



GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2024

CAYMAN TECHNOLOGY CENTRE

PLAINTIFF

V

VINE AND TAP LTD

DEFENDANT

WRIT OF SUMMONS

TO: **VINE AND TAP LTD**
UNIT 12, Kingbird 2
Kingbird Drive
PO BOX 10025
GRAND CAYMAN KY1-1001

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 8th day of April 2024.

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

Travers Thorp Alberga

TRAVERS THORP ALBERGA
ATTORNEYS-AT-LAW FOR THE PLAINTIFF

This **WRIT OF SUMMONS AND STATEMENT OF CLAIM** was issued by Travers Thorp Alberga, Attorneys for the Second to Sixth Defendants, whose address for service is Harbour Place, PO Box 472, 103 South Church Street, Grand Cayman, KY1-1106, Cayman Islands (Ref: C1121-006)

STATEMENT OF CLAIM

1. The Plaintiff is a Cayman Islands Company with registered office at P.O.Box 10251, Grand Cayman, KY1-1002. The Plaintiff is the registered proprietor with absolute title to property registered under the Registered Land Act as Registration Section George Town Central Block 14D Parcel 439/3, commonly known as the “**Cayman Technology Centre**”, located at Printer’s Way, George Town, Grand Cayman.
2. Cayman Technology Centre was constructed in 2017. Over CI\$ 11,000,000 was spent in developing Cayman Technology Centre in order to provide the development with a mix of office and retail space. It is intended to be a smart, clean, friendly, upscale and safe business and retail park, providing a pleasant environment in which to conduct business or spend some quality leisure time not far from Central George Town. Tenants include **Security Center, Digicel, Pico Restaurant, Water & Elephant, Spa #11, Equal Spa, Evolution Gym, Saffery Trust Company and Personnel 2000.**
3. The Defendant is a Cayman Islands Company which carries on business as a licensed bar known as Vine and Tap.
4. By way of Lease dated 31 July 2020, the Plaintiff and the Defendant entered into a lease (the “**Lease**”) whereby the Plaintiff leased to the Defendant Unit #A1 and A2 at Cayman Technology Centre (the “**Premises**”) from 01 August 2020 to 31 July 2025 for a rent of CI\$80,000.00 per annum. The Plaintiff will rely on the contents of the Lease for its full terms and effects.
5. Pursuant to the terms of the Lease, the Defendant covenanted, *inter alia*:
 - (i) Not to do or permit or suffer to be done on or within the Premises anything which in the Landlord’s opinion acting reasonably may be or become a source of nuisance or annoyance or danger to or in any way interfere with the quiet use of the other portions of the Property or any adjoining or neighbouring premises.
(Clause 2.7)
(emphasis added)
 - (ii) *At the Tenant’s expense to insure: 2.13.1 the Premises and the allotted parking spaces in the joint names of the Landlord and the Tenant against public liability in a sum of not less than One Million United States Dollars (US1,000,000.00) per accident*

6. In 2023, the Defendant underwent a change of shareholder ownership and the current shareholder took over ownership and control of the Defendant. Since the change of shareholder ownership and control, the Defendant has attracted a very different clientele to the Premises and the vicinity.
7. In breach of covenant, which breach is irremediable, the Defendant, its guests, patrons and licensees have, in the opinion of the Plaintiff acting reasonably, become a source of nuisance, annoyance and danger interfering with the quiet use of the Premises and quiet use of the adjoining and neighbouring premises.
8. In particular, the Defendant hosts events (in particular on Friday evenings and Sunday afternoons) which events attract to the Premises a very large crowd of patrons (who are present at the invitation of or under licence from the Defendant) who cause nuisance, annoyance and/or danger which interferes with the quiet use of the Premises and the quiet use of the adjoining and neighbouring premises, this includes:
 - (i) fighting and physical violence, resulting in the Police being called out to the Premises;
 - (ii) loitering whilst intoxicated;
 - (iii) drinking alcohol outside the Premises and/or in the vicinity of the Premises and neighbouring properties;
 - (iv) consuming drugs outside the Premises and/or in the vicinity of the Premises and neighbouring properties;
 - (v) vomiting and urinating outside the Premises and/or in the vicinity of the Premises and neighbouring properties;
 - (vi) approaching and making unwarranted approaches and comments to female customers and staff attending other neighbouring properties and businesses;
 - (vii) discarding empty and half consumed glasses and bottles of alcohol outside and around the Premises and/or in the vicinity of the Premises and neighbouring properties;

- (viii) playing excessively loud music from the Premises;
 - (ix) parking up outside and/or in the vicinity of the Premises and neighbouring properties and playing excessively loud music over car sound systems;
 - (x) foul and loudmouth behaviour;
 - (xi) lewd and gratuitous behaviour outside the Premises and/or in the vicinity of the Premises and neighbouring properties;
 - (xii) discarding used condoms outside and around the Premises and/or in the vicinity of the Premises and neighbouring properties;
 - (xiii) discarding cigarette butts outside and around the Premises and/or in the vicinity of the Premises and neighbouring properties;
 - (xiv) on 23 December 2023, a shooting (at a time the Defendant was closing) which resulted in damage to property and a person in the vicinity of the Premises; and,
 - (xv) pole-dancing within the premises.
9. The Plaintiff's other tenants have repeatedly complained to the Plaintiff about the Defendant and the Defendant's patrons. Staff and customers of neighbouring premises feel unsafe owing to the clientele that the Defendant has attracted and continues to attract to the Premises and the vicinity.
10. The Defendant is the source of and responsible for the nuisance, annoyance and danger it is attracting to the Premises and the Premises, the neighbouring premises and Cayman Technology Centre are now suffering the stigma that comes with the nuisance, annoyance and danger that the Defendant is permitting, suffering to be done and attracting to the Premises and the vicinity, with people commenting adversely on social media and being put off from coming and spending time in the business park.

11. Tenants have given the Plaintiff notice that they are considering vacating adjoining and neighbouring premises because of the nuisance, annoyance and danger the Defendant is permitting, suffering to be done and/or attracting, if the Plaintiff does not put a stop to it. As a result, the Plaintiff will suffer loss and damage, which it reserves the right to seek recovery of from the Defendant in future proceedings if necessary.
12. Pursuant to Clause 4.3 of the Lease,

The Landlord may serve a notice in accordance with Section 56 of the Registered Land Law on the Tenant in any of the circumstances set out below:-

4.3.1.1. if the Tenant does not pay all the rent on the due date (whether formally demanded or not);

4.3.1.2 if the Tenant does not comply with any of its other agreements or obligations under this Lease;

If the Tenant does not meet the requirement of any notice within ten (10) days in the case of non-payment or short-payment of rent, and within thirty (30) days in any other case (which the Tenant agrees is reasonable notice) the Landlord may at any time after the notice expires, and despite the waiver of any previous right of entry, enter the Premises ending this Lease, but without affecting any rights which have accrued to the Landlord under it.
13. By way of letter dated 15 January 2024, the Plaintiff, through its attorneys, gave written notice of the termination and forfeiture of the Lease for breach of covenant at clause 2.7 of the Lease and also requested a copy of the insurance policy that the Defendant was required to obtain by clause 2.13.1 of the Lease. The Plaintiff gave the Defendant notice that the Lease would terminate at 12 noon on 29 February 2024. The Plaintiff will rely on the contents of letter for its full terms and effects.
14. The Defendant failed to produce the insurance policy required under clause 2.13.1 of the Lease and the Defendant failed to vacate the Premises by 12 noon on 29 February 2024. The Defendant has refused to vacate and remains in unlawful occupation of the premises without the Plaintiff's consent.
15. Instead of acting responsibly, in response to the Plaintiff's termination and forfeiture of the Lease, the Defendant has sought to hold the Plaintiff to ransom and asserted that it (the Defendant) will not vacate unless and until the Plaintiff gives it (the Defendant) **CI\$ ONE MILLION TWO HUNDRED THOUSAND.**

16. In so doing, the Defendant has, in effect, made clear to the Plaintiff that it (the Defendant) intends to carry on breaching the covenants in the Lease and lowering the value and prestige of the Premises and the vicinity unless and until the Plaintiff gives in to wholly unwarranted and extortionate demands.
17. Accordingly, the Plaintiff asks the Court for:
 - (i) a declaration that the Defendant has breached the covenants at Clauses 2.7 and 2.13 of the Lease
 - (ii) a declaration that the Plaintiff has terminated and forfeited the Lease
 - (iii) an Order that the Defendant vacate the Premises and hand over vacant possession of the Premises within 24 hours
 - (iii) damages and/or mesne profits for the period that the Defendant has remained in occupation of the Premises

AND THE PLAINTIFF CLAIMS:

- (1) Declarations as sought
- (2) An Order that the Defendant vacate the Premises
- (3) Damages/mesne profits
- (4) Interest
- (5) Such further and other relief that the Court considers fair and just
- (6) Costs

DATED the 8th day of April 2024



TRAVERS THORP ALBERGA
PLAINTIFFS ATTORNEYS-AT-LAW