

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

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HEARING OF THE APPLICATION FOR SUMMARY JUDGMENT – 10 JANUARY 2025  
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# 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	12 Feb 2024



You may be able to issue your claim online which may save time and money. Go to [www.moneyclaim.gov.uk](http://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

SEAL

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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
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Amount claimed	£
Court fee	
Legal representative's costs	
<b>Total amount</b>	<b>£569.00</b>

For further details of the courts [www.gov.uk/find-court-tribunal](http://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](mailto:alicia.foo@pinsentmasons.com) /  
[connor.merrifield@pinsentmaosns.com](mailto: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**

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**PARTICULARS OF CLAIM**

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**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

N244

## Application notice

For help in completing this form please read the notes for guidance form N244 Notes.

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>

government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter



<b>Name of court</b> High Court of Justice Business and Property Courts in Leeds Property, Trusts, and Probate List (ChD)	<b>Claimant's name</b> ★ 19 Dec 2024 ★ PT-2024-LDS-000022
<b>Fee account no.</b> (if applicable)	<b>Help with Fees - Ref. no.</b> (if applicable) PT-2024-LDS-000022 H W F - - -
<b>Warrant no.</b> (if applicable)	
<b>Claimant's name (including ref.)</b>  (1) Motor Fuel Limited (CRN: 05206547) (2) Peregrine Retail Limited (CRN: 03327423)  (Ref:AF02/MO0147.07467)	
<b>Defendant's name (including ref.)</b>  (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.	
<b>Date</b>	19 December 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

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

The Claimants ask the Court to make an order in the terms of the draft order attached to this Application Notice.

This is an application for summary judgment under CPR Part 24 on the grounds that the Claimants believe, on the evidence, that the Defendants have no real prospect of successfully defending the claim and that the Claimants know of no other reason why the disposal of the claim should await trial. No acknowledgment of service or defence has been filed by the Defendants. The Claimants invite the Court to grant permission for the Claimants to apply for summary judgment pursuant to CPR r. 24.4(1)(a) due to the nature of the claim and the fact that final injunctive relief is being sought against Persons Unknown. The Claimants rely upon the first, second and third witness statements of David Ablott, the witness statement of Andrew Caddick, and the witness statement of Richard Kerr Linton.

**In accordance with CPR r. 24.5, the Defendants' attention is drawn to the fact that they have a right to rely upon evidence opposing the application. If the Defendants wish to rely upon any written evidence, they must file at Court and serve copies of such evidence on the Claimants at least 7 days before the hearing.**

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

Yes

No

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

at a hearing

without a hearing

at a remote hearing

6. How long do you think the hearing will last? Is this time estimate agreed by all parties?

Hours

Minutes

Yes

No

7. Give details of any fixed trial date or period

N/A

8. What level of Judge does your hearing need?

Judge (HHJ Siobhan Kelly has previously dealt with interim applications *vis-à-vis* the claim)

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.

This application, and supporting evidence, is to be served upon the Defendants in accordance with paragraph 8 of the order HHJ Kelly sealed on 29 February 2024 which permits service of all applications in the claim upon the Defendants by an alternative method and at an alternative place pursuant to CPR r.6.15 and 6.27.

10. 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.

11. 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

# 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 section 10 (and any continuation sheets) are true.

The applicant believes that the facts stated in section 10 (and any continuation sheets) are true. I am authorised by the applicant to sign this statement.

## Signature



Applicant

Litigation friend (where applicant is a child or a Protected Party)

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

## Date

Day

19

Month

12

Year

2024

## Full name

Connor Steven Merrifield

## Name of applicant's legal representative's firm

Pinsent Masons LLP

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

Associate Solicitor

Applicant's address to which documents should be sent.

Building and street

1 Park Row

Second line of address

Town or city

Leeds

County (optional)

Postcode

L S 1 5 A B

If applicable

Phone number

[+441133686523](tel:+441133686523)

Fax phone number

DX number

Your Ref.

AF02/CM80/TR30/MO0147.07467

Email

[Alcia.Foo@pinsentmasons.com](mailto:Alcia.Foo@pinsentmasons.com); [Claire.James@pinsentmasons.com](mailto:Claire.James@pinsentmasons.com);  
[Connor.Merrifield@pinsentmasons.com](mailto:Connor.Merrifield@pinsentmasons.com)

**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**

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*draft* ORDER

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**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 order granting the Claimants an interim injunction made by HHJ Siobhan Kelly on 23 February 2024 (sealed on 29 February 2024) (the "**Interim Injunction Order**").

**AND UPON** an application for summary judgment of the claim dated 19 December 2024.

**AND UPON** considering the third witness statement of David Ablott dated 19 December 2024 and the exhibits thereto.

**AND UPON** hearing Counsel for the Claimants [and Counsel for the Defendants].

**IT IS ORDERED THAT:**

### **SUMMARY JUDGMENT**

1. Pursuant to CPR r. 24.4(1)(a), the Claimants have permission to apply for summary judgment against the Defendants.
2. Pursuant to CPR r. 24.3, summary judgment is granted against the Defendants on the whole of the claim.

### **DISCHARGE OF INTERIM INJUNCTION ORDER**

3. This final injunction order (this "**Final Injunction Order**") replaces the Interim Injunction Order which is discharged with effect from the date of this Final Injunction Order.

### **GRANT OF FINAL INJUNCTION ORDER**

4. With immediate effect and until 23.59 on 21 February 2028 unless varied, discharged or extended by further order, the Defendants must not: -
  - a. 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 Final Injunction Order but excluding the area hatched green (containing the

Costa coffee shop and associated parking) (the “**Land**”), without the consent of the Claimants; and / or

- b. enter onto any part of the Land 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.

5. 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**

6. Anyone served with or notified of this Final Injunction Order may apply to the Court at any time to vary or discharge this Final Injunction 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.
7. Any person applying to vary or discharge this Final Injunction Order must provide their full name, address and address for service.
8. The Claimants have liberty to apply to vary this Final Injunction Order.

### **REVIEW HEARING**

9. There shall be on the first available date after 21 August 2026, and then every 18 months thereafter for as long as this Final Injunction Order is in force, a hearing to review this Final Injunction Order, with a time estimate of 2 hours.
10. Permission for the Claimants to file and serve any evidence which they wish to rely upon at the review hearing by 4pm on the date 14 days before the review hearing.
11. Permission for any named Defendants to file and serve evidence which they wish to rely upon at the review hearing by 4pm on the date 7 days before the review hearing.

## **SERVICE**

12. Pursuant to CPR r6.15, 6.27 and 81.4(2)(c), service of this Final Injunction Order shall be effected on the Defendants by the Claimants carrying out each of the following steps:
  - a. Fixing a copy of the Final Injunction Order in clear plastic envelopes, transparent plastic boxes and/or plastic wallets as appropriate 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 A1 size at the entrance to the Site advertising the existence of this Final Injunction Order.
  - c. Uploading a copy of the Final Injunction Order 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.
13. In relation to paragraph 12 above: -

- a. the steps identified shall stand as good and sufficient service on the Defendants and the need for personal service is dispensed with; and
- b. 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**

14. Liberty to apply.

**NAME AND ADDRESS OF CLAIMANTS' SOLICITORS**

The Claimants' Solicitors are: Pinsent Masons LLP, 55 Colmore Row, Birmingham, B3 2FG.

**SERVICE OF THE ORDER:**

The Court has provided a sealed copy of this Order to the serving party's solicitors:-

Pinsent Masons LLP

1 Park Row

Leeds

LS1 5AB

Reference: AF02/MO0147.07467CM80

Email: [connor.merrifield@pinsentmasons.com](mailto:connor.merrifield@pinsentmasons.com)

Email: [claire.james@pinsentmasons.com](mailto:claire.james@pinsentmasons.com)

Email: [alicia.foo@pinsentmasons.com](mailto: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	<a href="https://www.facebook.com/LeedsGATE">https://www.facebook.com/LeedsGATE</a>
York Travellers Trust	info@ytt.org.uk	<a href="https://www.facebook.com/YorkTravellers/">https://www.facebook.com/YorkTravellers/</a>
The Traveller Movement	(General Enquiry) <a href="mailto:info@travellermovement.org.uk">info@travellermovement.org.uk</a>  (Media Enquiries) policymanager@travellermovement.org.uk	<a href="https://www.facebook.com/travellermovement/">https://www.facebook.com/travellermovement/</a>
Friends, Families and Travellers	<a href="mailto:fft@gypsy-traveller.org">fft@gypsy-traveller.org</a>  (Press Enquiries): sami@gypsy-traveller.org	<a href="https://www.facebook.com/FriendsFamiliesandTravellers">https://www.facebook.com/FriendsFamiliesandTravellers</a>
The North Yorkshire Council	<a href="mailto:infogov@northyorks.gov.uk">infogov@northyorks.gov.uk</a> and <a href="mailto:contactus@northyorks.gov.uk">contactus@northyorks.gov.uk</a>	

**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**

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**ORDER**

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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

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

**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 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

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ORDER

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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 Order having been granted on 15 February 2024 by HHJ Kelly (the "Kelly Order") permitting 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 the Kelly Order itself (the "Documents") to be served by alternative methods and places, pursuant to CPR 6.15 and 6.27

AND UPON the Documents having been deemed served on 19 February 2024 as evidenced by a certificate of service, dated 21 February 2024, and the Witness Statement of Mick Cain, dated 22 February 2024

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

AND UPON the case having been called out on the Court tannoy system at 11am on 23 February 2024 before the start of the hearing in order to inform anyone in the building at Leeds Combined Court Centre, the Courthouse, 1 Oxford Row Leeds LS1 3BG of the hearing of the application

AND UPON hearing Counsel for the Claimants and the Defendants not being present

AND UPON the Court being notified that the Claimants' solicitors had been telephoned on 20 February 2024 by a member of one of the traveller groups mentioned in Schedule 3 to this Order informing the Claimants' solicitors that: sending them the Documents by email was discriminatory; and, the Judge would be informed of this discriminatory treatment by email

AND UPON the Judge not having received any email from any traveller group mentioned in Schedule 3 to this Order but noting that the Court would check to see if any such correspondence had been received

**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 21 February 2025 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 that land, known as Thirsk Services, York Road, Thirsk, YO7 3AA, which is edged red on the Plan annexed to Schedule 1 of this Order but excluding the area hatched green (containing the Costa coffee shop and associated parking) (the “**Land**”), without the consent of the Claimants.
2. Until 21 February 2025 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 that land, known as Thirsk Services, York Road, Thirsk, YO7 3AA, which is edged red on the Plan annexed to Schedule 1 of this Order but excluding the area hatched green (containing the Costa coffee shop and associated parking), 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 permission 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 warning notice of approximately A1 size advertising the existence of the Order:
    - i. On the access road owned by the First Claimant (having exited from the A19/ A170) on the approach to, but before one reaches, the Land.
    - ii. On the edge of the Land (whether within or outside) adjacent to the Costa coffee shop and associated parking.
  - 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. Uploading the application to the following website: <https://www.motorfuelgroup.com>.
  - c. 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(b) and 8(c) 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.
- 12. Without in any way affecting the good and proper service of the Documents effected on 19 February 2024, pursuant to the Kelly Order, the Claimants be permitted to remove the Documents from those locations referred to in paragraph 2(a) of the Kelly Order and, instead, affix:
  - a. One set of the Documents at the side of the Greggs shop, opposite the EV charging area; and,
  - b. One set of the Documents by the Calor Gas cage, next to the "AIR SCR/WASH" bay.

## **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  
Ref: MO0147.07467  
Phone number: 0113 368 6523

Email: [Connor.Merrifield@pinsentmasons.com](mailto:Connor.Merrifield@pinsentmasons.com)

Alicia Foo  
Pinsent Masons LLP  
55 Colmore Row  
Birmingham  
B3 2FG  
Ref: MO0147.07467  
Phone Number: 01212 604024

Email: [alicia.foo@pinsentmasons.com](mailto:alicia.foo@pinsentmasons.com)

**Dated: 26 February 2024**



Map scale 1:2500

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 Data last updated 10:00pm 19 FEBRUARY, 2024

## 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	<a href="https://www.facebook.com/LeedsGATE">https://www.facebook.com/LeedsGATE</a>
York Travellers Trust	info@ytt.org.uk	<a href="https://www.facebook.com/YorkTravellers/">https://www.facebook.com/YorkTravellers /</a>
The Traveller Movement	(General Enquiry) <a href="mailto:info@travellermovement.org.uk">info@travellermovement.org.uk</a>  (Media Enquiries) policymanager@travellermovement.org.uk	<a href="https://www.facebook.com/travellermovement/">https://www.facebook.com/travellermovement/</a>
Friends, Families and Travellers	<a href="mailto:fft@gypsy-traveller.org">fft@gypsy-traveller.org</a>  (Press Enquiries): sami@gypsy-traveller.org	<a href="https://www.facebook.com/FriendsFamiliesandTravellers">https://www.facebook.com/FriendsFamiliesandTravellers</a>
The North Yorkshire Council	<a href="mailto:infogov@northyorks.gov.uk">infogov@northyorks.gov.uk</a> and <a href="mailto:contactus@northyorks.gov.uk">contactus@northyorks.gov.uk</a>	



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

HER HONOUR JUDGE JACKSON (SITTING AS A JUDGE OF THE HIGH COURT)  
20 DECEMBER 2024

PT-2024-LDS-000022

BETWEEN

(1) MOTOR FUEL LIMITED (CRN: 05206547)  
(2) PEREGRINE RETAIL LIMITED (CRN: 03327423)

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** the application of Pinsent Masons LLP for summary judgment under CPR R. 24.4(1)(a) due to the nature of the claim and the fact that final injunctive relief is being sought against Persons Unknown, by notice dated 19 December 2024

**IT IS ORDERED** that:

1. The application is listed for hearing in the Applications List on

**Date:** 10 January 2025

**Time:** 10:30 am (or as soon thereafter as the application can be heard)

**Venue:** Business and Property Courts in Leeds, Fourth Floor, West Gate, 6 Grace Street, Leeds LS1 2RP

when you should attend.

**3 hours** has been allowed for the hearing.

### **IMPORTANT INFORMATION FOR THOSE ATTENDING THE HEARING**

Proceed straight to the Fourth Floor and report to the Fourth Floor reception on your arrival. There is no need to report to Ground Floor reception. If there is no member of court staff present on your arrival on the Fourth Floor please await their return. It is essential that you register your attendance with the court staff on the Fourth Floor. You must not assume that they will come to find you. The hearing may proceed in your absence if you arrive late or do not register your attendance on your arrival.

Water is not provided in the court rooms. A water cooler is available on the 4th floor from which court users may fill their own drinking bottles. The court may refuse to admit drinking bottles which pose a security risk, e.g. glass bottles, or those without lids due to the risk of damage to electrical equipment from spills.

2. If the parties consider the time estimate to be inadequate they must advise the court within 48 hours of service of this order with reasons and an agreed time estimate.
3. By 10am on **8 January 2025** the responsible party shall file\* and serve an **electronic** hearing bundle which complies with Appendix X of the Chancery Guide and the 'General guidance on electronic court bundles' found here: <https://www.judiciary.uk/announcements/general-guidance-on-electronic-court-bundles/>.
4. The responsible party is either:
  - (a) the Applicant if they are legally represented; or
  - (b) the Respondent if they are legally represented and the Applicant is not.
5. If no party is legally represented and the Applicant does not have the facilities to prepare an electronic bundle, the Applicant shall prepare a hard copy hearing bundle and provide a copy to the Respondent and to the court.
6. **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.**
7. By 10am on **9 January 2025** at the very latest:
  - (a) skeleton arguments shall be filed and exchanged in accordance with Chapter 14 and Appendix Y of the Chancery Guide, unless paragraph 2 of Appendix Y applies;
  - (b) the parties shall file a draft order.
8. In addition to filing by CE-File the parties shall file copies of their skeleton arguments and the draft order, in Word format (or equivalent), by email sent to [bpc.leeds.skeletons@justice.gov.uk](mailto:bpc.leeds.skeletons@justice.gov.uk).
9. By 2pm on **9 January 2025** the responsible party shall file\* and serve an agreed single joint electronic bundle of authorities.
10. Litigants in person are not required to prepare a skeleton argument, bundle of authorities or draft order but if they choose to do so they must deliver them to the court and to the other parties by the time specified above.
11. This order shall be served by the Applicant on the Respondent.



12. Any party may apply to stay, vary, or set aside the terms of this order providing the application is made not later than 4pm on the date 7 days after this order is served upon them.

## **SERVICE OF THE ORDER**

The court has provided a sealed copy of this order to the serving party:

Pinsent Masons LLP, 1 Park Row, Leeds, LS1 5AB Ref: AF02/CM80/TR30/MO0147.07467  
[connor.merrifield@pinsentmasons.com](mailto:connor.merrifield@pinsentmasons.com)

### *\*Note on electronic filing of bundles*

*CE-File: If the hearing bundle is 50MB or less it may be uploaded to CE-File. For bundles larger than 50MB consideration should be given to using the HMCTS Document Upload Centre or a commercially available file transfer service. 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]". Note that filing by CE-File can remove some of the capabilities of the PDF, for example hyperlinks.*

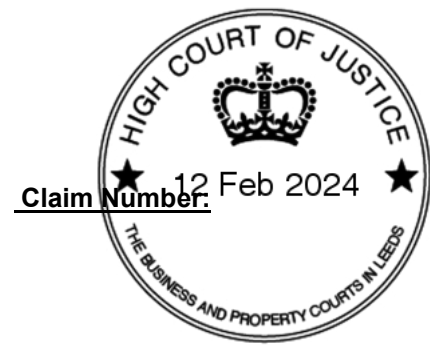
*HMCTS Document Upload Centre: This service enables PDF hearing bundles (only) to be uploaded so that the court may access them. This is an invitation-only service so arrangements must be made with the court to access it well in advance. You will be required to provide an email address to the court office 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.*

### *Note on representation of companies (not forming part of the formal order)*

*Unless a lawyer with a right of audience will address the court on behalf of a company:*

- (a) A director or employee wishing to do so may be required to produce the written authority of the board of directors, and*
- (b) Any other person will normally be expected to make a formal application for the discretionary grant of a right of audience well in advance of the hearing. Any such application will need to set out all the information the court needs to consider for such an application.*

*Failure to do so may result in an adjournment and/or possible costs consequences.*



PT-2024-LDS-000022

**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**

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**FIRST WITNESS STATEMENT OF**

**ANDREW GARY CADDICK**

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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.

<b>DATE</b>	<b>DESCRIPTION</b>	<b>Photograph</b>
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**

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**WITNESS STATEMENT OF ANDREW GARY  
CADDICK**



Claim Number ~~12024~~-LDS-000022

**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 6<sup>th</sup> July, 1<sup>st</sup> August, 14<sup>th</sup> September, 19<sup>th</sup> October, 27<sup>th</sup> October and 27<sup>th</sup> 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

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FIRST WITNESS STATEMENT OF DAVID ABLOTT

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Claim Number 14-LDS-000022

**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

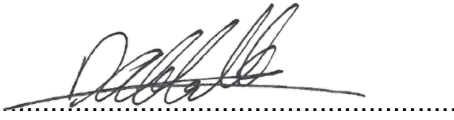
“1” refers to the sole exhibit to this Witness Statement; “2” refers to the tab of that exhibit; and “3” refers to the page number in that exhibit.

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 2024-LDS-000022

**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).

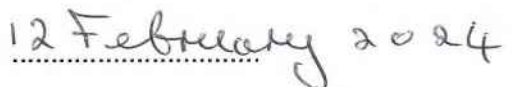
- 20. In doing so, I believe the documents will be clearly visible to the Persons Unknown, regardless of from where the Persons Unknown enter the Land where they may attempt to set up encampment and/or syphon fuel.

**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

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FIRST WITNESS STATEMENT OF RICHARD KERR  
LINTON

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1. Claimants
2. David Ablott
3. Third
4. Exhibits "DA3" to "DA12"
5. 19 December 2024

**Claim Number: PT-2024-LDS-000022**

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

**(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**

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**THIRD WITNESS STATEMENT OF**

**DAVID ABLOTT**

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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

- 1. Claimants
- 2. David Ablott
- 3. Third
- 4. Exhibits “DA3” to “DA12”
- 5. 19 December 2024

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. I am duly authorised by and make this statement in support of the Claimants’ application for summary judgment of its claim for a final injunction to restrain the Defendants from entering upon the Claimants’ property to encamp for residential purposes and / or from syphoning fuel from the Claimants’ filling pumps or a vehicle or receptacle that does not belong to that individual and without the consent of the owner of that vehicle or receptacle.
- 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 my capacity as Operations Director employed by the First Claimant.
- 4. This witness statement has been prepared by the Claimants’ solicitors, Pinsent Masons LLP (“**Pinsent Masons**”), following a video conference with me on 10 December 2024 in order to deal with my instructions to them about this matter and this witness statement.
- 5. There is now shown to me marked as **Exhibits “DA3” – “DA12”** a paginated bundle of true copy documents to which I refer in the course of this witness statement: -

EXHIBIT	DOCUMENT DESCRIPTION	DATE	PAGE(S) OF EXHIBITS
“DA3”	First Witness Statement of David Ablott	12 February 2024	1 – 10
“DA4”	Second Witness Statement of David Ablott	12 February 2024	11 – 16
“DA5”	Witness Statement of Andrew Caddick	12 February 2024	17 – 30
“DA6”	Witness Statement of Richard Linton	12 February 2024	31 – 40

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“DA7”	Sealed Order of HHJ Siobhan Kelly	15 February 2024	41 – 47
“DA8”	Sealed Order of HHJ Siobhan Kelly	29 February 2024	48 – 58
“DA9”	Certificate of Service of Connor Merrifield	21 February 2024	59 - 62
“DA10”	Witness Statement of Mick Cain	22 February 2024	63 – 65
“DA11”	Certificate of Service of Connor Merrifield	8 March 2024	66 – 70
“DA12”	Witness Statement of Mick Cain	6 March 2024	71 – 110

6. Where the reference is “DA3/4”, “DA3” indicates the exhibit referred to and “4” refers to the relevant page number within the paginated bundle of true copy documents hereto.

**SERVICE OF THE CLAIM**

7. On 12 February 2024, the Claimants issued the present claim following recurrent acts of trespass at Thirsk Services. The Claimants also issued an application for permission to serve the claim (and the Interim Injunction Application referred to below) on the Defendants by alternative methods of service (the “**Alternative Service Application**”).



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5. 19 December 2024

8. The Alternative Service Application was granted by HHJ Siobhan Kelly in the High Court of Justice Business and Property Courts in Leeds on 15 February 2024 (the "**Alternative Service Order**"). A sealed copy of the Alternative Service Order can be found at Exhibit DA7.
9. The Claimants served the documents specified at paragraph 2 of the Alternative Service Order (the "**Documents**") on the Defendants by 4pm on 19 February 2024. The steps taken included affixing the Documents at various locations around the site of Thirsk Services, uploading the Documents to <http://www.motorfuelgroup.com> and sending a link to the website to the email addresses specified in Schedule 2 to the Alternative Service Order. A copy of the Certificate of Service of Connor Merrifield dated 21 February 2024 and the witness statement of Mick Cain dated 22 February 2024 confirming the steps taken to effect service of the Documents can be found at DA9 and DA10.
10. I understand from Pinsent Masons that no Acknowledgment of Service, Admission or Defence was filed or served by the Defendants within 14 days of service of the claim. Nor has any such document been filed or served since. At the time of making this witness statement, the Defendants have failed to provide any substantive response to the claim.

#### **THE APPLICATION FOR AN INTERIM INJUNCTION**

11. The Claimants previously made an application for an interim injunction to restrain the Defendants from entering upon the Claimants' property to encamp for residential purposes (temporary or otherwise) and / or from 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 (the "**Interim Injunction Application**").
12. I made two witness statements in support of the Interim Injunction Application both dated 12 February 2024. Copies of my previous witness statements can be found at Exhibits DA3 and DA4. My witness statements were made following my review of the witness statements of Mr Andrew Caddick of Triton Security and Facilities Management ("**Triton**") and Mr Richard Linton, legal counsel of the First Claimant. A copy of Mr Caddick's witness statement can be found at Exhibit DA5 and a copy of Mr Linton's witness statement can be found at Exhibit DA6.
13. As detailed at paragraphs 8-15 of Mr Caddick's statement, there were numerous instances of the Defendants seeking to: (i) encamp upon the Claimants' property for residential purposes (temporary or otherwise); and / or (ii) enter the Claimants' property with the

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**5. 19 December 2024**

intention to syphon fuel from the Claimants’ filling pumps and/or a vehicle or receptable that does not belong to the relevant individual. Such instances occurred routinely for a prolonged period of time - stretching from the period commencing on 27 December 2022 to 11 January 2024.

14. By way of example only, Mr Caddick confirmed that Triton had either prevented or dealt with: -
- 14.1 The Defendants attempting to encamp upon the Claimants’ property for residential purposes on the 12 March 2023, 14 April 2023, 27 May 2023, 2 June 2023, 4 June 2023, 12 June 2023, 21 June 2023, 23 June 2023, 24 June 2023, 6 July 2023, 30 July 2023, 4 August 2023, 6 August 2023, 10 August 2023, 13 August 2023, 20 August 2023, 24 August 2023, 27 August 2023, 14 September 2023, 24 September 2023, 8 October 2023, 27 November 2023 and 10-11 January 2024;
- 14.2 The Defendants entering the Claimants’ property with the intention to syphon 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 on 13 July 2023, 15 July 2023, 18 July 2023, 26 July 2023, 7 September 2023, 10 September 2023 and 21 September 2023;
- 14.3 The Defendants behaving in an aggressive manner towards security officers or members of staff, particularly when challenged about their behaviour, for example on 20 February 2023, 13 April 2023, 4 June 2023, 22 June 2023, 24 August 2023 and 29 August 2023;
- 14.4 The Defendants causing or attempting to cause damage to property whilst trespassing on the Claimants’ property and/or attempting to gain access to Thirsk Services, including:
- 14.4.1 attempting to smash lighting on the Land at the back of the HGV Park and the Shower Block on 10 January 2023;
- 14.4.2 causing damage to newly planted trees in the Undeveloped Area on 11 January 2023;
- 14.4.3 throwing objects resulting in a smashed van on 14 January 2023;
- 14.4.4 throwing stones at plant and security vehicles on 11 February 2023;

**1. Claimants**  
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**4. Exhibits “DA3” to “DA12”**  
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- 14.4.5 causing damage to fencing when attempting to gain access to the HGV Park on 18 March 2023;
- 14.4.6 damaging unit vans by the throwing of stones on 8 May 2023 and 19 June 2023;
- 14.4.7 causing or attempting to cause damage by the throwing of stones or other objects on 15 May 2023, 2 June 2023, 20 June 2023, 1 July 2023, 10 July 2023, 31 July 2023, 24 August 2023, including throwing stones or objects at customers’ vehicles on many of those occasions;
- 14.5 Other instances of the Defendants entering the Claimants’ property including instances where either: (i) the Claimants’ property was vandalised; or (ii) no theft, or attempted theft was made, because Triton escorted them from the Claimants’ land in a timely fashion. Notably, on the 26 July 2023, Mr Caddick states that the police were forced to chase 4 males through the Claimants’ property who were using a stolen motorbike; and that Triton recovering a fuel canister which was dropped by those fleeing.
15. I consider that the Defendants clearly had a continuing intention, and indeed acted on such intention on numerous occasions, to encamp upon the Claimants’ property for residential purposes and / or enter the Claimants’ property with the intention to syphon fuel which was not theirs.
16. At paragraphs 6-15 of my first witness statement (DA3/4-8), I previously set out the prejudice suffered by the Claimants as a result of the Defendants’ trespasses; notably:-
- 16.1 The Claimants were obliged to pay for security to attempt to prevent and limit the trespasses; the cost of which was prohibitive. Prior to the Interim Injunction Application, the Claimants had incurred security costs of circa. £402,000 – with ongoing security costs of circa. £1,850 per week at that time;
- 16.2 The Claimants were obliged to repair lighting, CCTV and fencing;
- 16.3 In light of the high number of incidents on the Claimants’ property, the Claimants installed, fencing, boulders and rising ramps to attempt to prevent the Defendants from entering the Claimants’ property. By way of example: -
- 16.3.1 the Claimants have paid £36,000 to install paving fencing which was completed on 21 November 2023; and

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- 16.3.2 the Claimants have paid £82,686 to install rising ramps.
- 16.4 In addition to all the costs and losses mentioned above, of particular concern - in light of the fact that Thirsk Services was a new site which was trying to build up business - was the customer dissatisfaction for those legitimate users of Thirsk Services, including HGV drivers, as well as the associated reputational damage and the loss of future business.
17. By way of comparison, it has not been necessary for the Claimants to employ Triton (or any other security company) at any similar site owned or operated by the Claimants once it has become operational. The need for security patrols to remain in place during the Operational Period at Thirsk Services was a direct result of the Defendants' wrongful acts and the repeated trespasses suffered by the Claimants prior to the claim being issued.
18. The Interim Injunction Application was heard on 23 February 2024 before HHJ Siobhan Kelly in the High Court of Justice Business and Property Courts in Leeds where an interim injunction was granted, the order being sealed on 29 February 2024 (the "Interim Injunction"). A sealed copy of the Interim Injunction can be found at Exhibit DA8.

#### **SERVICE OF THE INTERIM INJUNCTION**

19. In accordance with the alternative service provisions set out at paragraph 7 of the Interim Injunction, the Claimant served the Interim Injunction by fixed a copy at various locations around the site of Thirsk Services, positioning a warning notice of approximately A1 size advertising its existence at specified locations, uploading it to the aforementioned website and sending a link to the same to specified email addresses – all such steps took place by 5 March 2024. A copy of the Certificate of Service of Connor Merrifield dated 8 March 2024 and witness statement of Mick Cain dated 6 March 2024 confirming the steps taken to effect service of the Interim Injunction can be found at DA11 and DA12.
20. Paragraph 4 of the Interim Injunction stipulates that anyone served with or notified of the Interim Injunction may apply to the Court at any time to vary or discharge the Interim Injunction provided that they first give the Claimants' solicitors 72 hours' notice of such application. I am informed by Pinsent Masons that no such application has been made.

#### **IMPACT OF THE INTERIM INJUNCTION**

21. The Interim Injunction granted against the Defendants has been very effective; the acts of trespass have ceased.

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22. This has allowed the Claimants to forgo paying Triton to provide security at the Claimants' property in July 2024 saving the Claimants £1,850 per week (I note that this figure would likely now be higher as a result of inflation). Since stopping the security provision, the Claimants have not experienced any incidents of trespass at the Claimants' property.
23. Notably even during the Appleby Horse Fair which was held on 6 June 2024 and sees a large and increased number of travellers visiting the Claimants' property, there was no repetition of the acts of trespass or the type of behaviour detailed in the witness statement of Andrew Caddick. The Interim Injunction has clearly had a powerful deterrent effect.
24. As explained in my previous statements, and referred to above, despite the Claimants' efforts and expense, acts of trespass continued prior to the grant of the Interim Injunction (including the installation of expensive rising ramps and boulders and prohibitively expensive 24/7 security); it was, however, only the Interim Injunction which has been effective in preventing continued trespasses.

#### **Continuing Threat of Acts of Trespass**

25. The risk posed by the persons unknown represents a serious, real and imminent concern to the Claimants for the following reasons:-
  - 25.1 The Claimants are responsible for the safety and security of their employees at Thirsk Services and wish to do everything possible to avoid harm being caused to their employees and those making use of Thirsk Services. I have spoken to Sam Thompson, who is the site manager responsible for day-to-day operations at Thirsk Services. He has stated that the trespasses and theft undertaken by the Defendants severely intimidated both members of staff of the Claimants and customers of the Claimants alike. This accords with my own view of the effect of the Defendants trespasses – which caused an atmosphere of fear at Thirsk Servies and was not only off-putting to customers but upset and scared members of staff;
  - 25.2 Thirsk Services is the only services offering specialist HGV facilities – including specialist fuel pumps, separate HGV parking adjacent to the main petrol pump forecourt, and showers for HGV drivers – within a 10-mile radius (including the vicinity of Thirsk and York) which facilitates improved welfare and security for HGV drivers. It is essential that the trespasses at Thirsk Services are prevented to:-

**1. Claimants**

**2. David Ablott**

**3. Third**

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- 25.2.1 Ensure the safety and security of the Claimants’ employees and of all customers – especially HGV drivers who have no alternative within a 10 mile radius of Thirsk Services (including the vicinity of Thirsk and York);
- 25.2.2 Protect customers, employees and the Defendants themselves from risk of physical harm as a result of them engaging in dangerous activities such as siphoning fuel from filling pumps or a vehicle or receptacle belonging to others, and prevent further damage to the Claimants’ property and customers’ vehicles;
- 25.2.3 Protect the reputation of the Claimants and the Claimants’ ability to operate Thirsk Services, and other services nationally, in a sustainable and profitable manner. I am fearful that customers, especially commercial customers such as HGV drivers, will refuse to use services operated by the Claimants if they attend Thirsk Services and are forced to deal with trespassers either encamping or attempting to steal fuel once again. Notably, the “Snap Access and Security network” is being rolled out nationwide – whereby commercial road users (such as HGV drivers) will pay for their petrol through company accounts as opposed to paying individually like standard road users. There is a real risk that if Thirsk Services becomes known as a location subject to various trespasses, and criminal acts, then HGV drivers, and their companies, will refuse to use not only Thirsk Services but the Claimants’ services nationally. The Defendants’ trespasses pose an existential risk to the profitability, and continuance, of not only Thirsk Services but of the Claimants as going concerns; and
- 25.2.4 If HGV drivers are unable to use Thirsk Services (or indeed other services of the Claimants’ nationally), they may well be forced to use services without specialist facilities. This would be detrimental to the health and safety of HGV drivers and to all other road users; it is imperative, and a public good, that HGV drivers are provided with facilities which meet driver welfare standards so that they can undertake long haul drives safely.
26. The Claimants consider that there is an imminent and real threat of further attempts to trespass at Thirsk Services and as such the Claimants consider that they have no other option but to apply for a final injunction to maintain the safety and security of the property, those who work at the property, the users of the property and road users at large. As detailed above, the Claimants took various steps at significant cost to try and stop the acts of trespass without the need for legal action, but trespasses continued to occur. To date,

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the only thing that has effectively prevented trespass and the associated activities detailed in the evidence filed in support of the claim is the Interim Injunction; I am very worried that without an injunction in place, the incidents of trespass will resume and continue unabated.

#### **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:**  Signed by:  
BEF5C9AAEB114FD...

**DAVID ABLOTT**

**Date:** 19/12/2024

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CLAIM NO:

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

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THIRD WITNESS STATEMENT OF DAVID ABLOTT



1. Claimants
2. Claire James
3. First
4. Exhibits CJ1 to CJ2
5. 2 January 2025

Claim Number: PT-2024-LDS-000022

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

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-and-

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Defendants

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FIRST WITNESS STATEMENT OF

CLAIRE JAMES

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I, **CLAIRE JAMES**, of Pinsent Masons LLP of 1 Park Row, Leeds, LS1 5AB, will say as follows: -

1. Pinsent Masons LLP are instructed by the Claimant in relation to the Claim. I have day-to-day conduct of the Claim on behalf of the Claimants.

**1. Claimants**  
**2. Claire James**  
**3. First**  
**4. Exhibits CJ1 to CJ2**  
**5. 2 January 2025**

2. Unless stated otherwise, the facts and matters set out in this witness statement are within my knowledge and I believe them to be true. Where any facts or matters are not within my own knowledge, the source of information is identified and those facts and matters are true to the best of my knowledge.
3. I have prepared this witness statement.
4. There is now produced and shown to me marked as **Exhibits "CJ1" – "CJ2"** a bundle of true copy documents to which I refer in the course of this witness statement.
5. In accordance with paragraph 8 of the order of HHJ Kelly sealed on 29 February 2024 granting the Claimant an interim injunction (the "**Order**"), I arranged for service of (i) the Claimants' application notice N244 for summary judgment dated and sealed on 19 December 2024 (ii) the third witness statement of David Ablott dated 19 December 2024 in support of the aforementioned application (iii) the draft order referenced in the aforementioned application and (iv) notice of the hearing of the aforementioned application sealed on 20 December 2024 (together the "**Documents**").
6. To affect service of the above documents in accordance with paragraph 8 of the Order I undertook the following steps:-
  - a. I instructed Mick Cain of Tremark Associates, being a professional process server, to leave copies of the Documents in clear plastic wallets at the following locations: -
    - 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 show block  
(together the "**Service Locations**")

1. Claimants
2. Claire James
3. First
4. Exhibits CJ1 to CJ2
5. 2 January 2025

7. I understand that Mr Cain at around 15:00 on 23 December 2024 served the Documents at the Service Locations. I have been referred to the Witness Statement of Mr Cain which confirms this. A copy of Mr Cain's Witness Statement can be found at **Exhibit CJ1**.
8. The Claimants also uploaded copies of the Documents to Motor Fuel Group website at <https://www.motorfuelgroup.com/notice-of-injunction/> at or around 15:20 on 24 December 2024.
9. I further sent copies of the Documents together with a link to the abovementioned website by e-mail to the following e-mail addresses 3:58pm on 24 December 2024:-
  - a. [contact@leedsgate.co.uk](mailto:contact@leedsgate.co.uk);
  - b. [info@ytt.org.uk](mailto:info@ytt.org.uk);
  - c. [info@travellermovement.org.uk](mailto:info@travellermovement.org.uk);
  - d. [policymanager@travellermovement.org.uk](mailto:policymanager@travellermovement.org.uk);
  - e. [fft@gypsy-traveller.org](mailto:fft@gypsy-traveller.org);
  - f. [sami@gypsy-traveller.org](mailto:sami@gypsy-traveller.org);
  - g. [infogov@northyorks.gov.uk](mailto:infogov@northyorks.gov.uk); and
  - h. [contactus@northyorks.gov.uk](mailto:contactus@northyorks.gov.uk)
10. I include a copy of the aforementioned email at **Exhibit CJ2**.

## 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: *C James*

CLAIRE JAMES

Date: *2 January 2025*

**DATED**

**(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**

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

K. PL

<b>LR7. Premium</b>	FOUR HUNDRED THOUSAND POUNDS (£400,000) exclusive of VAT
<b>LR8. Prohibitions or restrictions on disposing of this Lease</b>	The lease does not contain a provision that prohibits or restricts dispositions
<b>LR9. Rights of acquisition etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this Lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this Lease</b></p> <p>None</p>
<b>LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property</b>	Yes see clause 4.7
<b>LR11. Easements</b>	<p><b>LR11.1 Easements granted by this Lease for the benefit of the Property</b></p> <p>See Schedule 2</p> <p><b>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property</b></p> <p>See Schedule 3</p>
<b>LR12. Estate rentcharge burdening the Property</b>	None
<b>LR13. Application for standard form of restriction</b>	Not applicable
<b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b>	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<sup>and NYK371348</sup> of which the Property forms part shown edged and shaded red on Plan 1 *APL*

**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

<b>Rent:</b>	means the annual rent reserved in Clause 2.3(a)
<b>Retained Land:</b>	means the Estate other than the Property
<b>Services:</b>	means those services provided by the Landlord pursuant to Clause 4.3 hereof
<b>Service Charge:</b>	means the costs properly and reasonably incurred by the Landlord in providing the Services
<b>Signs:</b>	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
<b>Utilities:</b>	means foul and surface water drainage water gas electricity telecommunication, data, heating ventilation air conditioning and all other utilities and services
<b>Tenant Totem:</b>	has the meaning given to it in paragraph 5 of Schedule 2
<b>Term:</b>	means the term hereby granted specified in panel LR6 of the Particulars
<b>Waste:</b>	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

.....

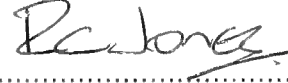
Signature of Witness

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

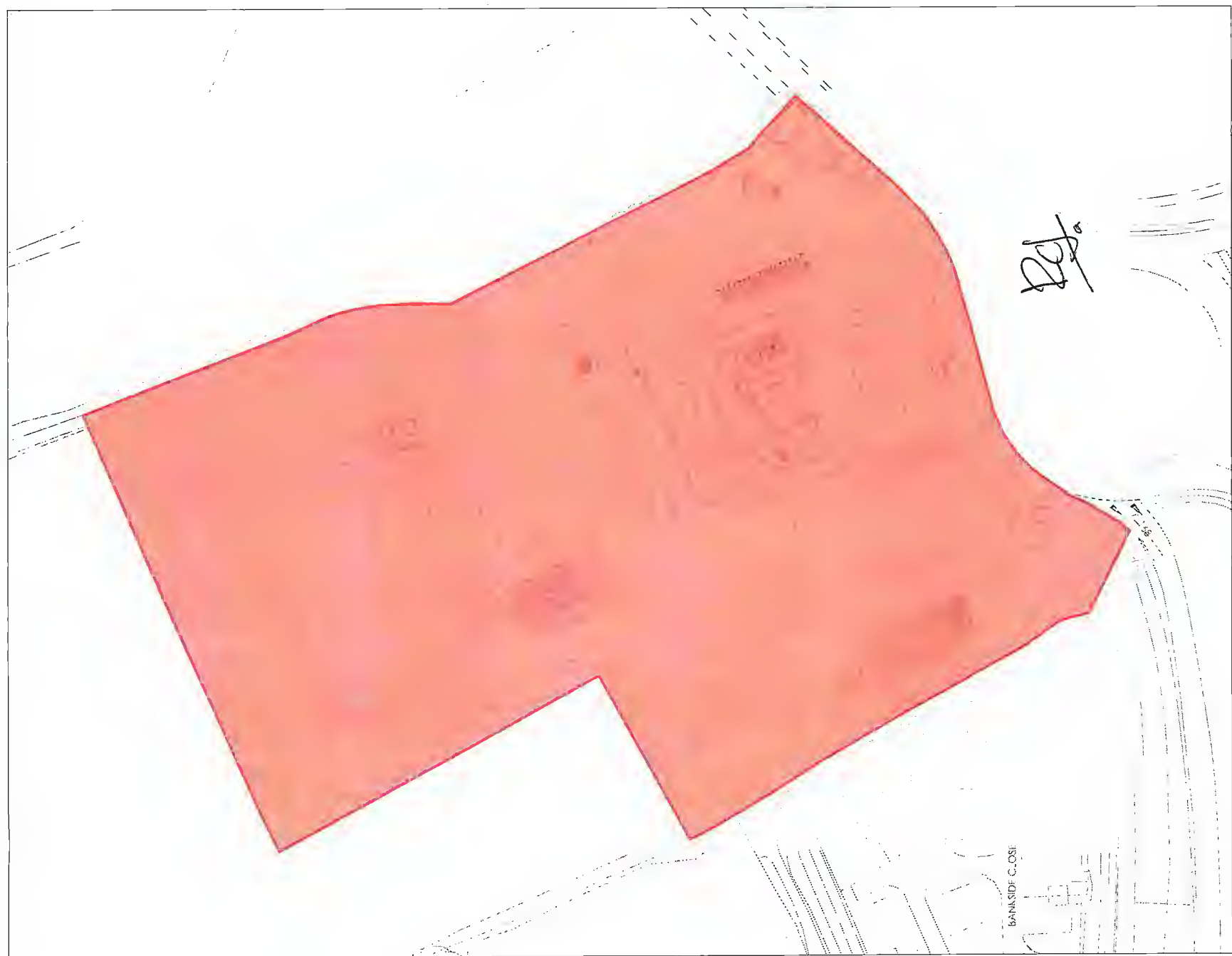
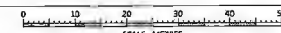
BELPER

DESO. ILL.

Address



Signature of Witness



Estate Boundary  
Scale 1:500

A	25/03/22	MS	Legal boundary prepared upon request
-	25/03/22	MS	Drawing created
Rev	Date	By	Description

**CLIENT**  
**mfg** Gladstone Road  
 35-38 Upper Marlborough Road  
 St Albans, AL1 3UU

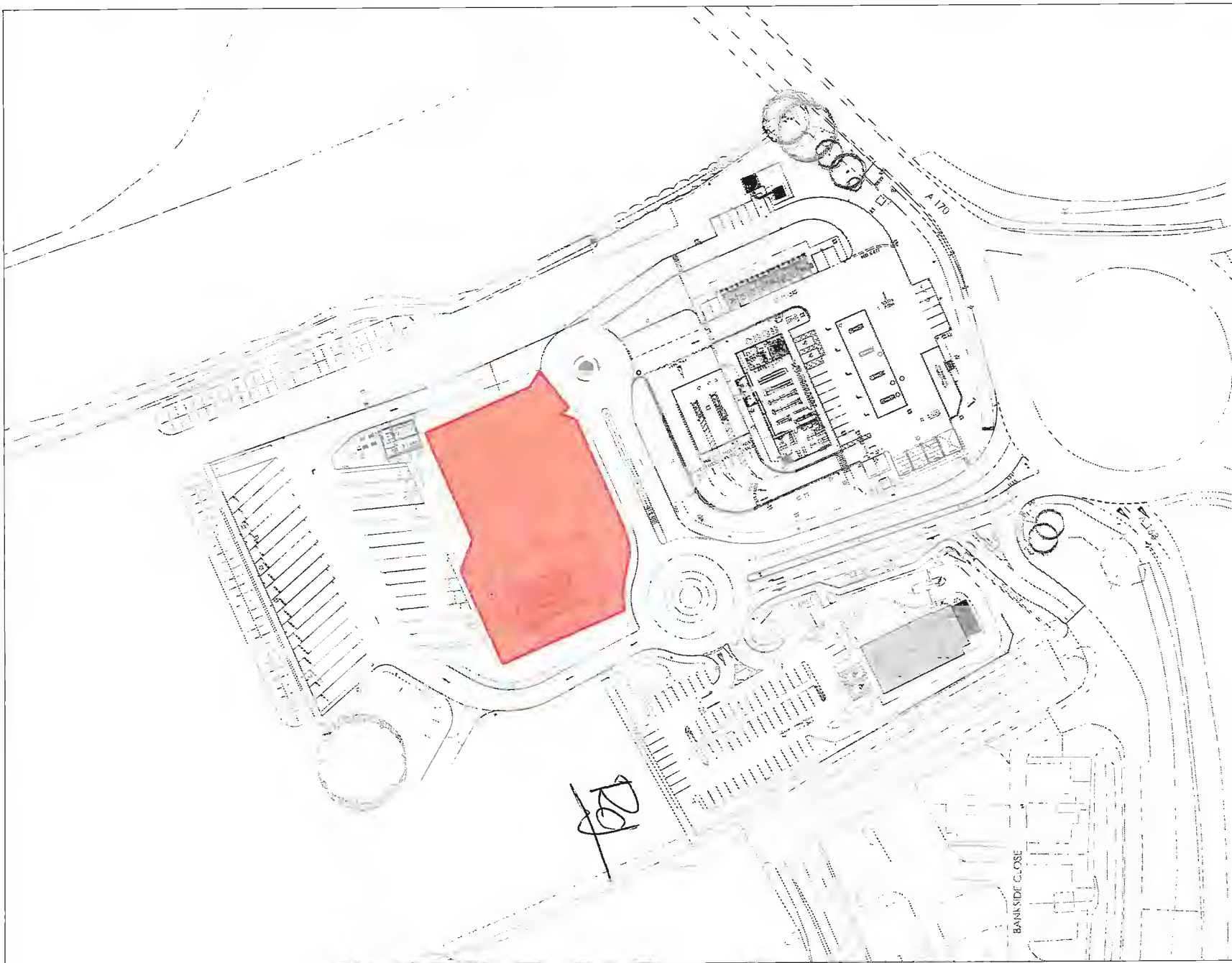
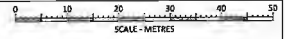
**PROJECT LOCATION**  
 Thirsk - N11  
 York Road (A170)  
 Thirsk, YO7 3BT

**DRAWING**  
 Site  
 Estate Plan

**Wyeth**  
 Projects Services  
 The Court Yard, Amberley Court,  
 Amberley Lane, Millers, Surrey,  
 GU8 5XB, United Kingdom  
 Tel: +44 (0)1483 424704  
 E: info@wyethprojects.com

Date:	March 2022	Drawn by:	MS	Scale:	1:500	Rev:	A1
Scale:	1:500	Draw No.:	WPS-MFG-428-LE-02	Rev:	A		

LEGAL



Let Premises Boundary  
Scale 1:500

rev	date	by	description
1	19/04/22	MS	Drawing completed

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

**PROJECT LOCATION**  
 Thirsk - NT1  
 York Road (A170)  
 Thirsk, YO7 3BT

**DRAWING**  
 Costa  
 Legal Plans  
 Let Premises Boundary

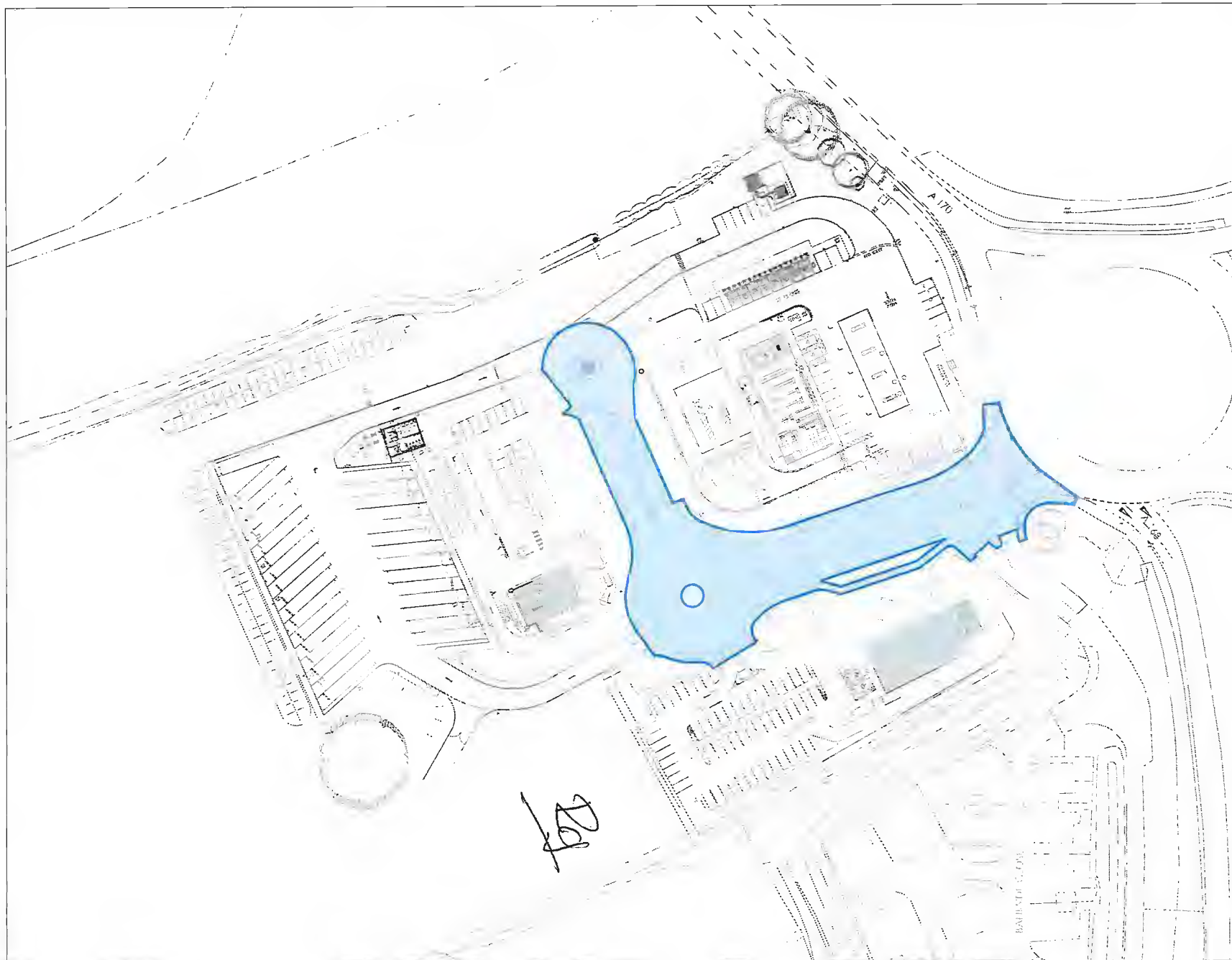
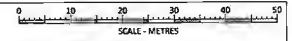
**Wyeth**  
 The East Street, Amberley Court,  
 Amberley Lane, Millfield, Surrey,  
 GU8 5EA, United Kingdom  
 Projects Services Tel: +44 (0)1483 423704  
 Email: info@wyethprojects.com

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Date:	March 2022	Drawn by:	MS	Sheet:	A1
Scale:	1:500	Drawn No:	WPS-MFG-428-LE-05	Rev:	1

LEGAL

GRID file ref: SCHWER - Legal Plans - Rev A.dwg



Access Road Boundary  
Scale 1:500

REV	DATE	BY	DESCRIPTION
B	19/04/22	MS	Access road boundary amended to include both lanes A & B in order to allow two-way access to approved driveway.
A	04/04/22	MS	Access road boundary amended to include both lanes A & B in order to allow two-way access to approved driveway.
1	28/03/22	MS	Access road boundary amended to include both lanes A & B in order to allow two-way access to approved driveway.

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

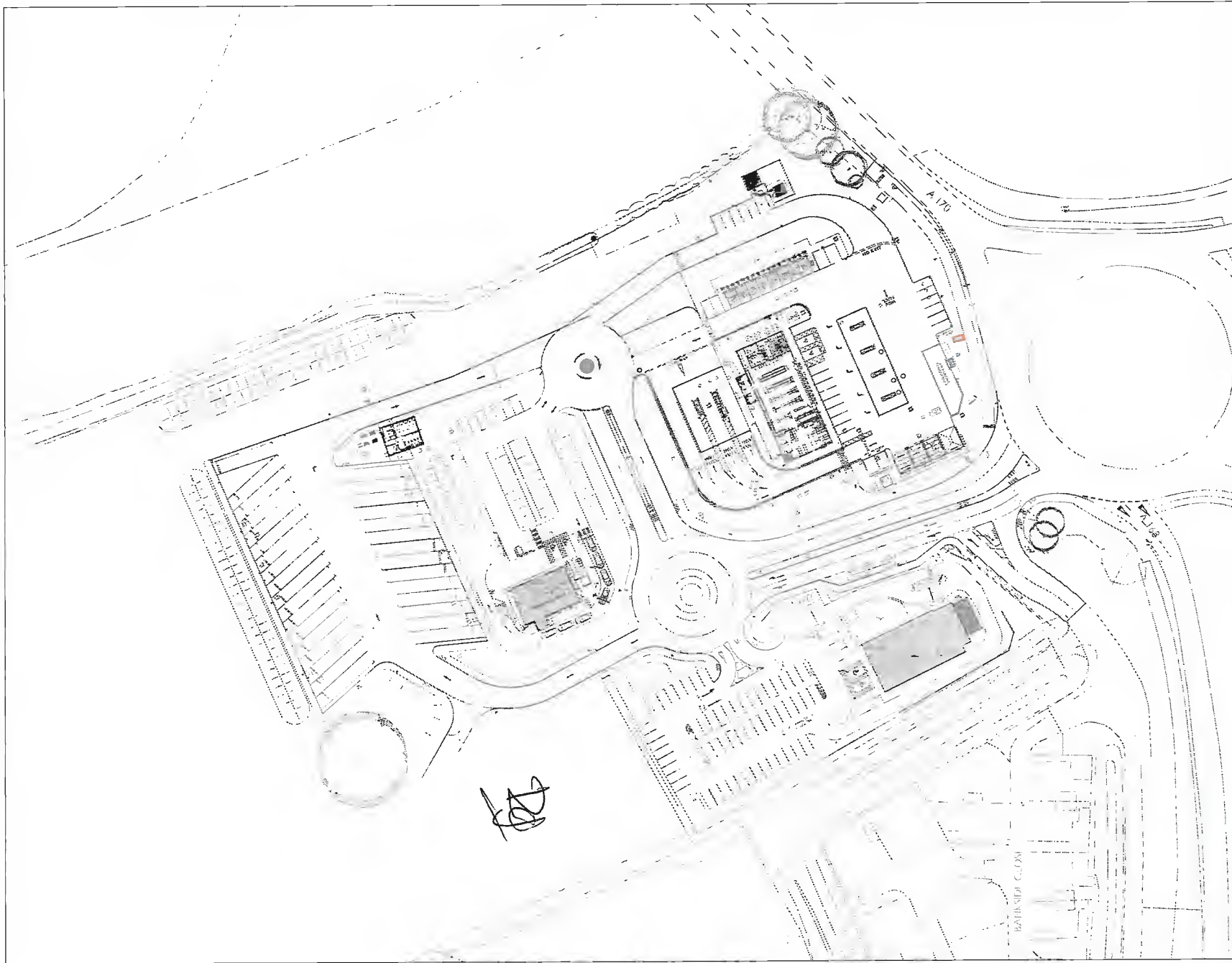
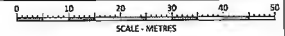
PROJECT LOCATION  
 Thirsk - NI1  
 York Road (A170)  
 Thirsk, YO7 3BT

DRAWING  
 Costa  
 Legal Plans  
 Access Road Boundary

**Wyeth**  
 Projects Services  
 The Cart Shed, Amberley Court,  
 Amberley Lane, Millers, Surrey,  
 GU24 0JL, United Kingdom  
 Tel: +44 (0)1483 624704  
 Email: enquiries@wyethprojects.com

DATE:	March 2022	DRAWN BY:	K/S	REVISED BY:	A1
SCALE:	1:500	DWG NO.:	WPS-MFG-428-LE-03	REV.:	8

LEGAL



Totem Location  
Scale 1:500

REV	DATE	BY	DESCRIPTION

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

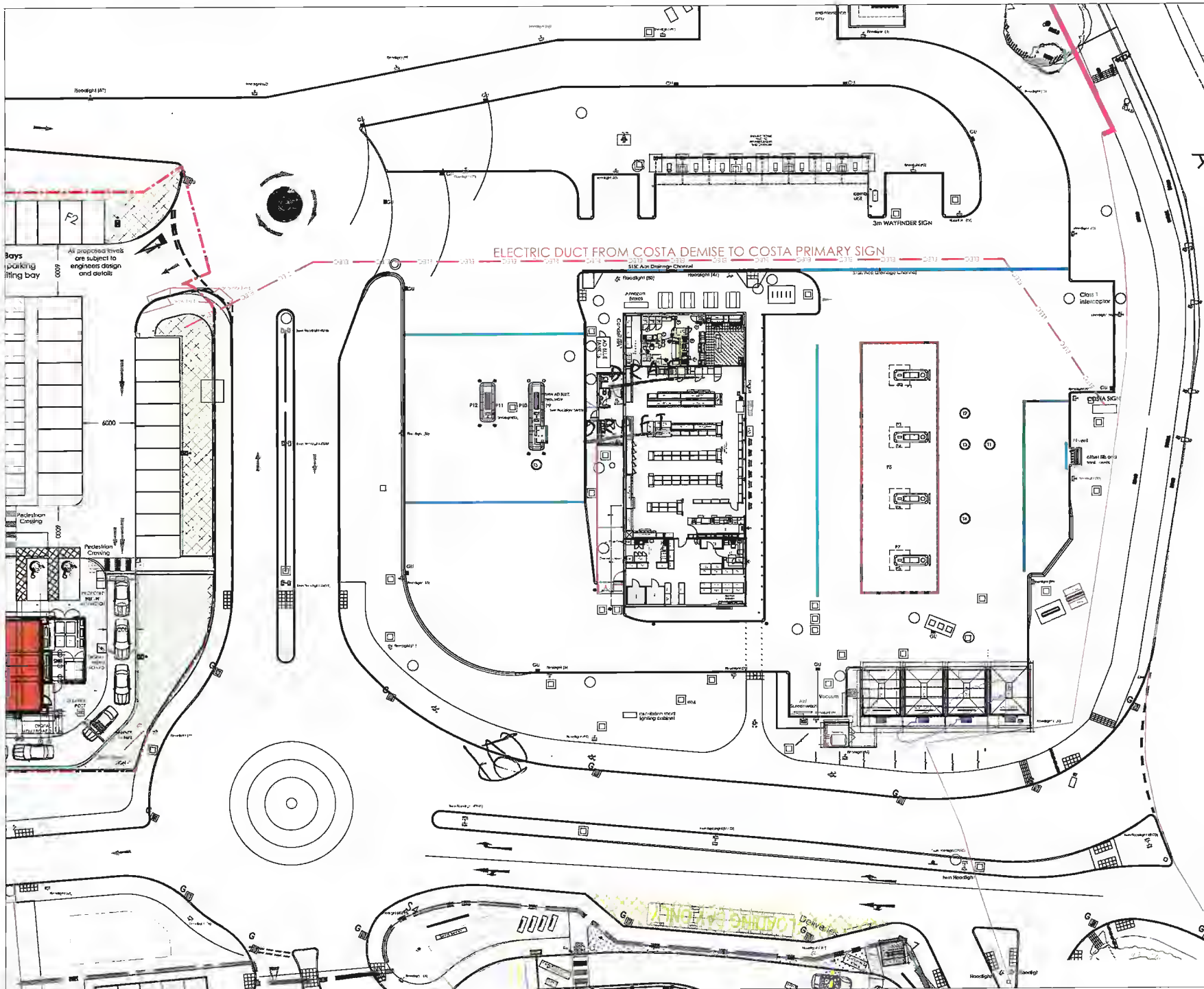
**PROJECT LOCATION**  
 Thirsk - NT1  
 York Road (A170)  
 Thirsk, YO7 3BT

**DRAWING**  
 Costa  
 Legal Plans  
 Totem Location

**Wyeth**  
 Projects Services  
 The Cat Head, Amblerby Court,  
 Amblerby Lane, M25 9LJ, Surrey,  
 GU8 5ES, United Kingdom  
 Tel: +44 (0)1483 422704  
 Email: enquiries@weyethprojects.com  
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DATE	DRAWN BY	SCALE	REV
March 2022	MS	1:500	A1

LEGAL



A 28/07/2022 GY Costa sign installation  
 30/07/2022 GY Browning C20-04

CLIENT  
**MFG** MOTOR FUEL LTD, GLADSTONE PLACE  
 36-38 UPPER MARLBOROUGH ROAD  
 ST ALBANS, HERTS, AL1 3UU

PROJECT LOCATION  
 SOWERBY - NT1  
 YORK ROAD (A170)  
 THIRSK, YO7 3BT

Drawings  
 PROPOSED SITE PLAN  
 COSTA SIGNAGE DUCT

**Wyeth**  
 Projects Services  
 The Cart Shed, Amberley Court,  
 Amberley Lane, Millton, Surrey,  
 GU24 0LQ, United Kingdom  
 Tel: +44 (0)1483 141414  
 Email: enquiries@wyethprojects.com

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 Date: July 2022  
 Scale: 1:200  
 Drawn by: GKY  
 Check by: MFG-428-C19  
 Project No: A1  
 Sheet No: A



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**

<b>LR1. Date of Lease</b>	16 JUNE 2023.
<b>LR2. Title number(s)</b>	<p><b>LR2.1 Landlord's title number(s)</b> NYK264413</p> <p><b>LR2.2 Other title numbers</b> NYK419750 and NYK371348</p>
<b>LR3. Parties to this Lease.</b>	<p><b>Landlord</b> MOTOR FUEL LIMITED (Company Registration Number 05206547) whose registered office is at <del>Freemantle Road, St Albans</del>, Upper <del>Marlborough</del> Road, St Albans, Hertfordshire, AL1 3UU 3TX</p> <p><b>Tenant</b> 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>
<b>LR4. Property</b>	<p><b>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.</b></p> <p>See Schedule 1</p>
<b>LR5. Prescribed statements etc.</b>	<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>
<b>LR6. Term for which the Property is Leased</b>	<p>The term is as follows: 999 years from and including the date hereof</p>

10  
Bridget  
pm  
w.p.

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

<b>Particulars:</b>	means the Land Registry prescribed particulars at the beginning of this Lease
<b>Plan:</b>	means the plan(s) attached to this Lease
<b>Planning Acts:</b>	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
<b>Prohibited Use:</b>	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
<b>Property:</b>	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"> <li>(a) all conducting media within and exclusively serving the Property;</li> <li>(b) all alterations, additions and improvements to the Property;</li> <li>(c) all machinery and plant situated within and exclusively serving the Property;</li> </ul> but excludes: <ul style="list-style-type: none"> <li>(d) the Conducting Media and machinery and plant within but not exclusively serving the Property</li> <li>(e) Tenant's fixtures and fittings</li> </ul>
<b>Rent:</b>	means the annual rent reserved in Clause 2.3(a)
<b>Retained Land:</b>	means the Estate other than the Property
<b>Services:</b>	means those services provided by the Landlord pursuant to Clause 4.3 hereof
<b>Service Charge:</b>	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
<b>Signs:</b>	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 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 LIMITE**

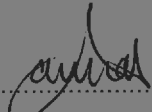
acting by:

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:

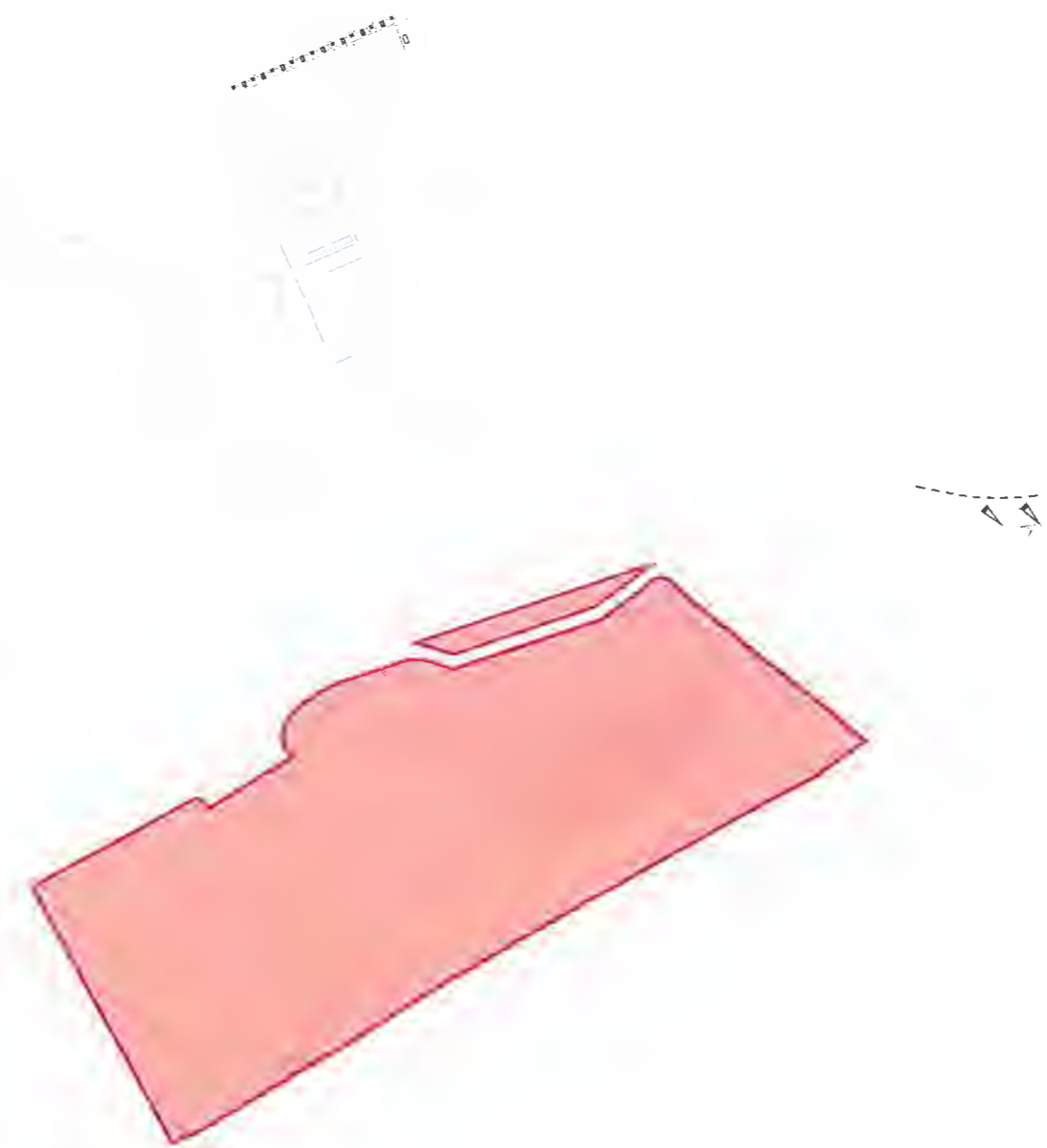
Witness signature: ... ..

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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LEGAL

Let Premises Boundary  
Scale 1:500

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	26/03/22	MS	Estate boundary amended, scale revised.
-	26/03/22	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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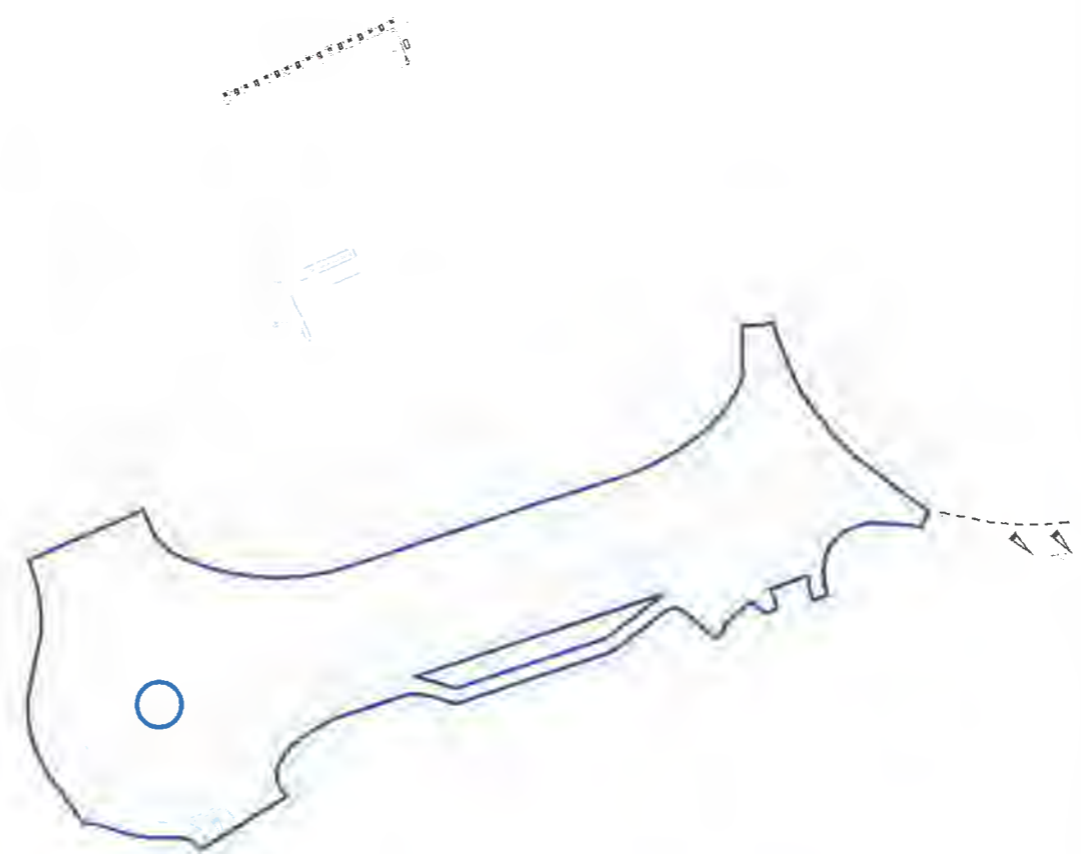
Date:	March 2022	Drawn By:	MS	A1
Scale:	1:500	Drawn No:	WPS-MFG-12-02	Rev:
				A

Estate Boundary  
 Scale 1:500

LEGAL



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: enquiries@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.

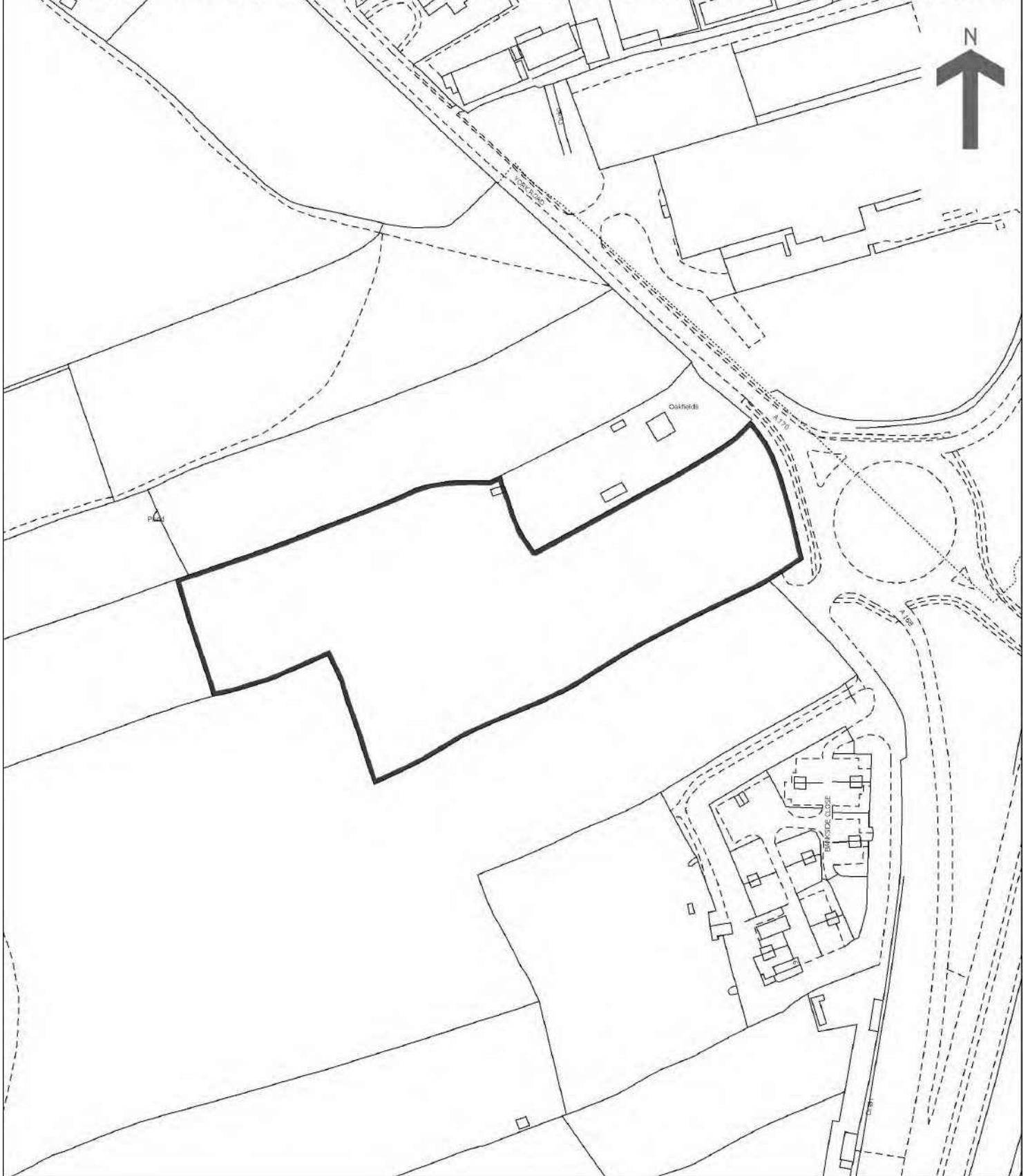
### Title absolute

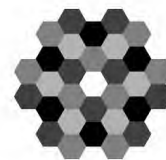
- 1 (20.09.2021) PROPRIETOR: MOTOR FUEL LIMITED (Co. Regn. No. 05206547) of Gladstone Place, 36-38 Upper Marlborough Road, St. Albans AL1 3UU.
- 2 (20.09.2021) The price stated to have been paid on 20 August 2021 was £503,333.
- 3 (26.01.2022) RESTRICTION: No disposition of the registered estate by the 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 **SE43815E**  
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.
- 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 : 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

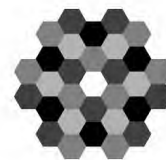
- 1 (20.09.2021) PROPRIETOR: MOTOR FUEL LIMITED (Co. Regn. No. 05206547) of Gladstone Place, 36-38 Upper Marlborough Road, St. Albans AL1 3UU.
- 2 (20.09.2021) The price stated to have been paid on 20 August 2021 was £375,000.
- 3 (26.01.2022) RESTRICTION: No disposition of the registered estate by the 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

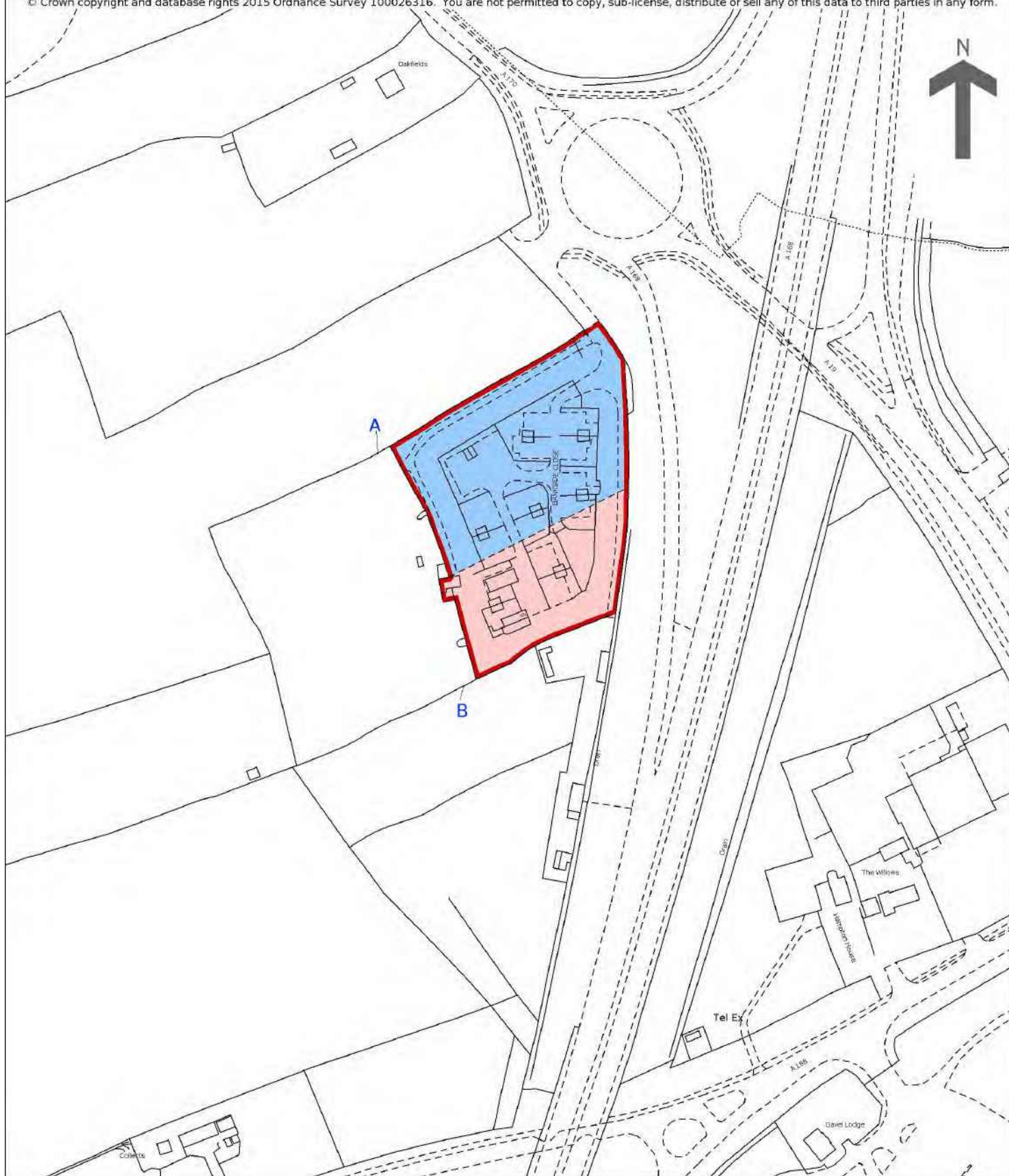
The right and liberty for the Vendor.....to enter onto the Property  
with or without workmen for the purpose of maintaining and repairing  
the drain between the points marked A and B on the plan attached  
hereto".

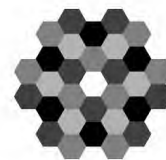
NOTE: The points A and B referred to are reproduced on the filed plan.

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

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**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: 

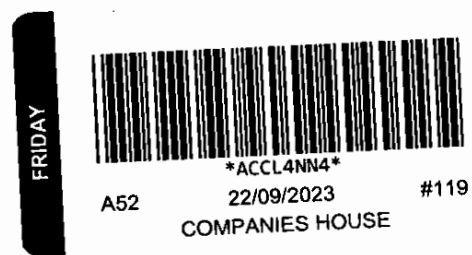
(By or on behalf of Motor Fuel Limited)

Signed: 

(By or on behalf of Paragon 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
Statement of Changes in Equity	11
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

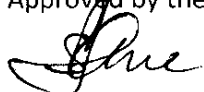
Following the announcement in October 2021 of the acquisition of Morrisons by CD&R, MFG's majority shareholder, the Competition and Markets Authority ("CMA") announced on 26<sup>th</sup> October 2021 that it was launching an investigation into the transaction. MFG and Morrisons were served initial orders 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)
<b>Turnover</b>	7	<b>4,989,086</b>	3,682,135
Cost of sales		<b>(4,482,719)</b>	(3,260,107)
<b>Gross profit</b>		<b>506,367</b>	422,028
Operating expenses		<b>(190,939)</b>	(174,050)
<b>Operating profit</b>	8	<b>315,428</b>	247,978
Investment income		<b>20</b>	103,031
Investment impairment	13	-	(751,620)
Interest receivable and similar income	10	<b>1,182</b>	5,734
Interest payable and similar expenses	10	<b>(24,405)</b>	(16,526)
<b>Profit / (loss) before taxation</b>		<b>292,225</b>	(411,403)
Tax on profit	11	<b>(52,427)</b>	(37,380)
<b>Total comprehensive income / (expense) for the year</b>		<b>239,798</b>	(448,783)



**Balance sheet**

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

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

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

	<b>2022</b>	2021
	<b>Number</b>	Number
Senior employees (including directors)	<b>20</b>	20
Other employees	<b>212</b>	198
	<b>232</b>	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:

	<b>2022</b>	2021
	<b>£000</b>	£000
Wages and salaries	<b>12,552</b>	12,383
Social security costs	<b>1,739</b>	1,430
Pension contributions	<b>1,403</b>	1,018
Share based payments (note 9.4)	<b>13,115</b>	9,100
	<b>28,809</b>	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
<b>Total ‘Sweet’ Ordinary Shares</b>	<b>1,637,926</b>	<b>30.59</b>	<b>50,105</b>

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

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

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	<b>19.00%</b>	19.00%
	<b>£000</b>	£000
Profit / (loss) before income tax	<b>292,225</b>	(401,305)
Tax charge / (credit) at the UK corporate tax rate	<b>55,523</b>	(76,438)
Impairment charge and other non-deductible expense	<b>2,689</b>	123,828
Fixed asset differences	<b>(3,711)</b>	(843)
Adjustments in respect of previous periods – current tax	<b>(1,213)</b>	(4,385)
– deferred tax	<b>83</b>	817
Deferred tax on rolled over gains	<b>4,393</b>	2
Remeasurement of deferred tax – change in UK tax rate	<b>6,340</b>	2,579
Deferred tax assets not recognised	-	1,085
Group relief for nil consideration	<b>(11,677)</b>	(9,265)
Total tax charge for the year	<b>52,427</b>	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
<b>Cost or valuation</b>				
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)
<b>As at 31 December 2022</b>	<b>462,063</b>	<b>213,785</b>	<b>26,095</b>	<b>701,943</b>
<b>Accumulated depreciation</b>				
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)
<b>As at 31 December 2022</b>	<b>21,597</b>	<b>32,953</b>	<b>11,726</b>	<b>66,276</b>
<b>Carrying amount</b>				
As at 1 January 2022	390,892	89,088	16,091	496,071
<b>As at 31 December 2022</b>	<b>440,466</b>	<b>180,832</b>	<b>14,369</b>	<b>635,667</b>

## 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

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

## 15 Inventories

	<b>2022</b>	2021
	<b>£000</b>	£000
Finished goods - fuel	<b>50,767</b>	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

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

## 17 Cash and cash equivalents

	2022 £000	2021 £000
Cash and cash equivalents	<u>181,576</u>	<u>173,109</u>

## 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
	<u>1,048,746</u>	<u>900,521</u>

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

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

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

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

	<b>2022</b>	<b>2022</b>	2021	2021
	<b>No.</b>	<b>£000</b>	No.	£000
Ordinary shares of £0.01 each	<u>2</u>	-	2	-

## 22 Revaluation reserve

	<b>2022</b>	2021
	<b>£000</b>	£000
Revaluation reserve brought forward	<u>6,214</u>	6,214
Revaluation reserve carried forward	<u>6,214</u>	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:

<b>Directly Held</b>	<b>Company Number</b>
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
<b>Indirectly Held</b>	<b>Company Number</b>
Leopard No 2 Investments Limited (Incorporated in Scotland) <sup>1</sup>	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) <sup>2</sup>	15450
Petroleum Distributions Limited (Jersey) <sup>3</sup>	4103
PDR Limited (Jersey) <sup>3</sup>	114694

## 23 Principal subsidiaries (continued)

Guernsey Petroleum Distributions Limited (Guernsey) <sup>4</sup>	615
RGF Limited (Jersey) <sup>2</sup>	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:

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

<sup>2</sup> Registered office is at Springfield Road, St Helier, Jersey, JE2 4LE

<sup>3</sup> Registered office is at La Collette, St Helier, Jersey, JE2 3NB

<sup>4</sup> 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:

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

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

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

- 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:

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

## 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:

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

## 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

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## 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 26<sup>th</sup> 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
<b>Turnover</b>	5	<b>239,417</b>	156,345
Cost of sales		<u>(207,113)</u>	<u>(132,932)</u>
<b>Gross profit</b>		<b>32,304</b>	23,413
Administrative expenses		<u>(20,517)</u>	<u>(14,597)</u>
<b>Operating profit</b>	6	<b>11,787</b>	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>
<b>Profit before taxation</b>		<b>10,247</b>	9,407
Tax charge	11	<u>(663)</u>	<u>(769)</u>
<b>Profit for the financial year</b>		<u><b>9,584</b></u>	<u>8,638</u>

**Statement of comprehensive income**  
*for the year ended 31 December 2022*

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

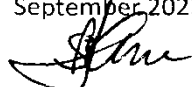
**Balance sheet**  
 as at 31 December 2022

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

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
<b>Balance as at 1 January 2021</b>	-	<b>4,238</b>	<b>4,238</b>
Profit for the year	-	8,638	8,638
Other comprehensive income for the year	-	-	-
<b>Total comprehensive income for the year</b>	-	<b>8,638</b>	<b>8,638</b>
<b>Balance as at 31 December 2021</b>	-	<b>12,876</b>	<b>12,876</b>
Profit for the year	-	9,584	9,584
Other comprehensive income for the year	-	-	-
<b>Total comprehensive income for the year</b>	-	<b>9,584</b>	<b>9,584</b>
<b>Balance as at 31 December 2022</b>	-	<b>22,460</b>	<b>22,460</b>



## 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:

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

	<b>2022</b>	2021
	<b>£000</b>	£000
Wages and salaries	<b>7,731</b>	7,185
Social security costs	<b>261</b>	443
Pension costs	<b>167</b>	103
Other employee expense	-	15
	<b>8,159</b>	7,746

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:

	<b>2022</b>	2021
	No.	No.
Sales, marketing and distribution	<b>663</b>	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

	<b>2022</b>	2021
	£000	£000
<b><i>Interest payable and similar expenses</i></b>		
Intercompany interest payable	<b>(1,540)</b>	(2,160)
<b>Total interest payable and similar expenses</b>	<b>(1,540)</b>	(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
<b>11.1 Income tax expense</b>		
<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
<b>Cost</b>		
At 1 January 2022	1,380	1,380
At 31 December 2022	1,380	1,380
<b>Amortisation</b>		
At 1 January 2022	1,380	1,380
Charge for the year	-	-
At 31 December 2022	1,380	1,380
<b>Carrying amount</b>		
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
<b>Cost</b>				
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)
<b>As at 31 December 2022</b>	<b>19,537</b>	<b>15,065</b>	<b>-</b>	<b>34,606</b>
<b>Accumulated depreciation</b>				
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)
<b>As at 31 December 2022</b>	<b>638</b>	<b>4,381</b>	<b>-</b>	<b>5,019</b>
<b>Carrying amount</b>				
As at 1 January 2022	19,108	8,514	-	27,622
<b>As at 31 December 2022</b>	<b>18,899</b>	<b>10,684</b>	<b>-</b>	<b>29,583</b>

14 Inventories

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

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

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

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

	<b>2022</b>	2021
	<b>£000</b>	£000
As at beginning of period	<b>860</b>	91
Charged to profit and loss in the period (note 11)	<b>663</b>	769
As at end of period	<b>1,523</b>	860

The deferred tax liability above relates to

	<b>2022</b>	2021
	<b>£000</b>	£000
Accelerated capital allowances	<b>1,537</b>	91
Short term timing differences	<b>(14)</b>	769
	<b>1,523</b>	860

### 18 Called up Share Capital

Ordinary shares of £1.00 each		
Allotted and fully paid	No.	£000
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:

	<b>2022</b>	2021
	<b>£000</b>	£000
<b>Operating leases which expire:</b>		
Within one year	<b>248</b>	248
In one to five years	<b>1,022</b>	983
Later than five years	<b>4,430</b>	3,828
	<b>5,700</b>	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:

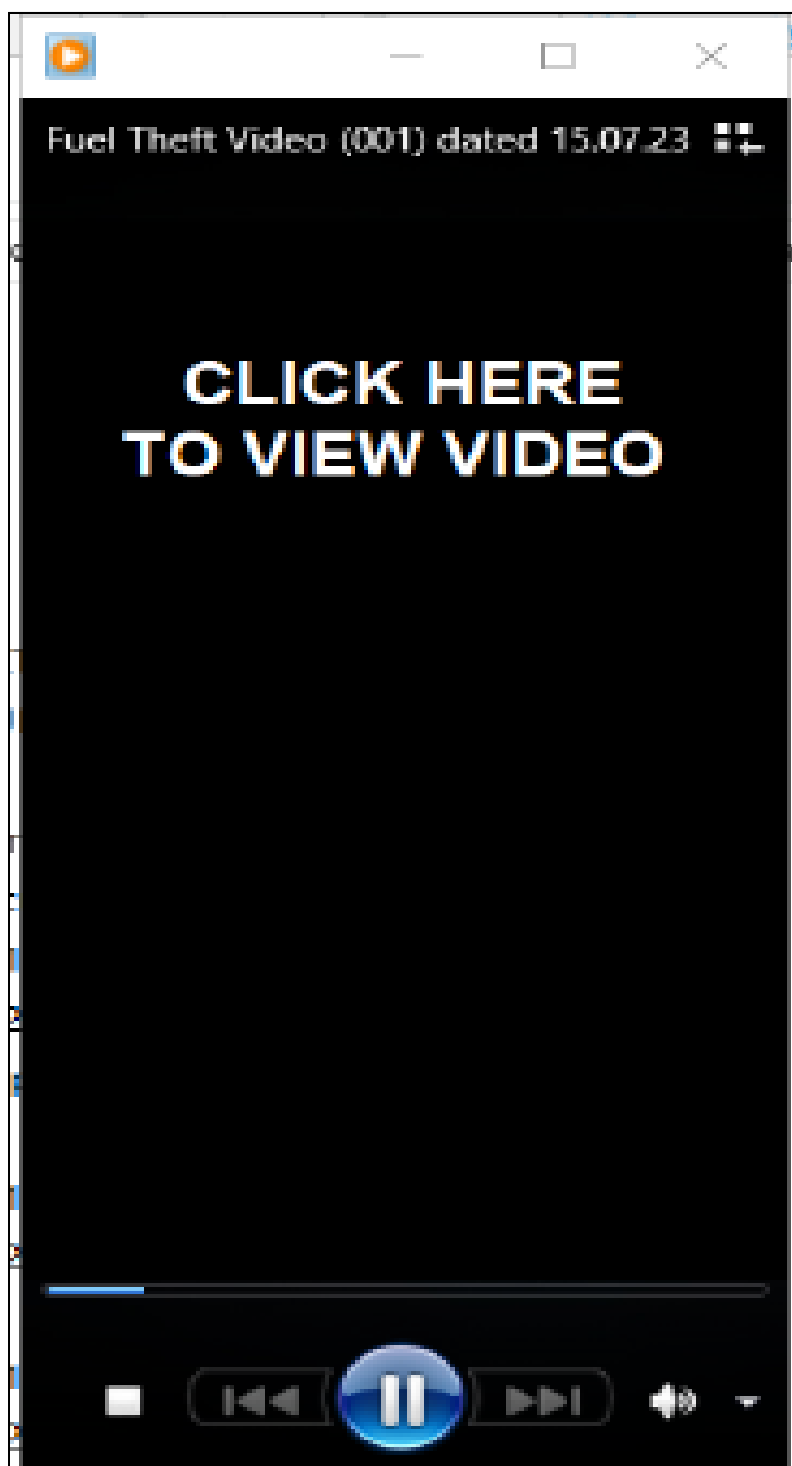
- Executed additional cross currency swap transactions to fully hedge the euro portion of MFG's debt through 2023 and also additional transactions to roll its €246m hedge from December 2023 to December 2025;
- CD&R Firefly Holdco Limited declared a dividend of £23.4m enabling its immediate parent company, 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.





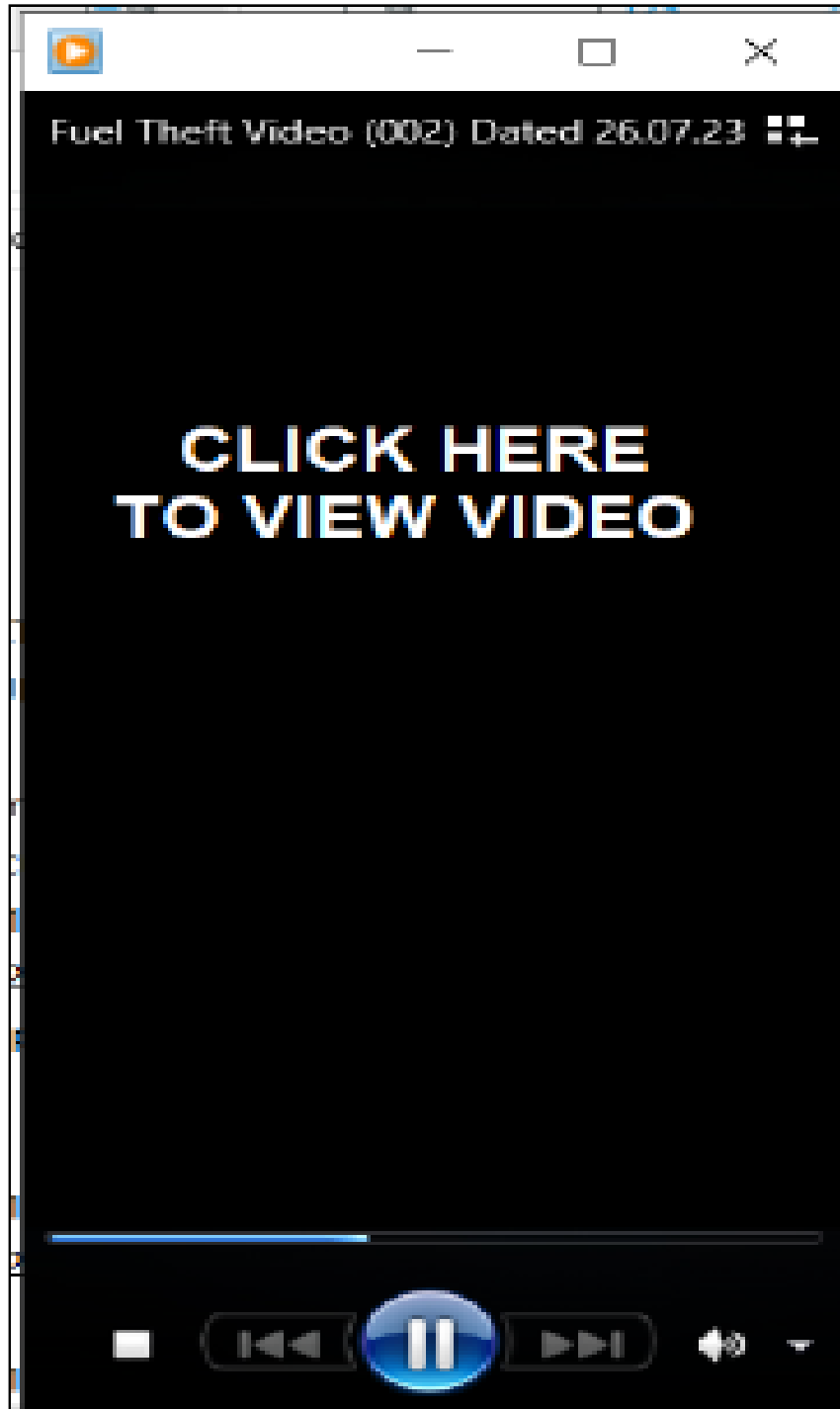
1/14/23 3:49 PM  
North Yorkshire YO7 3TY  
United Kingdom

Video Entitled “Fuel Theft Video (001) dated 15.07.23” – Viewing Instructions





Video Entitled “Fuel Theft Video (002) dated 26.07.23” – Viewing Instructions



Maps

Thirsk Garden  
Centre &  
Coffee Shop

YO7 3AA

188° S

Tuesday, 12 September 2023 at 18:14:57



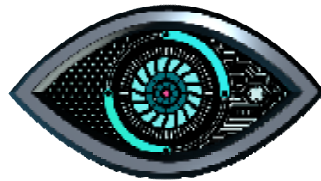












**ASSET PROTECTION  
SECURITY SERVICES**

**WED 10<sup>th</sup> 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](http://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](http://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](http://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](mailto:ross.mercer@motorfuelgroup.com)

**Motor Fuel Limited**  
10 Bricket Road, St Albans, Hertfordshire, AL1 3JX  
Web: [www.motorfuelgroup.com](http://www.motorfuelgroup.com)

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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	£ -	£ -	
<b>Total</b>	<b>£ 82,686.20</b>	<b>£ -</b>	<b>£ 82,686.20</b>	<b>£ -</b>	
Provisional Contract Sum	£ 78,144.20				

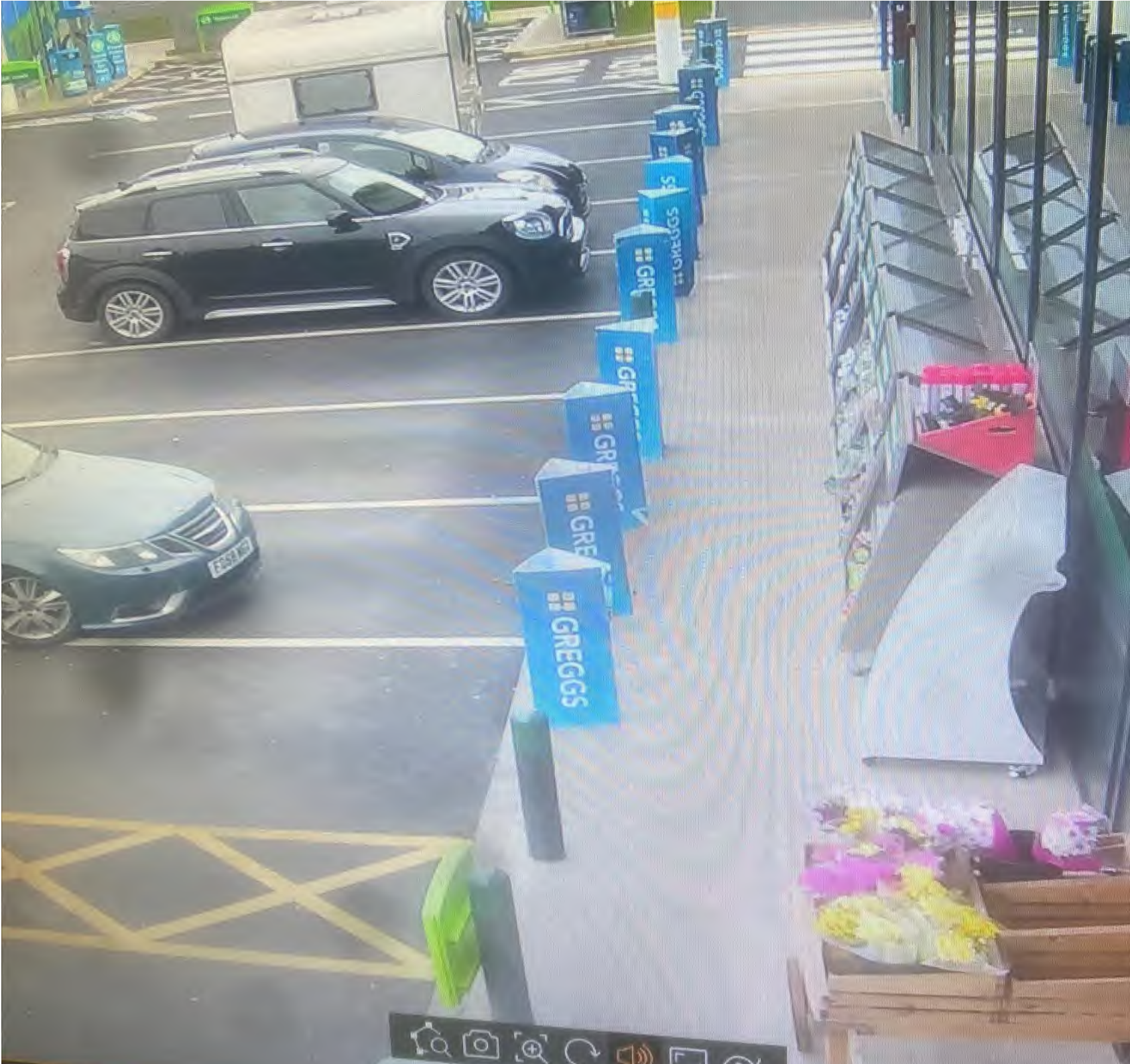
**Application for Payment 1** £ 82,686.20

**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





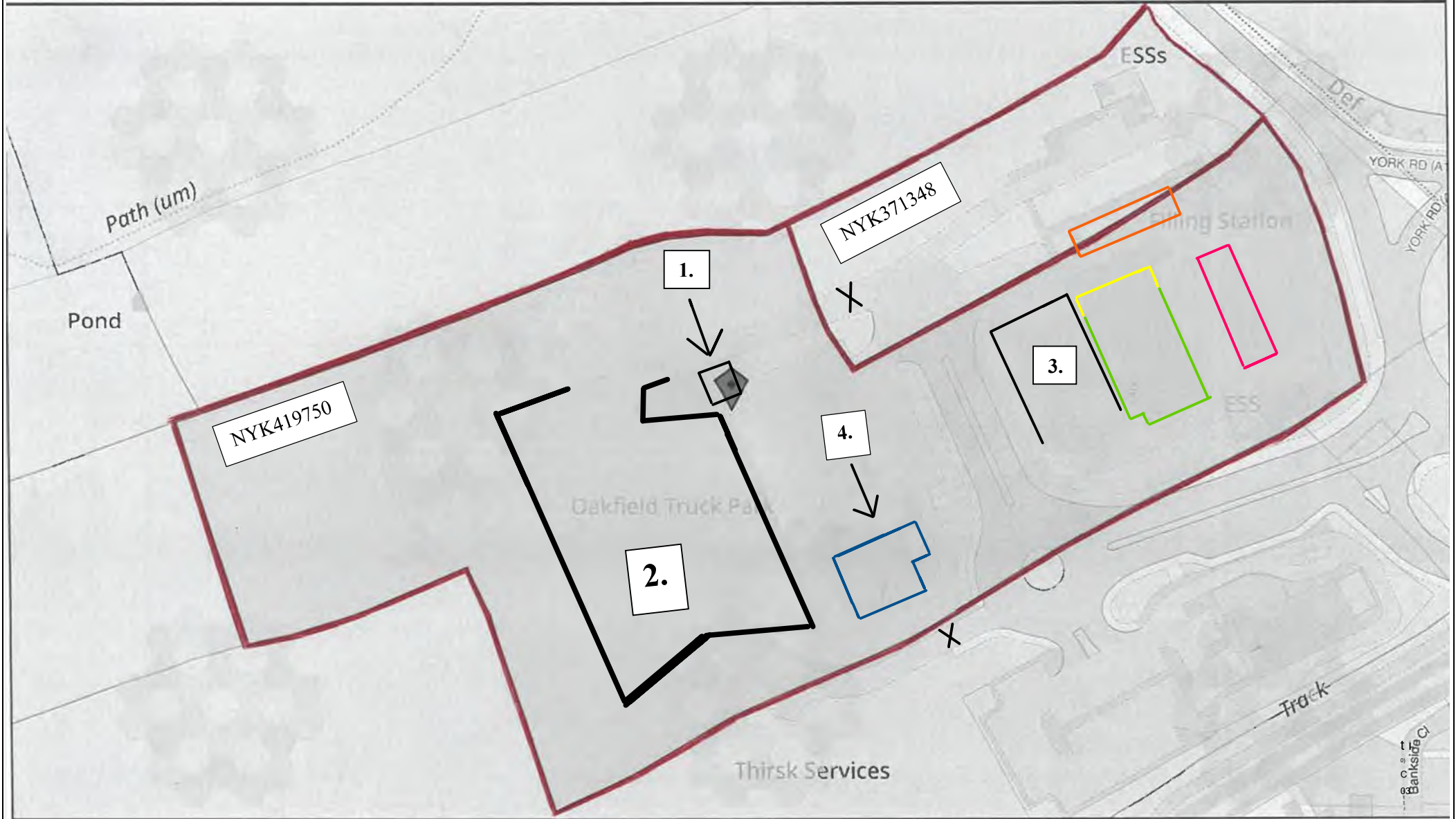
<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Description</b>	<b>Amount</b>
53199	25/05/2023	Security 15/05/23 - 21/05/23	6,326.25
53367	30/05/2023	Security 22/05/23 - 28/05/23	6,664.00
53888	06/06/2023	Security 29/05/23 - 04/06/23	7,549.25
53890	13/06/2023	Security 05/06/23 - 11/06/23	6,326.25
53893	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

<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Description</b>	<b>Amount</b>
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)

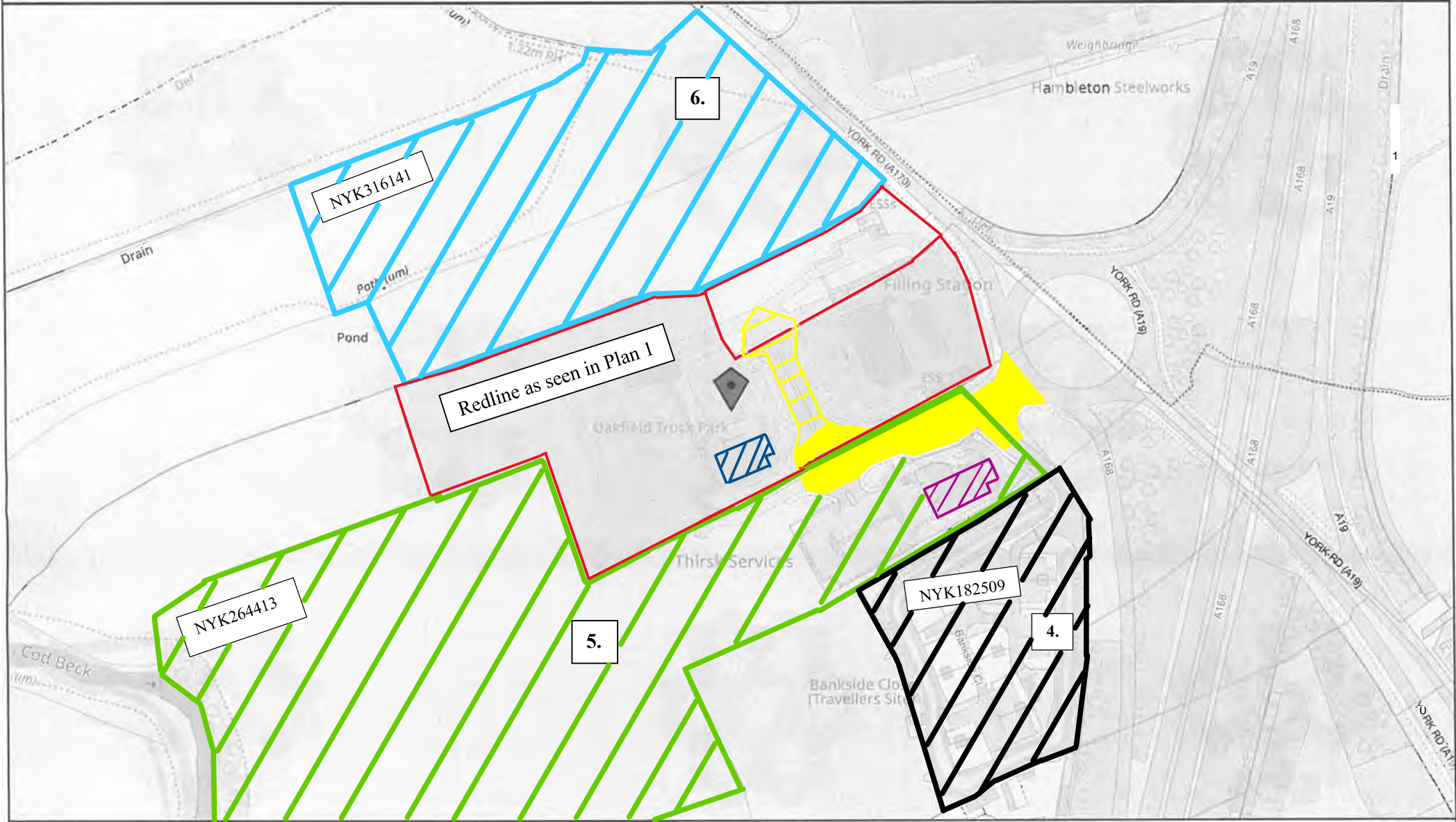
Number 1. = Building believed to be the HGV Washing and Toilet Facilities

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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This map is for reference purposes only. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.

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

A168

A170

A19

A168

A19

A168

R Elsworth  
BMW Specialist

Harvest Energy

Earley Ornamentals

# Certificate of service

<b>Name of court</b> High Court of Justice, Business and Property Courts in Leeds, Property, Trusts and Probate List (ChD)	<b>Claim No.</b> PT-2024-LDS-000022
<b>Name of Claimant</b> (1) Motor Fuel Limited; and  (2) Peregrine Retail Limited	
<b>Name of Defendant</b>  (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	

On what day did you serve?    1 9 / 0 2 / 2 0 2 4

The date of service is    1 9 / 0 2 / 2 0 2 4

## 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](mailto:contact@leedsgate.co.uk); (ii) [info@ytt.org.uk](mailto:info@ytt.org.uk); (iii) [info@travellermovement.org.uk](mailto:info@travellermovement.org.uk); (iv) [policymanager@travellermovement.org.uk](mailto:policymanager@travellermovement.org.uk); (v) [fft@gypsy-traveller.org](mailto:fft@gypsy-traveller.org); (vi) [infogov@northyorks.gov.uk](mailto:infogov@northyorks.gov.uk); and (vii) [contactus@northyorks.gov.uk](mailto: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](mailto:contact@leedsgate.co.uk); (ii) [info@ytt.org.uk](mailto:info@ytt.org.uk); (iii) [info@travellermovement.org.uk](mailto:info@travellermovement.org.uk); (iv) [policymanager@travellermovement.org.uk](mailto:policymanager@travellermovement.org.uk); (v) [fft@gypsy-traveller.org](mailto:fft@gypsy-traveller.org); (vi) [infogov@northyorks.gov.uk](mailto:infogov@northyorks.gov.uk); and (vii) [contactus@northyorks.gov.uk](mailto: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](http://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.....

# Certificate of service

<b>Name of court</b> High Court of Justice, Business and Property Courts in Leeds, Property, Trusts and Probate List (ChD)	<b>Claim No.</b> PT-2024-LDS-000022
<b>Name of Claimant</b> (1) Motor Fuel Limited; and  (2) Peregrine Retail Limited	
<b>Name of Defendant</b>  (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	

<b>On what day did you serve?</b>	0	5	/	0	3	/	2	0	2	4
<b>The date of service is</b>	0	5	/	0	3	/	2	0	2	4

## What documents did you serve?

Please attach copies of the documents you have not already filed with the court.

The Order of HHJ Kelly dated 29 February 2024 granting the Claimants an interim injunction (the "**Order**") and a warning notice of approximately A1 size advertising the existence of the Order (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

- Affixing of the Documents at various locations on and around the around the site of Thirsk Services, York Road, Thirsk, YO7 3AA;
- Uploading the Documents to the following website: <http://www.motorfuelgroup.com>.
- Sending a link to the above website by email to the following email addresses: (i) [contact@leedsgate.co.uk](mailto:contact@leedsgate.co.uk); (ii) [info@ytt.org.uk](mailto:info@ytt.org.uk); (iii) [info@travellermovement.org.uk](mailto:info@travellermovement.org.uk); (iv) [policymanager@travellermovement.org.uk](mailto:policymanager@travellermovement.org.uk); (v) [fft@gypsy-traveller.org](mailto:fft@gypsy-traveller.org); (vi) [infogov@northyorks.gov.uk](mailto:infogov@northyorks.gov.uk); and (vii) [contactus@northyorks.gov.uk](mailto:contactus@northyorks.gov.uk).

Being the  claimant's  defendant's

solicitor's  friend

[X] by other means permitted by the court  
(please specify)

Pursuant to the Order, 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 Order 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. This was done by Mick Cain of Tremark Associates on Friday 1 March 2024 before 15:30. We enclose a copy of Mr Cain's witness statement dated 6 March 2024 which includes photographic evidence of service.
2. Positioning a warning notice of approximately A1 size advertising the existence of the Order on: (i) the access road owned by the First Claimant (having exited from the A19/A170) on the approach to, but before one reaches, the Land; and (ii) on the edge of the Land (whether within or outside) adjacent to the Costa coffee shop and associated parking. This was undertaken by employees of the First Claimant on 4 March 2024.
3. Uploading the Documents to the following website: <http://www.motorfuelgroup.com>. This was undertaken on 5 March 2024.
4. Sending a link to the above website by email to the following email addresses: (i) [contact@leedsgate.co.uk](mailto:contact@leedsgate.co.uk); (ii) [info@ytt.org.uk](mailto:info@ytt.org.uk); (iii) [info@travellermovement.org.uk](mailto:info@travellermovement.org.uk); (iv) [policymanager@travellermovement.org.uk](mailto:policymanager@travellermovement.org.uk); (v) [fft@gypsy-traveller.org](mailto:fft@gypsy-traveller.org); (vi) [infogov@northyorks.gov.uk](mailto:infogov@northyorks.gov.uk); and (vii) [contactus@northyorks.gov.uk](mailto:contactus@northyorks.gov.uk). This was undertaken on 5 March 2024.

Pursuant to paragraph 11 of the Order, service shall be deemed effective on the last date on which all of the above steps shall have been completed – being 5 March 2024.

The locations, website and e-mail addresses specified for alternative service pursuant to the Order.

By Document Exchange

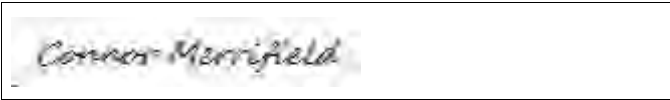
by fax machine (.....time sent, where document is other than a claim form) (you may want to enclose a copy of the transmission sheet)

by other electronic means (.....time sent, where document is other than a claim form) (please specify)

**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 

Position or office held

(Claimant) (~~Defendant~~) ('s solicitor) (~~is litigation friend~~)

(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](http://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 Friday 1 March 2024 before 15:30 hours attend at Thirsk Services, York Road, Thirsk, YO7 3AA where I effected service of the following document: -

A. Injunction Order dated 29 February 2024

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. I also effected service of two plastic boxes containing leverarch files by leaving them at the side of the Greggs shop, opposite the EV charging area and the calor gas cage, next to the "AIR SCR/WASH" bay.
  4. A true copy of the aforementioned documents so served by me are exhibited hereto and marked 'A'.
  5. 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.....06/03/2024.....

## Connor Merrifield

---

**From:** Claire James <Claire.James@pinsentmasons.com>  
**Sent:** 24 December 2024 15:58  
**To:** contact@leedsgate.co.uk; info@ytt.org.uk; info@travellermovement.org.uk; policymanager@travellermovement.org.uk; fft@gypsy-traveller.org; sami@gypsy-traveller.org; infogov@northyorks.gov.uk; contactus@northyorks.gov.uk  
**Cc:** Connor Merrifield; Alicia Foo  
**Subject:** PT-2024-LDS-000022; (1) Motor Fuel Group; and (2) Peregrine Retail Limited -v- Persons Unknown [PM-AC.FID5915884]  
**Attachments:** PT-2024-LDS-Sealed Application Notice(153400507.1).pdf; PT-2024-LDS - Notice of Hearing(153400494.1).pdf; Final Draft Order - Summary Judgment.pdf; Third Witness Statement of David Ablott dated 19 December 2024.pdf

To Whom it may Concern

**OUR CLIENTS: (1) MOTOR FUEL LIMITED (“MFL”); AND (2) PEREGRINE RETAIL LIMITED (“PRL”) (TOGETHER, THE “CLAIMANTS”)**

**LAND: THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA (THE “LAND”)**

**APPLICATION: APPLICATION BY THE CLAIMANTS FOR SUMMARY JUDGMENT AGAINST PERSONS UNKNOWN WITH CLAIM NUMBER: PT-2024-LDS-000022**

**RE: SERVICE OF DOCUMENTS IN ACCORDANCE WITH THE DIRECTIONS FOR ALTERNATIVE SERVICE CONTAINED IN THE ORDER OF HHJ SIOBHAN KELLY SEALED ON 29 FEBRUARY 2024 (THE “ORDER”)**

### **Hearing of Application**

**Date: 10 January 2025**

**Time: 10:30 am** (or as soon thereafter as the application can be heard)

**Venue: Business and Property Courts in Leeds, Fourth Floor, West Gate, 6 Grace Street, Leeds LS1 2RP**

We act on behalf of the Claimants. MFL is the freehold owner of the Land and PRL are a subsidiary company of MFL and are responsible for the day-to-day operation of businesses at the Land.

The Claimants have issued a summary judgment application for the grant of a final injunction which is listed for hearing on 10 January 2025 at 10:30am

The Claimants have been ordered to serve the following documents upon you: -

1. Notice of hearing sealed on 20 December 2024;
2. Sealed application notice dated 19 December 2024;
3. Third witness statement of David Ablott dated 19 December 2024; and
4. Draft order

together, the “**Documents**”.

Pursuant to paragraph 8 of the Order, the Claimants have been ordered to serve the Documents upon you by: (i) uploading the Documents to the website <http://www.motorfuelgroup.com>; and (ii) sending you an e-mail with a link to the aforementioned website.

Please see, by way of service, copies of the Documents which have been uploaded <https://www.motorfuelgroup.com/app/uploads/2024/12/Court-Documents.pdf>.

Should you have any questions in relation to the Documents and / or the contents of this e-mail, please contact Claire James at [Claire.james@pinsentmasons.com](mailto:Claire.james@pinsentmasons.com) and Connor Merrifield at [connor.merrifield@pinsentmasons.com](mailto:connor.merrifield@pinsentmasons.com).

Yours faithfully,

## Pinsent Masons LLP

**Connor Merrifield**  
Associate

☎ +441133686523

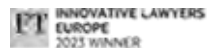
📱 +447919366114



For Pinsent Masons LLP

**PA(s) :** Kristy Ching [kristy.ching@pinsentmasons.com](mailto:kristy.ching@pinsentmasons.com)

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BRAND INDEX 2021

Pinsent Masons supports agile working, so please don't feel you need to respond to this email outside your working hours.



**A purpose-led professional  
services business with law at  
the core**

**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 23 December 2024 before 16:30 hours attend at Thirsk Services, York Road, Thirsk, YO7 3AA where I effected service of the following documents: -
  - A. Notice of Hearing
  - B. Application Notice
  - B. Third Witness Statement of David Ablott
  - C. Draft Order

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**.....23/12/2024.....

**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 'A' referred to in the witness  
statement of Mick Cain**

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



HER HONOUR JUDGE JACKSON (SITTING AS A JUDGE OF THE HIGH COURT)  
20 DECEMBER 2024

PT-2024-LDS-000022

BETWEEN

(1) MOTOR FUEL LIMITED (CRN: 05206547)  
(2) PEREGRINE RETAIL LIMITED (CRN: 03327423)

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 the application of Pinsent Masons LLP for summary judgment under CPR R. 24.4(1)(a) due to the nature of the claim and the fact that final injunctive relief is being sought against Persons Unknown, by notice dated 19 December 2024

IT IS ORDERED that:

1. The application is listed for hearing in the Applications List on

**Date:** 10 January 2025

**Time:** 10:30 am (or as soon thereafter as the application can be heard)

**Venue:** Business and Property Courts in Leeds, Fourth Floor, West Gate, 6 Grace Street, Leeds LS1 2RP

when you should attend.

3 hours has been allowed for the hearing.

### **IMPORTANT INFORMATION FOR THOSE ATTENDING THE HEARING**

Proceed straight to the Fourth Floor and report to the Fourth Floor reception on your arrival. There is no need to report to Ground Floor reception. If there is no member of court staff present on your arrival on the Fourth Floor please await their return. It is essential that you register your attendance with the court staff on the Fourth Floor. You must not assume that they will come to find you. The hearing may proceed in your absence if you arrive late or do not register your attendance on your arrival.

Water is not provided in the court rooms. A water cooler is available on the 4th floor from which court users may fill their own drinking bottles. The court may refuse to admit drinking bottles which pose a security risk, e.g. glass bottles, or those without lids due to the risk of damage to electrical equipment from spills.

2. If the parties consider the time estimate to be inadequate they must advise the court within 48 hours of service of this order with reasons and an agreed time estimate.
3. By 10am on **8 January 2025** the responsible party shall file\* and serve an **electronic** hearing bundle which complies with Appendix X of the Chancery Guide and the 'General guidance on electronic court bundles' found here: <https://www.judiciary.uk/announcements/general-guidance-on-electronic-court-bundles/>.
4. The responsible party is either:
  - (a) the Applicant if they are legally represented; or
  - (b) the Respondent if they are legally represented and the Applicant is not.
5. If no party is legally represented and the Applicant does not have the facilities to prepare an electronic bundle, the Applicant shall prepare a hard copy hearing bundle and provide a copy to the Respondent and to the court.
6. **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.**
7. By 10am on **9 January 2025** at the very latest:
  - (a) skeleton arguments shall be filed and exchanged in accordance with Chapter 14 and Appendix Y of the Chancery Guide, unless paragraph 2 of Appendix Y applies;
  - (b) the parties shall file a draft order.
8. In addition to filing by CE-File the parties shall file copies of their skeleton arguments and the draft order, in Word format (or equivalent), by email sent to [bpc.leeds.skeletons@justice.gov.uk](mailto:bpc.leeds.skeletons@justice.gov.uk).
9. By 2pm on **9 January 2025** the responsible party shall file\* and serve an agreed single joint electronic bundle of authorities.
10. Litigants in person are not required to prepare a skeleton argument, bundle of authorities or draft order but if they choose to do so they must deliver them to the court and to the other parties by the time specified above.
11. This order shall be served by the Applicant on the Respondent.



12. Any party may apply to stay, vary, or set aside the terms of this order providing the application is made not later than 4pm on the date 7 days after this order is served upon them.

## **SERVICE OF THE ORDER**

The court has provided a sealed copy of this order to the serving party:

Pinsent Masons LLP, 1 Park Row, Leeds, LS1 5AB Ref: AF02/CM80/TR30/MO0147.07467  
[connor.merrifield@pinsentmasons.com](mailto:connor.merrifield@pinsentmasons.com)

### *\*Note on electronic filing of bundles*

*CE-File:* If the hearing bundle is 50MB or less it may be uploaded to CE-File. For bundles larger than 50MB consideration should be given to using the HMCTS Document Upload Centre or a commercially available file transfer service. 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]". Note that filing by CE-File can remove some of the capabilities of the PDF, for example hyperlinks.

*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.

### *Note on representation of companies (not forming part of the formal order)*

*Unless a lawyer with a right of audience will address the court on behalf of a company:*

- (a) A director or employee wishing to do so may be required to produce the written authority of the board of directors, and*
- (b) Any other person will normally be expected to make a formal application for the discretionary grant of a right of audience well in advance of the hearing. Any such application will need to set out all the information the court needs to consider for such an application.*

*Failure to do so may result in an adjournment and/or possible costs consequences.*

N244

# Application notice

For help in completing this form please read the notes for guidance form N244 Notes.

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>



<b>Name of court</b> High Court of Justice Business and Property Courts in Leeds Property, Trusts, and Probate List (ChD)		<b>Claim</b> ★ 19 Dec 2024 ★ PT-2024-1DS-000022	
<b>Fee account no.</b> (if applicable)		<b>Help with Fees - Ref. No.</b> (if applicable) 2024-1DS-000022	
		H W F - [ ] - [ ]	
<b>Warrant no.</b> (if applicable)			
<b>Claimant's name (including ref.)</b>  (1) Motor Fuel Limited (CRN: 05206547) (2) Peregrine Retail Limited (CRN: 03327423)  (Ref:AF02/MO0147.07467)			
<b>Defendant's name (including ref.)</b>  (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.			
<b>Date</b>		19 December 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

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

The Claimants ask the Court to make an order in the terms of the draft order attached to this Application Notice.

This is an application for summary judgment under CPR Part 24 on the grounds that the Claimants believe, on the evidence, that the Defendants have no real prospect of successfully defending the claim and that the Claimants know of no other reason why the disposal of the claim should await trial. No acknowledgment of service or defence has been filed by the Defendants. The Claimants invite the Court to grant permission for the Claimants to apply for summary judgment pursuant to CPR r. 24.4(1)(a) due to the nature of the claim and the fact that final injunctive relief is being sought against Persons Unknown. The Claimants rely upon the first, second and third witness statements of David Ablott, the witness statement of Andrew Caddick, and the witness statement of Richard Kerr Linton.

In accordance with CPR r. 24.5, the Defendants' attention is drawn to the fact that they have a right to rely upon evidence opposing the application. If the Defendants wish to rely upon any written evidence, they must file at Court and serve copies of such evidence on the Claimants at least 7 days before the hearing.

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

Yes  No

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

at a hearing  without a hearing

at a remote hearing

6. How long do you think the hearing will last? Is this time estimate agreed by all parties?

Hours  Minutes

Yes  No

7. Give details of any fixed trial date or period

N/A

8. What level of Judge does your hearing need?

Judge (HHJ Siobhan Kelly has previously dealt with interim applications *vis-à-vis* the claim)

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.

This application, and supporting evidence, is to be served upon the Defendants in accordance with paragraph 8 of the order HHJ Kelly sealed on 29 February 2024 which permits service of all applications in the claim upon the Defendants by an alternative method and at an alternative place pursuant to CPR r.6.15 and 6.27.

10. 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.

11. 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

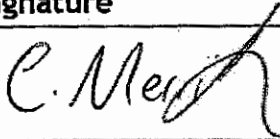
## Statement of Truth

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 section 10 (and any continuation sheets) are true.

The applicant believes that the facts stated in section 10 (and any continuation sheets) are true. I am authorised by the applicant to sign this statement.

Signature



Applicant

Litigation friend (where applicant is a child or a Protected Party)

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

Date

Day

19

Month

12

Year

2024

Full name

Connor Steven Merrifield

Name of applicant's legal representative's firm

Pinsent Masons LLP

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

Associate Solicitor

Applicant's address to which documents should be sent.

Building and street

1 Park Row

Second line of address

Town or city

Leeds

County (optional)

Postcode

L	S	1	5	A	B
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If applicable

Phone number

[+441133686523](tel:+441133686523)

Fax phone number

DX number

Your Ref.

AF02/CM80/TR30/MO0147.07467

Email

[Alcia.Foo@pinsentmasons.com](mailto:Alcia.Foo@pinsentmasons.com); [Claire.James@pinsentmasons.com](mailto:Claire.James@pinsentmasons.com);  
[Connor.Merrifield@pinsentmasons.com](mailto:Connor.Merrifield@pinsentmasons.com)

1. Claimants
2. David Ablott
3. Third
4. Exhibits "DA3" to "DA12"
5. 19 December 2024

Claim Number: PT-2024-LDS-000022

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

**(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**

---

**THIRD 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



1. Claimants
2. David Ablott
3. Third
4. Exhibits "DA3" to "DA12"
5. 19 December 2024

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. I am duly authorised by and make this statement in support of the Claimants' application for summary judgment of its claim for a final injunction to restrain the Defendants from entering upon the Claimants' property to encamp for residential purposes and / or from syphoning fuel from the Claimants' filling pumps or a vehicle or receptacle that does not belong to that individual and without the consent of the owner of that vehicle or receptable.
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 my capacity as Operations Director employed by the First Claimant.
4. This witness statement has been prepared by the Claimants' solicitors, Pinsent Masons LLP ("**Pinsent Masons**"), following a video conference with me on 10 December 2024 in order to deal with my instructions to them about this matter and this witness statement.
5. There is now shown to me marked as **Exhibits "DA3" – "DA12"** a paginated bundle of true copy documents to which I refer in the course of this witness statement: -

<b>EXHIBIT</b>	<b>DOCUMENT DESCRIPTION</b>	<b>DATE</b>	<b>PAGE(S) OF EXHIBITS</b>
"DA3"	First Witness Statement of David Ablott	12 February 2024	1 – 10
"DA4"	Second Witness Statement of David Ablott	12 February 2024	11 – 16
"DA5"	Witness Statement of Andrew Caddick	12 February 2024	17 – 30
"DA6"	Witness Statement of Richard Linton	12 February 2024	31 – 40

1. Claimants
2. David Ablott
3. Third
4. Exhibits "DA3" to "DA12"
5. 19 December 2024

"DA7"	Sealed Order of HHJ Siobhan Kelly	15 February 2024	41 – 47
"DA8"	Sealed Order of HHJ Siobhan Kelly	29 February 2024	48 – 58
"DA9"	Certificate of Service of Connor Merrifield	21 February 2024	59 - 62
"DA10"	Witness Statement of Mick Cain	22 February 2024	63 – 65
"DA11"	Certificate of Service of Connor Merrifield	8 March 2024	66 – 70
"DA12"	Witness Statement of Mick Cain	6 March 2024	71 – 110

6. Where the reference is "DA3/4", "DA3" indicates the exhibit referred to and "4" refers to the relevant page number within the paginated bundle of true copy documents hereto.

#### **SERVICE OF THE CLAIM**

7. On 12 February 2024, the Claimants issued the present claim following recurrent acts of trespass at Thirsk Services. The Claimants also issued an application for permission to serve the claim (and the Interim Injunction Application referred to below) on the Defendants by alternative methods of service (the "**Alternative Service Application**").

1. Claimants
2. David Ablott
3. Third
4. Exhibits "DA3" to "DA12"
5. 19 December 2024

8. The Alternative Service Application was granted by HHJ Siobhan Kelly in the High Court of Justice Business and Property Courts in Leeds on 15 February 2024 (the "**Alternative Service Order**"). A sealed copy of the Alternative Service Order can be found at Exhibit DA7.
9. The Claimants served the documents specified at paragraph 2 of the Alternative Service Order (the "**Documents**") on the Defendants by 4pm on 19 February 2024. The steps taken included affixing the Documents at various locations around the site of Thirsk Services, uploading the Documents to <http://www.motorfuelgroup.com> and sending a link to the website to the email addresses specified in Schedule 2 to the Alternative Service Order. A copy of the Certificate of Service of Connor Merrifield dated 21 February 2024 and the witness statement of Mick Cain dated 22 February 2024 confirming the steps taken to effect service of the Documents can be found at DA9 and DA10.
10. I understand from Pinsent Masons that no Acknowledgment of Service, Admission or Defence was filed or served by the Defendants within 14 days of service of the claim. Nor has any such document been filed or served since. At the time of making this witness statement, the Defendants have failed to provide any substantive response to the claim.

#### **THE APPLICATION FOR AN INTERIM INJUNCTION**

11. The Claimants previously made an application for an interim injunction to restrain the Defendants from entering upon the Claimants' property to encamp for residential purposes (temporary or otherwise) and / or from 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 (the "**Interim Injunction Application**").
12. I made two witness statements in support of the Interim Injunction Application both dated 12 February 2024. Copies of my previous witness statements can be found at Exhibits DA3 and DA4. My witness statements were made following my review of the witness statements of Mr Andrew Caddick of Triton Security and Facilities Management ("**Triton**") and Mr Richard Linton, legal counsel of the First Claimant. A copy of Mr Caddick's witness statement can be found at Exhibit DA5 and a copy of Mr Linton's witness statement can be found at Exhibit DA6.
13. As detailed at paragraphs 8-15 of Mr Caddick's statement, there were numerous instances of the Defendants seeking to: (i) encamp upon the Claimants' property for residential purposes (temporary or otherwise); and / or (ii) enter the Claimants' property with the

1. Claimants
2. David Ablott
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4. Exhibits "DA3" to "DA12"
5. 19 December 2024

intention to syphon fuel from the Claimants' filling pumps and/or a vehicle or receptacle that does not belong to the relevant individual. Such instances occurred routinely for a prolonged period of time - stretching from the period commencing on 27 December 2022 to 11 January 2024.

14. By way of example only, Mr Caddick confirmed that Triton had either prevented or dealt with: -
  - 14.1 The Defendants attempting to encamp upon the Claimants' property for residential purposes on the 12 March 2023, 14 April 2023, 27 May 2023, 2 June 2023, 4 June 2023, 12 June 2023, 21 June 2023, 23 June 2023, 24 June 2023, 6 July 2023, 30 July 2023, 4 August 2023, 6 August 2023, 10 August 2023, 13 August 2023, 20 August 2023, 24 August 2023, 27 August 2023, 14 September 2023, 24 September 2023, 8 October 2023, 27 November 2023 and 10-11 January 2024;
  - 14.2 The Defendants entering the Claimants' property with the intention to syphon 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 on 13 July 2023, 15 July 2023, 18 July 2023, 26 July 2023, 7 September 2023, 10 September 2023 and 21 September 2023;
  - 14.3 The Defendants behaving in an aggressive manner towards security officers or members of staff, particularly when challenged about their behaviour, for example on 20 February 2023, 13 April 2023, 4 June 2023, 22 June 2023, 24 August 2023 and 29 August 2023;
  - 14.4 The Defendants causing or attempting to cause damage to property whilst trespassing on the Claimants' property and/or attempting to gain access to Thirsk Services, including:
    - 14.4.1 attempting to smash lighting on the Land at the back of the HGV Park and the Shower Block on 10 January 2023;
    - 14.4.2 causing damage to newly planted trees in the Undeveloped Area on 11 January 2023;
    - 14.4.3 throwing objects resulting in a smashed van on 14 January 2023;
    - 14.4.4 throwing stones at plant and security vehicles on 11 February 2023;

1. Claimants
2. David Ablott
3. Third
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5. 19 December 2024

- 14.4.5 causing damage to fencing when attempting to gain access to the HGV Park on 18 March 2023;
- 14.4.6 damaging unit vans by the throwing of stones on 8 May 2023 and 19 June 2023;
- 14.4.7 causing or attempting to cause damage by the throwing of stones or other objects on 15 May 2023, 2 June 2023, 20 June 2023, 1 July 2023, 10 July 2023, 31 July 2023, 24 August 2023, including throwing stones or objects at customers' vehicles on many of those occasions;
- 14.5 Other instances of the Defendants entering the Claimants' property including instances where either: (i) the Claimants' property was vandalised; or (ii) no theft, or attempted theft was made, because Triton escorted them from the Claimants' land in a timely fashion. Notably, on the 26 July 2023, Mr Caddick states that the police were forced to chase 4 males through the Claimants' property who were using a stolen motorbike; and that Triton recovering a fuel canister which was dropped by those fleeing.
15. I consider that the Defendants clearly had a continuing intention, and indeed acted on such intention on numerous occasions, to encamp upon the Claimants' property for residential purposes and / or enter the Claimants' property with the intention to syphon fuel which was not theirs.
16. At paragraphs 6-15 of my first witness statement (DA3/4-8), I previously set out the prejudice suffered by the Claimants as a result of the Defendants' trespasses; notably:-
- 16.1 The Claimants were obliged to pay for security to attempt to prevent and limit the trespasses; the cost of which was prohibitive. Prior to the Interim Injunction Application, the Claimants had incurred security costs of circa. £402,000 – with ongoing security costs of circa. £1,850 per week at that time;
- 16.2 The Claimants were obliged to repair lighting, CCTV and fencing;
- 16.3 In light of the high number of incidents on the Claimants' property, the Claimants installed, fencing, boulders and rising ramps to attempt to prevent the Defendants from entering the Claimants' property. By way of example: -
- 16.3.1 the Claimants have paid £36,000 to install paving fencing which was completed on 21 November 2023; and

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- 16.3.2 the Claimants have paid £82,686 to install rising ramps.
- 16.4 In addition to all the costs and losses mentioned above, of particular concern - in light of the fact that Thirsk Services was a new site which was trying to build up business - was the customer dissatisfaction for those legitimate users of Thirsk Services, including HGV drivers, as well as the associated reputational damage and the loss of future business.
17. By way of comparison, it has not been necessary for the Claimants to employ Triton (or any other security company) at any similar site owned or operated by the Claimants once it has become operational. The need for security patrols to remain in place during the Operational Period at Thirsk Services was a direct result of the Defendants' wrongful acts and the repeated trespasses suffered by the Claimants prior to the claim being issued.
18. The Interim Injunction Application was heard on 23 February 2024 before HHJ Siobhan Kelly in the High Court of Justice Business and Property Courts in Leeds where an interim injunction was granted, the order being sealed on 29 February 2024 (the "**Interim Injunction**"). A sealed copy of the Interim Injunction can be found at Exhibit DA8.

#### **SERVICE OF THE INTERIM INJUNCTION**

19. In accordance with the alternative service provisions set out at paragraph 7 of the Interim Injunction, the Claimant served the Interim Injunction by fixed a copy at various locations around the site of Thirsk Services, positioning a warning notice of approximately A1 size advertising its existence at specified locations, uploading it to the aforementioned website and sending a link to the same to specified email addresses – all such steps took place by 5 March 2024. A copy of the Certificate of Service of Connor Merrifield dated 8 March 2024 and witness statement of Mick Cain dated 6 March 2024 confirming the steps taken to effect service of the Interim Injunction can be found at DA11 and DA12.
20. Paragraph 4 of the Interim Injunction stipulates that anyone served with or notified of the Interim Injunction may apply to the Court at any time to vary or discharge the Interim Injunction provided that they first give the Claimants' solicitors 72 hours' notice of such application. I am informed by Pinsent Masons that no such application has been made.

#### **IMPACT OF THE INTERIM INJUNCTION**

21. The Interim Injunction granted against the Defendants has been very effective; the acts of trespass have ceased.

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22. This has allowed the Claimants to forgo paying Triton to provide security at the Claimants' property in July 2024 saving the Claimants £1,850 per week (I note that this figure would likely now be higher as a result of inflation). Since stopping the security provision, the Claimants have not experienced any incidents of trespass at the Claimants' property.
23. Notably even during the Appleby Horse Fair which was held on 6 June 2024 and sees a large and increased number of travellers visiting the Claimants' property, there was no repetition of the acts of trespass or the type of behaviour detailed in the witness statement of Andrew Caddick. The Interim Injunction has clearly had a powerful deterrent effect.
24. As explained in my previous statements, and referred to above, despite the Claimants' efforts and expense, acts of trespass continued prior to the grant of the Interim Injunction (including the installation of expensive rising ramps and boulders and prohibitively expensive 24/7 security); it was, however, only the Interim Injunction which has been effective in preventing continued trespasses.

#### **Continuing Threat of Acts of Trespass**

25. The risk posed by the persons unknown represents a serious, real and imminent concern to the Claimants for the following reasons:-
- 25.1 The Claimants are responsible for the safety and security of their employees at Thirsk Services and wish to do everything possible to avoid harm being caused to their employees and those making use of Thirsk Services. I have spoken to Sam Thompson, who is the site manager responsible for day-to-day operations at Thirsk Services. He has stated that the trespasses and theft undertaken by the Defendants severely intimidated both members of staff of the Claimants and customers of the Claimants alike. This accords with my own view of the effect of the Defendants trespasses – which caused an atmosphere of fear at Thirsk Services and was not only off-putting to customers but upset and scared members of staff;
- 25.2 Thirsk Services is the only services offering specialist HGV facilities – including specialist fuel pumps, separate HGV parking adjacent to the main petrol pump forecourt, and showers for HGV drivers – within a 10-mile radius (including the vicinity of Thirsk and York) which facilitates improved welfare and security for HGV drivers. It is essential that the trespasses at Thirsk Services are prevented to:-

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- 25.2.1 Ensure the safety and security of the Claimants' employees and of all customers – especially HGV drivers who have no alternative within a 10 mile radius of Thirsk Services (including the vicinity of Thirsk and York);
  - 25.2.2 Protect customers, employees and the Defendants themselves from risk of physical harm as a result of them engaging in dangerous activities such as siphoning fuel from filling pumps or a vehicle or receptacle belonging to others, and prevent further damage to the Claimants' property and customers' vehicles;
  - 25.2.3 Protect the reputation of the Claimants and the Claimants' ability to operate Thirsk Services, and other services nationally, in a sustainable and profitable manner. I am fearful that customers, especially commercial customers such as HGV drivers, will refuse to use services operated by the Claimants if they attend Thirsk Services and are forced to deal with trespassers either encamping or attempting to steal fuel once again. Notably, the "Snap Access and Security network" is being rolled out nationwide – whereby commercial road users (such as HGV drivers) will pay for their petrol through company accounts as opposed to paying individually like standard road users. There is a real risk that if Thirsk Services becomes known as a location subject to various trespasses, and criminal acts, then HGV drivers, and their companies, will refuse to use not only Thirsk Services but the Claimants' services nationally. The Defendants' trespasses pose an existential risk to the profitability, and continuance, of not only Thirsk Services but of the Claimants as going concerns; and
  - 25.2.4 If HGV drivers are unable to use Thirsk Services (or indeed other services of the Claimants' nationally), they may well be forced to use services without specialist facilities. This would be detrimental to the health and safety of HGV drivers and to all other road users; it is imperative, and a public good, that HGV drivers are provided with facilities which meet driver welfare standards so that they can undertake long haul drives safely.
26. The Claimants consider that there is an imminent and real threat of further attempts to trespass at Thirsk Services and as such the Claimants consider that they have no other option but to apply for a final injunction to maintain the safety and security of the property, those who work at the property, the users of the property and road users at large. As detailed above, the Claimants took various steps at significant cost to try and stop the acts of trespass without the need for legal action, but trespasses continued to occur. To date,



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the only thing that has effectively prevented trespass and the associated activities detailed in the evidence filed in support of the claim is the Interim Injunction; I am very worried that without an injunction in place, the incidents of trespass will resume and continue unabated.

#### 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:  Signed by:  
BEP5C9AAEB114FD...

**DAVID ABLOTT**

**Date:** 19/12/2024

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3. Third
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CLAIM NO:

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

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THIRD WITNESS STATEMENT OF DAVID ABLOTT

**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**

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*draft ORDER*

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**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 order granting the Claimants an interim injunction made by HHJ Siobhan Kelly on 23 February 2024 (sealed on 29 February 2024) (the "**Interim Injunction Order**").

**AND UPON** an application for summary judgment of the claim dated 19 December 2024.

**AND UPON** considering the third witness statement of David Ablott dated 19 December 2024 and the exhibits thereto.

**AND UPON** hearing Counsel for the Claimants [and Counsel for the Defendants].

**IT IS ORDERED THAT:**

### **SUMMARY JUDGMENT**

1. Pursuant to CPR r. 24.4(1)(a), the Claimants have permission to apply for summary judgment against the Defendants.
2. Pursuant to CPR r. 24.3, summary judgment is granted against the Defendants on the whole of the claim.

### **DISCHARGE OF INTERIM INJUNCTION ORDER**

3. This final injunction order (this "**Final Injunction Order**") replaces the Interim Injunction Order which is discharged with effect from the date of this Final Injunction Order.

### **GRANT OF FINAL INJUNCTION ORDER**

4. With immediate effect and until 23.59 on 21 February 2028 unless varied, discharged or extended by further order, the Defendants must not: -
  - a. 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 Final Injunction Order but excluding the area hatched green (containing the

Costa coffee shop and associated parking) (the "Land"), without the consent of the Claimants; and / or

- b. enter onto any part of the Land 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.
5. 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**

6. Anyone served with or notified of this Final Injunction Order may apply to the Court at any time to vary or discharge this Final Injunction 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.
7. Any person applying to vary or discharge this Final Injunction Order must provide their full name, address and address for service.
8. The Claimants have liberty to apply to vary this Final Injunction Order.

### **REVIEW HEARING**

9. There shall be on the first available date after 21 August 2026, and then every 18 months thereafter for as long as this Final Injunction Order is in force, a hearing to review this Final Injunction Order, with a time estimate of 2 hours.
10. Permission for the Claimants to file and serve any evidence which they wish to rely upon at the review hearing by 4pm on the date 14 days before the review hearing.
11. Permission for any named Defendants to file and serve evidence which they wish to rely upon at the review hearing by 4pm on the date 7 days before the review hearing.

## SERVICE

12. Pursuant to CPR r6.15, 6.27 and 81.4(2)(c), service of this Final Injunction Order shall be effected on the Defendants by the Claimants carrying out each of the following steps:
  - a. Fixing a copy of the Final Injunction Order in clear plastic envelopes, transparent plastic boxes and/or plastic wallets as appropriate 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 A1 size at the entrance to the Site advertising the existence of this Final Injunction Order.
  - c. Uploading a copy of the Final Injunction Order 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.
13. In relation to paragraph 12 above: -

- a. the steps identified shall stand as good and sufficient service on the Defendants and the need for personal service is dispensed with; and
- b. 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**

14. Liberty to apply.

**NAME AND ADDRESS OF CLAIMANTS' SOLICITORS**

The Claimants' Solicitors are: Pinsent Masons LLP, 55 Colmore Row, Birmingham, B3 2FG.

**SERVICE OF THE ORDER:**

The Court has provided a sealed copy of this Order to the serving party's solicitors:-

Pinsent Masons LLP

1 Park Row

Leeds

LS1 5AB

Reference: AF02/MO0147.07467CM80

Email: [connor.merrifield@pinsentmasons.com](mailto:connor.merrifield@pinsentmasons.com)

Email: [claire.james@pinsentmasons.com](mailto:claire.james@pinsentmasons.com)

Email: [alicia.foo@pinsentmasons.com](mailto: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	<a href="https://www.facebook.com/LeedsGATE">https://www.facebook.com/LeedsGATE</a>
York Travellers Trust	info@ytt.org.uk	<a href="https://www.facebook.com/YorkTravellers/">https://www.facebook.com/YorkTravellers/</a>
The Traveller Movement	(General Enquiry) <a href="mailto:info@travellermovement.org.uk">info@travellermovement.org.uk</a>  (Media Enquiries) policymanager@travellermovement.org.uk	<a href="https://www.facebook.com/travellermovement/">https://www.facebook.com/travellermovement/</a>
Friends, Families and Travellers	<a href="mailto:fft@gypsy-traveller.org">fft@gypsy-traveller.org</a>  (Press Enquiries): sami@gypsy-traveller.org	<a href="https://www.facebook.com/FriendsFamiliesandTravellers">https://www.facebook.com/FriendsFamiliesandTravellers</a>
The North Yorkshire Council	<a href="mailto:infogov@northyorks.gov.uk">infogov@northyorks.gov.uk</a> and <a href="mailto:contactus@northyorks.gov.uk">contactus@northyorks.gov.uk</a>	

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

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**This is the exhibit 'B' referred to in the witness  
statement of Mick Cain**





# Certificate of service

On what day did you serve?	2	4	/	1	2	/	2	0	2	4
The date of service is	2	4	/	1	2	/	2	0	2	4

<b>Name of court</b> High Court of Justice, Business and Property Courts in Leeds, Property, Trusts and Probate List (ChD)	<b>Claim No.</b> PT-2024-LDS-000022
<b>Name of Claimant</b> (1) Motor Fuel Limited; and  (2) Peregrine Retail Limited	
<b>Name of Defendant</b>  (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	

**What documents did you serve?**  
 Please attach copies of the documents you have not already filed with the court.

(i) the Claimants' application notice N244 for summary judgment dated and sealed on 19 December 2024 (ii) the third witness statement of David Ablott dated 19 December 2024 in support of the aforementioned application (iii) the draft order referenced in the aforementioned application and (iv) notice of the hearing of the aforementioned application sealed on 20 December 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**

- Affixing of the Documents at various locations on and around the around the site of Thirsk Services, York Road, Thirsk, YO7 3AA;
- Uploading the Documents to the following website: <http://www.motorfuelgroup.com>.
- Sending a link to the above website by email to the following email addresses: (i) [contact@leedsgate.co.uk](mailto:contact@leedsgate.co.uk); (ii) [info@yftt.org.uk](mailto:info@yftt.org.uk); (iii) [info@travellermovement.org.uk](mailto:info@travellermovement.org.uk); (iv) [policymanager@travellermovement.org.uk](mailto:policymanager@travellermovement.org.uk); (v) [fft@gypsy-traveller.org](mailto:fft@gypsy-traveller.org); (vi) [infogov@northyorks.gov.uk](mailto:infogov@northyorks.gov.uk); and (vii) [contactus@northyorks.gov.uk](mailto:contactus@northyorks.gov.uk).

by other means permitted by the court  
(please specify)

Pursuant to the order of HHJ Kelly sealed on 29 February 2024, service of the Documents was effected on Persons Unknown by an alternative method and at an alternative place, namely by:

1. Before 4:30pm on 23 December 2024, 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. Before 4:30pm on 24 December 2024, by uploading the Documents to the following website: <http://www.motorfuelgroup.com>.
3. Before 4:30pm on 24 December 2024, by sending a link to the above website by email to the following email addresses: (i) [contact@leedsgate.co.uk](mailto:contact@leedsgate.co.uk); (ii) [info@ytt.org.uk](mailto:info@ytt.org.uk); (iii) [info@travellermovement.org.uk](mailto:info@travellermovement.org.uk); (iv) [policymanager@travellermovement.org.uk](mailto:policymanager@travellermovement.org.uk); (v) [fft@gypsy-traveller.org](mailto:fft@gypsy-traveller.org); (vi) [infogov@northyorks.gov.uk](mailto:infogov@northyorks.gov.uk); and (vii) [contactus@northyorks.gov.uk](mailto: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 the order of HHJ Kelly sealed on 29 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](http://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.