

Licensing Sub-Committee

Monday 28 September 2015

10.00 am

Ground Floor Meeting Room G02A - 160 Tooley Street, London SE1 2QH

Membership

Councillor Renata Hamvas (Chair)
Councillor David Hubber
Councillor Lorraine Lauder MBE

Reserves

Councillor Sunny Lambe

INFORMATION FOR MEMBERS OF THE PUBLIC

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Contact

Andrew Weir on 020 7525 7222 or email: Andrew.weir@southwark.gov.uk
Webpage: www.southwark.gov.uk

Members of the committee are summoned to attend this meeting

Eleanor Kelly

Chief Executive

Date: 18 September 2015



Licensing Sub-Committee

Monday 28 September 2015

10.00 am

Ground Floor Meeting Room G02A - 160 Tooley Street, London SE1 2QH

Order of Business

Item No.	Title	Page No.
PART A - OPEN BUSINESS		
1.	APOLOGIES	
	To receive any apologies for absence.	
2.	CONFIRMATION OF VOTING MEMBERS	
	A representative of each political group will confirm the voting members of the committee.	
3.	NOTIFICATION OF ANY ITEMS OF BUSINESS WHICH THE CHAIR DEEMS URGENT	
	In special circumstances, an item of business may be added to an agenda within five clear days of the meeting.	
4.	DISCLOSURE OF INTERESTS AND DISPENSATIONS	
	Members to declare any interests and dispensation in respect of any item of business to be considered at this meeting.	
5.	LICENSING ACT 2003: THE PREMISES FORMERLY KNOWN AS BANANA'S BAR, (ALSO KNOW AS PAZZIA RESTAURANT & BAR) 374 WALWORTH ROAD, LONDON SE17 2NF	1 - 306
6.	LICENSING ACT 2003: MAMA LEAH'S 660 OLD KENT ROAD, LONDON SE15 1JF	307 - 370
	ANY OTHER OPEN BUSINESS AS NOTIFIED AT THE START OF THE MEETING AND ACCEPTED BY THE CHAIR AS URGENT	

Item No.

Title

Page No.

PART B - CLOSED BUSINESS

EXCLUSION OF PRESS AND PUBLIC

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

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

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

Date: 18 September 2015

Agenda Item 5

Item No. 5.	Classification: Open	Date: 28 September 2015	Meeting Name: Licensing Sub-Committee
Report title:		Licensing Act 2003: The premises formerly known as Banana's Bar, (also know as Pazzia Restaurant & Bar) 374 Walworth Road, London SE17 2NF	
Ward(s) or groups affected:		Faraday	
From:		Strategic Director of Environment and Leisure	

RECOMMENDATION

1. That the licensing sub-committee consider the proposed operating schedule and business plan submitted by the premises licence holder in view of a consent order made at the Magistrates Court on 10 June 2015. The matter was remitted back to the committee for reconsideration of its decisions to revoke the premises licence on 1 October 2013 and 25 September 2015 following the applications for reviews by the Metropolitan Police made under Section 51 and 53C of the Licensing Act 2003 in respect of the premises known as Banana's Bar, (also known as Pazzia Restaurant & Bar) 374 Walworth Road, London SE17 2NF.

Both decisions made were appealed by the premises licence holder.

2. Notes:
 - a) The proposed conditions and supporting documents was submitted on 5 August 2015. It is subject to representations from two responsible authorities.
 - b) Paragraphs 27-29 of this report provide a summary of the proposed operating schedule and business plan under consideration by the sub-committee. A copy of the full application is attached as Appendix C.
 - c) Paragraphs 31 to 42 of this report deals with the representations received. Copies of the representations from the responsible authorities are attached as Appendices D, E and F.
 - d) A copy of the council's approved procedure for hearings of the sub-committee in relation to an application made under the Licensing Act 2003, along with a copy of the hearing regulations, has been circulated to all parties to the meeting.

INTRODUCTION TO THE MEETING

3. On the 2 August 2013 an application for the review of the premises licence was received from the Metropolitan Police. The grounds for the review related to the following licensing objectives and is summarised as follows:
 - **Prevention of crime and disorder:** That there have been an unacceptable level of crime and disorder which has often occurred when the premises has operated outside its hours of operation permitted by the licence.
 - **Public safety:** It has been noted that the main entrance exit point to the premises has been found locked and secure from the inside whilst large numbers of customers are still on the premises. this has also happened when the premises has operated outside the operating hours permitted by the licence.

4. The licensing team received representations from three other persons (local residents) supporting the review application. Representations were also received from the councils licensing authority, environmental protection team, health and safety team, safeguarding children team, and the anti-social behaviour team. They related to the licensing objective of prevention of public nuisance and public safety.
5. The licensing sub-committee met on 1 October 2013 to determine the application for a review of the premises licence of Banana's Bar, 374 Walworth Road, London SE17 2NF. A copy of the full report can be viewed on the Southwark Council website. [Meeting of Licensing Sub-Committee, Tuesday 1 October 2013 10.00 am \(Item 5.\)](#) A hard copy will be made available at the hearing.
6. After determining the application the decision was to revoke the premises licence. The notice of decision is attached to the report as part of Appendix A1.
7. An appeal was made to the Magistrates' Court and as the matter was pending awaiting determination by the court, the premises was allowed to continue to operate until the court determined the appeal.
8. A new premises licence application was made on 17 February 2014 by Adelino Garcia Lourenco, this application was opposed and the application was refused by the Licensing Sub-Committee on 14 April 2014.
9. Another new premises licence application was made on 28 May 2014 by Sergio Artur Da Silva Soares which proposed to change the name of the premises to Pazzia Bar & Restaurant. The application was opposed and was withdrawn by the applicant on the day of the hearing.
10. On 26 August 2014, the Metropolitan Police applied to the licensing authority for a summary review of the premises licence issued in respect of the premises known Banana's Bar, 374 Walworth Road London SE17 2NF. The application was to deal with serious crime and disorder following a violent incident at the premises. A copy of the full report can be viewed on the Southwark Council web site. A hard copy will be made available at the hearing.
11. On 27 August 2014 the licensing sub-committee determined the application and a copy of the report can be view on the Southwark website. [Meeting of Licensing Sub-Committee, Wednesday 27 August 2014 1.30 pm \(Item 5.\)](#)
12. The Licensing sub- committee took the interim steps to suspend the licence pending the determination of the full review on 22 September 2014 under section 53B. A copy of the notice of decision is attached as part of Appendix A1.
13. The meeting of 22 September 2014 was adjourned to allow the representatives from Banana's Bar to submit further evidence and bring witnesses, which they advised they would rely on. The hearing was then scheduled to be reconvened on 25 September 2014.
14. On 25 September 2014 licensing sub-committee, having had regard to the application by Metropolitan Police for a review of the premises and having had regard also to all other relevant representations decided it necessary for the promotion of the licensing objectives to revoke the licence. A copy of the report can be view on the Southwark website. [Meeting of Reconvened Meeting, Licensing Sub-Committee, Thursday 25 September 2014 10.30 am \(Item 5.\)](#) A copy of the notice of decision is attached as part of Appendix A1.

15. The interim steps imposed on 27 August 2014 as detailed in Appendix A1 remain in place until the appeal is determined.
16. Candido Pereira Rodrigues and Abilio Pereira Rodrigues were prosecuted under Section 136(1)(a) Licensing Act 2003 and on 31 October 2014 were found guilty of 3 offences in 2013 and were each ordered to pay a total of £1,025, £500 for costs, £500 in fines and a further £25 victim surcharge. These convictions were appealed at Inner London Crown Court on 30 January 2015 where the appeal was dismissed and convictions were upheld. Costs of £734.70 were also awarded.
17. The appeals of the licensing sub-committee's decision were heard at Camberwell Green Magistrates' Court on 9 and 10 June 2015. During the course of giving evidence, Candido Pereira Rodrigues made full admissions, as to the failings of himself, his management, staff, family, friends and patrons. Mr Rodrigues accepted that late night bar with disco/DJ etc did not work and that premises should be Italian Food led-restaurant. Due to the strong likelihood that the District Judge would accept the proposal and amend the licence it was agreed to remit the reviews decisions back to the licensing sub-committee with provisions for consultation by the responsible authorities and the wider community to ensure that the balance of risk was averted and the decision was in the hands of the local authority.
18. On 10 June 2015 the Magistrate's Courts approved a consent order in respect of the revocation of the premises licence held by Candido and Abilio Rodrigues for the premises Banana's Bar (also known as Pazzia Restaurant & Bar), 374 Walworth Road SE17 2NF. A hand written offer was submitted by their representative in advance of this application detailing the concessions that would be made to maintain the premises licence. This is attached as Appendix A to the report.

BACKGROUND INFORMATION

The Licensing Act 2003

19. Act provides a licensing regime for:
 - The sale of and supply of alcohol
 - The provision of regulated entertainment
 - The provision of late night refreshment
20. Within Southwark, the licensing responsibility is wholly administered by this Council.
21. The Act requires the licensing authority to carry out its functions under the Act with a view to promoting the four stated licensing objectives. These are:
 - The prevention of crime and disorder;
 - The promotion of public safety
 - The prevention of nuisance; and
 - The protection of children from harm.
22. In carrying out its licensing functions, a licensing authority must also have regard to:
 - The Act itself;
 - The Guidance to the act issued under Section 182 of the Act;
 - Secondary regulations issued under the Act
 - The licensing authority's own statement of licensing policy

- The application, including the operating schedule submitted as part of the application
 - Relevant representations
23. The applications process involves the provision of all relevant information required under the Act to the licensing authority with copies provided by the applicant to the relevant responsible bodies. The application must also be advertised at the premises and in the local press. The responsible authorities and other interested parties within the local community may make representations on any part of the application where relevant to the four licensing objectives.
24. The premises licence once issued remains valid for the life of the business unless surrendered or revoked. However, under section 51(1) of the Act it remains open to any responsible authority or interested party to apply to the local licensing authority for a review of the premises licence where there are concerns regarding one or more of the four stated licensing objectives.

The current premises licence under suspension

25. The original licence in respect of the premises known as Banana's Bar, 374 Walworth Road London SE17 2NF was issued to on 7 March 2010. The licence permits the following licensable activities:
- Live music:
Friday & Saturday from 11.00 to 02.30
Sunday from 11.00 to 00.00
 - Recorded Music:
Sunday to Thursday from 11.00 to 00.30
Friday and Saturday from 11.00 to 02.30
 - Performance of dance:
Friday and Saturday from 11.00 to 02.30
Sunday from 11.00 to 00.00
 - Facilities for making music:
Friday and Saturday from 11.00 to 02.30
Sunday from 11.00 to 00.00
 - Facilities for dancing:
Sunday to Thursday from 11.00 to 00.30
Friday and Saturday from 11.00 to 02.30
 - Late night refreshments:
Monday to Thursday from 23.00 to 00.00
Friday and Saturday from 23.00 to 02.30
Sunday from 23.00 to 01.00
 - Sale and Supply of alcohol on and off the premises:
Sunday to Thursday from 09.00 to 01.00
Friday and Saturday from 09.00 to 02.30
 - Operating hours of premises:
Sunday to Thursday from 09.00 to 01.30
Friday and Saturday from 09.00 to 03.00.

26. A copy of the current suspended premises licence is attached to the report as Appendix B.

KEY ISSUES FOR CONSIDERATION

The proposed conditions submitted for the premises licence

27. On 5 August 2015, further to the consent order dated 10 June 2015 a revised operating schedule along with supporting materials were submitted by the applicant's solicitors issued in respect of the premises known Banana's Bar, also known as Pazzia Restaurant and Bar, 374 Walworth Road London SE17 2NF. The operating hours is summarised as follows:
- The terminal hour for all licensable activities shall be 23:30 hours Monday to Thursday, 00:00 hours on Friday and Saturday and 23:00 hours on Sunday.
 - The premises closing time shall be thirty minutes after the terminal hour for licensable activities.
 - Live music:
Monday to Thursday from 12.00 to 23.30
Friday and Saturday from 12.00 to 00.00
Sunday from 12.00 to 23.00
 - Recorded Music:
Monday to Thursday from 12.00 to 23.30
Friday and Saturday from 12.00 to 00.00
Sunday from 12.00 to 23.00
 - Performance of dance:
Monday to Thursday from 12.00 to 23.30
Friday and Saturday from 12.00 to 00.00
Sunday from 12.00 to 23.00
 - Facilities for making music:
Monday to Thursday from 12.00 to 23.30
Friday and Saturday from 12.00 to 00.00
Sunday from 12.00 to 23.00
 - Facilities for dancing:
Monday to Thursday from 12.00 to 23.30
Friday and Saturday from 12.00 to 00.00
Sunday from 12.00 to 23.00
 - Late night refreshments:
Friday and Saturday from 23.00 to 00.00
 - Sale and Supply of alcohol on and off the premises:
Monday to Thursday from 12.00 to 23.30
Friday and Saturday from 12.00 to 00.00
Sunday from 12.00 to 23.00
 - Operating hours of premises
Monday to Thursday from 09.00 to 00.00
Friday and Saturday from 09.00 to 00.30

Sunday from 09.00 to 23.30

28. The proposed designated premises supervisor is Jose Eduardo De Silva Concalves who has personal licence issued by Lambeth Council.
29. The proposed conditions and all supporting documents are attached to the report as Appendix C. A further document of a personal nature included will be tabled at the hearing due to data protection.

Representations from other persons

30. There were no representations received from other persons.

Representations from responsible authorities

31. There were two representations received from the Metropolitan Police Service and licensing as a responsible authority. Comments were received from the planning department.
32. The representation from the police indicates that the police still consider that Messrs Rodrigues are not suitable persons to hold a premises licence in Southwark. The issues identified throughout the review process indicate that the problem was with the management of the premises and their disregard for the promotion of the licensing objectives.
33. During the appeal hearing there were admissions made by Mr Candido Rodrigues that there were failings made by management and staff at the premises, and that he wished to change the entire operation to a restaurant based business.
34. It is their opinion that there is sufficient evidence to support the revocation of the premises licence and are minded to ask the licensing sub committee to refuse the proposals made by Messrs Rodrigues on the grounds that they have no faith in them as premises licence holders, and no faith that they would operate the premises within the conditions or hours they have proposed. The proposal would also appear to be in breach of the current lease for the premises.
35. The representation from the licensing authority states that the new proposal to predominantly serve food and alcohol with food would change the use of the premises with regards to their planning consent from a bar/pub to a restaurant and have been informed that the freeholders, Enterprise Inns, would also need to give their consent for an application for a change of use. To modify the licence with the proposed conditions would mean that the premises would operate in breach of the leasehold agreement.
36. Since the decision of the council to revoke the premises licence and during the subsequent period that this decision was appealed by the premises licence holder the interim steps to suspend the premises licence have remained in place since 27 August 2014. Therefore the premises has not been able to sell alcohol or to provide licensable entertainment or late night refreshment since that date.
37. The licensing authority's representation also relies on the Licensing Act 2003 convictions in addition to a conviction on 19 May 2015 under the Management of

Houses in Multiple Occupation (England) Regulations 2006 when Candido Pereira Rodrigues and Abilio Pereira Rodrigues pleaded guilty mid-trial and were fined £2,800 and ordered to pay a contribution to prosecution costs in the sum of £280. The London Borough of Southwark's private sector housing team are satisfied Mr Candido Rodrigues in particular is not to be a fit and proper to run a house in multiple occupation. Further prosecutions under the Housing Act 2004 are due to be heard at the Magistrates' Court on 2 October 2015.

38. The licensing authority have also been informed by Southwark's finance and revenues department that Candido Pereira Rodrigues and Abilio Pereira Rodrigues have £56,238.39 in outstanding business rates relating to the premises known as Banana's Bar (also known as Pazzia Restaurant & Bar), 374 Walworth Road SE17 2NF.
39. The licensing authority is of the opinion that the premises cannot operate in the way proposed because of restrictions currently in place under the lease agreement that prevent the premises from operating as anything other than a public house and that the freeholders of the premises will not allow the proposed change to occur as they are a pub company and have no intention to have restaurants within their portfolio. This proposal has been put forward without the premises licence holders seeking any prior consent from the freeholders as to the change of use and as such could not have any intention of running the premises as a restaurant.
40. They have no confidence that the premises licence holders would be able or willing to run the premises in accordance with the terms and conditions of any premises licence granted or in accordance with other consents required and believe that the current premises licence holders will remain the controlling factor in the running of the premises, that they are not fit persons to be able to run a licensed premises in Southwark and that licensing objectives will be undermined if the licence is granted.
41. The planning department have made observational comments with regards to the proposed conditions.
42. The representations and supporting documents in their entirety are attached as Appendices D, E and F.

Deregulation of entertainment

43. Entertainment deregulation came into force on 6th April 2015.
44. Live unamplified music is deregulated between 08.00 to 23.00 on any premises.
45. Live amplified music and recorded music is deregulated between 08.00 and 23.00 provided the audience does not exceed 500 people on certain classes of premises including those that hold a premises licence or club premises certificate.
46. However, live music can become licensable in on-licensed premises if the licensing authority removes the effect of the deregulation following a licence review ('licence review mechanism').

The local area

A map of the local area is attached at Appendix G.

Southwark council statement of licensing policy

47. Council assembly approved Southwark's statement of licensing policy 2011-14 on 12 October 2011. Sections of the statement that are considered to be of particular relevance to this application are:
- Section 3 sets out the purpose and scope of the policy and reinforces the four licensing objectives.
 - Section 5 sets out the council's approach with regard to the imposition of conditions including mandatory conditions to be attached to the licence.
 - Section 6 details other relevant council and government policies, strategies, responsibilities and guidance, including the relevant articles under the Human Rights Act 1998.
 - Section 7 provides general guidance on dealing with crime and disorder and deals with licensing hours.
 - Section 8 provides general guidance on ensuring public safety including safe capacities.
 - Section 9 provides general guidance on the prevention of nuisance.
 - Section 10 provides general guidance on the protection of children from harm.
48. The purpose of Southwark's statement of licensing policy is to make clear to applicants what considerations will be taken into account when determining applications and should act as a guide to the sub-committee when considering the applications. However, the sub-committee must always consider each application on its own merits and allow exceptions to the normal policy where these are justified by the circumstances of the application.

Resource implications

49. No fee is payable in respect of an application for licence review.

Community impact statement

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

SUPPLEMENTARY ADVICE FROM OTHER OFFICERS

Director of Legal Services

51. The sub-committee is asked to determine, under Section 52 of the Licensing Act 2003, an application, made under Section 51 of the same act, to review the decision of the licensing sub-committee dated 24 July 2012. The sub-committee's decision is currently subject to an appeal before the Magistrates' Court. However, since there is a new licensee it is considered appropriate and proportionate for the matter to be referred back to the committee for reconsideration of its decision to revoke the premises licence
52. The principles which sub-committee members must apply are set out below.

Principles for making the determination

53. The licensing authority must hold a hearing to consider an application for review of a premises licence where:

- The application is properly made in accordance with Section 51 of the Act.
- The applicant has given notice in accordance with Section 51(3) of the Act.
- The advertising requirements provided for under Section 51(3) of the Act are satisfied.
- The licensing authority has considered the ground(s) of review not to be frivolous, vexatious or repetitious.
- The licensing authority has considered the ground(s) of review to be relevant to one or more of the licensing objectives.

The four licensing objectives are:

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

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

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

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

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

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

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

58. In deciding what remedial action if any it should take, the authority must direct its mind to the causes or concerns that the representations identify. The remedial action should generally be directed at these causes and should always be no more than an appropriate and proportionate response.
59. It is of particular importance that any detrimental financial impact that may result from a licensing authority's decision is appropriate and proportionate to the promotion of the licensing objectives in the circumstances that gave rise to the application for review.

Reasons

60. Where the authority determines an application for review it must notify the determination and reasons why for making it to:
- The holder of the licence.
 - The applicant
 - Any person who made relevant representations
 - The chief officer of police for the area (or each police area) in which the premises are situated.

Hearing procedures

61. Subject to the licensing hearing regulations, the licensing committee may determine its own procedures. Key elements of the regulations are that
- The hearing shall take the form of a discussion led by the authority. Cross examination shall not be permitted unless the authority considered that it is required for it to consider the representations.
 - Members of the authority are free to ask any question of any party or other person appearing at the hearing.
 - The committee must allow the parties an equal maximum period of time in which to exercise their rights to:
 - Address the authority
 - If given permission by the committee, question any other party.
 - In response to a point which the authority has given notice it will require clarification, give further information in support of their application.
 - The committee shall disregard any information given by a party which is not relevant:
 - To the particular application before the committee, and
 - To the licensing objectives.
 - The hearing shall be in public, although the committee may exclude the public from all or part of a hearing where it considers that the public interest in doing so outweighs the public interest in the hearing, or that part of the hearing, taking place in private.
 - In considering any representations or notice made by a party the authority may take into account documentary or other information produced by a party in support of their application, representations or notice (as applicable) either before the hearing or, with the consent of all the other parties, at the hearing.

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

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

63. Sub-committee members will note that, in relation to this application, the council has multiple roles. Council officers from various departments have been asked to consider the application from the perspective of the council as authority responsible respectively for environmental health, trading standards, health and safety and as the planning authority.
64. Members should note that the licensing sub-committee is meeting on this occasion solely to perform the role of licensing authority. The sub-committee sits in quasi-judicial capacity, and must act impartially. It must offer a fair and unbiased hearing of the application. In this case, members should disregard the council's broader policy objectives and role as statutory authority in other contexts. Members must direct themselves to making a determination solely based upon the licensing law, guidance and the council's statement of licensing policy.
65. As a quasi-judicial body the licensing sub-committee is required to consider the application on its merits. The sub-committee must take into account only relevant factors, and ignore irrelevant factors. The decision must be based on evidence, that is to say material, which tends logically to show the existence or non-existence of relevant facts, or the likelihood or unlikelihood of the occurrence of some future event, the occurrence of which would be relevant. The licensing sub-committee must give fair consideration to the contentions of all persons entitled to make representations to them.
66. The licensing sub-committee is entitled to consider events outside of the premises if they are relevant, i.e. are properly attributable to the premises being open. The proprietors do not have to be personally responsible for the incidents for the same to be relevant. However, if such events are not properly attributable to the premises being open, then the evidence is not relevant and should be excluded. Guidance is that the licensing authority will primarily focus on the direct impact of the activities taking place at the licensed premises on members of the public, living, working or engaged in normal activity in the area concerned.
67. Members will be aware of the council's code of conduct which requires them to declare personal and prejudicial interests. The code applies to members when considering licensing applications. In addition, as a quasi-judicial body, members are required to avoid both actual bias, and the appearance of bias.
68. The sub-committee can only consider matters within the application that have been raised through representations from interested parties and responsible authorities. Interested parties must live in the vicinity of the premises. This will be decided on a case to case basis.
69. Under the Human Rights Act 1998. The sub committee needs to consider the balance between the rights of the applicant and those making representations to the application when making their decision. The sub-committee has a duty under section 17 Crime and Disorder Act 1998 when making its decision to do all it can to prevent crime and disorder in the borough.

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

Guidance

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

Strategic Director of Finance and Corporate Services

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

BACKGROUND DOCUMENTS

Background papers	Held At	Contact
Licensing Act 2003 DCMS Guidance to the Act Secondary Regulations Southwark Statement of Licensing Policy Case file	Southwark Licensing, C/O Community Safety & Enforcement, 160 Tooley Street, London, SE1 2QH	Name: Kirty Read Phone number: 020 7525 5748

APPENDICES

No.	Title
Appendix A	Handwritten offer from the representatives of the premises
Appendix A1	Previous notices of decisions of the licensing sub-committee
Appendix B	Current suspended premises licence
Appendix C	Proposed conditions and supporting documents
Appendix D	Police representation and supporting documents
Appendix D1	Police investigation
Appendix E	Licensing representations and supporting documents
Appendix F	Planning department comments
Appendix G	Copy of the local area map

AUDIT TRAIL

Lead Officer	Deborah Collins, Strategic Director of Environment and Leisure	
Report Author	Dorcas Mills, Principal Licensing Officer	
Version	Final	
Dated	16 September 2015	
Key Decision?	No	
CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER		
Officer Title	Comments Sought	Comments included
Director of Legal Services	Yes	Yes
Strategic Director of Finance and Corporate Services	Yes	Yes
Cabinet Member	No	No
Date final report sent to Constitutional Team	16 September 2015	

1) The hours of operation ~~will be~~ for licensable ~~activities~~ ^{activities}

Mon - Thurs - midday until 23:30 hrs.

Fri & Sat - midday until 00:00 hrs

Sunday - midday until 23:00 hrs.

The premises will close 20 minutes after end of hours for licensable activities

2) no provision of regulated entertainment except for recorded music

3) no facilities for dancing ~~or~~

4) no DJ

5) no Disco light

6) no live music

7) no provision for private music or dancing or entertainment

8) The bar area to be limited to no more than 20 people ~~for customers not purchasing food~~.

9) All the sale of alcohol shall be ancillary to food.

10) There shall be no external hiring of the premises by promoters

11) Last entry shall be 30 minutes before end of terminal hour for licensable activities.

12) Premises shall install a noise limiter set in agreement with Environmental Health (if this condition is required)

Licenable activities to be

- i) Sale of alcohol by retail.
- ii) Late night refreshment

conditions to remain.

172a

288

289

310

312

313

325

332

336

334

340

341

343

816

840

841

842

845

conditions to be reviewed and amended with approved SIA

290

291

298

342

844.

conditions to be removed

- 303



NOTICE OF DECISION

LICENSING SUB-COMMITTEE – 1 OCTOBER 2013

LICENSING ACT 2003 - Banana's Bar, 374 Walworth Road, London SE17

1. Decision

The council's licensing sub-committee, having had regard to the application by Metropolitan Police Service for a review of the premises granted under the Licensing Act 2003 to Candido Rodrigues and Abilio Rodrigues as transferred to Sandra Silva Da Costa on 25 September 2013 in respect of the premises known as Banana's Bar, 374 Walworth Road, London SE17 and having had regard also to all other relevant representations has decided it necessary for the promotion of the licensing objectives to revoke the licence.

2. Reasons

The reasons for this decision are as follows:

This was a hearing of an application by the Metropolitan Police Service for a review of the premises known as Banana's Bar, 374 Walworth Road, London SE17

This application was made under Section 51 of the Licensing Act 2003.

The licensing sub-committee heard evidence from the Metropolitan Police Service the applicant for the review who stated that the application of the review was submitted on 2 August 2013 in respect of two licensing objectives, namely the prevention of public disorder and also the promotion of public safety. The premises came to the police's notice following an alleged offence of grievous bodily harm (GBH) and robbery of a customer who had been drinking in the premises. The incident occurred at approximately 04.00 on 13 April 2013 and the victim was reported to have been extremely drunk. The incident occurred over an hour after the premises should have been closed. The officer also detailed complaints relating to public safety in that the premises was continually operating beyond the terminal hour in addition to bypassing several of the licensing conditions. For example the main entrance/exit point had been found to be locked and secured from the inside with a large number of customers being provided with alcohol and entertainment.

The sub-committee were informed by the officer from the police that the premises had been run to an unsatisfactory standard since 2009. The police had previously objected to four TENS applications for which counter notices were issued in all cases. The officer then detailed fourteen incidents of crime and disorder which included complaints of theft, assaults and GBH. More recently, the police had been refused entry to the premises in the course of investigations and there had been a complete failure by the management to cooperate with the police.

The licensing sub-committee heard from the licensing officer representing the council as a responsible authority who advised that there had been a long history of complaints relating to the premises that had been reported to the licensing unit since 2011 (when the night time economy team came into being). The complaints detailed on pages 145 to 153 of the agenda demonstrated a lack of responsibility by the management and undermined the prevention of

public nuisance and the prevention of public disorder licensing objectives.

The licensing sub-committee heard from the health and safety team who informed the sub-committee that an inspection took place at the premises on 26 April 2013 where the officer experienced significant difficulty from the premises licence holder, Mr A Rodrigues, who was obstructive and uncooperative. No health and safety risk assessments or fire risk assessments were available, the toilets were in a poor state, no suitable washing facilities were available and the emergency lighting was not working, which amounted to a health and safety risk. In case of emergency people would not have been able to get out of the premises safely. At the revisit on 18 May 2013 the officer found that none of the works had been carried out, although a fire risk assessment was available. The officer stated that since 18 May 2013 he had not been able to re-inspect the premises. The officer did attend the premises on 20 July 2013 but due to the lack of police availability the officer deemed that it would be a health and safety risk for him to enter without them.

The licensing sub-committee heard from the Southwark Safeguarding Children Board who advised that they supported the police request for a review, the removal of the current licence. The officer highlighted that over the previous 12 months, all of the licensing objectives had been undermined by the premises. The officer raised serious concerns to contain crime and disorder arising in the club, the streets around the club and the surrounding residential area. Furthermore, the licence holders had been uncooperative with the police in their enquiries relating to allegations of underage persons in the premises.

The licensing sub-committee heard from the anti-social behaviour officer who stated that he had attended the premises on 28 June 2013 at 03.03 when patrons were still in the premises and loud amplified music was playing. On speaking to staff the officer stated that patrons were coming from the back bar and there was a hostile atmosphere. Two patrons stopped the officer and stated that he needed a warrant to be there. Mr A. Rodrigues became aggressive and refused to assist the officer. The officer also referred to his role as the ASBO officer. He stated that he was speaking on behalf of the local community and many residents had complained to him about noise from cars, noise from patrons entering and exiting the premises, fighting between the customers entering the local estate, patrons using communal benches to continue to drink, smoke and allegedly consume drugs and also the rear door to the premises was being used by patrons allowing noise to emanate to the estate. He advised that local residents had not made personal representations as they feared reprisals. He also stated that a considerable number of residents were suffering from sleep deprivation due to the Banana's Bar.

The licensing sub-committee noted the written representations from three other persons and the environmental protection team who were not present at the hearing.

The licensing sub-committee heard evidence from the representatives of Banana's Bar who accepted the shortcomings in the management of the premises and that they had identified the risks and that they intended to move forward and turn the premises around. An application had been submitted to transfer the premises licence from Messrs A and C Rodrigues to Sandra Silva Da Costa. An application to vary the premises licence to specify an individual as a designated premises supervisor (DPS) in the name of Dinis Baptista had also been submitted. The changes that they proposed would not have a negative impact on the licensing objectives. They advised that Banana's Bar would effectively close and reopen with a new name and would encourage the serving of food. They would install Clubscan, which would cost approximately £5-7,000 in addition to a monthly cost. This was confirmed by Mr John Anderson, a security consultant, who advised that he would also monitor the security arrangements at the premises.

The sub-committee considered very carefully all of the evidence that had been presented to it. The sub-committee noted that the new premises licence holder is the spouse of the previous premises licence holder, Mr A Rodrigues. Furthermore, she was also previously the DPS of the

premises when complaints had already been made regarding the premises' poor management: warning letters had been sent to her by the police. The new DPS, Mr Dinis Baptista, had previously worked at the premises as a bartender, again, at a time complaints began being made about the premises. The sub-committee noted that he had a personal licence for approximately one year and had completed a DPS training course the day preceding this hearing. The previous premises licence holder, Mr A Rodrigues is also the leaseholder to the property, 374 Walworth Road.

There had been significant complaints dating back to 2009 and despite variations related to the running of the premises by the management and promises of change, complaints have continued and have increased in terms of number and severity. The proposals in changes to the premises licence holder and the DPS do not fill the sub-committee with any confidence that the premises can be turned around. The client base will stay the same and have the same attitude, the relationships with local residents have broken down completely and all conditions and careful consideration has been given by all the responsible authorities to produce a licence with workable conditions that promote the licensing objectives. This sub-committee believes that no further conditions could be added that would make the licence viable. On this basis the sub-committee has no alternative but to revoke the licence.

In reaching this decision the sub committee had regard to all the relevant considerations and the four licensing objectives.

The licensing sub-committee considered that its decision was appropriate and proportionate in order to address the licensing objectives.

3. **Appeal rights**

This decision is open to appeal by:

- a) The applicant for the review
- b) The premises licence holder
- c) Any other person who made relevant representations in relation to the application

Such appeal must be commenced by notice of appeal given by the appellant to the justices clerk for the magistrates court for the area within the period of 21 days beginning with the day on which the appellant was notified by this licensing authority of the decision.

This decision does not have effect until either:

- a) The end of the period for appealing against this decision or
- b) In the event of any notice of appeal being given, until the appeal is disposed of.

Issued by the Constitutional Team on behalf of the Director of Legal Services

Date: 1 October 2013



NOTICE OF DECISION

LICENSING SUB-COMMITTEE – 27 AUGUST 2014

Licensing Act 2003: Section 53A - Banana's Bar, 374 Walworth Road, London SE17 2NF

1. Decision

That the premises licence be suspended as an interim step to promote the licensing objectives pending the determination of the review application at the full hearing.

2. Reasons

This was a hearing to consider if it is appropriate to take interim steps to promote the licensing objectives upon receipt of an application by the Metropolitan Police for an expedited summary review of the premises.

The licensing sub-committee considered the application made by the Metropolitan Police and supplementary evidence from the police presented at this hearing. The police advised that on 24 August 2014 at approximately 23.54 a fight involving four males armed with bottles occurred within the premises. One male received a serious head wound requiring 12 stitches. The premises failed to call the police or the ambulance service and this was left to a member of the public. The premises cleaned up the crime scene, mopping up the blood and glass and discarded the weapon (the bottle) in a glass recycling bin, negating forensic evidence.

The licensing sub-committee noted that there was no representative from the premises in attendance at the meeting.

The licensing sub-committee considered this incident to be extremely serious. It was noted that a similar incident occurred on 18 January 2014 when the premises failed to preserve the crime scene and also failed to inform the police of the incident. On 24 August 2014, the premises again failed to inform the police or the ambulance service and this was left to a member of the public to do. The premises had been cleaned and the crime scene was not preserved. Police officers at the scene struggled to find a witness who was not heavily intoxicated to give a statement so that they could continue with the investigation. No security staff or security measures were in place on the night of the incident. On 26 August 2014, the officer in the case (of the criminal investigation) spoke with the manager of the premises, Mr Lino Louenco, who advised that he did not have security working on 24 August 2014. This was in direct breach of conditions 290 and 291 of the premises licence.

Furthermore, two individuals had been charged in connection with the incident and have been remanded in custody, pending trial at Woolwich Crown Court.

The licensing sub-committee concluded that the premises remaining open posed a risk to public safety and therefore suspended the premises licence pending the full review hearing on 22 September 2014.

3. Appeal rights

There is no right of appeal to a magistrates' court against the licensing authority's decision at this stage.

The premises licence holder may make representation against any interim steps imposed and a hearing to consider the representation will be held within 48 hours of receipt of the representation.

Any representation should be in writing to: licensing@southwark.gov.uk between 9am and 4pm, Monday to Friday.

Issued by the Constitutional Team on behalf of the Director of Legal Services

Date: 27 August 2014



NOTICE OF DECISION

LICENSING SUB-COMMITTEE – 25 SEPTEMBER 2014

LICENSING ACT 2003: BANANA'S BAR, 374 WALWORTH ROAD, LONDON SE17

1. The council's licensing sub-committee, having had regard to the application by Metropolitan Police for a review of the premises granted under the Licensing Act 2003 to Candido Rodrigues and Abilio Rodrigues, in respect of the premises known as Banana's Bar, 374 Walworth Road, London SE17 and having had regard also to all other relevant representations has decided it necessary for the promotion of the licensing objectives to revoke the licence.

2 **Reasons for the Decision.**

This was a reconvened meeting of the licensing sub-committee from 22 September 2014. The meeting of 22 September 2014 was adjourned to allow the representatives from Banana's Bar to submit further evidence and bring witnesses, which they advised they would rely on.

The licensing sub-committee heard from the applicant for the review, the Metropolitan Police representative, on 22 September 2014, who stated that on 24 August 2014 at approximately 23.32 a fight took place involving four males with bottles taking place within the premises. One male received a serious head wound, which required 12 stitches. Another received serious wounds to his hands. The premises were cleaned up by members of staff and the crime scene was not preserved, mopping up the blood and glass and discarding the weapon, being a bottle, in a glass recycling bin. The sub-committee were shown CCTV footage of the staff from the premises cleaning up the crime scene. This was time stamped as 23.34.

The licensing sub-committee heard from the representatives from Banana's Bar at the reconvened meeting on 25 September 2014. CCTV footage was produced by the premises from the incident of 24 August 2014. The sub-committee saw footage from two of the cameras, one from the inside and one from the outside. The premises informed the sub-committee that it was their belief that the original CCTV footage had been wiped by the police for all the internal cameras pre 00.00. The internal CCTV footage had a time stamp of 23.34 at which point part of the dance floor within the premises had been cleaned. Members of staff could clearly be seen walking across the dance floor and not preserving the crime scene. There was no glass or Champagne bottle preserved in the area as suggested by Banana's Bar.

Concerning the external CCTV footage, this had a time stamp of 23.28 and it was accepted that the footage started prior to the incident. The primary victim was seen leaving the premises at 23.34 holding his head. It was clear from the footage that the victim had sustained a serious head wound which was bleeding heavily. The police were seen to arrive at 23.44.

The sub-committee heard from the manager of the premises, Mr Louenco, who stated that only ice cubes and water, not blood, were cleared within the premises. However, on the internal CCTV footage Mr Louenco was seen walking over the blood stained area within the premises. Mr Louenco produced a written statement dated 24 September 2014 in which he confirmed that he had not arranged for SIA security officers to be present, contrary to the licensing condition 290. He also stated that nobody saw or heard the incident, stressing that the incident took place next place to the DJ.

It is accepted by all parties, including the sub-committee that there was an approximately 20 minute delay in real time and the time stamp on all CCTV footage. The sub-committee found it concerning that the premises, for whatever reason, neglected to maintain their CCTV system in good working order (condition 288 of the licence). The premises were cleaned up at 23.34 and the police arrived at 23.44. This contradicted the premises contention that the premises were cleaned up when the police were in attendance.

The manager, Mr Louenco, said that nobody, including staff saw the incident because it happened so quickly and that there were no broken bottles involved. However, the police conceded that a call was made by a member of staff from a mobile phone (number ended in 813). In that call the individual stated "fight going on....bottles and glasses being thrown...no security" and "fight at location one male has bleeding head and one has bleeding hand wound – lots of glass being thrown at location causing injury", as reported by the London Ambulance Service. The sub-committee therefore were not satisfied with Mr Louenco's argument that nobody was aware of the incident. The sub-committee rejected Mr Louenco's written statement that the incident occurred between approximately 22.30 and 23.30 and were extremely concerned that he was unable to specify exactly when the incident took place as this should have been recorded in an incident/accident book. Mr Louenco's estimate of the time that the incident took place was at least 20 minutes prior to the actual time of the incident (being 23.54 as detailed in the single incident printout, incident number 9968:24AUG14).

There was considerable discussion concerning the licensing conditions 290 and 291, which the premises stated were confusing. However, it transpired through the discussion that condition 290 (That on Fridays, Saturdays and Sundays SIA staff supervisors shall be employed at all times after 22.00 until the terminal hour....etc") was proposed by the premises as part of their variation application, dated 16 March 2010. As part of the conciliation process in this application, the premises subsequently offered a further condition which forms condition 291 (That SIA registered supervisors shall be employed after 22.00 until the terminal hour...etc") that would take into account circumstances when the premises applied for temporary event notices. The premises were therefore well aware of the two conditions and how they both operated. The premises failure to employ SIA staff on 24 August 2014, was therefore deemed to be a blatant disregard to the licence conditions.

The sub-committee disregarded the police evidence concerning the incident on 10 April 2014 as the police were unable to confirm whether the matter had been prosecuted and/or its outcome or whether no further action had been taken.

On 1 October 2013, Southwark's licensing sub-committee revoked the premises licence under the grounds of crime and disorder. This is subject to appeal at the magistrates' court. There was an incident on 24 August 2014 where serious crime and serious disorder took place, which warranted a certificate being issued under 53A (1)(b) of the Licensing Act 2003 by a police superintendent. On 27 August 2014, the premises licence was suspended as an interim step. The incident that took place was serious and a prosecution is ongoing, which has had limited, if any cooperation from the premises. Forensic evidence had been destroyed and the manager has yet to provide a statement to the police. This licensing sub-committee is of the view that it was right to revoke the licence on 1 October 2013 and impose interim steps on 27 August 2014. This incident is so serious and the premises failings so great that there can be no alternative but to revoke the licence.

3 **Appeal Rights.**

This decision is open to appeal by:

- a) The applicant for the review
- b) The premises licence holder
- c) Any other person who made relevant representations in relation to the application.

Such appeal must be commenced by notice of appeal given by the appellant to the justices' clerk for the magistrates court for the area within the period of 21 days beginning with the day on which the appellant was notified by this licensing authority of the decision.

The interim steps imposed on 27 August 2014 remain in place and the licence is suspended. The premises holder may make representations against interim steps imposed and a hearing to consider the representations will be held within 48 hours of receipt of the representation. Any representation should be in writing to licensing@southwark.gov.uk between 9am and 4pm, Monday to Friday.

Issued by the Constitutional Team on behalf of the Director of Legal Services

Date: 25 September 2014

Licensing Act 2003 Premises Licence



Environmental Health & Trading Standards
Licensing Unit
Hub 2, 3rd Floor
PO Box 64529
London, SE1P 5LX

Premises licence number

842882

Part 1 - Premises details

Postal address of premises, or if none, ordnance survey map reference or description	
Banana's Bar Liam Ogs 374 Walworth Road London SE17 2NF	
Ordnance survey map reference (if applicable), 177946532411	
Post town London	Post code SE17 2NF
Telephone number	

Where the licence is time limited the dates

Licensable activities authorised by the licence

Live Music - Indoors
Recorded Music
Performance of Dance - Indoors
Facilities for Making Music - Indoors
Facilities for Dancing - Indoors
Late Night Refreshment - Indoors and outdoors
Sale by retail of alcohol to be consumed on premises
Sale by retail of alcohol to be consumed off premises

The opening hours of the premises

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

Monday	09:00 - 01:30
Tuesday	09:00 - 01:30
Wednesday	09:00 - 01:30
Thursday	09:00 - 01:30
Friday	09:00 - 03:00
Saturday	09:00 - 03:00
Sunday	09:00 - 01:30

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

Sale by retail of alcohol to be consumed on premises

Sale by retail of alcohol to be consumed off premises

The times the licence authorises the carrying out of licensable activities

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

Live Music - Indoors

Friday	11:00 - 02:30
Saturday	11:00 - 02:30
Sunday	11:00 - 00:00

Recorded Music

Monday	11:00 - 00:00
Tuesday	11:00 - 00:00
Wednesday	11:00 - 00:00
Thursday	11:00 - 00:00
Friday	11:00 - 02:30
Saturday	11:00 - 02:30
Sunday	11:00 - 00:00

Performance of Dance - Indoors

Friday	11:00 - 02:30
Saturday	11:00 - 02:30
Sunday	11:00 - 00:00

Facilities for Making Music - Indoors

Friday	11:00 - 02:30
Saturday	11:00 - 02:30
Sunday	11:00 - 00:00

Facilities for Dancing - Indoors

Monday	11:00 - 00:00
Tuesday	11:00 - 00:00
Wednesday	11:00 - 00:00
Thursday	11:00 - 00:00
Friday	11:00 - 02:30
Saturday	11:00 - 02:30
Sunday	11:00 - 00:00

Late Night Refreshment - Indoors and outdoors

Monday	23:00 - 00:00
Tuesday	23:00 - 00:00
Wednesday	23:00 - 00:00
Thursday	23:00 - 00:00
Friday	23:00 - 02:30
Saturday	23:00 - 02:30
Sunday	23:00 - 01:00

Sale by retail of alcohol to be consumed on premises

Monday	09:00 - 01:00
Tuesday	09:00 - 01:00
Wednesday	09:00 - 01:00
Thursday	09:00 - 01:00
Friday	09:00 - 02:30
Saturday	09:00 - 02:30
Sunday	09:00 - 01:00

Sale by retail of alcohol to be consumed off premises

Monday	09:00 - 01:00
Tuesday	09:00 - 01:00
Wednesday	09:00 - 01:00
Thursday	09:00 - 01:00
Friday	09:00 - 02:30
Saturday	09:00 - 02:30
Sunday	09:00 - 01:00

Part 2**Name, (registered) address, telephone number and email (where relevant) of holder of premises licence**

Candido Pereira Rodrigues Abilio Pereira Rodrigues

Registered number of holder, for example company number, charity number (where applicable)**Name, address and telephone number of designated premises supervisor where the premises licence authorises for the supply of alcohol**

Dinis Fereira Baptista
374 Walworth Road
London
SE17 2NF

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol

Licence No. 838106
Authority L.B Southwark

Licence Issue date 09/10/2013



Anti-Social Behaviour, Noise Nuisance &
Licensing Manager
Hub 2, 3rd Floor
PO Box 64529
London, SE1P 5LX
020 7525 5748

licensing@southwark.gov.uk

Annex 1 - Mandatory conditions

100 No supply of alcohol may be made under the Premises Licence -

- a. At a time when there is no Designated Premises Supervisor in respect of the Premises Licence; or
- b. At a time when the Designated Premises Supervisor does not hold a Personal Licence or his Personal Licence is suspended

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

485 (1) The responsible person shall take all reasonable steps to ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises in a manner which carries a significant risk of leading or contributing to crime and disorder, prejudice to public safety, public nuisance, or harm to children

(a) games or other activities which require or encourage, or are designed to require, encourage, individuals to

(i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or

(ii) drink as much alcohol as possible (whether within a time limit or otherwise);

(b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic (other than any promotion or discount available to an individual in respect of alcohol for consumption at a table meal, as defined in section 159 of the Act);

(c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less;

(d) provision of free or discounted alcohol in relation to the viewing on the premises of a sporting event, where that provision is dependent on-

(i) the outcome of a race, competition or other event or process; or

(ii) the likelihood of anything occurring or not occurring;

(e) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner.

486 The responsible person shall ensure that no alcohol is dispensed directly by one person into the mouth of another (other than where that person is unable to drink without assistance by reason of a disability).

487 The responsible person shall ensure that free tap water is provided on request to customers where it is reasonably available.

488 (1) The premises licence holder or club premises certificate holder shall ensure that an age verification policy applies to the premises in relation to the sale or supply of alcohol.

(2) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and a holographic mark.

489 The responsible person shall ensure that -

(a) Where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures -

(i) Beer or cider: 1/2 pint;

(ii) Gin, rum, vodka or whisky: 25 ml or 35 ml; and

(iii) Still wine in a glass: 125 ml; and

(b) Customers are made aware of the availability of these measures

Annex 2 - Conditions consistent with the operating Schedule

109 Alcohol shall not be sold or supplied except during permitted hours. In this condition permitted hours means a. On weekdays, other than Christmas Day, Good Friday or New Year's Eve, 1000 to 2300 hours b. On Sundays, other than Christmas Day or New Year's Eve, 1200 to 2230 hours c. On Good Friday, 1200 to 2230 hours d. On Christmas Day, 1200 to 1500 hours, and 1900 to 2230 hours e. On New Year's Eve, except on a Sunday, 1000 to 2300 hours f. On New Year's Eve on a Sunday, 1200 to 2230 hours g. On New Year's Eve from the end of permitted hours on New Year's Eve to the start of permitted hours on the following day (or, if there are no permitted hours on the following day, midnight on 31st December). The above restrictions do not prohibit;

i) During the first twenty minutes after the above hours the consumption of the alcohol on the premises;
 ii) During the first twenty minutes after the above hours, the taking of the alcohol from the premises unless the alcohol is supplied or taken in an open vessel;

iii) During the first thirty minutes after the above hours the consumption of the alcohol on the premises by persons taking meals there if the alcohol was supplied for consumption as ancillary to the meals;

iv) Consumption of the alcohol on the premises or the taking of sale or supply of alcohol to any person residing in the licensed premises

v) The ordering of alcohol to be consumed off the premises, or the dispatch by the vendor of the alcohol so ordered;

vi) The sale of alcohol to a trader or club for the purposes of the trade or club;

vii) The sale or supply of alcohol to any canteen or mess, being a canteen in which the sale or supply of alcohol is carried out under the authority of the Secretary of State or an authorised mess of members of Her Majesty's naval, military or air forces;

viii) The taking of alcohol from the premises by a person residing there; or

ix) The supply of alcohol for consumption on the premises to any private friends of a person residing there who are bona fide entertained by him at his own expense, or the consumption of alcohol by the persons so supplied; or

x) The supply of alcohol for consumption on the premises to persons employed there for the purposes of the business carried on by the holder of the licence, or the consumption of alcohol so supplied, if the alcohol is supplied at the expense of their employer or the person carrying on, or in charge of, the business on the premises

110 No statutory regulations for music and dancing shall apply so as to require any licence for the provision in the premises of public entertainment by the reproduction of wireless (including television) broadcasts or of programmes included in any programme service (within the meaning of the Broadcasting Act 1990) other than a sound or television broadcasting service, or of public entertainment by way of music and singing only which is produced solely by the reproduction of recorded sound

111 This licence provides for the provision of private music and dancing entertainment that is promoted for private gain

172 a.The Licensee / Duty Manager shall ensure that an adequate and appropriate supply of first aid equipment and materials is available on the premises. b.If required, at least one suitably trained first aider shall be on duty when the public are present. If more than one suitably trained first-aider is present, each person's responsibilities shall be clearly identified.

288 That the CCTV system be at the premises and be maintained in good working order and be continually recording at all times the premises are in use under the licence. The CCTV System must be capable of capturing an image of every person who enters the premises

289 That all CCTV footage shall be kept for a period of thirty one (31)days and shall, upon request, be made immediately available to Officers of the Police and the Council.

290 That on Fridays, Saturdays and Sundays SIA registered door Supervisors, shall be employed at all times after 22.00hrs until the terminal hour that the premises are in use under this licence and provided with hand held metal detection units in order to ensure that searches are carried out in respect of all admissions to the premises, whether members of the public or performers and their assistants and Mechanical counting devices to ensure that the maximum accommodation limit of the premises is not exceeded.

291 That SIA registered Door supervisors, shall be employed every night from 22.00 hours and the terminal hour on days when you will operate after 01.00am, and provided with hand held metal detection units in order to ensure that searches are carried out in respect of all admissions to the premises.

298 That signs shall be displayed in the entrance foyer to the premises that state 'Drugs Free Zone' and 'No Search No Entry, Management reserve the right to refuse entry'

302 That all matters relating to drugs shall be in accordance with the Metropolitan Police Best Practice Guide on the handling of drugs in pubs and clubs.

303 That the premises licence holder shall require any new and external promoters hiring the premises to complete the 'Venue Hire Agreement' provided by Southwark Council and, once completed, you shall ensure that a copy of the agreement is provided to the Police and Licensing Unit a minimum of fourteen days prior to the date of hire.

310 That all doors excepting any that may be required to be locked open for the purposes of means of escape, shall be kept closed whenever music is being provided upon the premises

311 That suitable notice shall be displayed and announcements made requesting people to leave the premises in a quiet and orderly manner so as not to disturb local residents.

312 Customers shall not use the outside area after 22.00 hours other than those who temporarily leave the premises to smoke.

313 That sound volumes shall be minimised to ensure that there is no sound breakout which might cause a noise nuisance to local residents and local businesses.

325 That no person under the age of 16 or 17 permitted on the premises after 21.00 unless accompanied by a responsible adult.

332 That all children must be accompanied by a responsible adult.

336 A personal licence holder shall be on the premises at all times that intoxicating liquor is supplied

334 That an age identification scheme shall be established and maintained. The scheme shall Require the production of evidence of age (comprising any PASS accredited card or passport or driving licence) from any person appearing to staff engaged in selling or supplying alcohol to be under the age of 18 and who is attempting to buy alcohol

340 That an emergency lighting system is to be installed on the premises

341 That the Premises Licence holder and/or Designated Premises Supervisor join and support a local Pub Watch Scheme should there be one in existence for the area in which the premises is located.

342 That those who do temporarily leave for this reason shall be subjected to the requirement of a further search.

343 There will be a cooling off/eating-up/drinking-up period each night, with the premises closing 30 minutes after the cessation of all licensable activities.

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

816 There shall be no removal and loading of equipment from the premises between the terminal hour and 08.00 hours.

840 No external sound systems shall be imported onto the premises; any imported musical instruments requiring amplification shall be amplified via the existing sound system (controlled by means of the Sound Limiting Device).

841 After 22.00 hours, no more than ten (10) patrons shall be permitted to use the smoking area at any one time.

842 Secondary acoustic double glazing must be installed before new hours can be implemented

843 No new admissions after 01.30 am on Friday and Saturday nights.

844 Male and female door staff shall be employed.

845 A contact number to be provided by the premises for local residents.

Annex 4 - Plans - Attached

Licence No. 842882

Plan No. LO/001

Plan Date October 2006

Proposed Licence Conditions

With regard to the premises licence in relation to Pazzia, 374
Walworth Road, London, SE17 2NF.

1. The terminal hour for all licensable activities shall be 23:30 hours Monday to Thursday, 00:00 hours on Friday and Saturday and 23:00 hours on Sunday.
2. The premises closing time shall be thirty minutes after the terminal hour for licensable activities.
3. There shall be no new admission to the premises 30 minutes before the end of the licensable activities.
4. There should be no charge for admission to the premises when it operates under the licence.
5. Except for any alterations made by the submission of a minor variation or a major variation application to the Licensing Authority, there shall be no alteration to the premises plan.

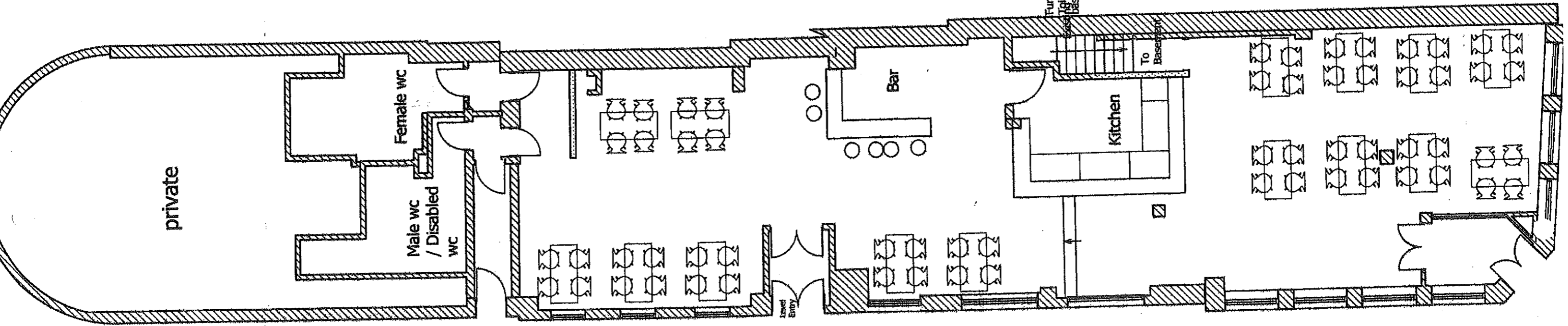
6. There should be no alteration to the premises layout, including the seating arrangements, except for those alterations agreed in writing and approved by the Licensing Authority.
7. The premises will maintain and operate a CCTV system.
8. The CCTV system, incorporating continuous recording, will operate throughout the whole of each period the premises are trading.
9. The CCTV system will include coverage of all public entrances and exits from the premises.
10. The recordings will be kept for a minimum period of 31 days before over recording and made available upon request to the Police or authorised officer of the Local Authority.
11. The licensee will maintain an incident log at the premises which will record all of the following:
 - (i) complaints received;
 - (ii) refused admissions;
 - (iii) ejections and;
 - (iv) any defect or fault which interrupts continuous recording of the CCTV system;

12. The Premises Licence Holder and/or Designated Premises Supervisor shall be responsible for advising staff of the incident log and for ensuring it is being used.
13. A "Challenge 21" Policy shall be promoted at the premises in that all members of staff require credible photographic proof of age evidence in the form of a passport, photo driving licence or a PASS scheme proof of age card from anyone whom alcohol is to be supplied to and who appears to be under the age of 21.
14. The Licensee shall ensure the premises management take an active part in any Pubwatch or banning scheme where either exist or operate.
15. Prominent, clear and legible notices shall be displayed at all exits requesting the public to leave the premises and the area quietly.
16. A minimum of one SIA registered door supervisor shall be on duty every Friday and Saturday from 21:00 until closing. The company engaged to provide the door supervisor should be an Approved Contractor.

17. No more than twenty persons shall be permitted to use the designated bar area.
18. Other than the designated bar area, alcohol shall only be served ancillary to a table meal.
19. All staff members shall be trained regarding underage sales, responsible alcohol retailing, the main offences under the Licensing Act 2003 and the conditions of the Premises Licence. This training shall be provided before the person starts working at the premises and shall be repeated at least biannually thereafter.
20. Records of such training shall be kept and made available for inspection by the Police and authorised Council officers.
21. The premises shall have a written drugs policy.
22. Telephone numbers for local taxi firms shall be displayed in prominent positions in the premises.

23. The premises shall telephone taxis for customers without charge on request.
24. The Premises Licence Holder and/or Designated Premises Supervisor shall encourage patrons awaiting collection to wait inside the premises.
25. The premises shall have a First Aid trained member of staff at the premises at all times when it is open to members of the public.
26. All managers shall receive conflict management training and at least one is at the premises whenever it is open to members of the public.
27. All managers shall receive Crime Scene Preservation training and will ensure that one is at the premises whenever it is open to members of the public.
28. The Premises shall be closed to members of the public from 00:00 hrs Monday to Thursday, 00:30 hrs Friday and Saturday and 23:30 hrs on a Sunday until 09:00am the following day.

29. There shall be no sale or supply and/or consumption of alcohol by members of the public, staff, premises licence holder, or management between the hours of 00:00 hrs Monday to Thursday, 00:30 hrs Friday and Saturday and 23:30 hrs on a Sunday and 12noon the following day.
30. There shall be no private parties or functions/events held between the hours of 00:00 hrs Monday to Thursday, 00:30 hrs Friday and Saturday and 23:30 hrs on a Sunday and 12noon the following day.



Further Male & Female
Toilets available in the
Basement

private

Female wc

Male wc
/ Disabled
wc

Bar

Kitchen

To
Basement

Entry



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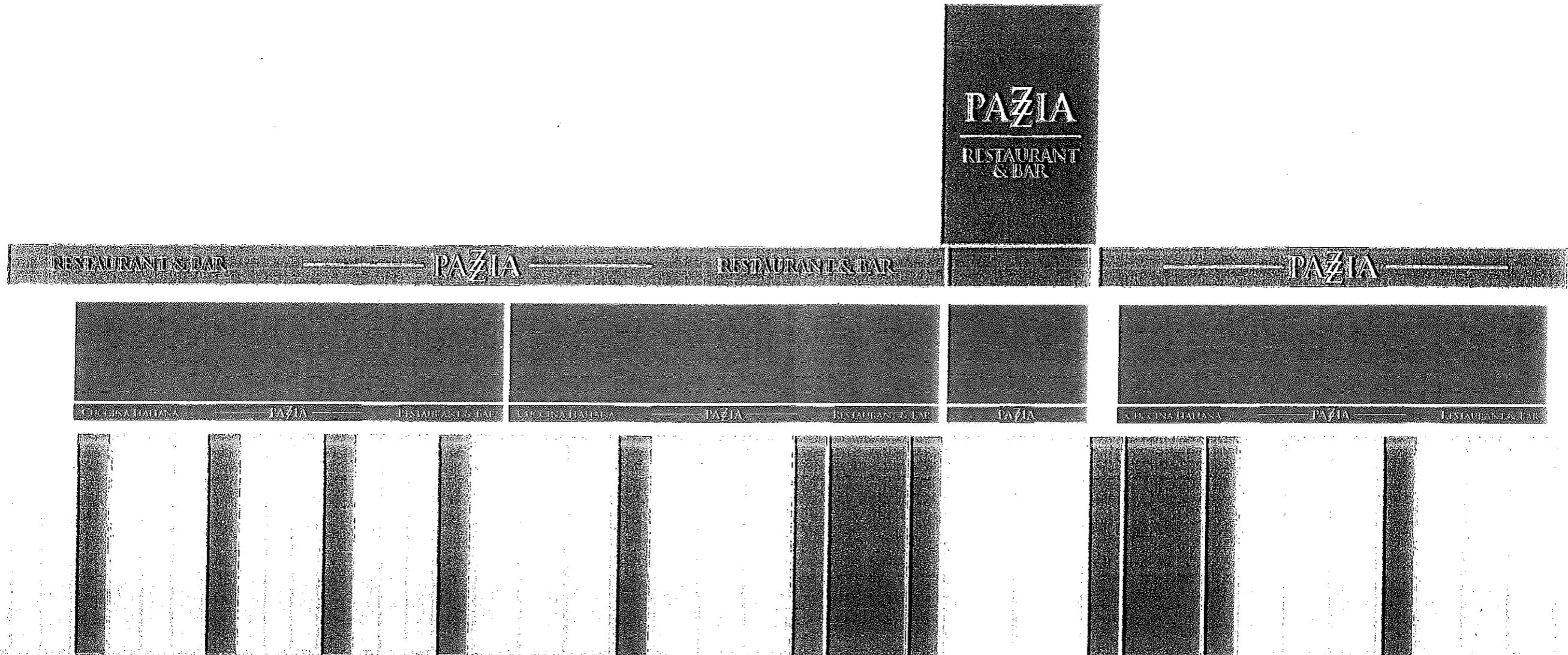
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PAZZIA RESTAURANT AND BAR

Action plan and training handbook following consent order on 10th June
2015 at Camberwell Green Magistrates Court.

Author: Adrian Studd, Independent Licensing Consultant

*Clubsafe Services
Ltd.*

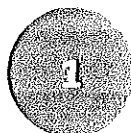
Pazzia Restaurant and Bar

Staff Handbook

This handbook should be used to introduce ALL staff to the minimum standards required when working at 'Pazzia Restaurant and Bar' and to record their initial training and ongoing development. Following staff training they should be asked to sign at the end to show that they understand the policies and their responsibilities.

Key areas covered:

- | | |
|------------------------------------|-----------|
| 1. Licensing objectives | Section 1 |
| 2. Underage sales and Challenge 21 | Section 2 |
| 3. Drunkenness | Section 3 |
| 4. Drugs | Section 4 |
| 5. Recording incidents | Section 5 |
| 6. Training qualifications | Section 6 |



1. The Licensing Objectives.

1.1 The licensing objectives are designed to ensure that the premises are operated safely and contribute positively to the local area.

1.2 The licensing objectives that all licensed premises must promote are:

- **The Prevention of Crime and Disorder**
- **Public Safety**
- **The Prevention of Public Nuisance**
- **The Protection of Children from Harm**

2. Under age sales and challenge 21.

2.1 You must not sell or supply alcohol to anyone who is under 18. Our policy at Pazzia bar and restaurant is to seek ID *from any customer who appears to be under the age of 21*. This is commonly referred to as the 'Challenge 21' policy.

2.2 An individual who appears to be under 21 must be asked to show that they are over 18 by producing any one of three recognised forms of ID:

- Passport (or national identity card)
- Photo driver's license
- PASS identity card.

2.3 If an individual is unable to produce valid ID they must not be served alcohol, to do so could lead to prosecution or a fine for the person selling and to the premises licence being reviewed.

2.4 If you are in any doubt do not supply alcohol and ask for your supervisor or duty manager. Do not assume that a person is over 18 just because they have gained entry to the premises.

3. Drunkenness.

3.1 It is our policy not to serve alcohol to people who are (or appear to be) intoxicated.

3.2 Failure to comply with this regulation can result in a fine and revocation of the premises licence.

3.3 Bar staff that are caught (by the police) serving alcohol to drunken customers could be subject to an £80 on-the-spot fine.

3.4 If you are in any doubt politely refuse to serve the individual alcohol and suggest that they may prefer a soft drink or glass of free water.

4. Drugs and Drugs Handling Procedure

4.1 A zero tolerance policy to drugs is to be observed amongst employees and customers throughout our business. Drug use and/or any related activity will not be tolerated.

4.2 Customers inside the premises or about to enter the premises that appear to be suspicious may be searched, refused admission, ejected or police called.

4.3 Any drugs confiscated are to be:

- Placed in coded bag as provided by police, in view of a witness and recorded on CCTV.
- Placed in the safe in the manager's office.
- Logged in the Security Incident log

4.4 The General Manager will hand over confiscated drugs to the police, as soon as possible after confiscation, in line with local agreements. The incident report must be signed by the police.



If you confiscate drugs and do not follow this procedure you may be accused of possession.

5. Recording incidents.

5.1 Any incident that occurs will be recorded by the member of staff or Door Supervisor concerned in the incident log. The entry will be signed by the staff member and counter signed by the duty manager.

5.2 All incident reports must be made as soon as possible after the incident takes place and in any event before the member of staff goes off duty.

5.3 The following are examples of incidents that must be recorded and brought to the attention of the manager:

- Refusals at the door,
- Ejections,
- Drunkenness,
- Refusal to serve alcohol at the bar,
- Suspicion of possession or supply of drugs,
- Allegations of crime such as theft of phone or assault.
- Injury suffered by any person.

5.4 In all cases the manager on duty is responsible for ensuring that the incident is properly recorded and police called if they consider that it is necessary. Police will be called if requested by a customer.

6. Training and qualifications.

6.1 *Before starting work* at Pazzia Restaurant and Bar all staff working in the bar or restaurant area will be trained on the above sections 1 - 5 in this Handbook and will sign to show that they have understood their responsibilities and received a copy.

6.2 *Within one month of starting work* at Pazzia Restaurant and Bar all staff working in the bar or restaurant area will successfully complete a recognised responsible retailing of alcohol qualification such as the BII 'Award in Responsible Alcohol Retailing' (ARAR).

Employee.

I have read and discussed the content of sections 1 – 5 above and have received a copy. I understand my responsibilities and requirement to undertake recognised training as shown.

signed.....Print.....Date.....

Manager/personal license holder.

I have conducted the staff induction on the above named person and provided them with a copy of sections 1 – 5.

Signed.....Print.....Date.....

Addition training undertaken, for example first aid training, crime scene preservation, personal licence.

Training.....Date.....Signature.....

Training.....Date.....Signature.....

Training.....Date.....Signature.....

Training.....Date.....Signature.....



Adrian Studd, Independent Licensing Consultant.

Pazzia Restaurant and bar (formerly Banana Bar)

Policies and procedures action plan.

This action plan is provided in compliance with the consent order dated 10/06/2015.

1. Premises to re-open as food led restaurant with small bar for a maximum of 20 people.
2. Other than the above bar area alcohol will only be served ancillary to a table meal.
3. Licensable activity:
 - Mon – Thur 12.00 noon to 23.30.
 - Fri – Sat 12 noon to Midnight.
 - Sun 12.00 noon to 23.00.
 - Closing time 20 minutes after end of licensable activity.
 - Staff or members of the public are not permitted to consume alcohol on the premises after or before the hours of licensable activity.
4. Premises will be designed to minimise opportunity for drug misuse (see guidance attached).
5. *New DPS with restaurant experience to be appointed.*
6. *SIA registered door supervisors will be provided from an approved contractor in agreement with police and the local authority.*
7. *The use of polycarbonate drinking vessels will be reviewed in light of the new hours and restaurant operation and a decision made in agreement with police and local authority.*

8. Staff training. Each member of staff to have a personal 'Staff handbook' (draft attached) that will include initial induction and annual refresher training in the following.

- Responsible alcohol retailing with recognised award such as BII Award in Responsible Alcohol Retailing (ARAR).
- Zero tolerance on drugs.
- Incident recording.

9. Additional training will be conducted to ensure that there are sufficient members of staff to comply with the operating schedule in the following areas:

- First aid-There should be a first aid trained member of staff at the premises at all times when it is open to the public.
- Conflict management-All managers and selected others should be trained in conflict management to ensure at least one is at the premises whenever it is open to the public.
- Crime scene preservation-All managers and selected others to be trained on crime scene management to ensure at least one is at the premises whenever it is open to the public.

Adrian Studd

Independent Licensing Consultant.

29/07/15

STEPS TO TAKE TO PREVENT DRUG USE AND DRUG DEALING ON YOUR PREMISES

Lines of Sight:

Avoid alcoves or recessed areas. Secluded parts can become a magnet for drug users and dealers wishing to operate unseen. With a clear view all round, staff should quickly be able to assess for possible problems.

Lighting:

Suitably designed lighting should be provided to avoid dark corners or areas throughout the premises.

Parking areas and outside service areas to be well lit and managed.

Some organisations recommend placing fluorescent lighting in toilets to deter intravenous drug use. This style of lighting is a means of preventing injecting behaviour. It has not been proven as a deterrent to drug users and may have a negative affect leading to poor injecting practice and medical complications. It also has the added disadvantage of making the toilets look dark, unwelcoming to lawful users, and suggesting that there is an established drug problem.

Signage: Consider the use of signage in the premises stating the management's stance on drug use in the premises; e.g. ' Drug use will not be tolerated on these premises and anyone suspected or found to be using drugs will be asked to leave and police may be informed'.

Consider erecting signs in toilets informing customers that facilities are regularly checked for cleanliness and security. A 'visited/checked' chart on a wall will help to show that staff visits are carried out.

Toilet Areas – Construction Materials

Avoid the use of easily moveable ceiling, wall tiles or panelling as the void areas behind can be used to conceal drugs or discarded drug.

Ventilation covers should be robust with fine mesh covering, securely fitted to prevent the space being used for disposal purposes.

Flooring should be concrete, tiled or smooth industrial quality linoleum covered. Avoid the use of carpet or carpet tiles due to hygiene and cleaning problems.

Avoid flat smooth areas that can easily be used as a worktop to divide and prepare drugs, or used as a platform for sniffing.

Improvements can be made to flat surfaces within toilets by applying a rougher surface coating to these areas.

Consider the use of graffiti and vandal resistant materials, such as stainless steel, laminates and plastics.

Toilet Areas – Fixtures and Fittings

All toilet cisterns should be secured and hidden behind panelling. This prevents people using the flat surfaces for the preparation of drugs or for administering them and using the cistern for the disposal of syringes or other drug paraphernalia.

Toilet roll dispensers, towel holders and drying machines can be purchased with smooth rounded surfaces to prevent drug preparation.

Many companies now manufacture washbasins and urinals with sloping tops and sides, again with a view to making it difficult to use as a platform to operate from.

Avoid placing chairs or benches in toilet areas that encourage users to remain longer than necessary.

The style of cubicle door locks should be considered. Research shows that the less secure, flimsy locks are better on cubicle doors as drug users are made to feel more vulnerable under these conditions.

Toilet seat lids can be removed, but this may leave the toilets feeling 'seedier' as a result. Suitably shaped lids could be considered as a preventive measure.

Toilet cubicles should be constructed to allow for a minimum 200mm space from the floor with a reduced top height. This measure discourages drug taking and helps with staff checks.

Good Practice:

Create and enforce a strict house policy that clearly states your establishments 'zero-tolerance' level towards illegal drugs.

BUSINESS PLAN

PAZZIA RESTAURANT

MISSION

Pazzia Restaurants mission is to be a full service, family Italian restaurant offering affordable, high quality Italian cuisine inspired by authentic family recipes. Our goal is to provide our customers with an entire dining experience that exceed's their expectations on every visit.

We value the people who work for us. We want to employ good quality employees to make quality food, to provide a fantastic service, and stay employed longer because they like working as a team at Pazzia Restaurant. We have found that friendly and efficient service attracts different and a wide variety of customers.

OBJECTIVES

Our objectives is to improve the premises creating a quality Restauant that provides quality food and services for a wide variety of clientele.

I plan to incorporate the same successful tactics used at my other two Pazzia Restaurants that I have owned and operated for over 15 years. Using the same strategies and having an in-depth management crew to back me up will ensure outstanding results at this new fast-growing location.

My objectives are as follows:

1. To Provide the highest quality food and service in camberwell.
2. To Create an atmosphere where each person can work as a team member, with clear goals and high standards that will suit everyone.
3. To Maintain and expand my outstanding reputation.
4. Remain a neighborhood family restaurant.
5. Be the first fine dining Italian Restaurant in camberwell.
6. Provide employment within the area of camberwell.

SERVICES

Pazzia Restaurant menu offers a wide selection of starters, pastas, meat, fish and pizza dishes. There is a wide selection of food that will attract a wide variety of customers including children who enjoy our delicious homemade pizzas and also suit all their different needs. Pazzia restaurant also serves an interesting variety of wines, cocktails, and desserts to complement each meal. We work only with the freshest ingredients, top quality cuts of meat, fresh fish and specificity pasta. A sample menu and wine list is appended to this business plan.

Pazzia Restaurant aims to work on an ongoing basis to improve existing dishes and to develop new menu items that appeal to today's increasing number of consumers who insist on consistently high-quality, good tasting Italian fare with authentic "old country" flavour.

We offer a full array of mixed drinks, beers and wines. With a full bar area Pazzia Restaurant offers a place where young adults, families, and singles to enjoy a drink while waiting for a table, or a friendly place to meet and talk before dinner. We are a family array business and have never been known as a "Bar". There will be no "Late-night Drinking Crowd" as this is not part of our customer base.

POLICIES

Pazzia Restaurant will implement a variety of different policies, to ensure that the staff, customers and residents are aware of what our intentions are and what they will expect from this new business venture.

Customer service policy is to ensure that the staff are aware and fully preped of what is expected from them when dealing with customers, fellow employees and residents within the local area. These types of policies include politeness, honesty, fairness, integrity and respect. All employees deal with our customers, no matter what your position, every employee impacts the customer in some way. Employees are reminded to promote the company just as they would represent their families. This means being friendly and courteous on the business property. These are important within any business but we intend to ensure that individuals within the business comply to ensure that no persons is left discontent with the service that we are providing.

We also intend to implement the 4 licensing objectives as our policies within the business to ensure that we are undertaking the correct strategies to make the business run efficiently and correctly. The following are the licencing objectives and how we intend to implement them within the new business.

1. The prevention of crime and disorder

We intend to use CCTV cameras in the premises and have it well clear and written around the premises that the CCTV is in operation.

We will refuse entry to people who have already consumed too much alcohol

We will refuse to serve alcohol to people who have consumed too much alcohol

We do not allow people who have consumed too much alcohol to remain on licensed premises

We do not tolerate anti social behavior

If a person is asked to leave the premises because of their behavior we will ban them immediately and they are not able to come back to the premises.

2. The protection of public safety

To intend to ensure that all staff are aware of the risks within the premises i.e. spillage, blockages, and how to deal with them when they arise.

Health and safety issues are to try to keep the temperature of the premises reasonable.

Movement through the premises should be easy.

We provide ample seating facilities so that customers are able to drink and sit freely and not bombard the bar area.

We encourage staff to keep tables clean and organised and if they spot any behavior problems they are to call the management at once.

We keep fire escapes clear and accessible at all times.

3. The prevention of public nuisance

We need to ensure that staff keep the outside of the premises clean from litter.

Cigarette buds are placed in the ashtrays located outside of the premises.

CCTV is in operation outside the premises to limit misbehaviour.

Not to serve people who are under the influence of drink or drugs to then cause public nuisance.

Doors and windows are kept closed to prevent public nuisance.

Only 10 people are allowed to be outside at one time to smoke.
Posters are displayed In the entrance to tell customers to leave quietly to prevent neighbours being disturbed.

4. The prevention of children from harm

All children are to be accompanied by an adult
No minor is allowed after 9pm within the premises.
Challenge 21 is implemented and posters are placed within the bar area.
If in doubt the staff is aware that adequate ID must be shown if requested.

CONCLUSION

In conclusion, every customer who has ever eaten at Pazzia Restaurant is a potential customer who has turned into a repeat customer. The better we run this Restaurant within the camberwell location the more business we will do. Customers will know that they can get better quality authentic Italian cuisine. The look of the new location will be fresh and clean. The area needs a fine dining family restaurant. The area needs an experienced family run Italian Restaurant .

Antipasto

Minestrone	Traditional Italian soup	5.50
Insalata di gamberetti	Avocado and peeled prawn salad with marie rose sauce	7.50
L'avocado gratinato	Baked avocado, creamy tomato sauce & gratinated parmesan	6.95
Asparagi prosciutto	Asparagus, Parma ham, butter & parmesan gratin	7.95
Formaggio di capra	Flat mushrooms & goat's cheese gratin	7.50
Cozze marinara	Mussels, shallots, garlic, cream & white wine sauce	7.75
Gamberoni	Butterfly king prawns, chilli, garlic butter & white wine sauce	11.50
Calamari fritti	Deep fried squid & tartar sauce	7.75
Sardine alla griglia	Sardines, chopped garlic, parsley, chilli & extra virgin olive oil	6.95
Carpaccio di manzo	Raw beef, rocket salad, Parmesan shavings & truffle oil	8.95
Prosciutto melone	Melon & layered Parma ham	8.95
Insalata di granchio	Fresh Crab meat with avocado & tomato confit on a bed of mixed salad	8.50
Tricolore	Mozzarella, Tomato, Avocado, rocket salad & basil	7.75

Pasta & Risotto

Spaghetti bolognese	Beef mince, finely chopped celery, carrots & tomato sauce	8.85 / 12.75
Penne arrabiata	Fresh garlic, chilli & tomato pomodoro	7.85/11.75
Fettuccine porcini	Fresh garlic, chilli & mixed wild mushrooms	12.85
Garganelli salmone	Smoked Salmon, shallots, vodka & creamy paprika sauce	12.75
Spaghetti basilico	Cherry tomato, parmesan cheese & basil	7.85 / 9.85
Pappardelle peperoncino	King prawns, scallops, fresh garlic, chilli & fresh tomato	18.75
Boscaiola	Paccheri pasta, smoked pancetta, wild mushrooms, asparagus & aurora sauce	11.75
Risotto frutti di mare	Fresh seafood, garlic, onions & a touch of fresh tomato	17.50
Risotto al pollo	Chicken, porcini mushrooms & creamy spinach rice	16.75
Linguine frutti di mare	Fresh seafood, garlic, onions, chilli, & cherry tomatoes	17.50
Ravioli	Filled with ricotta, spinach, basil & tomato creamy sauce	12.75
Spaghetti carbonara	Smoked Italian Panchetta, egg yolk & creamy sauce	11.75

Pesce

Gamberoni	Butterfly king prawns, chilli, garlic butter & white wine sauce with rice	19.75
Branzino alla griglia	Grilled fillets of sea bass, fresh asparagus & red pepper dressing	18.75
Branzino in padella	Pan fried fillets of sea bass & spring onion mash potato	18.75

Carne

Fegato alla griglia	Grilled calves liver, crispy pancetta, mash potato & jus	16.75
Pollo alla principesa	Pan fried chicken breast, wild mushrooms, asparagus & creamy sauce	14.50
La spalla di agnello	Crispy lamb shoulder; garlic crushed new potatoes, courgettes & jus	16.75
Agnello	Rack of lamb, red wine jus & dauphinoise potato	18.75
Bistecca alla griglia	Grilled prime rib eye steak (Plain grilled / pepper sauce)	18.75
Filetto alla griglia	Grilled prime fillet steak (Plain grilled / pepper sauce)	22.75
La gamba di anitra	Roasted leg of duck, braised red cabbage, dauphinoise potato & jus	16.95
Vitello alla milanese	Veal chop coated in bread crumbs & spaghetti basil	18.75

Contorni – Side orders

Spinach	3.25	Mash potato	3.25
Broccoli	3.25	Chips	3.25
Courgettes	3.25	Saute potatoes	3.25
French beans	3.25	Dauphinoise potato	3.25
Red cabbage	3.25		
Selection of mix vegetables & saute	4.75	Bruchetta with chopped tomatoes, basil & mozzarella	5.75
Mixed salad	3.25	Garlic Bread	3.25
Green salad	3.25	Garlic Bread with cheese	4.50
Tomato & onion salad	3.25		
Rocket & parmesan salad	4.75		

A 10% service charge will be added to your bill.

Pizza

- Extra toppings available.

Margarita

Mozzarella cheese & tomato sauce 8.95

American Hot

Mozzarella cheese, tomato sauce, pepperoni, peppers & chilli 10.75

Quattro stagioni

Mozzarella cheese, tomato sauce, mushrooms, ham, pepperoni, artichokes, olives & anchovies 11.75

Pizza parma

Mozzarella cheese, tomato sauce, Parma ham, rocket, Parmesan flakes & olive oil 11.95

Regina

Mozzarella cheese, tomato sauce, ham & mushrooms 10.75

Calzone

Capers, olives, mushrooms, pepperoni & ham 11.75

Vegetarian

Mozzarella cheese, tomato sauce, grilled courgettes, aubergines, peppers & mushrooms 10.75

Hawaiian pizza

Mozzarella cheese, tomato sauce, ham & pineapple 10.75

Mexicana

Mozzarella cheese, tomato sauce, chicken, chilli & mixed peppers 11.75

Rustica

Mozzarella cheese, tomato sauce, red onion, pancetta & garlic 11.75

Seafood Pizza

Mozzarella cheese, tomato sauce, tuna, peeled prawns, anchovies, olives & spring onions 12.75

Meat pizza

Tomato sauce, mozzarella cheese, pepperoni, ham, chicken, bacon & sweet corn 12.75

Vivaldi pizza

Capers, olives, mushrooms, pepperoni & ham 10.75

Tuna pizza

Mozzarella cheese, tomato sauce, tuna, capers & olives 11.75

Chicken supreme

Mozzarella cheese, tomato sauce, chicken, mushrooms, onions & fresh tomatoes 11.95

Fiorentina pizza

Mozzarella cheese, tomato sauce, ham, spinach & egg 10.75

Pizza special

Mozzarella cheese, tomato sauce, rocket, smoked salmon & lemon 12.50

Deluxe

Mozzarella, tomato sauce, pepperoni, mushrooms, mixed peppers, fresh tomatoes & spinach 11.75

White Wine

Piemonte Cortese D.O.C 2012 - 12% Italy	175ml 6.50	20.85
Clear, brilliant, straw-yellow colour. Fruity, pleasant and intense bouquet. A delicate, justly acidulous, tempting taste.		
Pinot Grigio Delle Venezie IGT 2012 - 12% Italy	175ml 7.00	23.75
Pale straw yellow in colour, dry, smooth, harmonious and fresh with characteristic and delicate fruity scent.		
Pinot Grigio Blush IGT 2012 - 12% Italy	175ml 7.00	23.75
A dry, fresh and fruity rose with delicate aromas of red berries. Crisp and lively on the palate with good intensity of ripe berry and red cherry fruit		
Gavi castello D.O.C.G 2013 - 12% Italy	175ml 7.50	24.75
This is a pleasant straw-yellow color wine. Its scent is delicately vinous hinting to fruit.		
Villa Maria Sauvignon Blanc 2014 - 12.5% New Zealand	175ml 6.95	24.75
This intense Sauvignon Blanc is alive with a myriad of flavours dominated by gooseberry, passionfruit, fresh citrus, melon and herbaceous aromas.		
Casal mendes Rose 2011 - 12% Portugal		21.85
Refreshing and fruity nose, bursting with aromas of strawberries, raspberries and pineapples. On the palate the wine is soft and fruity with a light sparkle.		
Gavi di Gavi La Battistina D.O.C.G 2013 - 12% Italy		28.75
An aromatic, zesty, nose with citrus, lime and pineapple, and a hint of minerality. Juicy, weighty fruit with an immensely long finish.		
Chablis La Larme D'Or 2013 - 12.5% France		24.75
Shows crisp green apple and citrus flavours with subtle notes of sulphur, minerals, subtle cream and fresh acidity. Still relatively youthful, but the flavours develop and intensify on airing.		
Sancerre Boisjoli 2012 - 13% France		34.00
Lively and full of fruit, with pleasant mineral Full of verve and zing. Stylish, poised fruit. Gooseberry and passion fruit sorbet. A zesty, elegant mouth feel.		
Franschhoek Cellar Chenin Blanc 2013 - 13.5% South Africa		27.00
This wine has an expressive nose with mango, peach and honey blossom flavours on the palate. The wine is rich and flavourful with a melange of tropical fruit flavours. Great concentration with a rich and creamy finish		
Monte Velho Herdade do Esporao Alentejo 2011 - 13% Portugal		22.50
Fresh white stone fruits with citric notes.		
Chateau Cotes de Provence Rose 2013 - 13% France		28.00
A French rose wine that has a mellow, defined and pale character with a defined edge from the pink grapefruit and exotic fruits. The citrusy characteristic comes from the red berries that give balance to wine and a great finish.		

Red Wine

Barbera Piemonte D.O.C 2011 - 12.5% Italy	175ml 6.50	21.85
Ruby red in colour, dry, smooth and well balanced		
Cabernet Sauvignon IGT 2012 -- 12% Italy	175ml 6.75	21.75
A full flavoured red wine, with a robust texture and intense ruby colour, guaranteed to excite even the most undiscerning palates.		
Barbera d'Alba Superiore DOC 2010 -- 14% Italy		28.50
Clear garnet in colour, not overly dark. Pleasant and complex aromas rise from the glass, with subtle floral and herbal notes, suggesting a blend of violets in a grassy lawn after rain. Ripe fruit flavours; black plums and lemony acidity, create a clean, consistent, long finish.		
Trig Point Cabernet Shiraz 2011 - 14% Australia		24.75
Dark cherry red colour. A bouquet with lifted aromas of plum and blackberry complemented by hints mocha and spice notes. A vibrant palate with ripen plum, blackberry and subtle oak characters, supported by rounded tannins		
Opier Signature Merlot 2012 -- 14% South Africa		24.75
An inviting nose with prominent plum and raspberry fruit flavours with hints of dark chocolate. The palate is smooth with subtle oak and lingering berry flavours. An appearance of dark plum colour.		
Finca Las Moras Malbec Reserve 2013 - 14% Argentina		28.00
The desert climate produces a soft, full bodied wine with a ripe red berries and plum flavors. Complex aromas with hints of mint and spices. Great balance between fruit and oak.		
Piedra del rayo Rioja Crianza 2013 -- 13.5% Spain	175ml 7.00	25.75
Dominated by black fruits and berries, like cherry or blackberry, with toasted hints. Palate : good intensity and well-structured in mid-palate. The tanins are elegant, and the finale is refreshing.		
Faustino I Gran Reserva Rioja 2001 -- 13.5% Spain		35.95
Restrained, mineral style with elegant tannins, Youthful and fresh, feminine and complex. Deliciously decadent with extraordinary vitality in the palate and a long unique finish		
Valiano Chianti Classico D.O.C.G 2009 - 13% Italy		25.75
Luscious aromas of violets, blackberries and dark cherry nose. Full and beautiful etched on the palate, with excellent depth and structure. The ripe, substantial tannins are buried in fruit on the finish.		
Negroamaro "Fine" IGT 2010 - 15.5% Italy		65.00
Deep and intense ruby-purple, with an intensely fruity aromatic profile, supported by savoury balsamic and spice notes. Firm palate texture provides good length.		
Pesquera Reserva Ribera del Duero 2007 - 14% Spain		68.00
Intense cherry red color still remains some violaceous hue, high color charge. Very clean, intensive complex aromas of black fruit and notes of toffee nose. The palate elegant, silky, round, velvety, very easy to drink.		
Muga Reserva 'Limited' 2010 - 14% Spain		48.75
Brilliant ruby colour. On the nose, the floral notes superimpose the fruit; fresh hay and oak related aromas such as fresh vanilla, coconut, roasted coffee and smoky notes. On the palate, it is firm and robust; mineral flavours and soft tannins		
Cartuxa EA, Alentejo 2011 -- 14% Portugal		23.75
Lovely vivid bright red and black fruits dominate the nose, with some cherryish character and a savoury streak. The palate is vivid and juicy with nice supple fruit.		

SPIRITS – LIQUEURS – SOFT - BEER

WHISKY BOTTLE

1961 The Macallan Private Eye single malt scotch whisky £2,750.00

WHISKY/WHISKEY (25mls)		RUM (25mls)		LIQUEURS (25mls)	
Bells	4.50	Bacardi	4.50	Archers Schnapps	4.50
Famous Grouse	4.50	Captain Morgan	4.50	Baileys	4.50
Canadian Club	4.50	Havana	4.50	Cointreau	4.50
Jack Daniels	4.50	Barcardi Carta di oro	4.75	Amaretto	4.50
Wild Turkey	4.50			50ml Drambuie	4.50
Jamesons	4.50			Frangelico	4.50
Black Bush	4.50			Grand Marnier	4.50
	50ml 6.50	VODKA (25mls)		Kahlua	4.50
Shivas Regal	6.50			Tia Maria	4.50
Johnnie Walker Black	5.50	Smirnoff Red	4.50	Sambuca	4.50
	50ml 8.00			50ml Sambucca Black	4.50
		Grey Goose	5.50	Southern Comfort	4.50
		Pinky	5.50	Galliano	4.50
				50ml Malibu	4.50
SALT WHISKEY (25mls)				Midori	4.50
		GIN (25mls)		Limoncello	4.50
Black & Tan Glenmorangie 10 years old	7.00				50ml 6.50
Black & Tan Lagavulin 16 years old	7.00			Pimms	5.50
Black & Tan Black & Tan Glenlivet 12 years old	7.00	Gordons	4.50		
	50ml 12.75		50ml 6.50		
Black & Tan Glenlivet 18 years old	8.50	Bombay sapphire	4.85	Tequila	4.50
	50ml 13.75			50ml Patron Tequila	7.50
Black & Tan Blue label	15.00	No. Ten	5.50		50ml 13.50
	50ml 30.00		50ml 7.75		
		Henricks	6.50	BOTTLE BEERS	
OGNAC/ARMAGNAC (25mls)			50ml 10.50	Peroni	4.00
Black & Tan Fochia Romana Brandy	5.50			Sagres	4.00
Black & Tan Grand Jos Pays D'Auge	5.75			Super Bock	4.00
Black & Tan Aceira Royal Brandy	5.50	SOFT DRINKS			
	50ml 7.50	Coke	2.50	Desperados	5.00
Black & Tan J. & F. Hennessy 3 star	6.50	Lemonade	2.50	Corona	4.00
Black & Tan J. & F. Hennessy VSOP Armagnac	5.75	Diet coke	2.50	DRAFT BEERS (PINT)	
	50ml 8.50	Apple juice	2.50	Peroni	4.80
Black & Tan J. & F. Hennessy VSOP	7.50	Orange Juice	2.50	Kozel	4.80
	50ml 10.50	Pineapple Juice	2.50		
Black & Tan J. & F. Hennessy XO	12.75	Cranberry Juice	2.50		
	50ml 18.50	Ginger Ale	2.50	HALF PINT	
		Soda Water	2.50	3.00	
APERITIFS/DIGESTIVES (50mls)		Tonic Water	2.50	PORT/DESSERT WINES	
		Slim Line Tonic	2.50	(125mls)	
Black & Tan Amari	4.50	Red Bull	3.00	Dows tawny port	6.75
Black & Tan J. & F. Pernod	4.50	Tomato Juice	2.50	Tailors LBV 10 year port	7.50
Black & Tan Martini Dry/Extra Dry/Rosso	4.50	Still/Sparkling water (750cl)	4.00	Tailors LBV 20 year port	12.75
Black & Tan J. & F. Pepe Extra Dry (125mls)	5.50			Sauternes	7.50



The Licensing Unit
Floor 3
160 Tooley Street
London
SE1 2QH

Metropolitan Police Service
Licensing Office
Southwark Police Station,
323 Borough High Street,
LONDON,
SE1 1JL

Tel: 020 7232 6756
Email: SouthwarkLicensing@met.police.uk

Our reference: MD/21/ 2690/15

Date: 28th August 2015

Re:- Banana's Bar 374 Walworth Road SE17

Dear Sir/Madam

In consideration of the new proposals by Messrs Rodrigues for the Pazzia Restaurant 374 Walworth Road.

The conditions and hours proposed would indicate that this would be a restaurant based venue with little in the way of vertical drinking, and conditioned so food is served ancillary to a substantial table meal. I am now aware that this proposed change of use would be in breach of the current lease held by Messrs Rodrigues and therefore would not appear to be a viable business proposal.

It however still remains the position of the Metropolitan Police that Mr Messrs Rodrigues are not suitable persons to hold a Premises licence on Southwark Borough.

The issues identified throughout the review process indicate that the problem was with the management of the premises and their disregard for the promotion of the licensing objectives.

During the appeal hearing there were admissions made by Mr Candido Rodrigues that there were failings made by management and staff at the premises, and that he wished to change the entire operation to a restaurant based business.

I am of the opinion that there is sufficient evidence to support the revocation of the premises licence. I am minded to ask the licensing sub committee to refuse the proposals made by Messrs Rodrigues brothers on the grounds that I have no faith in them as premises licence holders, and no faith that they would operate the premises within the conditions or hours they have proposed. The proposal would also appear to be in breach of the current lease for the premises.

In support of my no faith submissions I refer to the attached statement **IJC1**, the attached CCTV **IJC2** and a copy of crime report 3010653/13 **IJC3**

Mr Candido Rodrigues has on a number of occasions made reference to his family and work colleagues as a reason for late opening and breach of his premises licence conditions.

On the 13th April 2013 a serious GBH occurred outside the Banana's Bar, during the investigation Mr Rodrigues was spoken to by Police to try and establish the identity of the suspects. The following is a direct lift from the crime report.

No further witnesses have been found in relation to this. When attending the venue to secure CCTV the owner stated he didn't know anyone who had seen it but they did know the victim but neither suspect. I also spoke to the manager who provided the cctv and he stated no one had seen what had happened

In point **9** of the statement provided to Camberwell Green Magistrates court in support of the appeal against the revocation of the premises licence (**IJC4**) Mr Candido Rodrigues makes reference to the late opening allegations and states that only staff, work colleagues and family remain on the premises after 03:00.

If this is to be believed then why is that Mr Rodrigues was unable to identify the suspects for the above mentioned GBH .

In point **25** of the Statement made by Messrs Rodrigues it refers to the above alleged GBH. The statement clearly states that they were not aware of this incident at the time and that they dispute being open at the time of the incident.

In my attached statement **IJC1** and CCTV **IJC2** you will see that this is simply not true. The premises was open, it is highly likely that persons other than family, friends or staff were in the premises at the time of the incident.

Mr Candido Rodrigues was fully aware of this incident and it is highly likely he was witness to a serious assault or could have been in position to assist the Police enquiry further.

It is for these reasons I maintain the position of no faith. Messrs Rodrigues in my opinion supported by the evidence already submitted to the licensing sub committee are not suitable persons to hold a premises licence.

Respectfully subitted for consideration.

Ian Clements

Licensing Officer Southwark Borough

☎ Phone: 0207 232 6756

☎ Mobile: 07974 836444

✉ E-mail: ian.clements@met.police.uk

✉ Mail: Licensing Office Southwark Police Station
323 Borough High Street
SE1 2ER

RESTRICTED (when complete)

MG 11 (T)

WITNESS STATEMENT

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

Statement of **Ian Clements PC 362 MD**..... URN:

Age if under 18 **Over 18**..... (if over 18 insert 'over 18') Occupation: **Police Officer 193760**.....

This statement (consisting of:**2**.... pages each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated anything in it which I know to be false, or do not believe to be true.

Signature: Date:

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

I am Police Constable Ian Clements; I have been a Police officer for over 22 years and am currently posted as the Police Licensing officer for Southwark Borough. I have been in post for nearly six years and have specific responsibility for all matters relating to licensed premises

On Wednesday the 3rd June 2015 whilst on duty at Southwark Police station I viewed a CCTV recording taken from the Banana's Bar 374 Walworth Road SE17.

The recording relates to an incident that occurred outside of the Banana's Bar on the 13th April 2013 at approximately 05:30.

This incident was provided as evidence to support the review of the premises licence for the Banana's Bar on the 25/09/2013

At the time of the premises licence review I was unaware that this CCTV was available and therefore relied on evidence contained within the crime report relating to this incident. A copy of the crime report was submitted at the time of the review hearing.

Following the revocation of the premises licence there has been an ongoing appeal by the premises licence holders Mr Abilio Rodrigues and Mr Candido Rodrigues.

On the 14th February 2015 I received a copy of the witness statements from Abilio and Candido Rodrigues. Point 25 of this statement relates to the incident on the 13th April 2013. I note the appellants stated that they were not aware of this incident at the time and go on to challenge my submissions by stating that the premises were not open at the time stated.

I have viewed the CCTV from this incident and for ease of reference am using the time as displayed on the CCTV recording, please note that the recording is approximately 30 minutes behind throughout.

At 04:25:51 the victim arrives and parks his vehicle in the side road next to the venue, he is seen to exit the vehicle with two unknown females. He is then seen to urinate against a parked vehicle.

At 04:28:52 the victim and the two unknown females enter the venue and go out of sight.

At 05:05:05 the victim comes out of the venue via the entrance on the Walworth Road and goes to his car shortly followed by the suspects who approach the victim at the rear of his vehicle. At 05:05:11 you can see Mr Candido Rodrigues exit the venue and look down the road in the direction of the victim and the suspects before returning back inside. The suspects then begin to assault the victim punching him to the ground then kicking him several times. The victim is then seen to get up from the floor and run away.

At 05:06:02 the suspects are seen to run after the victim down the Walworth Road. At this point at 05:06:11 I believe Mr Candido Rodrigues can be seen to exit the venue look briefly in the direction of the suspects before returning inside again.

Signature: Signature witnessed by:

2006/07(1): MG 11(T)

RESTRICTED (when complete)

Continuation of Statement of **Ian Clements PC 362 MD**

Between 05:24and 05:31 the victim can be seen talking to two males outside the venue next to the victims car, I believe these two males to be Mr Candido Rodrigues and the manager of the venue Mr Garcia

This evidence would appear to contradict the evidence provided at point 25 of the witness statement of Mr Candido and Abilio Rodrigues.

This statement is submitted in support of the decision made by the licensing sub committee to revoke the premises licence for Banana’s Bar 374 Walworth Road SE17.

Signature: Signature witnessed by:

Witness contact details

Home address:
..... Postcode:

Home telephone number Work telephone number

Mobile/pager number Email address:

Preferred means of contact:

Male / ~~Female~~ (delete as applicable) Date and place of birth:

Former name: Ethnicity Code (16+1): Religion/belief:

Dates of witness non-availability

Witness care

- a) Is the witness willing and likely to attend court? **No.** If 'No', include reason(s) on **MG6.**
- b) What can be done to ensure attendance?
- c) Does the witness require a Special Measures Assessment as a vulnerable or intimidated witness?
No. If 'Yes' submit **MG2** with file.
- d) Does the witness have any specific care needs? **No.** If 'Yes' what are they? (Disability, healthcare, childcare, transport, , language difficulties, visually impaired, restricted mobility or other concerns?)

Witness Consent (for witness completion)

- a) The criminal justice process and Victim Personal Statement scheme (victims only) has been explained to me Yes No
- b) I have been given the Victim Personal Statement leaflet Yes No
- c) I have been given the leaflet 'Giving a witness statement to police — what happens next?' Yes No
- d) I consent to police having access to my medical record(s) in relation to this matter: (obtained in accordance with local practice) Yes No N/A
- e) I consent to my medical record in relation to this matter being disclosed to the defence: Yes No N/A
- f) I consent to the statement being disclosed for the purposes of civil proceedings e.g. child care proceedings, CICA Yes No
- g) The information recorded above will be disclosed to the Witness Service so they can offer help and support, unless you ask them not to. Tick this box to decline their services:

Signature of witness: Print name:

Signature of parent/guardian/appropriate adult: Print name:

Address and telephone number if different from above:

Statement taken by (print name): **193760 Ian Clements** Station: **Southwark**

Time and place statement taken:

IN THE CAMBERWELL GREEN MAGISTRATES' COURT

APPEAL UNDER S.181 & PARAGRAPH 2 OF SCHEDULE 5 OF THE LICENSING ACT 2003 AGAINST A DECISION BY THE LICENSING SUB-COMMITTEE OF SOUTHWARK COUNCIL ON 1st OCTOBER 2013 AND 25th SEPTEMBER 2014
relating to the premises known as Banana's Bar, 374 Woolworth Road, London SE17 2NF

BETWEEN:

CANDIDO RODRIGUES & ABILIO RODRIGUES
(t/a Banana's Bar, 374 Woolworth Road, London SE17 2NF)

Appellant

and

SOUTHWARK COUNCIL
(The Licensing Authority)

Respondent

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Court Administration Office
 Camberwell Green Magistrates Court
 15 D'Eynsford Road
 Camberwell Green
 London, SE5 7UP
SPECIAL DELIVERY

Our Ref: dd/lb/ROD1-1

Your Ref:

14th October 2014

gl-southgroupmcenq@hmcts.gsi.gov.uk

Dear Sirs,

Re: Appeal against the decision of Southwark Council to review and revoke a premises licence of Candido Pereira Rodrigues and Abilio Pereira Rodrigues in respect of the premises known as Banana's Bar, 374 Walworth Road, London, SE17 2NF

Will you please note that we act on behalf of (1) the Premise Licence Holder, (2) Mr Candido Pereira Rodrigues and (3) Mr Abilio Pereira Rodrigues who desire to appeal against the decision of Southwark Council licensing sub-committee made on the 25th September 2014 to revoke the premises licence in respect of the premises known as Banana's Bar, 374 Walworth Road, London, SE17 2NF.

And take further note that the grounds of such appeal are as follows:-

- a) the decision was made against the weight of evidence adduced at the hearing, and
- b) it is in the public interest that the Premises Licence is not revoked, and
- c) such further grounds as may be raised upon the hearing of the appeal

We have the pleasure in enclosing herewith one copy of the decision letter and our remittance in the sum of £410 made payable to HMCTS being the appeal fee. Would you please kindly treat this letter as by way of complaint for the issue of a summons in respect of this appeal.

Should you require any further information please do not hesitate to contact us. This matter is being dealt with by our Mr David Dadds.

Yours faithfully

Dadds
 DADDS LLP

Enclosures: Decision letter
 Application fee of £410

Dadds Solicitors

Crescent House, 51 High Street, Billericay, Essex CM12 9AX
 T: 01277 631811 F: 01277 631055 E: office@dadds.co.uk
 W: www.dadds.co.uk DX: 32202 BILLERICAY



IN THE CAMBERWELL GREEN MAGISTRATES' COURT

APPEAL UNDER S.181 & PARAGRAPH 2 OF SCHEDULE 5 OF THE LICENSING ACT 2003 AGAINST A DECISION BY THE LICENSING SUB-COMMITTEE OF SOUTHWARK COUNCIL ON 1st OCTOBER 2013 AND 25th SEPTEMBER 2014
relating to the premises known as Banana's Bar, 374 Woolworth Road, London SE17 2NF

BETWEEN:

CANDIDO RODRIGUES & ABILIO RODRIGUES
(t/a Banana's Bar, 374 Woolworth Road, London SE17 2NF)

Appellant

and

SOUTHWARK COUNCIL
(The Licensing Authority)

Respondent

WITNESS STATEMENT
CANDIDO RODRIGUES

I, Candido Pereira Rodrigues of 

 will say as follows:

1. I am over eighteen years of age.
2. I, along with my brother, Abilio Pereira Rodrigues, are the Premises Licence Holder of Banana's Bar, 374 Woolworth Road, London SE17 2NF ("the

premises”).

3. The Designated Premises Supervisor of the premises is Dinis Fereira Baptista who is a full time member of staff.
4. I have been in the licence retail business for the last 25 years; around 7 of those years at Banana's Bar.
5. I am also the Premises Licence Holder for a restaurant called Pazzia Restaurant and Piano Bar at London Road, Sunninghill, Berks SL5 0PN. I have had this restaurant for 14 years and whilst I have held this licence it has never been called for review. Pazzia is open until 01:00 Monday to Saturday and 23:00 hours on a Sunday
6. The Premises Licence for Banana's Bar authorises the premises to open Sunday to Thursday 09:00 to 01:30 and Friday and Saturday 09:00 until 03:00 hours the following day. The sale of alcohol is permitted Sunday to Thursday 09:00 until 01:00 hours and Friday and Saturday 09:00 until 02:30 hours the following day. Other licensable activities of performance of live music, playing of recorded music, performance of dance and entertainment of a similar description is permitted Sunday to Thursday 11:00 until midnight and Friday and Saturday from 11:00 until 02:30 hours the following day. Late night refreshments Monday to Thursday 23:00 to midnight and Friday and Saturday 23:00 to 02:30, Sunday 23:00 to 01:00.
7. On 1st August 2013 review proceedings were initiated by the Metropolitan Police on the basis of Prevention of Crime and Disorder and Public Safety. Following this, the licensing sub-committee determined to revoke the licence on 1st October 2013. Further on 27th August 2014 summary review proceedings were heard before the Southwark Council Licensing Sub-Committee who determined to suspend the Premises Licence. On 25th September 2014 the licensing sub-committee, after hearing the full review decided to revoke the

premises licence. Both of these decisions form the basis of this appeal.

8. Firstly, I would like to state that between 2011 and 2013 Banana's Bar has been visited by licensing authority on 52 occasions, 27 of which were in 2011, 9 in 2012 and 16 in 2013. The Licensing Authority state during this time, there have been many breaches of our licensing conditions but it is prudent to note that no review proceedings were initiated until 1st August 2013. I honestly and truly believe that the review proceedings were only initiated because at this point in time I became frustrated with the licensing authority for carrying out constant harassing visits and as a result, I stopped cooperating with them which led to my arrest in July 2013 under S179 Licensing Act 2003 for which I have been prosecuted and was found "not guilty".
9. Turning to the licensing visits in 2011-2013 the majority of these are allegations of the premises being open and operating beyond its permitted hours and breaches of conditions. I dispute that at any time, have the premises operated beyond their permitted hours. I have a large family of 7 brothers and 2 sisters and also have business partners, for security staff, 7-8 bar staff, 2 kitchen staff and 1 cloakroom staff. After trading on a busy Friday or Saturday night we sometimes have staff/family and their partners join us for a drink after we have finished working. This alone can amount to 30-40 people but we are not selling alcohol or playing loud music, this is personal recreation time after a busy night, where we simply unwind with a drink before going home. Members of the public do not remain on the premises after 03:00 hours all the people that remain are known to me.
10. In relation to visits on the 26th April 2013, the 5th May 2013, the 18th May 2013, 29th June 2013, 20th July 2013 and the 21st July 2013 I have been prosecuted for carrying on a licensable activity otherwise than under and in accordance with an authorisation issued under the Licensing Act 2003 contrary to section 136 of the Licensing Act 2003. With regards to allowing the sale and/or supply of alcohol I was found not guilty in relation to each of these dates and in relation

to regulated entertainment although I was found guilty for 2 dates namely the 18th May 2013 and the 29th June 2013 I was found not guilty in relation to the other dates. For these 2 convictions my brother and I were each fined £250 for each offence. With regard to these 2 dates I still maintain that the public were not permitted on the premises after 03:00 hours.

11. More specifically with regard to the 26th April 2013 I was prosecuted of failing to comply with conditions 100, 290, 289 and 845 on the Premises Licence 837380 but I was only found guilty in relation to one of these matters namely condition 289 but only to the extent that CCTV footage was not available for the full period of 31 days as contained in this condition. For this offence my brother and I received no separate penalty. The problem had arisen because we installed a further 3 cameras and did not realise that in doing so that this decreased the duration of the recording time. This problem was rectified within 2 days of us realising that there was a problem and all CCTV footage is kept for 31 days.
12. With regard to the allegations of no Designated Premises Supervisor being at the premises, I would like to state that the Designated Premises Supervisor is employed full time, 45 hours a week and always works a Friday and Saturday evening.
13. With regard to 2012, during the 10 visits recorded by the licensing officer, there was nothing to report in relation to the running of the Banana Bar. Matters of note that occurred on 24th February 2012 show compliance in relation to the DIP test for the bottle of Smirnoff Vodka and Gordon's Gin and a member of door staff confirming that nobody had been permitted to copy his badge or use his badge or registered details.
14. Regarding the visit that was made on New Years Eve 2013 the door staff are contracted via a SIA registered company called Unique Frontline Protection Limited. They are contracted on the basis that they provide their own

equipment, for example, search wands. I was not aware that they did not have them with them on this day and cannot explain how this happened. The ones that were retrieved from behind the bar were search wands that were left over from when I employed door staff directly before I was advised by the council to contract staff via a registered company.

15. From January 2014 I decided to cease using the premises as a venue for friends and family to meet after work and as such there have been no allegations of breach of licensing conditions since this time.
16. Turning to crime and disorder. There were 2 alleged crimes during 2014. The last one on the 24th August 2014 occurred whilst I was on holiday in Portugal. I had left the premises in what I thought to be the capable hands of my manager Mr Lourenco. Although during this time we did not usually open on Sunday nights he decided to open on this night as it was preceding the bank holiday Monday but he did this without my knowledge.
17. Mr Lourenco did telephone me whilst I was on holiday to inform me of what had happened and informed me that the altercation had happened within seconds. It is alleged that the premises did not call the police but a member of bar staff called the police using own mobile. This member of staff spoke to me when I returned from holiday and informed me that she had called the police. I believe that this point was accepted by the Council at the last review hearing as the telephone number was provided to check against the call records.
18. It is further alleged that the staff cleaned blood and glass prior to the police arrival however I have viewed the footage of this incident and can clearly see 4 police officers were present whilst the staff were cleaning and therefore they could have advised the staff to stop if they had wanted to preserve the scene and or evidence. I am not sure what the problem was in relation to downloading the CCTV as Mr Lourenco knew how to do this and the police were able to view it in any event.

19. Turning to the other incident on the 18th January 2014. I am not sure what started this incident but somebody was assaulted following an argument. I did not call the police as I heard one of our customers on the telephone to the police and requesting an ambulance and therefore did not think that I also needed to make a call. I cannot comment on what if anything the bouncers said. I would not have given any instruction for them not to call the police or say anything like this but clearly cannot say one way or another what a bouncer may or may not have said.
20. The perpetrator of this incident was ejected to prevent any further trouble and I understand that he was arrested by the police in the street where they found a screwdriver in his possession. I do not believe that the screwdriver was on him when he was in the premises as he would have been searched upon entering the premises and it is more likely that he picked this up when he had been ejected.
21. Turning to alleged crime in 2013. With regard to the alleged assault on the 7th September 2013. I was aware of these 2 men being ejected from the premises and they were arguing about retrieving their jumpers/jackets first. They did not have their cloakroom ticket and so I informed them that if they left their telephone number I would contact them at the end of the evening if there were any unclaimed items at the end of the evening. When they left the premises neither of the males had any injuries on them.
22. On the 1st September 2013 I was showing the licensing officer around, I apologised for the incident and asked whether she was okay and needed any assistance to which she replied that she was alright following which she left with the police.
23. I cannot give any explanation with regard to the incident on the 1st August 2013 as this was 05:30 -06:00 in the morning by which time the premises was closed and we had left the building.

24. The incident on the 16th June 2013 occurs at around 04:51 hours it is alleged that people re-enter the premises however at this time we were closed and this must therefore be a mistake.
25. The incident alleged to have taken place on the 13th April 2013 was reported in Croydon at 09:30am. This is an incident along Walworth Road and the only connection is that the suspect says he was in Banana's Bar beforehand. There is therefore nothing I can say in relation to this as the incident was not inside the premises and I was not aware of it occurring at the time. Further the witness statement of Ian Clements refers to the investigation showing the victim entering the premises at approximately 05:00 hours and leaving being chased at 05:40 hours. I dispute that we were open at this time and the CRIS does not support this version of events rather referring to the victim leaving the venue to go to the cashpoint and turns left along Walworth road and at some point is followed by the suspect.
26. On the 27th March 2013 it is alleged that after a fight outside and people went inside. I have no recollection of this incident and at 07:30 hours we would have been closed so am not sure how it can be alleged that people entered the premises.
27. With regard to the matter on the 17th February 2013 we refused entry to 4 males and as a result they attempted to assault the door staff. We called the police and as such did everything correctly so I am not sure why this should now be used against us.
28. With regard to the police visits in 2012, this is now some time ago however I can say generally that on 21st July 2012 there was an allegation of a theft of a mobile phone but this was down to somebody leaving their phone unattended. On 22nd July 2012 there was an allegation of a sexual assault where no further action was taken as the alleged victim did not give evidence or a statement to

the police and was known to have been aggrieved by a recent price increase and had been complaining. With regard to the alleged assaults, alleged underage sale, on 5th August 2012, the police CAD says "no offences" and this came about by way of us refusing entry to underage neighbours. On 22nd September 2012 we called the police to report 6 youths with no id trying to force their way in. Incidents of us calling the police to assist in these types of matters should not, as a result, be then used against us.

29. Going forward with Banana's Bar I am quite content to make a variation to the premises licence to reduce the hours on a Friday and Saturday night so that they are consistent with the rest of the week thereby closing at 01:30 Monday to Sunday. We have traded under these hours before without any issue and I believe that this evidence by the fact that our hours were increase on a Friday and Saturday night in June 2010. If there had been any concerns then I do not believe that we would have been permitted to increase our hours in this way.
30. I will also employ a new DPS and set up a fresh contract with a new door company so as to effectively open as a new business. As previously stated I have run Pazzia which is a restaurant for a number of years without any issue and believe that Banana's Bar can be managed in the same way going forward.

I believe that the facts stated in this witness statement are true


Candido Rodrigues, dated 12th February 2015

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General Information

Screening Decision: IN

Main

IU: MM PECKHAM
 Crime Type: C H/O Crime Type: 1
 Allegation (Prefix):
 Allegation:
 Committed on/from Date: SAT 13/04/2013 05:30
 Committed to Date: SAT 13/04/2013 06:00
 Reported Date: SAT 13/04/2013 09:30
 How Notified: NC Caller At Station
 Restricted? By: Date:
 Restriction Reason:

Flags

MD

Borough

Branch

CQ CAU Quality Check

Service

Area (Historical)

OIC

Is OIC Same As Reporting Officer ?
 Investigating Officer's Rank: TDC
 Surname: MCKENNEY Initials: N
 Warrant Number: 226807 Div/D Number: Usual Relief: B
 Duty: AB Borough CID
 Station/Branch: MD SOUTHWARK
 Allocated Date/Time: 26/06/2013 11:59
 Allocation Noted? Y Noted Date/Time: 26/06/2013 13:40

Previous OIC Details

Usual Relief	Duty	Station Branch	Allocated Date/Time	Noted Date/Time
DC 215343 4	GL STILL AC Bor.Sqd/Unit (other)	MD	26/06/2013 11:57	26/06/2013 11:57
PC 226807 B	N MCKENNEY AB Borough CID	MD	13/04/2013 15:07	13/04/2013 15:43
PC 234537 A	SMITH 837ZD AA Borough Uniform	ZD	13/04/2013 10:16	13/04/2013 10:16

OIC Supervisor: DS/190421 DJ WATSON

Press

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Details of Investigation

13/04/2013 10:59

PC 234537 837ZD A SMITH

PRIMARY INVESTIGATION DETAILS : 1 Immediate action
****REPORTED AT ZD FRONT OFFICE****

The working CAD for this call has been created as 3136/13APR13.

PC SMITH 837ZD

VIW1 has come into CROYDON FRONT OFFICE at 0930hrs. He was with VIW2 + 3 and VIW2 was used to translate. VIW1 was wearing a shirt, cardigan and jeans. The shirt was heavily blood stained and has since been seized and exhibited as AJS/01. He was holding tissue and cloth to his nose which was still very heavily bleeding.

VIW1 had been out at Bananas Club, WALWORTH ROAD. As part of the night he had been speaking to SUS1 who is known to him as a social acquaintance. During the night SUS1 had started to tease him but became verbally offensive and made a comment similar to, "I will fuck you up the arse." VIW1 was very offended by this. At around 0530hrs - 0600hrs VIW1 left the club to go to a cashpoint. He says that he came out of the club and has then turned left along WALWORTH ROAD. SUS1 followed and said to him, "where are you going?" VIW1 ignored him.

VIW1 has said that SUS1 is known for getting violent and argumentative once he has been drinking. SUS1 was with another male SUS2 however VIW1 is unsure of his involvement in the assault. SUS1 has then punched VIW1 in the face a couple of times and VIW1 has tried to run off. SUS1 has punched him again and knocked him to the ground where he has also kicked him. VIW1 is not sure if SUS2 has also punched and kicked him but knows that he was present there at the time. VIW1 also says that they have gone through his trouser pocket and taken out the cash he had in them which he believes to be over £100 but is not sure of the exact amount.

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13/04/2013 10:59

PC 234537 837ZD A SMITH

PRIMARY INVESTIGATION DETAILS : 1 Immediate action

VIW1 says that police have arrived at the time of the fight as they were just driving passed. He says both parties were seperated and then sent their own ways but no action was taken by police. CAD incidences have been searched between 04-0600hrs but nothing has been found for this incident.

VIW1 is staying at his girlfriends house in CROYDON so has headed back this way and went straight to MAYDAY HOSPITAL. He says that they treated him and have said that he has sustained a fractured left eye socket. He has then walked from MAYDAY to CROYDON POLICE STATION where i called an ambulance as his nose was still bleeding heavily. LAS M301 have arrived on scene and taken him back to hospital.

PC 842ZD has been taken to the hospital to act as a continuity officer but it has been requested MD officers will conduct this as it is their crime. The above CAD was created for the incident and requesting MD officers to attend the area to search for a crime scene, this was done but no crime scene found and due to heavy foot fall in that area any forensic opportunities at the scene have been lost.

No statement has been taken from VIW1 as he requires a portugease translator and at the time of reporting he required medical assisstance.

ZD 5 - DC McKENNA and ZD33 have been made aware of the incident and will liase with MD CID who will be conducting the investigation.

PRIMARY INVESTIGATION DETAILS : 2 Scene

PRIMARY INVESTIGATION DETAILS : 3 Forensics

AJS/01 - blue shirt covered in blood stains from VIW1. Seized and exhibited. This has been left in the safe at the front office of CROYDON POLICE STATION along with an exhibit statement, to be collected by OIC.

PRIMARY INVESTIGATION DETAILS : 4 Victims/Witnesses

No witnesses are available at this time for the assault itself.

VIW1 requires a portugease translator - VIW2 or 3 can be contacted on his behalf to get hold of him. PLease see VIW page for details of this.

PRIMARY INVESTIGATION DETAILS : 5 Suspects

Suspect descriptions:

SUS1 - is a known suspect. He is described as IC1 male, tall and muscular build. All details for him have been recorded on the suspect page and the address known for him is a business adress that he owns and works at.

SUS2 - is described as similar, IC1 male, tall and muscular but with a bald head.

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PRIMARY INVESTIGATION DETAILS : 6 Other evidence

It is unknown if CCTV is present in the area or inside the club itself.

PNC checks have been completed on SUS1 with the details given but no exact match has been found.

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13/04/2013 11:00

PC 234537 837ZD A SMITH

*****HOT RISK ASSESSMENT*****

*****If Yes to any of these questions detail required on Dets*****

VICTIM

Clear risk of further offending against victim. No

Substantial financial loss. (Proportionate to victim's circumstances). No

Disability/Mental health issue. (Relevant to offence &/or relevant risk/vulnerability identified). No

Public Servant on duty. No

Close relationship to offender. (Relevant to the offence). Yes - had been socializing with him during the evening

Evidence of victimization. NO

Substantial age difference to offender. (Relevant to the offence). No

OFFENCE

Complexity of investigation. MD CID to take over the running of the investigation.

Risk of high community impact. No

Evidence of corruption. No

Media interest. No

MPS Mandatory Crime. Yes - serious street violence

Crime scene & forensic opportunities identified. No

Sensitive material/ information involved. No
 Seek advice prior to entering detail on CRIS

Hazardous materials involved. No

OFFENDER

Likely to commit further offences. No

Mental health issues. (Relevant to offence &/or relevant risk/vulnerability identified).No

Repeat offender against same victim. No

Position of trust. No

Relevant offending history. No

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Part of organized crime gang/MPS gang matrix. No

Borough target/Prolific priority offender. No

13/04/2013 11:02

PC 234537 837ZD A SMITH

Update has just been received from the hospital. VIW1 was discharged earlier this morning as there is no more that the hospital can do for him. An appointment has been made for him to attend St Georges hospital next week where he can see a

13/04/2013 11:02

PC 234537 837ZD A SMITH

specialist.

13/04/2013 13:09

PC 226807 N MCKENNEY

I have collected the shirt from Croydon to be transferred to Walworth. I have also collected form 172 from Croydon that was completed by PC Griffiths 330ZD at hospital. The victim has now been released. His injuries are not life threatening or life changing. He probably has a fractured eye socket. He has an appt for a scan next week.

13/04/2013 15:08

DS 199228 G CHURCH

OIC Changed

13/04/2013 15:09

DS 199228 G CHURCH

Investigation Strategy:

First Review completed.

At time of reporting, the victim was not willing to tell officers how the assault originated, which raises questions as to the victim's credibility, which are enhanced by his arrest history: this will need to be addresses in the victim's statement.

- 1) obtain a full victim statement, including clothing description of suspect;
- 2) ensure F.172 in relation to medical records has been signed;
- 3) arrange for the victim's injuries to be photographed;
- 4) conduct arrest enquiries for the suspect - search for clothing worn at the time, being mindful of forensic opportunities, for example blood if the victim bled at the venue;
- 5) secure photographic evidence of any hand injuries o the suspect consistent with the allegation;
- 6) attend the venue and conduct enquires as to witnesses and CCTV;
- 7) conduct local CCTV enquiries;
- 8) conduct local enquiries for witnesses;

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9) complete a HAVE & RARA Risk Assessment with particular regard to the relationship between the suspect & victim.

At time of FR the victim has stated that the suspect does not know where he lives and he will have no contact with him - the initial assessment is STANDARD = No apparent significant indicators of risk of harm.

This will have to

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13/04/2013 15:09

DS 199228 G CHURCH

be reviewed by the OIC.

13/04/2013 16:17

PC 226807 N MCKENNEY

VIW's blood stained clothing booked into MS

One (1) pair of jeans - NIM/1 - seal number: Z10729290 66/946 & 105/1558

One (1) black cardigan top - NIM/2 - seal number: Z10729291 66/946 & 105/1559


One (1) Shirt - AJS/01 - seal number: G00031575Q 66/946 & 105/1559

13/04/2013 16:19

PC 226807 N MCKENNEY

Last entry error. The 3rd item of clothing has a 105 of 1557

14/04/2013 12:05

CIV 76315 

Screened In

14/04/2013 12:07

CIV 76315 

Service Flag CO added

14/04/2013 12:08

Data Protection Act - Dispose Of As Confidential Waste

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Details of Investigation

CIV 76315 [REDACTED]

Classification confirmed

14/04/2013 13:09

CIV 73346 [REDACTED]

Service Flag CO deleted

14/04/2013 15:59

SCENE EX 84506 [REDACTED]

FROM SOCO - If the victim has injuries suitable for photography please arrange for him to attend the photographic clinic

MM Monday 1400-1600 ext 27154

MD Thursday 1400-1600 ext 26683

Please contact SOCO office to advise of any arrangements made

14/04/2013 21:09

PC 226807 N MCKENNEY

I have arranged for viw1 to attend Southwark with an interpreter on Wed 18/04/2013 to provide a statement. I have also emailed SOCO to ask if he can attend their photographic clinic to take pictures of his injuries.

14/04/2013 21:30

PC 226807 N MCKENNEY

I have attempted to contact the venue, no reply. I will attend when I return to secure any potential CCTV

15/04/2013 15:31

CIV SUPV 613760 [REDACTED]

17/09/2015 12:51

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Branch Flag CQ added


18/04/2013 12:52

DS 199228 G CHURCH

Progress noted - awaits result of CCTV enquiries and completion of victim statement prior to arrest.

18/04/2013 15:33

SCENE EX 81048 

From SOCO: Victim attended MD and photographs taken by . If albums are required for court, please complete Form 4815D via intranet and email the form to CSE Repeat Order Requests SCD4. Allow 14 days for the arrival of albums.

Please do not order any albums unless there is a court date. The viewer copy CD will allow you to view any photographs taken for any other purposes.

19/04/2013 08:13

TDC 226807 N MCKENNEY

I have an appt at the borough CCTV office to check CCTV that is near the venue. It is unlikely this camera caught anything as it mostly points the wrong way. I am still attempting to contact the venue. I will hand deliver a letter asking them to contact me when they are back in.

19/04/2013 08:18

TDC 226807 N MCKENNEY

A statement was taken from VIW1 via an interpreter. The statement will be delivered by the interpreter next week.

19/04/2013 11:05

TDC 226807 N MCKENNEY

VIW/1 is now back at his home address. He stated the suspect doesn't know where he lives and it is very unlikely he would see him as he only ever saw him at the club (venue) or the suspects business. He has no further details on the suspect apart from his description (below).

He stated that suspect 2 also carried out the assault on him, he believes this male is the cousin of susp1 and has provided a description of him but has no further details that will assist in identifying him at this stage.

He said that on the evening of the assault he ran back into WALWORTH ROAD toward the junction with FIELDING ST being chased by susp1. When the suspect began to punch and kick him again he states a Police car pulled up and split them up. The police spoke to them both and asked the suspect to leave. They waited with the victim for a couple of minutes before sending in on his way. The victim states he was bleeding from the eye and nose at this point.

I have emailed the response team on that morning to try and trace the officers that spoke with him.

He said the suspect had contacted his friend (details unknown) and said it was all a joke and he was sorry.

Descriptions:

Susp1 - IC1, 30 years old, large/fat build, black

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19/04/2013 11:05

TDC 226807 N MCKENNEY

medium length hair, black trousers, black and white t-shirt
Susp2 - IC1, approx 30 years old, bald, dark jeans, red t-shirt, strong/muscular build

19/04/2013 11:23

TDC 226807 N MCKENNEY

Risk Assessment:

H - There is no history of violence between the suspects. The suspect is still no exact match on PNC.

A - The victim suffered a broken nose, fractured eye socket and dislocated knee.

V - The victim has stated the suspects do not know where he lives and he would only normally see him at the club (venue) or susp1 place of business which he will not be attending.

E - The victim has stated he had no intention what so ever in seeing the suspects and will actively stay away from them as to not cause any further problems

22/04/2013 16:15

TDC 226807 N MCKENNEY

I have faxed Croydon University Hospital requesting the medical records for the victim

22/04/2013 16:20

TDC 226807 N MCKENNEY

I have viewed the Local Auth CCTV. The CCTV shows the victim running from the venue at 0540 hours closely followed by two suspects. They run to the side of the venue out of view. The victim then runs back into view onto WALWORTH ROAD running north. Both of the suspects come back into view and one follows the victim up WALWORTH ROAD.

CCTV exhibited as MAO/1 Sealed with seal: Z07410396

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Details of Investigation

22/04/2013 21:42

TDC 226807 N MCKENNEY

I have attended the venue and viewed the CCTV. It shows the viw attending the venue around 30 mins before he is assaulted. It shows him talking with the suspects inside the venue and him being assaulted down the side of the venue before running off. It also shows susp2 reentering the venue and the victim returning before driving away.

The footage cannot be downloaded without VIIDO assistance. I have put in a download request form.

24/04/2013 13:51

TDC 226807 N MCKENNEY

Susp1 was arrested at his H/A at 1555 hours on 23/04/2013 by T/DC McKenney.

01MS/779/13 - Catford Custody

He was interviewed and stated that he never saw the victim in the venue that evening. The first time he saw him was as he exited the bar onto WALWORTH ROAD and the victim ran into him. He stated the victim was bleeding and started shouting abuse at him. The suspect then chased him NORTH up WALWORTH ROAD to scare him but never assaulted him. He said he got blood on his forearm and sleeve of his polo shirt from the victim bumping into him.

He was informed CCTV showed someone I believe to be him and wearing his clothing talking with the victim in the venue, chasing him outside, assaulting him (with the other suspect) and chasing him up WALWORTH ROAD. The suspect stated it wasn't him, his account was the truth and that he never assaulted the victim in anyway.

Susp1 was bailed to return to Walworth Police Station on 05/06/2013 at 1530hrs.

24/04/2013 13:51

TDC 226807 N MCKENNEY

ID papers were served on suspect1

24/04/2013 13:56

TDC 226807 N MCKENNEY

On arrest a S32 search was carried out. The following items were seized as evidence. The suspect confirmed he was wearing these items at the time of the assault in interview.

MS - 66/1064

NIM/3 - One (1) Pair of Black Trousers - Z11102057 - 105/1806

NIM/4 - One (1) Black and White Polo Top - Z11102060 - 105/1805


NIM/5 - One (1) Pair of Black Shoes - seal: F00041488 - 105/1804

24/04/2013 15:23

TDC 226807 N MCKENNEY

suspl had no visable injuries to his hands that would assist.

26/04/2013 18:26

CIV 80114 

PC Barnes and I attended the Banana Bar, Walworth road after 17:00 in order to download CCTV. Mr Rodrigues was not available as he was operating other businesses according to the manager. We

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26/04/2013 18:26

CIV 80114 [REDACTED]

were informed that a police officer had attended on Thursday and had downloaded the CCTV over a three hour period, the manager had signed a statement but could not recall the officers name.

We decided to attempt a download as we had been informed that the CCTV would be overwritten at the weekend. Unfortunately the footage had already been lost from the HDD and we could not download it.

Previously we had left messages for the owner to contact us and arrange an appointment but had no response. DC Harman spoke to the OIC on Wednesday asking if he could contact the owner as the OIC was on a late shift. There has been no contact from the OIC and no updates on the Dets of this Cris report regarding the retrieval of CCTV from this venue. VIIDO has had no contact from officer who attended the Banana Bar on Thursday and can not confirm if the footage that has been recovered is for this incident.

VIIDO Ref - S/52/13

29/04/2013 07:56

TDC 226807 N MCKENNEY

The cctv was collected by myself. I emailed DC Jo Harman on 24/04/2013 at 2106 hours to inform her I have collected the CCTV.

30/04/2013 10:49

TDC 226807 N MCKENNEY

The interpreter has sent through the translated victim statement from the victim.

I have also received the victims injury photos from SOCO.

30/04/2013 11:38

TDC 226807 N MCKENNEY

I have spoken with [REDACTED] at A&E records in Croydon Uni Hosp and she stated my request for medical records is with the doctor and she will chase it for me. Awaits response

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30/04/2013 12:22

TDC 226807 N MCKENNEY

I have traced the officers who stopped both the victim and susp1. They have stated they did stop both males and they both declined any assistance. VIW/1 spoke to the police via a friend and told them he did not want medical assistance and did not want to

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30/04/2013 12:22

TDC 226807 N MCKENNEY

report anything to the Police. Both officers are providing a statement regarding the stop.

30/04/2013 13:04

TDC 226807 N MCKENNEY

In interview susp1 stated that the work colleague he was with was a male in a white shirt. VIW1 however stated susp2 was the work colleague and he was wearing a red top. this matched the CCTV.

Enquiries will need to be made at the work place of susp1 to see if susp2 works there, if so he will need to be arrested. If this is not the case then images of susp2 will need to be circulated for ID.

30/04/2013 15:31

DS 199228 G CHURCH

OIC to conduct arrest enquiries at the suspect's business for the second suspect.

01/05/2013 08:29

TDC 226807 N MCKENNEY

CCTV master disk put into the 66 at MS. Working copy with the OIC

66/1155
105/1940

01/05/2013 08:30

TDC 226807 N MCKENNEY

Injury Master Photo Disk booked in at MS

66/1156
105/1941

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03/05/2013 19:59

TDC 226807 N MCKENNEY

As per the entry from VIIDO they attended to collect CCTV after I had attended. The footage I downloaded only copied the footage from outside. This showed the offence in full and has been transferred to disk (as above). The internal footage that was present when I originally attended the venue showed the victim talking on several occasions with susp1. unfortunately the footage has been wiped before the venue manager has stated it would so internal footage has been lost.

04/05/2013 14:11

TDC 226807 N MCKENNEY

I have now fully viewed the footage from the venue and have written a detailed viewing log for 5 cameras at the venue that show before the assault, the assault and after. The footage is behind by 30 minutes.

13/05/2013 14:33

TDC 226807 N MCKENNEY

I have just chased the medical records for the victim from Croydon Uni Hosp again. The person who deals with the records is away until tomorrow. I will try again then

16/05/2013 10:50

DS 199228 G CHURCH

Noted - awaits arrest enquiries re outstanding suspect.

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16/05/2013 12:41

DI 7576 AE KELLY

DI Supervision *****

Review completed. OIC to note please

17/05/2013 07:48

TDC 226807 N MCKENNEY

noted by OIC

23/05/2013 19:57

TDC 226807 N MCKENNEY

I have received the medical statements from the victims doctor. They state the victim had the following injuries when presenting himself at Croydon Uni A&E:

- Fracture to his left infraorbit
- Bruising over the bridge of the nose with suspected deviation of the nasal septum

24/05/2013 03:39

DS 199228 G CHURCH

Awaits arrest enquiries for the second suspect.

02/06/2013 08:35

PCSO 702502 7197GD K MANSON

VIW contacted PAO Manson to say that several calls were made from the stolen phone shortly after the theft. The phone number called was 213552104915, which may be an African country code. There were two calls made, one for 1 minute, and another for 6 minutes made at 12:11am and 12:13am on 26/05/13.

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04/06/2013 14:02

TDC 226807 N MCKENNEY

I have emailed the officer who inputted the above entry as it does not seem to make much sense and may be an error, awaits response

04/06/2013 18:45

DS 199228 G CHURCH

I have been made aware by the OIC that the victim wishes to make a withdrawal statement - an appointment needs to be made in order to facilitate this - however the OIC is to continue with efforts to identify and arrest the second suspect.

Awaits OIC update re the above & the suspect BTR.

04/06/2013 19:40

TDC 226807 N MCKENNEY

VIW1 is attending MS on 05/06/2013 at 1400 hours to give a withdrawal statement. He stated on the phone the whole thing had been a misunderstanding and that he now wished to withdraw the allegations.

I attended susp1 place of work; ? Clapham Road to see if the second suspect was present. I could not see him there. I am still unsure if he even works there. I have images from CCTV that I will arrange to get circulated to identify him.

Susp1 is attending to answer to bail on 05/06/2013 at

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04/06/2013 19:40

TDC 226807 N MCKENNEY

1530 hours.

05/06/2013 14:49

TDC 226807 N MCKENNEY

VIW1 has attended MS to withdrawal his allegation. He has provided a statement through an interpreter. He stated the suspects have apologised to him and he has accepted this. He stated he has not been threatened or made to withdrawal his allegations. He does not wish to have anymore involvement in this investigation.

05/06/2013 17:51

TDC 226807 N MCKENNEY

Susp1 attended MS to answer bail on 05/06/2013 at 1530 hours.

He was re-interviewed

ST: 1624 hrs

FI: 1706 hrs

He was shown the cctv of the assault from the venue. In the first interview Susp1 had stated he did not go to where the victim was assaulted and only chased him north up WALWORTH ROAD.

The cctv shows him laying hands on the suspect; it shows him appearing to push the victim to the ground and punching him. Susp1 stated he lied during the first interview because he did not wish to get the victim into trouble by stating he was present. He said this was because the victim was always getting himself into trouble like this. He said he was putting his hands on the suspect because he was trying to help him and give him a 'telling off' for getting into trouble. When challenged about this he insisted he did not assault the victim but wanted to give him a verbal telling off for getting himself in trouble. He did not seem to understand that this could seem strange as the victim was being assaulted at that time.

The suspect stated he did not know susp2 and had not seen him before or after the assault.

Susp1 was BTR to MS on 17/07/2013 at 1630 hrs.

05/06/2013 22:02

TDC 226807 N MCKENNEY

17/09/2015 12:51

Data Protection Act - Dispose Of As Confidential Waste
PC I CLEMENTS 362MD 193760
CR:3010653/13 CrType:C Notifiable/MPS/Other:N-1 Status:U Press:N Class:S/Rob pers GLU:MD
Details of Investigation

the entry on Page 11 by PCSO Manson has been confirmed as inputted in error.

Data Protection Act - Dispose Of As Confidential Waste
PC I CLEMENTS 362MD 193760
CR:3010653/13 CrType:C Notifiable/MPS/Other:N-1 Status:U Press:N Class:S/Rob pers GLU:MD
Details of Investigation

19/06/2013 12:47

DS 199228 G CHURCH

I have discussed this matter with the OIC and note the following points:

- 1) the victim has given a withdrawal statement and no longer wishes to pursue this matter;
- 2) the victim is currently on bail for Arson;
- 3) the CCTV, although showing suspect 1 present and taking hold of the victim, does not show suspect 1 landing any blows on the victim - indeed it shows the unidentified suspect 2 carrying out a sustained assault on the victim, and a potential explanation for suspect 1's actions could be that he was trying to pull the victim away from suspect 2 - an account which was in fact given by suspect 1 in interview.
- 4) suspect 2 remains unidentified.

Given the above points, I propose that suspect 1 be proceeded by way of NFA, and arrest enquiries for suspect 2 be reinvigorated: if further evidence is forthcoming against suspect 1 as a result of the arrest of suspect 2, suspect 1 can be further arrested on new evidence at a later date.

Actions:

- 1) approach DI for NFA decision;
- 2) revisit the suspect's restaurant and attempt to arrest suspect 2.

24/06/2013 08:36

TDC 226807 N MCKENNEY

I have spoken with DI Kelly and she would like susp1 to remain on this report and a MG3 submitted to ERO for consideration for CPS submission.

25/06/2013 08:17

TDC 226807 N MCKENNEY

I have handed the footage and cctv schedule to VIIDO (ref: 384). This is for circulation of the image of susp2 and the footage converted.

25/06/2013 12:01

DS 190421 DJ WATSON


Supervision Update

17/09/2015 12:51

Data Protection Act - Dispose Of As Confidential Waste
PC I CLEMENTS 362MD 193760
CR:3010653/13 CrType:C Notifiable/MPS/Other:N-1 Status:U Press:N Class:S/Rob pers GLU:MD
Details of Investigation

The previous supervisor has moved to a new unit and I have taken responsibility of the supervision of this officer. I have not had the opportunity to speak to him and I will endeavour to liaise with him regarding his workfile.

25/06/2013 14:52

CIV 80114 

A VIIDO story DVD has been completed, images of the suspect will be downloaded onto the FILM database and circulated on Caught on Camera.

VIIDO Ref - BI/384/13

25/06/2013 15:15

TDC 226807 N MCKENNEY

noted by OIC

26/06/2013 11:56

DC 215343 GL STILL

Image has now been supervised so that it can be circulated by the MetCU.

FILM Reference J/0374/47

26/06/2013 11:57

DC 215343 GL STILL

OIC Changed

26/06/2013 11:59

DC 215343 GL STILL

OIC Changed

Data Protection Act - Dispose Of As Confidential Waste
PC I CLEMENTS 362MD 193760
CR:3010653/13 CrType:C Notifiable/MPS/Other:N-1 Status:U Press:N Class:S/Rob pers GLU:MD
Details of Investigation

16/07/2013 12:04

DS 190421 DJ WATSON

Supervision Update

OIC has liaised with the CPS and they have reviewed the evidence against SUSP1 and they have authorised the suspect to be NFA which he has duly done and

16/07/2013 12:04

DS 190421 DJ WATSON

victim has been updated. OIC has one other lead to trace the second suspect which is re-visit the suspect's restaurant as OIC has a image of the suspect albeit we have no actual details of the suspect. There is no forensic evidence and the victim has now withdrawn his statement as it was all a misunderstanding and does not wish to pursue this allegation in the criminal courts.

08/08/2013 20:24

DS 190421 DJ WATSON

Supervision Update

I note OIC has not updated this report since me speaking to him several weeks ago and he is now currently sick. There are no urgent actions to be completed and I will review this report if the OIC remains sick for a longer period than two weeks.

23/08/2013 02:17

DS 190421 DJ WATSON

Supervision Update

Victim now does not wish to pursue this allegation and OIC has liaised with CPS and they have authorised the suspect to be NFA, report closed.

Pazzia Restaurant & Bar 374 Walworth Road London SE17 2NF.

01/09/2015

I write this representation with regards to the reviews of the premises licence for Pazzia Restaurant & Bar 374 Walworth Road London SE17 2NF, previously known as Banana's Bar that has been remitted back to the Council's Licensing sub-committee by consent order from the Magistrate's Courts. I refer back to the hearing papers for the reviews of the premises licence and notices of decision.

The Licensing Authority is asked by the premises licence holders Candido Pereira Rodrigues and Abilio Pereira Rodrigues to consider the review applications again and in doing so to take into account the new proposed operating schedule for the premises submitted by the premises licence holders.

I understand that the new proposal to predominantly serve food and alcohol with food would change the of use of the premises with regards to their planning consent from a bar/pub to a restaurant and I am informed that the freeholders, Enterprise Inns, would also need to give their consent for an application for a change of use. To modify the licence with the proposed conditions would mean at the premises would become in breach of the leasehold agreement.

With regard to the recent operation of the premises since the decision of the Council to revoke the premises licence is appealed by the premises licence holder the interim steps to suspend the premises licence have remained in place since 27 August 2014. Therefore the premises has not been able to sell alcohol or to provide licensable entertainment or late night refreshment since that date.

The concern of the licensing authority with regard to the proposal is not the proposal itself; there are some minor concerns such as a more defined bar area for the drinkers, but the ability of the premises licence holders to abide by the terms and conditions on the licence and the feasibility of being able to run the as a restaurant at this premises without the consent of the freeholders.

Previous attempts have been made by the licence holders to sublet the premises to operators who wish to run the premises as a more restaurant style of operation. On 28 May 2014 a new premises application was submitted by Sergio Artur Da Silva Soares for the grant of a new premises licence in respect of the premises called Pazzia Bar & Restaurant, 374 Walworth Road, London SE17 2NF.

Initially the applicant was unable to provide documented proof that they had a legal right to use the premises licence, or show that they could have an intention to carry use the premises licence, at that premises. The hearing was adjourned while the applicant sought that proof.

A licence agreement from the current premises licence holders, Candido Pereira Rodrigues and Abilio Pereira Rodrigues and Sergio Artur Da Silva Soares was produced (DPF1), however this agreement was contradicted by the leaseholder agreement between Enterprise Inns and Candido Pereira Rodrigues and Abilio Pereira Rodrigues (DPF 2 – Lease documents 1&2) which does not allow for the subletting of the premises and seemed to be used as a tool to undermine the licence review process when in reality the current premises licence holders would still be the controlling power in the running of the business.

I have also received information from the Business Rate section of Southwark Council that Candido and Abilio Rodrigues have not paid any business rates since 2012, the outstanding balance amounts to £56,000 and was informed that Mr Rodrigues has stated that he has sub let the premises to a company Currais Reigoso Ltd claiming that they were responsible for the debt and another licence agreement was produced for the Business Rates section between Candido and Abilio Rodrigues and Currais Reigoso Ltd (DPF3). This agreement overlaps the licence agreement for Sergio Artur Da Silva Soares by about 2 years and again is not allowed under the terms and conditions of the lease agreement with Enterprise Inns. This seems to be another example of Candido and Abilio Rodrigues attempting to misinterpreted the ownership of the premises to another Southwark Department.

Candido Pereira Rodrigues and Abilio Pereira Rodrigues were prosecuted under Section 136(1)(a) Licensing Act 2003 and on 31 October 2014 were found guilty of 3 offences in 2013 and were each ordered to pay a total of £1,025, £500 for costs, £500 in fines and a further £25 victim surcharge.

These offences related to the provision of licensable activities outside the permitted hours.

I am also informed that on the 19 May 2015 the Council prosecuted Candido Pereira Rodrigues and Abilio Pereira Rodrigues under the Housing Act 2006 for 2 offences in 2014 for breaches of the Management of Houses of Multiple Occupation Regulations, both defendants changed their plea to guilty during the trial and were each fined £2,800 with £280 costs. Mr Rodrigues had previously applied for a HMO licence from the Council, however the application was refused as Mr Rodrigues was deemed not to be a fit and proper person to hold a licence following an incident where Mr C Rodrigues made threats of violence towards Council Private Sector Housing Officers.

Since the Licensing Sub-Committee Hearing of 01 October 2013 where it was originally decided to revoke the premises licence there has been no real attempt by the premises licence holders to engage in any meaning full way with responsible authorities. All correspondence from the premises licence holders has been as a result of appeals and enforcement activities sent in at the last possible minute by the solicitors representing the premises licence holder.

I am of the opinion that the premises cannot operate in the way proposed because of restrictions currently in place under the lease agreement that prevent the premises from operating as anything other than a public house and that the freeholders of the premises will not allow the proposed change to occur as they are a pub company and have no intention to have restaurants within their portfolio. This proposal has been put forward without the premises licence holders seeking any prior consent from the freeholders as to the change of use and as such could not have any intention of running the premises as a restaurant.

I submit a witness statement from Alison Hancock on behalf of Enterprise Inns PLC that supports this representation as DPF 4 and exhibits in accompanying this statement as DPF 5.

Also that should these hurdles be overcome I have no confidence that the premises licence holders would be able or willing to run the premises in accordance with the terms and conditions of any premises licence granted or in accordance with other consents required. I believe that the current premises licence holders will remain the controlling factor in the running of the premises, that they are not fit persons to be able to run a licensed premises in Southwark and that licensing objectives

for the prevention of crime and disorder and prevention of public safety would be undermined if this premises licence would be granted.

I therefore ask that this licence remains revoked.

I reserve the right to produce additional evidence to support this representation and to call witnesses to give evidence in support of this application at the hearing.

David Franklin
Responsible Authority

DPF1 - Licence agreement between [REDACTED]
[REDACTED]

LICENSE AGREEMENT

AGREEMENT

THIS AGREEMENT IS MADE AS A DEED ON THE Twenty Four DAY OF April 2014.

PARTIES:**LICENSOR:**

[REDACTED]

LICENSEE:

[REDACTED]

INFORMATION:

Property: 374 Walworth Road, Walworth, London SE17 2NF
Nature of Business: Bar and Beverages
Commencement of Business: 1 June 2014

LICENSE TERMS:

1. A license is granted to the Licensee for a period of five years from 1 June 2014 to 31 May 2019.
2. The Licensee will pay Mr [REDACTED] an annual License Fee of Pounds Sterling [REDACTED] per annum.
3. This amount will be paid by cash every quarter.

4. The Licensee will apply any profit made from takings, to the continuance and improvement of the restaurant.
5. The Licensee will run all its activities from 374 Walworth Road London SE17 2NF.
6. The Licensee will use all the plant, machinery and furniture provided by Mr [REDACTED] A list of inventory will be provided, and agreed. The Licensee will not damage or injure the Property and will preserve the equipment, fixtures and fittings from being destroyed or damaged and will not remove any furniture from the property.
7. The Licensee will leave the equipment furniture and fittings at the end of the license in the rooms or places in which they were at the beginning of the license.
8. The Licensee will not assign, sub-let or otherwise any part of the property.
9. The amount of License Fee is renewable every two years.
10. The Licensee will transfer all its trading activities to Mr [REDACTED] from 1 January 2010.
11. From 1 January 2010, The Licensee will be responsible for paying all the costs of running the restaurant, i.e.,
 - Rent & Rates, property and water
 - Telephone
 - Staff and Director's wages

- Light & Heat
 - Restaurant Repairs
 - Restaurant contents and other insurances
 - All other premises and operational expenses
12. The Licensee may hire Mr Candido Rodrigues to market for its customers The Licensee will pay a fee for this service. The Licensee may advertise directly, however, they may use the expertise of the Licensee in this field.
13. The Licensee will not change its proprietorship, directors or shareholding, without notification and agreement of Mr [REDACTED]
14. The Licensee will not use the premises for any other activities apart from those within the restaurant.
15. If the license fee or any instalment or part thereof shall be in arrears for at least thirty days after the same shall have become due, (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Licensee, Mr [REDACTED] may terminate the license.
16. The Licensee would only terminate this contract giving 60 days clear notice before the expiry of the contract.
17. In case of death of any of the existing directors in each company, the license will terminate. A new license will have to be agreed with the new directors.
18. **Restraint in Trade:** The Licensee agree that on termination of the license, they will not do the following for a period of one year within 374 Walworth Road, Walworth, London SE17 2NF:

- (a) Provide any service to anyone who was a Customer of Mr [REDACTED] during the period of this license or who was introduced by Mr [REDACTED] the Licensee or its director during the said period.
- (b) Directly or indirectly solicit or entice away (or attempt to solicit or entice away) any person who was a customer of the restaurant during the period of this License or who was introduced by M [REDACTED] The Licensee or its director during the said period.
19. The director(s) are responsible for ensuring that the company maintains proper accounting records and for preparing financial statements which give a true and fair view and which have been prepared in accordance with the Companies Act 1985.

THIS AGREEMENT is intended to create a legally binding contract between the above three parties.

EXECUTED AND DELIVERED as a Deed the day and year first before written.

SIGNED AND DELIVERED as a Deed by
On behalf of
Mr [REDACTED]

]

[REDACTED]

In the presence of:

Witness... [REDACTED]

Address... 294 Merton Road, London, SW18 5JW

Occupation... Account Assistant

SIGNED AND DELIVERED as a Deed
On behalf of
Mr Sergio Soares

[REDACTED]

In the presence of:

Witness [REDACTED]

Address... 294 Merton Road, London, SW18 5JW

Occupation... Account Assistant

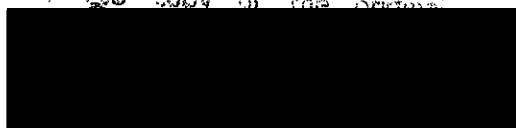
document 1

COUNTERPART/

TWENTY YEAR LEASE

Re : The Rock Public House, 374 Walworth
Road, London SE17

We hereby certify this to be
a true copy of the original

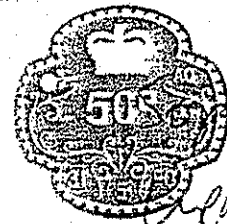


PAYNE, HICKS BEACH & Co
10 NEW SQUARE
LINCOLN'S INN
LONDON WC2A 3QG

Telephone

Payne Hicks Beach,
10 New Square,
Lincoln's Inn,
London WC2A 3QG.

NTAHLEASE.
INN.2-270

TWENTY YEAR LEASEPARTICULARS

Granted by :
("the Company")

TRUMAN LIMITED whose registered
office is at The Brewery 91 Brick
Lane London E1 6QN

to :
("the Lessee")

[REDACTED] whose address
is at

of :
("the Premises")

The Rock Public House 374 Walworth
Road London SE17 as shown for
identification purposes only edged
red on the attached plan

Term :

Twenty years commencing on the 24th
day of April 1990

The Required Beer Barrelage :

Compensation for Shortfall :

Nominees :

The Rent :

The First Rent Review Date :

The day falling on the Fifth
anniversary of the first day of the
Term

First Redecoration Year :

Second year of the Term

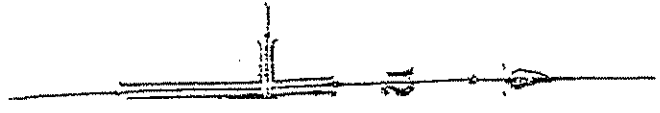
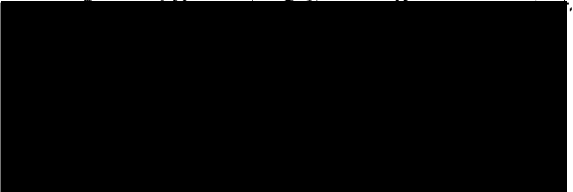
Non-assignment Period :

The first two years of the Term

KA
31/5

Binding Margin

EMPERESS



THIS LEASE is made the 24th day
 _____ of May One

thousand nine hundred and ninety BETWEEN the Company the
 Lessee and the Guarantor(s) (if any) specified in the Particulars

WITNESSES :

1. FOR the purposes of this Lease the following words shall unless
 the context otherwise requires have the meanings set opposite them :

"this Lease"	includes the Particulars and the Schedules
"the Company"	means the Company specified in the Particulars including its successors and assigns
"the Company's Surveyor"	shall mean the surveyor (who may be an employee of the Company or any associated company) appointed by the Company from time to time
"the Lessee"	means the Lessee specified in the Particulars including his or her personal representatives and all persons deriving title under the Lessee

"the Guarantor(s)"

means the Guarantor or Guarantors if any specified in the Particulars including their respective personal representatives

"the Premises"

means ALL THAT the premises specified in the Particulars including any alterations or additions thereto and the landlord's fixtures and fittings therein and all appurtenances outbuildings forecourts car parks and yards enjoyed therewith and all boundary walls and fences thereof and includes all and any part or parts thereof

"the Additional Rent"

means a sum additional to the Rent which is equal to (a) the gross insurance premiums which the Company shall from time to time expend in effecting or maintaining insurances of the Premises in accordance with Clause 5(2) hereof and (b) any excess payable under such insurance in the event of damage or destruction of the Premises by any of the risks against which the

Company shall have insured

"the Planning Acts"

means the Town and Country Planning Act 1971 as amended and the Town and Country Planning (Amendment) Act 1977

"Trade Licences"

means any certificate order licence or permit required under any legislation relating to the trade carried on in the Premises including the sale of alcoholic liquor public entertainment music or dancing or the use of amusement machines whether or not such certificate order licence or permit is in force at the date of this Lease

"the Term"

means the term stated in the Particulars but includes any continuation thereof or any holding over

"the Quarter Days"

means the First day of September December March and June in each year or if in any year any such date falls on a day which is not a normal working day means the working day

next before such date

2. INTERPRETATION

Where the context admits this Lease shall be interpreted as follows :

- (i) Words importing the masculine gender include the feminine and neuter genders and words importing the singular include the plural and vice versa
- (ii) Where there are two or more persons included in the expression "the Lessee" covenants and obligations expressed or implied to be made by the Lessee shall be deemed to be made by such persons jointly and severally
- (iii) Any covenant by the Lessee not to do an act or thing shall be deemed to include an obligation not to permit such act or thing to be done by any of his servants agents or contractors and to use his best endeavours to prevent such act or thing being done by any other third party
- (iv) Reference to an Act of Parliament Regulation or EEC Regulation shall include any Act or Regulation law or code amending or replacing it or them and any statutory instrument order plan regulation permission rule and direction made or continued under that Act or Regulation law or code
- (v) References to "the end of the Term" include the expiration or

sooner surrender or termination of the Term (howsoever determined) and to "the last year of the Term" include the last year of the Term if the same shall be surrendered or determined otherwise than by effluxion of time

(vi) References to "consent of the Company" or words to similar effect mean a prior consent in writing signed by a duly authorised person on behalf of the Company or given under the Common Seal of the Company and to "approved" and "authorised" or words to similar effect mean (as the case may be) approved by or authorised in writing by or on behalf of the Company

(vii) The headings and marginal notes do not form part of this Lease and shall not be taken into account in its construction or interpretation

(viii) References to "Rent" "Additional Rent" and to any other sum due from the Lessee under this Lease are to such sums exclusive of Value Added Tax which may be charged by the Company as an addition thereto

3. DEMISE

In consideration of the Rent the Additional Rent and covenants on the part of the Lessee the Company DEMISES to the Lessee the Premises TOGETHER WITH the rights described in the Fifth Schedule hereto but EXCEPTING AND RESERVING to the Company and all others now and during the Term entitled thereto the rights set out in the Sixth Schedule hereto TO HOLD the Premises unto the Lessee for the Term determinable

as hereinafter provided and otherwise SUBJECT to the terms of this Lease AND SUBJECT to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises including those (if any) referred to in the Fourth Schedule the Lessee YIELDING AND PAYING THEREFOR a proportionate part of the Rent in respect of the period from the date of this Lease to the next Quarter Day to be paid on the date of this Lease and thereafter paying the Rent payable by equal quarterly payments on each of the Quarter Days in advance and FURTHER paying the Additional Rent on demand BUT SO THAT the Rent shall be subject to review in accordance with the Third Schedule hereto TOGETHER WITH in every such case all proper Value Added Tax which is now or may be lawfully charged by the Company in addition thereto

4. LESSEE'S COVENANTS

The LESSEE covenants with the COMPANY at all times to observe and perform the following covenants :

- (1) To pay the Rent and Additional Rent on the due date without deduction by variable direct debit or such other means as the Company may from time to time specify to the account which the Company shall specify
- (2) (1) To pay discharge and indemnify the Company against all existing and future rates taxes duties charges and outgoings of whatsoever description in respect of the Premises (including payment for all services to the Premises and in particular but not by way of limitation any liability that may arise under the

Defective Premises Act 1972 the Fire Precautions Act 1971 or the Offices Shops and Railway Premises Act 1963) whether imposed upon the owner or occupier of the Premises or any other person but excluding such (if any) as may relate solely to any dealing in any reversionary interest in the Premises

(ii) To pay to the Company on demand a fair proportion (to be conclusively determined by the Company's Surveyor) attributable to the Premises of any existing and future rates taxes duties charges and outgoings whatsoever (including those items referred to in sub-clause (i) above) payable assessed or charged as a whole upon any building or property of which the Premises form part such proportion to be conclusively determined by the Company's Surveyor whose decision shall be final

(3) To pay a fair proportion (to be conclusively determined by the Company's Surveyor) of the expense of maintaining and repairing or replacing anything used in common with other premises and where the Premises in whole or in part form part of another building owned or occupied by the Company to pay a fair proportion of :

(i) the fees of the accountant surveyor and other fees properly incurred by the Company in connection with the general management of any land or building of which the Premises form part together with the managing agents' fees

(ii) the amount which the Company shall be called upon to pay as a contribution towards the expense of making repairing

maintaining rebuilding and cleansing all ways roads pavements
sewers drains pipes watercourses party walls party structures
party fences walls or other conveniences which may belong to
or be used for such building in common with other premises
near or adjoining the Premises

(iii) the cost of taking all steps deemed desirable or expedient by
the Company for complying with making representations against
or otherwise contesting the incidence of the provisions of
any legislation or orders or statutory requirements
thereunder concerning town planning public health highways
streets drainage or other matter relating or alleged to
relate to such building

(iv) the cost to the Company of complying with any statutory
requirements in respect of any building or premises of which
the Premises form part made wholly or partly for the benefit
of the Lessee

(4) To pay interest at four per cent above Base Rate for the time
being and from time to time of National Westminster Bank plc or
such other leading UK bank as the Company may specify (as well
after as before any judgement) on any payment overdue until
payment provided that as often as National Westminster Bank plc or
any other UK bank specified by the Company shall cease to publish
or operate Base Rate interest shall be payable at such rate as in
the Company's reasonable opinion shall be equivalent to the rate
of interest otherwise payable under this sub-clause

- (5) To insure and keep insured at his own cost with a reputable insurance company and on terms approved by the Company in the joint names of the Company and the Lessee and for their respective rights and interests against third party property owners and public and product liability risks (including loss of or damage to customers' cars or other vehicles) in the sum of [REDACTED] at least or such greater sum as the Company may reasonably specify in respect of any one incident and all fixed glass on and in the Premises for its full reinstatement value and in the Lessee's name and at all times for their full replacement cost all items comprising the Lessee's plant machinery furniture fixtures and fittings stock and trade inventory from time to time and to produce to the Company the policy or policies for such insurances and the receipt for the last premium due immediately when requested and immediately to notify the Company of any change in the identity of the insurer or to the terms of such insurances whether such changes are introduced at the time of renewal or otherwise
- (6) If the Premises are held by the Company as tenant or lessee to pay to the Company on demand the gross premiums for any insurance relating to the Premises which the Company is by the terms of the tenancy or lease to it required to effect or pay for (but so that the Company shall not be obliged to pass to the Lessee the benefit of any discounts or reductions in the premium it is able to negotiate) and to pay to the Company the amount of any excess payable under such insurance in the event of any damage or destruction by the insured risks

- (7) To indemnify the Company against all loss damage breakage or liability for which the Lessee is required to insure as above except in the case of public and products liability claims where the same arises solely from the Company's negligence
- (8) (i) The Lessee will not do or bring or permit to be done or brought upon the Premises anything which may increase the likelihood of the Premises being damaged or destroyed by any of the risks for which the Company or any superior landlord shall have insured or which may make void or voidable any policy for such insurance and if any action or omission of the Lessee shall cause any larger or additional premium to be payable for any such risk shall reimburse the same to the Company on demand
- (ii) In the event of the Premises or any part thereof being damaged or destroyed by any of the risks against which the Company shall have insured at any time during the Term and the insurance money under any policy of insurance effected thereon being by reason of any act or default of the Lessee wholly or partially irrecoverable forthwith in every such case to rebuild and reinstate at his own expense the Premises or the part destroyed or damaged to the satisfaction of the Company with such changes of design or specification as the Company may reasonably require (but so that such changes of design or specification shall not materially alter the cost of rebuilding or reinstatement) the Lessee being allowed towards the expense of so doing upon such rebuilding and reinstatement being completed the amount (if any) actually received in respect of such destruction or damage under

any insurance as aforesaid excluding loss of rental insurance

- (9) If at any time the Lessee is entitled to the benefit of any insurance either on the Premises or in respect of decorations plate glass breakage or his plant machinery trade inventory or stock then to apply all monies received by virtue of such insurance in making good the loss damage or breakage in respect of which the same shall have been received and to make up any deficiency out of his own moneys
- (10) To put and at all times during the Term keep the Premises including all tenant's fixtures fittings and additions thereto and the machinery water and sanitary apparatus therein in good and substantial repair and decorative condition and where necessary renew replace or rebuild the Premises or any of the items mentioned above (damage by risks against which the Company or a superior landlord shall have insured in each case only excepted unless payment of any monies payable under a policy of insurance shall be refused in whole or in part by reason of any act neglect or default on the part of or suffered by the Lessee or any person for whose act or default the Lessee is responsible)
- (11) To prepare and paint with three coats at least of good paint and to treat all wood and ironwork and all other surfaces of the Premises usually or previously painted or treated (a) as to the exterior and to those parts of the interior to which the public are admitted or are related to the preparation and/or storage of goods for resale in the First Redecoration Year and thereafter in

every third year and in the last year of the Term and (b) as to the remainder of the interior in the First Redecoration Year and thereafter in every fifth year and in the last year of the Term and so that any painting and treating carried out during the last year of the Term shall be in colours previously approved by the Company AND to carry out all work required by this sub-clause with good quality materials of their various kinds and in accordance with the best standards of workmanship

(12) To keep the Premises together with all the Lessee's trade fixtures and fittings and the pipes rainwater gutters downpipes gulleys and drains and all basins lavatories urinals and sanitary apparatus and the kitchen the sinks draining boards glasses beer storage tanks and pipes and other utensils scrupulously clean and hygienic and in good order and condition using such methods as the Company may from time to time reasonably specify

(13) (i) To allow the Company and all persons duly authorised by it with or without workmen equipment or machinery at all times during normal opening hours or subject to reasonable notice being given or in the case of emergency or suspected breach of the Lessee's covenants or obligations at any other time during the day or night to enter and remain on the Premises with or without equipment or machinery for the exercise by the Company of any rights granted to or excepted and reserved to it under this Lease

(ii) Within one month after the service of a schedule of dilapidations or notice of disrepair or breach of any of the

covenants contained in sub-clauses (10) - (12) above upon the Lessee the Lessee shall proceed diligently to comply with the same.

(iii) If the Lessee shall not within one month after the service of any such schedule or notice (or immediately in case of need) have begun or be proceeding diligently to comply with the same the Company may (without prejudice to any other rights available to it under this Lease) enter the Premises and execute such works as may be necessary to comply with the schedule or notice and the costs thereof (including all professional fees and VAT) shall be a debt payable by the Lessee to the Company as rent in arrears and shall be debited to the rental account of the Lessee with the Company and shall be paid in full on the next settlement date for that account

(iv) Damage resulting from any non-compliance with the Lessee's obligations shall likewise be the responsibility of the Lessee and the provisions of this sub-clause shall apply to it

(14) (i) Notwithstanding and without prejudice to any other provision contained in this Lease to reimburse the Company on written demand all reasonable and proper fees charges costs and expenses (including counsels' solicitors' and surveyors' costs charges and fees and so that the Company may make a reasonable charge for the involvement of the Company's Surveyor and other employees of the Company or its associates) incurred or suffered by the Company and

arising out of or in connection with or incidental to :

- (a) any application or request or proposed application or request by the Lessee for the Company's consent and whether or not the same shall be granted or the matter proceeded with by the Lessee
 - (b) the carrying out of any valuation of the Premises or any building of which the Premises form part for insurance purposes carried out not more frequently than every three years and on the occasion of any assignment or the carrying out of any works to the Premises likely to affect its valuation
 - (c) any breach of any of the covenants on the part of the Lessee hereunder and any steps taken in contemplation of or in connection with the preparation and service of a notice under Section 146 or 147 of the Law of Property Act 1925 requiring the Lessee to remedy a breach of any of the covenants herein contained notwithstanding forfeiture for such breach shall be avoided otherwise than by relief granted by the Court
 - (d) any steps taken in contemplation or in connection with the preparation and service of a Schedule or notice of wants of repair and/or of dilapidations prior to or after the end of the Term (however determined)
- (ii) To pay on the grant hereof the Company's solicitors'

reasonable costs and disbursements in connection with the preparation and completion of the Lease and the counterpart of the Lease and stamp duty on such counterpart

(15) (i) Within seven days of receipt of any notice (including a notice in respect of environmental health or similar matters) or claim concerning the Premises to supply the Company with a certified copy thereof

(ii) At the cost of the Lessee to execute all such works and to provide and maintain all arrangements as are or may under or in pursuance of any Act or Acts of Parliament be directed or required by any local or public or other lawful authority to be executed at any time during the Term upon or in respect of the Premises (including but without limitation any requirements of the Water Authority and Fire Authority or successor or replacement authority) whether by the Company or the tenant thereof and to keep the Company fully and effectually indemnified in respect thereof

(16) At the end of the Term to give possession of the Premises to the Company together with all landlord's fixtures and fittings therein (even if the same may have been purchased by the Lessee at or before the commencement of this Lease) together also with any beer dispense equipment of the Company and the Nominees and anything else in the Premises belonging to the Company and the Nominees in a state consistent with the due observance and performance by the Lessee of the Lessee's covenants and obligations contained in this

Lease and to take all such steps as may be necessary or desirable to ensure that neither the Company nor any person who shall subsequently occupy or operate a business on or from the Premises shall by operation of law become or be deemed to become the employer of any person employed at the Premises by the Lessee or any other person at or prior to the date on which the Lessee shall give possession to the Company unless the Company or such other person shall expressly consent thereto and to indemnify the Company and any such person against any actions claims demands liabilities and costs arising from such employment or deemed employment (including all costs arising out of the deemed or actual dismissal of such persons from employment) unless the Company or such person shall elect to continue such employment and to leave on the Premises all such items as the Company may have purchased under the option contained in Clause 6(14)(i) hereof

(17) To use the Premises only as a licensed public house with ancillary catering and not to apply for planning permission for any change of use

(18) (i) Not to do or permit upon the Premises anything which may be or become a riotous assembly a nuisance or annoyance or danger or in any other way offensive in the reasonable opinion of the Company and to ensure that the Premises are in every respect managed and operated in a lawful manner

(ii) Not at any time to overload the floors ceilings or structure of the Premises

(iii) Not to overload the electrical circuits of the Premises

(19) Not to mortgage or charge part only of the Premises and not to mortgage or charge the Premises as a whole except in the ordinary course of the Lessee's business while solvent to a bank authorised to carry on a deposit-taking business in the United Kingdom or other authorised lending institution

(20) (i) Not to assign underlet share or part with the possession or occupation of part only of the Premises and not to underlet share or part with possession or occupation of the whole thereof PROVIDED that where there is suitable residential accommodation the Lessee may permit its staff to live on the Premises in their capacity as employees of the Lessee and so as not to permit a tenancy or lease to arise and in such circumstances the provisions of sub-clause (17) above shall be deemed extended accordingly

(ii) Not at any time to form any company or partnership or other association which shall have an interest in or otherwise affect the Premises or the business carried on therein

(21) (i) Not to assign the whole of the Premises to any person firm or company which is either (i) a brewer or (ii) a person firm or company which is controlled by or controls or is under common control with any brewer (hereinafter each called "a Prohibited Assignee") and for these purposes a brewer is any person firm or company which brews beer for commercial sale and one company shall be deemed to control another inter alia if it directly or

indirectly (whether or not through one or more intermediate shareholdings or by any other means whatsoever) owns or controls twenty per cent or more of the issued share capital of the other carrying the right to vote on any class of resolution or has the ability to control the exercise of the voting rights attaching to such shares

(ii) Not to assign the whole of the Premises at any time during the Non-assignment Period

(iii) If at any time following the end of the Non-assignment Period there shall be a proposed assignee (who shall not be a Prohibited Assignee) who is ready willing and able to take an assignment of the Lease then the Lessee shall give notice to the Company giving the name and address of the proposed assignee together with references for the proposed assignee the Company's then current standard application form duly completed by the proposed assignee together with all information required therein shall promptly provide to the Company :

(a) such information regarding the business of the Lessee carried on at the Premises as the Company may reasonably require

(b) the opportunity for the Company its servants or agents to interview and take references for the proposed assignee and any guarantor

(iv) Provided the Lessee has complied with his obligations

under (iii) above the Lessee may within three months after obtaining the written consent of the Company (which shall not be unreasonably withheld) assign the whole of the Premises otherwise than by way of mortgage or charge to the proposed assignee previously so notified to the Company. Provided the assignee shall first have entered into a direct covenant with the Company to pay the Rent and the Additional Rent and to perform and observe the Lessee's covenants agreements and obligations contained in this Lease for the residue of the Term and if the Company so requires have provided a Guarantor or Guarantors acceptable to the Company who shall have entered into a direct covenant with the Company in the form set out in Clause 7 of this Lease ("Guarantor's Covenant") or such other form as the Company shall reasonably require

(v) If the permitted assignment has not been completed within three months of the date of the consent to assign such consent shall lapse and be of no effect whatsoever

(vi) This Clause 4(21) shall apply to mortgagees or chargees under mortgages or charges permitted by the terms of this Lease as it applies to Lessees but so that there shall be deemed deleted therefrom (a) the whole of (ii) above and (b) the words "at any time following the end of the Non-Assignment Period" in (iii) above

(22) Within twenty-eight days after any assignment transmission mortgage charge devolution or other dealing in or of the Premises

to give notice in duplicate thereof to the Company specifying full particulars of the date names and addresses of the persons concerned therein and to produce to the Company the instrument or instruments making or evidencing the same together with a copy thereof certified by the Lessee's solicitors and to pay the reasonable costs of the Company or its solicitors or agents for registering the same not being less than twenty-five pounds (£25)

(23) Not to permit any trespass or encroachment over any part of the Premises or the acquisition of any new rights or easements nor to permit any market trading thereon nor any stall barrow or caravan to stand thereon without the previous approval of the Company which the Company may in its absolute discretion withhold BUT to notify the Company in writing of any such matters and take all such steps as the Company may require to prevent the same

(24) To observe and perform all covenants and conditions affecting the Company's reversionary title set out in the Fourth Schedule hereto and all other covenants and conditions (if any) affecting the same

(25) Not to commit or permit waste in on or at the Premises

(26) (i) Not without the Company's prior written consent which (subject to (iii) below) shall not be unreasonably withheld to erect any new building on the Premises nor make any structural alterations or additions to the Premises nor cut or maim any of the main beams or timbers of the Premises

(ii) Not to demolish the Premises or any part thereof except as necessarily required to complete works of replacement rebuilding or reconstruction to which the Company shall have given its prior written consent

(iii) The Company shall be entitled (without prejudice to any other right of the Company) as a condition of granting any consent referred to in (i) or (ii) above to require the Lessee to :

(a) accept such consent under seal

(b) provide one or more bonds or guarantees for due performance of the works consented to

(c) arrange contractor's all risks and contractor's non-negligence insurance in the joint names at least of the main contractor and the Company and such other insurances as the Company may require until the works have been completed and the Company notified accordingly

(iv) In all cases where pursuant to this Lease alterations or additions to the Premises by the Lessee are permitted (whether with or without the Company's consent) :

(a) to carry out and complete such alterations or additions in a good and workmanlike manner and with good quality materials to the satisfaction of the Company and in accordance with the requirements of any public authority regulation byelaw and

statute or statutory instrument and any reasonable requirements of the Company's insurers

- (b) within one month of the completion of such alterations or additions to provide at its own cost to the Company two complete sets of detailed architects' or surveyors' drawings showing the Premises as so altered

- (c) at all times where necessary or desirable to obtain the consent of the Licensing Justices before carrying out any alterations or additions to the Premises

- (v) At all times during the Term to comply in all respects with the provisions and requirements of the Planning Acts and

- (vi) Without prejudice to sub-paragraph (i) of this sub-clause (26) or to sub-clause (17) above before commencing any development (as defined in the Planning Acts) for which planning permission is required to apply for and obtain such permission

- (vii) Not to commence any such development until a copy of the planning permission granted for the same shall have been provided to and approved by the Company

- (viii) To complete to the reasonable satisfaction of the Company prior to the end or sooner determination of the Term any works required to be carried out (whether before or after the end of the Term) as a condition of any planning permission implemented by the

Lessee

- (27) To install in the Premises any fire fighting or risk improvement equipment required by statute or by the Company's insurers and to keep such equipment properly inspected and in proper working order
- (28) To indemnify and keep indemnified the Company from and against any loss claim or demand arising from the breach of any covenant or obligation on the part of the Lessee herein contained
- (29) (i) To ensure that the Premises and all business carried on in the Premises is or are conducted or managed in a lawful and orderly manner so that the Trade Licences are not liable to be forfeited or the renewal or transfer thereof refused or imperilled or whereby the business or goodwill thereof may be prejudicially affected and that all amusement machines are obtained and operated in a lawful manner from those duly authorised by law to supply the same and to comply at all times with all applicable laws and regulations relating to the conduct of licensed premises and to obtain and maintain all necessary Trade Licences
- (ii) To observe and perform any existing undertakings given to or regulations made by the Licensing Justices or other licensing authority for the purposes of the Trade Licences or any conditions imposed thereon and not to give any further undertakings or accept or volunteer any conditions relating to the Premises or Trade Licences or apply for any different or additional licence without

the written consent of the Company

(iii) Not to do or permit anything to be done on the Premises or elsewhere that may result in the Lessee or his nominee being liable to conviction of any offence whether relating to the Premises or the business of a licensed victualler carried on therein or otherwise and which may in the opinion of the Company affect the Trade Licences or any of them

(30) To give immediate notice by registered or recorded delivery post to the Company of any complaint or warning from the Licensing Justices Police Customs & Excise or any Local or other Authority in respect of the Premises or the conduct of the business carried on therein or of any notice of intention to oppose the renewal of the Trade Licences or any of them or any notice received affecting the Premises or of any employee of the Lessee or other person having been arrested or charged in connection with or convicted of any offence committed on the Premises AND the Lessee shall at its own expense take such steps in connection therewith as the Company directs

(31) (i) To apply for and use every endeavour to obtain the grant or renewal of all Trade Licences necessary in respect of the Premises or necessary for the conduct of the business thereon from time to time

(ii) At the end of the Term to assign transfer and hand over all Trade Licences to the Company or such person or persons as the

Company shall direct it being agreed that any Justices' licences if not so transferred and handed over shall be deemed to be lost or unlawfully withheld for the purposes of Section 36 of the Licensing Act 1964

(iii) To attend before the Justices or Magistrates and to sign all notices and do all acts and things and give all such consents as may be requisite to renew transfer remove or surrender the Trade Licences or any of them as the Company may require or to enable a Protection Order pending such transfer to be obtained

(iv) To make and consent to any appeal that the Company may require in the event of the refusal of any Authority to grant renew or transfer the Trade Licences or any of them or against any order made in respect of the Premises

(v) To procure that the licence holder for the time being at all times observes and performs the several requirements of sub-clause (29) - (31) inclusive of this Clause 4 to the extent that the same are capable of applying to the licence holder

(32) In case the Lessee or other licence holder cannot be found or shall neglect or refuse to consent to and concur in the applications and appeals referred to in sub-clause (31) of this Clause the Lessee irrevocably appoints the Company (or any employee of the Company appointed by resolution of the Directors thereof in that behalf) his Attorney or Attorneys for and on behalf of and in the name of the Lessee to sign give make and do

all proper notices consents applications and acts (including any appearance by its agent before the Justices or other appropriate Authority) necessary or expedient (a) for obtaining such grant renewal transfer removal or surrender of the Trade Licences or any of them and (b) for obtaining the grant to a new occupier of the Premises of a Protection Order and (c) for appealing against any refusal by any Authority to renew or transfer the Trade Licences or any of them or against any order made in respect of the premises

(33) The Lessee shall :

(i) pay in addition to the Rent and the Additional Rent and other sums due under this Lease all proper Value Added Tax which is now or may be lawfully charged by the Company in addition thereto

(ii) in addition and without prejudice to the requirements of paragraph (i) above pay to the Company an amount equivalent to all proper Value Added Tax which is or may become payable by the Company in connection with all supplies whether of goods or services made to the Company in connection with this Lease and with the discharge of the Company's functions under it to the extent that the Company is unable to recover the same from H.M. Customs & Excise

(34) To comply at all times with the terms of the First Schedule and the Second Schedule hereto

5. COMPANY'S COVENANTS

The COMPANY covenants with the LESSEE at all times if and so long as the Lessee shall pay the Rent and Additional Rent and otherwise comply in full with all his obligations under this Lease as follows :

- (1) The Lessee shall hold and enjoy the Premises without interruption or disturbance by the Company or any person rightfully claiming under or in trust for the Company

- (2) (i) Insofar as such insurances are from time to time reasonably available and subject to such limitations as the insurers may require to insure and keep insured (or procure the insurance of) the Premises on conditions from time to time agreed by the Company with the insurers against loss or damage by fire lightning explosion and impact by aircraft and such other risks as the Company may from time to time determine in their full reinstatement value (as the Company may determine the same to be) with provision for demolition site clearance and professional fees and the liquor licence against loss for its full value (as the Company may consider it to be) but not for less than £250,000 together with three years' loss of Rent (so that the sum insured may take reasonable account of any likely increases in Rent) and the Company will in the event of the Premises being destroyed or being damaged by any of the risks against which the Company shall have insured (subject to the Company obtaining all necessary permissions permits consents and approvals) lay out the insurance moneys received other than those received in respect of loss of Rent and the liquor licence in reinstating or making good any such

destruction or damage to the Premises (but not necessarily to the same design and specification) UNLESS :

- (a) any policy of insurance in respect of such destruction or damage shall be rendered void or voidable or payment of any money thereunder refused in whole or in part by reason of the act or default of the Lessee or any person for whom the Lessee is responsible
- (b) the Company shall serve or shall have served any notice of forfeiture or termination for breach of any of the covenants herein contained or
- (c) it is for a period of three years from the event of destruction or damage impossible or impracticable to reinstate or make good such destruction or damage or the Premises so reinstated or made good could not lawfully be operated for the use or uses permitted by this Lease

and in such event the Company shall not be bound to make any compensation to the Lessee and shall be entitled to retain all insurance moneys received by it including but not by way of limitation moneys in respect of loss of liquor licence

(ii) Notwithstanding the above the Company shall be under no obligation to insure :

- (a) any work in progress which the Lessee is required under the

terms of this Lease or any consent or licence to insure

- (b) any work in progress for the alteration of or additions to the Premises of a non-structural nature

which shall remain at the entire risk of the Lessee until completion

- (3) To observe and perform (or procure the observance and performance of) the obligations on the part of the Company contained in the First Schedule to this Lease

6. PROVISOS AND MUTUAL AGREEMENTS

The COMPANY and the LESSEE agree as follows :

- (1) The invalidity (whether now or hereafter) of any provision of this Lease shall not affect the validity of the remaining provisions
- (2) The Company shall not be responsible to the Lessee or to anyone at the Premises for any damage to or loss of any property sustained in or at the Premises
- (3) In any proceedings or following the service of any notice neither the Lessee nor the Guarantor(s) shall be entitled to treat the continued supply of goods to the Lessee as being a waiver of or as evidencing an intention by the Company to waive any right of the Company

(4) The Company shall at all times have the right to appropriate or treat as appropriated all or any monies received from the Lessee or the Guarantor(s) (on whatsoever account the same may be expressed or intended to be paid) in or towards satisfaction of any sum owing by the Lessee to the Company on any account whatsoever as the Company thinks fit including any security deposit account and to set off against any monies due and owing to the Lessee from the Company on any account all monies due and owing by the Lessee to the Company on any account and whether due under this Lease or some other agreement

(5) Any notice to be given to the Lessee shall be in writing and shall be sufficiently given if posted to the Lessee properly addressed in a pre-paid envelope to its last known Registered Office in the United Kingdom or to the Premises or left at the Premises or in the case of an individual Lessee if posted to him in a pre-paid envelope properly addressed to or left at his last known address or the Premises and any notice to be given to the Company shall be sufficiently given if posted by Registered Post or Recorded Delivery in a pre-paid envelope properly addressed (in all cases other than notices given under the First Schedule) until further notice to the Company's managing agents Grand Metropolitan Estates Limited at its registered office and marked for the attention of the Company Secretary but otherwise to the Company at its Registered Office of the Company marked for the attention of the Company Secretary and any notice to the Guarantor(s) shall be sufficiently given if posted to him or either or all of them in a pre-paid envelope properly addressed to or if left at their last

known address and service of such notice as aforesaid on one or more of the Guarantors shall be deemed to be service on all the Guarantors and any notice if posted shall be deemed to have been given three days after the date of posting

- (6) If the Premises or any part thereof shall at any time be destroyed or so damaged by any of the risks against which the Company shall have insured under Clause 5(2) as to be unfit for occupation or use and the relevant policy or policies of insurance effected by the Company shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of any act or default on the part of or suffered by the Lessee then the Rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the Premises shall again be rendered fit for occupation and use or for three years from the date of the destruction or damage whichever is the less
- (7) If the Company and the Lessee do not agree on the fair proportion payable under sub-clause (6) above either party may at any time apply to the President for the time being of the Royal Institution of Chartered Surveyors who shall appoint a person to act as an expert in determining the dispute and whose decision (including his decision as to costs) shall be final and binding
- (8) The Company may at any time and from time to time without restriction by giving not less than three months' notice in writing to the Lessee release in whole or in part any purchasing

obligation of the Lessee and/or any obligation of the Lessee to stock and expose for sale certain products and/or reduce the Required Beer Barrelage (any notice under the foregoing provisions of this sub-clause being hereafter referred to as a "release notice") and may then or at any time thereafter by notice require the Lessee to stock and prominently expose for sale some or all of the range of beers of the Company and/or the Company's Nominees in draught or (if the Company so requires) in packaged form and the Lessee shall thenceforth comply therewith as a covenant under this Lease

- (9) If at any time or times without restriction during the Term the Company shall serve any release notice under sub-clause (8) above or for any reason the Company shall be unable to enforce any of the purchasing obligations or any obligation to stock and expose for sale any product or the Company or its Nominees shall be required by law to vary its or their pricing structure as regards lessees subject to an exclusive purchasing obligation or to vary any of the terms of this Lease THEN there shall be at the Company's option upon or following any such occurrence an additional review of the Rent in accordance with the provisions of the Third Schedule hereto but (for the avoidance of doubt) that those provisions of this Lease which have been released or varied or which shall have become unenforceable shall be disregarded for the purposes of that and any subsequent Rent review to the intent that any reduction in rental value attributable to any such provision shall be ignored Any such additional rent review shall be with effect from the date of the expiry of the release notice

or otherwise from the date of the Company's notice calling for the Rent to be reviewed which date shall be considered the commencement of the Review Period for the purposes of the Third Schedule hereto. Nothing in this provision shall affect the timing or implementation of any subsequent rent review under this Lease

(10) (i) If the Rent or any part of it remains unpaid after it has become due (whether formally demanded or not); or

(ii) If the Lessee fails to observe or perform any of the Lessee's covenants or obligations contained in this Lease or any condition attached to any consent or approval given under this Lease; or

(iii) If the Lessee or any person nominated by him to hold any Trade Licence does anything which in the opinion of the Company endangers the renewal of the Trade Licences or any of them or if the Lessee shall authorise or permit anyone to be so nominated to whom Company may have objected; or

(iv) If the Lessee compounds or makes a voluntary arrangement with his creditors or if any distress or execution is levied on his goods or if he shall enter into liquidation whether compulsory or voluntary (save where this is for the purpose of amalgamation or reconstruction only when solvent) or if a receiver administrative receiver or manager is appointed over any part of the Lessee's property or undertaking or application made to the Court for such an appointment to be made or for an administration order or if the Lessee becomes bankrupt or has a receiving order made against him;

or

- (v) If the Lessee by his conduct affords evidence from which the Company may reasonably infer an intention to abandon the premises permanently or to cease to trade thereon; or
- (vi) If the Lessee on his own account or by or through any employee shall be convicted of any offence specified in any of the Sections of the Licensing Act 1964 which are referred to in Section 10 of that Act or if any person who holds a Trade Licence is imprisoned; or
- (vii) If at any time hereafter the Lessee comes under the control of a Prohibited Assignee (as defined in Clause 4(21)(i) hereof) and for these purposes the Lessee shall be deemed to come under the control of a Prohibited Assignee inter alia if the Prohibited Assignee directly or indirectly (whether or not through one or more intermediate shareholdings or by any other means whatsoever) owns or controls 20% or more of the issued share capital of the Lessee carrying the right to vote on any class of resolution (hereinafter referred to as "Relevant Shares") or has the ability to control the exercise of the voting rights attaching to such shares; or
- (viii) If at any time hereafter there is a change in control in the Lessee without the Company's prior written consent and for these purposes a change in control of the Lessee shall be deemed to have occurred inter alia whenever more than 20% of any Relevant Shares

has changed hands from whichever is the later of the date hereof and the date on which the Company last gave consent to any change in control of the Lessee PROVIDED ALWAYS THAT :

- (a) a share shall be deemed to have changed hands when any change occurs in the identity of the person or company which directly or indirectly (whether through one or more intermediate shareholdings or by any other means whatsoever) owns or controls such share or has the ability to control the exercise of the voting rights attaching to such shares
- (b) no account shall be taken of any change occasioned solely by the bequest by will or intestacy on the death of a shareholder in the Lessee
- (c) the creation of a trust (whether expressly or by operation of Law) in respect of any share shall be deemed to be a change in hands of that share notwithstanding the fact that the legal owner of the share remains the same
- (d) the Company receiving a request for its consent to any such change in control of the Lessee shall not withhold such consent if (a) the party proposing directly or indirectly to acquire 20% or more of the Relevant Shares is not a Prohibited Assignee and (b) the Company reasonably believes that the change in control will not adversely affect the goodwill or trade in respect of the Premises or the ability of the Lessee to pay the Rent and other sums due under this

Lease or any other agreement or Lease with the Company or to observe and perform the covenants on his behalf herein contained

(e) this sub-clause shall have no application to any Lessee which is at the date of this Lease listed on a recognised Stock Exchange or quoted on the Unlisted Securities Market or the Third Market or to any shares subject to a Business Expansion Scheme made under the Finance Act 1986 (as amended) at the date of this Lease or to any company which is at the date of this Lease and remains wholly owned by such a Company

(ix) If the Justices' on-licence relating to the Premises is lost or on the refusal of the Licensing Justices to renew the same so that the Premises cease to enjoy any licence permitting the Premises to be used for the sale of beer PROVIDED THAT if the Lessee or his nominee gives notice of appeal and the Justices' on-licence continues under the provisions of Section 21 of the Licensing Act 1964 then the Company may not exercise its rights under this Clause unless the appeal is disallowed or withdrawn;
or

(x) If the Premises shall otherwise cease to be licensed premises; or

THEN AND IN ANY OF SUCH EVENTS the Company may either (i) re-enter the Premises or any part of them in the name of the whole and thereupon the Term shall absolutely cease and determine or

(ii) give the Lessee not less than THREE calendar months notice in writing expiring at any time determining the Term hereby granted PROVIDED ALWAYS THAT :

(i) not less than ten days prior to exercising any right of re-entry the Company shall have given notice of its intention and its grounds for so doing to any mortgagee or chargee under any mortgage or charge created by the Lessee in respect of the Premises of which the Company shall have received notice in accordance with Clause 4(22) hereof

(ii) not more than fourteen days following the day on which the Company shall have given not less than three calendar months notice determining the Terms hereby granted the Company shall have sent a copy of such notice to any mortgagee or chargee under any mortgage or charge created by the Lessee in respect of the Premises of which the Company shall have received notice in accordance with Clause 4(22) hereof

(11) If for the period of three years following an event of damage or destruction to the Premises or any part thereof rendering the same unfit for occupation and use it remains impossible or impracticable to reinstate or make good such destruction or damage or the Premises so reinstated or made good could not lawfully be operated for the use or uses permitted by this Lease the Company and (provided there is then no outstanding breach on the part of the Lessee) the Lessee may terminate this Lease by giving to the other not less than three months' notice expiring at any time

before the end of the six month period immediately following the said period of three years

(12) The termination of this Lease howsoever occasioned shall not adversely affect any rights of the Company in respect of any previous breach by the Lessee

(13) The Brewers' Society Code of Practice on Tenant's Security shall have no application to this Lease

(14) (i) The Company shall have the right with effect from the end of the Term (but without obligation so to do) to take free from all mortgages charges and encumbrances whatsoever and pay for such of the Lessee's trade and staff furniture at the Premises as the Company shall select together with the Lessee's sound and saleable stock in trade at a valuation to be made in the manner usual in the trade as between an incoming and outgoing tenant the Lessee hereby agreeing to leave the same upon the Premises (unless or until required by the Company to remove the same)

(ii) The property in the aforesaid trade and staff furniture and other of the Lessee's trade fixtures and fittings selected by the Company shall pass to the Company immediately upon the Company giving notice to the Lessee of the exercise of its option to purchase the same and making its selection as aforesaid irrespective of whether a valuation has been agreed or not and the Lessee shall not damage the same and they shall remain at the Lessee's risk until such time as the Lessee delivers the same into

the possession of the Company upon quitting the Premises

- (15) Whenever the Lessee shall vacate the Premises any sums due to the Company whether for the Rent or for goods supplied whether by the Company or its Nominees or on any account whatsoever shall be deducted by the valuers or their umpire from the amount of the valuation of the goods and effects of the Lessee and shall be paid to the Company or its Nominees whether such goods and effects are purchased by the Company or by any other person firm or company
- (16) Insofar as the parties shall be permitted by law so to agree unless expressly stated in this Lease neither the Lessee nor any assignee of the Lessee nor any occupier for the time being of the Premises or any part thereof shall upon quitting or giving up the Premises be entitled to any compensation
- (17) Notwithstanding the acceptance of or demand for rent by the Company or its agents with knowledge of breach on the part of the Lessee of any of the covenants conditions stipulations agreements and declarations herein contained the Company's right to forfeit this Lease on the ground of such breach shall remain in full force and effect and the Lessee shall not in any proceedings for forfeiture be entitled to rely upon any such acceptance or demand as aforesaid as a defence PROVIDED THAT this provision shall have effect in relation only to an acceptance of or demand for rent made during such period (if any) as may in all the circumstances be reasonable for enabling the Company to conclude with the Lessee any negotiations for remedying the breach which

shall have been commenced by either party upon the Company becoming aware of such breach

(18) The Company makes no representation or warranty that the Premises may now or at any time in the future be lawfully used for the purpose stated in the Lessee's covenants or for any other use

(19) Except to the extent (if any) expressly stated in this Lease the Lessee shall have no right title interest or claim in or in respect of any policy of insurance arranged by the Company or its agents in relation to the Premises the Trade Licences or any other matter whether in pursuance of the Company's covenants in Clause 5 hereof or otherwise

7. GUARANTOR(S) COVENANT

(1) The Guarantor(s) in consideration of the demise hereinbefore contained having been made at his/their request hereby (if more than one jointly and severally) covenant with the Company that the Lessee shall pay the Rent and the Additional Rent and any other sum payable hereunder hereby reserved on the days and in the manner required by this Lease and shall duly perform and observe all the covenants on the Lessee's part herein contained and that in case of default in such payment of the Rent or the Additional Rent and any other sum payable hereunder or performance or observance of any of the covenants as aforesaid during the currency of the Term the Guarantor(s) will pay and make good to the Company on demand all loss damage costs and expenses thereby arising or incurred by the Company PROVIDED ALWAYS AND IT IS HEREBY AGREED that any neglect or forbearance by the Company in

endeavouring to obtain payment of the Rent or the Additional Rent when the same become payable or to enforce performance or observance of the several stipulations herein on the Lessee's part contained and any time which may be given by the Company to the Lessee shall not release or exonerate or in any way affect the liability of the Guarantor(s) under this covenant

(2) The covenants on the part of the Guarantor(s) contained in sub-clause (1) above shall extend to this Lease as from time to time varied or modified by agreement between the Company and the Lessee whether or not the Guarantor(s) shall be a party to such variation or modification and the said covenants shall not be released or rendered void or voidable by reason of any failure to give to or serve on the Guarantor(s) copies of any notice which the Company may from time to time give to or serve on the Lessee

I N W I T N E S S whereof the parties have caused their respective Common Seals to be hereunto affixed or where the Lessee and/or the Guarantor(s) is/are an individual or individuals has/have set his/their hand and seal the day and year first above written

THE FIRST SCHEDULE

Terms of Trading

1. In this Schedule and also where appropriate in this Lease the following expressions shall have the meanings ascribed to them :

(1) "Specified Beers" means beers of the types set out in Part

"A" of the Appendix hereto however brewed fermented or packaged being types which are represented by the brands or denominations of beer stated in the Company's Price List last issued before the date of the Agreement pursuant to which this Lease is entered into

- (ii) "Unspecified Beers" means beers other than (a) Specified Beers and (b) beers purchased by the Lessee pursuant to Clause 8(1) below
- (iii) "Company's Price List" means the price list for the time being of the Company or (where applicable) its Nominees for the drinks which they offer to supply to purchasers at the Lessee's level of distribution
- (iv) "Nominees" means the person firm or company (if any) specified in the Particulars and/or such person firm or company as the Company may from time to time specify to the Lessee
- (v) "Barrel" means thirty-six (36) Imperial gallons however the product may be packaged
- (vi) "Draught Cask-conditioned Beer" means draught beer which undergoes fermentation in the container from which it is served for consumption

2. (1) Subject to the provisions of this Schedule the Lessee shall

purchase from the Company or its Nominees and from no other person firm or company all such Specified Beers as he shall require for sale in the Premises and for the purpose of complying with his obligations under Clause 9 of this Schedule

(2) The Company may from time to time (or may from time to time cause or permit its Nominees to) :

- (a) add to the list of brands or denominations representing the types of beer set out in Part "A" of the Appendix hereto and/or
- (b) substitute a brand or denomination for a brand or denomination in such list and/or
- (c) substitute a brand or denomination for a brand or denomination previously added under (a) above or substituted under (b) above and/or
- (d) delete any brand or denomination whether stated in such list or added to those therein listed or the subject of substitution under (b) or (c) above

(3) The Company may notify the Lessee of any of the matters referred to in sub-clause 2(2) above by issuing (or causing or permitting its Nominees to issue) to the Lessee a Company's Price List or by such other method as shall be fair and reasonable

3. Subject to the provisions of this Schedule the Lessee shall not bring on to the Premises for any purpose

(i) any Specified Beer which is not supplied by the Company or its Nominees; or

(ii) any Unspecified Beer unless either :

(a) it is packaged in bottles cans or other small containers; or

(b) it is in draught form and the sale of that beer in draught form is customary or is necessary to satisfy a sufficient demand from the Lessee's customers

4. On the first occasion on which an Unspecified Beer of any brand (or denomination) is brought on to the Premises pursuant to Clause 3(ii) above and each subsequent occasion on which that brand (or denomination) is changed the Lessee shall notify the Company in accordance with Clause 6 of this Schedule of the brand (or denomination) and type of that beer and whether it is draught or packaged

5. Before bringing any Unspecified Beer on to the Premises in draught form pursuant to Clause 3(ii) (b) above the Lessee shall obtain the Company's written or deemed confirmation under Clause 7 of this Schedule that the conditions set out in Clause 3(ii)(b) above are fulfilled

6. Any notice to be given by the Lessee under Clause 4 of this Schedule and any application the Lessee may make for a confirmation under Clause 5 of this Schedule shall be in writing giving all relevant details and shall be sent by first class recorded delivery post to the Company marked for the attention of "The Sales Director"

7. Where an application for confirmation under Clause 5 of this Schedule is duly made the Company undertakes to respond to the Lessee's application within seven days of receipt thereof failing which the Company shall be deemed to have given its confirmation in relation to such alternative supply for a period which in all the circumstances of the case is appropriate

8. (1) Nothing in the other clauses of this Schedule shall preclude or restrict the Lessee from (i) purchasing products other than from the Company or its Nominees pursuant to article 7 of The Supply of Beer (Tied Estate) Order 1989 and (ii) bringing on to the Premises for the purposes of sale there and offering for sale on the Premises such products so purchased PROVIDED THAT the Lessee shall not offer for sale on the Premises at any time more than one brand of Draught Cask-conditioned Beer purchased other than from the Company or its Nominees

(2) The Lessee shall inform the Company and during the Term keep the Company informed as to the exercise of his rights pursuant to Clause 8(1) above to purchase Draught Cask-conditioned Beer other than from the Company or its Nominees

9. (i) Subject to Clause 9(ii) below in each twelve month period of

the Term corresponding to the Company's financial year (currently 1st October - 30th September) the Lessee shall purchase from the Company or its Nominees for sale in the Premises not less than the Required Beer Barrelage (comprising Barrels of Specified Beers) and for any shorter period of the Term shall so purchase a proportionate part of the Required Beer Barrelage prorata on a time basis

(ii) No shortfall below the Required Beer Barrelage shall be deemed to have occurred to the extent that any actual shortfall is caused by the Lessee's purchases of Draught Cask-conditioned Beer from undertakings other than the Company or its Nominees where such purchases are made in exercise of his rights pursuant to Clause 8(1) above PROVIDED THAT the Company shall have received from the Lessee all such documentation satisfactorily evidencing the volume of such purchases as the Company shall reasonably require

(iii) Within 21 days of a demand from the Company the Lessee shall pay Compensation for Shortfall for every Barrel of shortfall in beer purchases below the Required Beer Barrelage or (as the case may be) below the said proportionate part thereof

(iv) Compensation for Shortfall shall be recalculated with effect from the first day of each of the Company's financial years throughout the Term using the following formula :

$$\text{New Rate} = \text{Original Rate stated in the Particulars} \times \frac{a}{b}$$

where

a = the weighted average of the VAT-exclusive prices of all beers

(including lagers) in the Company's Price List in force on the first day of that financial year or (if there is no such list then published by the Company or its Nominees) the weighted average gross VAT-exclusive price disregarding special promotional discount chargeable for the range of beers (including lagers) available for sale to the Lessee by the Company or (as the case may be) the Company's Nominees in the three months preceding the review but disregarding the proportion of such prices attributable to Excise Duty and

b = the weighted average of the VAT-exclusive prices for such products in the Company's Price List current as at the date of this Lease but disregarding the proportion of such prices attributable to Excise Duty

(v) If during any twelve month period of the Term corresponding to the Company's financial year ("the Relevant Year") the Company shall reasonably believe that the overall United Kingdom sales of beers in licensed premises has proved to be less than the overall United Kingdom sales of beers in licensed premises during the corresponding period last occurring before the date of this Lease ("the Base Year") the Required Beer Barrelage stated in the Particulars shall for the said Relevant Year be adjusted by such percentage as the Company shall reasonably consider as being the percentage reduction in overall United Kingdom sales of beers in licensed premises during the said Relevant Year as against the corresponding sales in the Base Year provided

that :

- (a) the result shall be rounded up to the nearest whole Barrel
- (b) the Required Beer Barrelage may by application of the above be greater in one year than in a previous year but shall never exceed the Required Beer Barrelage stated in the Particulars of this Lease
- (c) in determining any such percentage change the Company shall be entitled (but shall not be bound) to treat the Draught Beer Sales section of the Brewers' Society Annual Statistics or any annual statistics for United Kingdom beer sales published by any industry association or any independent body (prepared in respect of periods coinciding with or not more than three months either side of the Company's financial year) as conclusive evidence
- (d) the expression "beers" in this sub-paragraph shall include (but shall not be limited to) those types specified in Part "A" of the Appendix hereto but shall exclude any beers which have an alcoholic strength (as defined in the Alcoholic Liquor Duties Act 1979) not exceeding 1.2 per cent

10. The Lessee shall not advertise goods supplied by undertakings other than the Company or the Company's Nominees within or outside the Premises except in proportion to the share of those goods in the total turnover realised in the Premises

11. The Lessee shall at all times stock and expose for sale within the Premises such brands of wines spirits vermouths soft drinks ciders and perries beers and other drinks as are listed in Part "B" of the Appendix to this Schedule which list the Company may add to or vary from time to time by notice from the Company to the Lessee

12. The Company shall during the Term of the Lease use its best endeavours to supply the Lessee with or procure the supply to the Lessee by its Nominees at the prices shown in the Company's Price List of such quantities of Specified Beers as he may require and be ready and able to pay for and if the Company or its Nominees at any time fail to supply any Specified Beer (not being a product which the Lessee may purchase from any other undertaking pursuant to Clause 8(1) above) for a period which in all the circumstances is excessive the Company shall on the application of the Lessee release the Lessee from any of his obligations under this Schedule to the extent and for so long as is necessary having regard to such failure to supply and shall reduce the Required Beer Barrelage for the relevant period by such amount as shall in all the circumstances be fair and reasonable

13. The Company may at any time by notice indicate that supplies of beers under this Schedule shall in future (or for the period specified in the notice) be supplied by Nominees appointed by the Company and not by the Company and accordingly from the date specified in such notice all notices and applications required under this Schedule (except for the purposes of Clauses 12 above) to be given by or to the Company shall be given by or to the Nominees appointed by the Company

and all confirmations deemed confirmations or consents to be given (or shall be deemed to be given where appropriate) by the Nominees and references to the Company's Price List shall be references to the current price list of such Nominees

THE APPENDIX TO THE FIRST SCHEDULE

PART "A"

TYPES OF BEER SPECIFIED IN THIS LEASE

Light pale or bitter ale (1)

Export or premium ale (2)

Mild ale (3)

Brown ale

Strong ale (including barley wine)

Bitter stout or porter

Sweet stout

Lager

Export or premium lager (4)

Strong lager

"Diat pills" (or premium low carbohydrate beer)

Low Carbohydrate (or "lite") beer

Footnotes :

(1) Also known (especially in Scotland) as 70/- Heavy special or
Scotch Ale

(2) Also known (especially in Scotland) as 80/- Ale

(3) Also known (especially in Scotland) as 60/- Light or Pale Ale

(4) Also known as "Malt lager" or "Malt liquor"

PART "B"

DRINKS FOR WHICH A STOCKING OBLIGATION EXISTS

SPIRITS

WHISKY -	any two from:
	Teachers Highland Cream
	J. & B. Rare
	Haig
GIN	Burrough's Beefeater Gin
VODKA	Smirnoff Red Label
COGNAC	Martell ***
DARK RUM	Lambs Navy Rum
VERMOUTH	Cinzano Bianco
SHERRY	Croft Original

OTHER SPIRITS

AND LIQUEURS A minimum of five from :-

Malt Whisky	- Singleton
Liqueur Spirit	- Southern Comfort
Tennessee Whisky	- Jack Daniels
Peach Schnapps	- Archers
Light Rum	- Malibu
Original Irish Cream	- Baileys Irish Cream
Liqueur	- Cointreau
Tequila	- Jose Cuervo

THE SECOND SCHEDULE

1. Not to change the name of the house but to comply fully with all reasonable requirements of the Company and the Nominees (as defined in the First Schedule hereto) regarding the use and presentation of the Company's name or the name of the Nominees or any trading name style or mark of the Company or the Nominees or of any associated company of the Company or the Nominees both in the interior and on the exterior of any building comprised in the Premises and within the curtilage of the Premises Provided that the Lessee shall with the consent of the Company be free to change the name of the house and to brand style or theme the interior and exterior of the Premises as he wishes provided the consent of the Company may be withheld if it considers that the said brand style or theme is that of another brewer or infringes a trade mark or other intellectual property rights of the Company or the Nominees or any associated company of the Company or the Nominees but subject thereto the consent of the Company shall not be unreasonably withheld

2. Not to dilute or alter the quality of goods received from the Company or its Nominees or any third party or produced by the Lessee himself and at all times to store such goods under suitable conditions and in accordance with the manufacturer's requirements (if any) and in a suitable location and to use his best endeavours to supply the same in good sound and bright condition and not to use for any purposes whatsoever any recycled beer or any overspill or residue from beer sold to the public on the Premises

3. To allow the Company or (with the prior agreement of the Company) its Nominees and all persons duly authorised by it with or without workmen at all times during normal opening hours or on reasonable notice or in the case of emergency or suspected breach of the Lessee's covenants or obligations at any time during the day or night to enter and remain on the Premises to inspect the stock of beers ales and lagers in and upon the Premises and to take samples of such stock on payment of a pro rata part of the price which the Lessee paid for the bulk from which samples are taken and to inspect and to take copies and extracts from the Lessee's books of account and VAT records

4. To comply fully with all reasonable requirements of the Company and the Nominees regarding the use and presentation of any product available in the Premises sold by the Company the Nominees or any of its or their associated companies which requirements may (without limitation) include the requirement to use such name or mark in association with the name of any company standards or specifications for presentation of the product and the visual mechanical and other quality of all items bearing any such name or mark including dispense equipment

5. Not to present or sell any product supplied by the Company the Nominees or any of its or their associates under any other name or brand than that normally applied to it by the Company the Nominees or its or their associates

6. To exhibit on the Premises such notices and advertisements including price lists as may be required by law or by the Company and

to permit the Company to affix remove or replace such hoardings or advertising material on the exterior of the Premises as the Company may require but so that the Company shall exercise such right in a reasonable manner : with the prior approval of the Lessee (such approval not to be unreasonably withheld or delayed) the Company's Nominees shall be permitted to affix remove or replace brand advertising material to the exterior of the Premises in such a manner as at all times to comply with relevant Government and local authority statutes rules regulations and bye-laws

7. (i) To keep affixed to each dispense unit for a beer purchased by the Lessee from the Company or its Nominees and in a manner visible to the customers and in a form approved and supplied by the Company or its Nominees a label showcard or other indication of the beer being supplied from that unit

(ii) Not to serve or supply from any dispense unit any beer different from that indicated and not in any event to serve or supply any beer whether in bottle or draught or otherwise in substitution for that ordered by a customer

8. (i) To pay and settle up on demand with the Company or its Nominees for all goods and services supplied by them at the prices shown in the Company's or the Nominee's current price list (as defined in the First Schedule) and to comply with and accept the terms and conditions of sale upon which such goods and services are supplied by the Company or its Nominees to the Lessee subsisting from time to time

(ii) To pay for such goods by variable direct debit to the Company's account or the account of its Nominees or by such other method as the Company or any such Nominees shall specify or in cash on delivery or with order if in the opinion of the Company or such Nominees the circumstances shall so warrant provided that the Company or such Nominees shall be entitled to operate such debit at least fortnightly

(iii) Not without prior notification to the Company or its Nominees to cancel its instructions to its bankers to make payment by Variable Direct Debit unless the Company (or as the case may be its Nominees) has or have required payment by some other method or in cash on delivery or with order as provided above and in the event that such instruction is cancelled for whatever reason then to reinstate that instruction immediately following a request by the Company or its Nominees so to do

9. Not by any act or neglect to cause any beer dispense equipment provided by the Company or its Nominees to be damaged and to comply with routine cleaning and maintenance requirements not covered by any maintenance service provided by the Company or its Nominees

10. To comply with all reasonable requirements from time to time of the Company or its Nominees in relation to the presentation and location of beer dispense points

11. Not to use any beer dispense equipment provided by the Company or its Nominees for any product not purchased by the Lessee from the

Company or its Nominees

THE THIRD SCHEDULE

1. The Rent shall from the First Rent Review Date for the succeeding five years and for each of the subsequent five year periods ("the Review Periods" and the "relevant Review Period" shall be construed accordingly) be whichever shall be the higher of the Rent payable in the preceding period and the Open Market Rent

2. The expression "Open Market Rent" means the best annual rental obtainable by a willing landlord from a willing tenant for the Premises (which for the avoidance of doubt includes all landlord's fixtures and fittings even if the same shall have been purchased by the Lessee at or before the commencement of this Lease and other items in accordance with the definition in Clause 1 hereof) in the open market (fixed at the commencement of the relevant Review Period) on a lease for the remaining term of this Lease or ten years whichever shall be the greater with vacant possession at the commencement of the term and at the rate applicable after the expiry of any rent free or reduced rent period which might be allowed by the willing landlord to the willing tenant and with the following assumptions if not a fact :-

- (a) that the Lease is freely assignable with the Landlord's consent which shall not be unreasonably withheld and otherwise that the Lease is on the same conditions as are contained in this Lease other than those as to the amount of rent but including this Schedule

- (b) the willing tenant has received the benefit of any rent free or reduced rent period or any other inducement which it might then be the practice in the open market for a willing landlord to allow or make to a willing tenant
- (c) that both the landlord and tenant have complied with all their respective obligations under the lease
- (d) that the Premises have been and are continuously trading and are ready and fit for immediate occupation and use and that the tenant has no fitting-out costs
- (e) that no work has been carried out on or to the Premises or any part thereof as will diminish the rental value and if the Premises have been destroyed or damaged they have been fully reinstated
- (f) that all necessary Trade Licences and planning consents have been obtained without material adverse conditions and are in full force and effect
- (g) that no fine or premium has been paid for the grant of the lease
- (h) that no Value Added Tax is or will be chargeable upon the Rent or the Additional Rent

but disregarding :-

(a) any increase in rental value directly or solely attributable to the goodwill element of the business carried on at the Premises by the Lessee in occupation under this Lease as at the commencement of the relevant Review Period and

(b) any increase in rental value attributable to any authorised improvements carried out by and at the expense of the Lessee during the Term except under an obligation owed to the Company (whether or not under the terms of this Lease)

3. (i) The Open Market Rent may be determined by agreement reached between the Company and the Lessee on or before the commencement of the relevant Review Period

(ii) If no such agreement is reached on or before the commencement of the relevant Review Period the Open Market Rent may be determined by an independent surveyor appointed for that purpose by the Company and the Lessee jointly in writing within three weeks after the commencement of the relevant Review Period

(iii) If the Company and the Lessee do not appoint an independent surveyor within three weeks after the commencement of the relevant Review Period the Company may at any time apply to the President or any senior officer for the time being of the Royal Institution of Chartered Surveyors (or if such Institution shall cease to exist of any leading body representing surveyors or valuers) for the appointment of an

independent surveyor to determine the Open Market Rent and the parties shall be bound by any such appointment

(iv) Any independent surveyor appointed under sub-clause (ii) or (iii) above shall act as an arbitrator in accordance with the Arbitration Acts 1950 and 1979 and his decision (including his decision as to costs) shall be conclusive and binding upon the parties

(v) Nothing in this Schedule shall be construed as either requiring the Company to do or refrain from doing any act or thing as a pre-condition of doing any other act or thing or exercising any right under this Clause 3 or as making time of the essence in relation to the agreement or determination of the Open Market Rent or the appointment of an arbitrator

4. If the said surveyor shall die or decline to act or become incapable of acting the President or any senior officer of the Royal Institution of Chartered Surveyors or of such other body as may have appointed the said surveyor may on the application of either party appoint another person in his place

5. If on the relevant review date the Open Market Rent shall not have been agreed or determined as aforesaid the Rent reserved hereunder immediately before the relevant review date shall continue to be payable until the Open Market Rent has been agreed or until it has been determined by arbitration (as the case may be) and the Lessee shall pay the Company within seven days of demand after such agreement or

determination :-

- (a) any shortfall between the Rent at the rate reserved before the relevant review date and the Open Market Rent payable with effect from the relevant review date for the period from the relevant review date until the Quarter Day after the Rent shall have been agreed or determined
- (b) interest at two per cent over National Westminster Bank plc Base Rate on the said shortfall from the relevant review date

6. If at any of the Rent review dates there shall be in force any statute which shall prevent restrict or modify the Company's right to review the Rent in accordance with this Lease and/or to recover any increased rent the Company shall whenever such restriction is revoked relaxed or modified or otherwise ceases to apply on giving not less than one month's notice in writing to the Lessee be entitled to proceed with a review of the Rent in accordance with the terms of this Schedule as if the date of the expiry of the notice were a rent review date save that the Company shall be entitled to recover the increased Rent (if any) following such a review from the earliest date permitted by the law even if that predates the expiry of the said notice

7. Forthwith after the agreement or determination of the Rent upon review a memorandum thereof shall be entered into and endorsed on this Lease in such form as the Company shall reasonably require and executed under hand or under seal as the Company may require and the Company's

Solicitors' proper costs and disbursements in connection therewith shall be paid by the Lessee

THE FOURTH SCHEDULE

Matters affecting the Company's reversionary title

All matters contained or referred to in the Property Register of Freehold Title Number 58965

THE FIFTH SCHEDULE

Rights included in the demise

NONE

THE SIXTH SCHEDULE

Rights excepted and Reserved

1. The free and uninterrupted passage of running water soil gas electricity telephone and other services or supply from and to any adjoining property belonging to the Company in and through any sewers drains pipes wires cables or other conducting media which now or may

hereafter during the Term be in upon through under or over the
Premises

2. The full right and liberty at any time or times during the Term to enter and remain upon the Premises after reasonable prior written notice (or immediately in the case of emergency) with or without agents and other duly authorised persons and with or without equipment or machinery in order to construct lay cleanse maintain inspect or to connect make connection to replace relay or repair any such sewers drains pipes wires cables and other conducting media for the benefit of any adjoining land now or in the future owned by the Company or for the benefit of which the Company agrees to exercise these rights PROVIDED THAT the Company shall cause as little inconvenience to the Lessee or the Lessee's business carried on at the Premises as reasonably practicable and shall make good all damage done to the Premises

3. The right for the Company its agents or others authorised by the Company to erect or consent to the erection of any new buildings of any height on any adjoining property whether or not belonging to the Company or to repair alter or raise the height of or external elevations of or rebuild any existing building on such adjoining property in any manner notwithstanding the fact that the same may obstruct affect or interfere with the amenity of or access to the Premises or the passage of light and air to the Premises

4. The right for the Company its agents or others authorised by it to exhibit on the Premises during the last year of the Term a sign or signs indicating that the Premises are for sale lease or other disposal

and at any time during the term a sign or signs indicating any proposed sale lease or other disposal or dealing with any reversionary interest in the Premises and the right for prospective leasees or purchasers or similar persons authorised by the Company with or without their servants or agents to enter upon examine and view the Premises

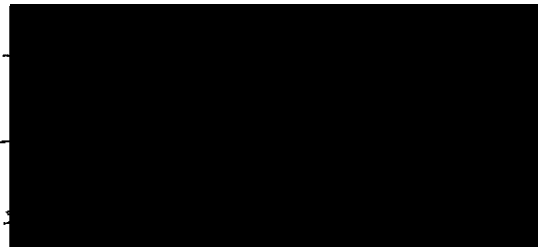
5. The right for the Company its agents or others authorised by the Company with or without workmen equipment or machinery at all times during normal opening hours or on reasonable notice or in the case of emergency or suspected breach of the Lessee's covenants or obligations at any time during the day or night to enter and remain on the Premises for the purpose of exercising any right or performing any obligation under this Lease and to inspect the state of repair and condition of the Premises and ascertain that the agreements and obligations on the part of the Lessee have been duly observed and performed the Lessee having the right to be present and/or represented (unless in the case of emergency this is not practicable) and to carry out any repairs or rebuilding for which the Company may be responsible under its obligations herein (or those for which the Lessee is responsible but which he fails to carry out) and to inspect repair decorate alter rebuild or carry out any works whatever to or in connection with any rights referred to in this Clause or with any adjoining or neighbouring property of the Company including the right in favour of the Company to connect into and/or build upon or onto the Premises for the benefit of any adjoining or neighbouring premises provided that the Company shall cause as little inconvenience to the Lessee and the Lessee's business carried on at the Premises as reasonably practicable and shall make good all damage done to the Premises

6. The right for the Company and others authorised by it together with servants agents or contractors to enter upon the Premises upon reasonable notice to affix repair replace service modify and remove hoardings advertising materials and/or telecommunication equipment (which expression shall include receivers and transmitters using radio and other frequencies) together with the right for the Company to retain any rents or profits arising therefrom and for such purposes with or without equipment or machinery to construct lay repair replace service modify and remove cables or other conducting media in under over or upon the Premises or any part thereof Provided that the Company shall exercise such rights in a reasonable manner and cause as little inconvenience to the Lessee's business carried on at the Premises as practicable and shall make good all damage done to the Premises

SIGNED SEALED and DELIVERED by)
 the said LESSEE in the presence)
 of :-)

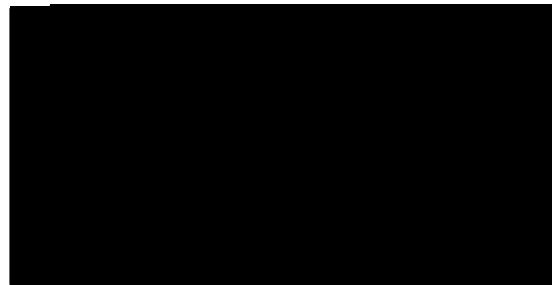
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ROYAL AIR FORCE

SIGNED SEALED and DELIVERED by)
 the said LESSEE in the)
 presence of :-)



ROYAL AIR FORCE

DATED

6 APRIL

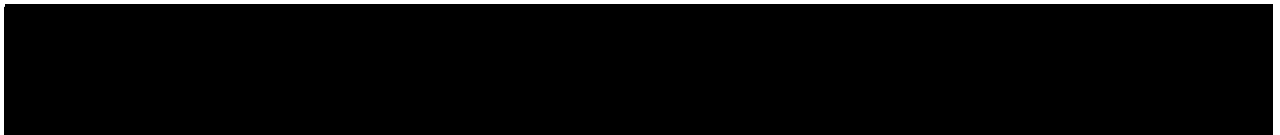
2008

UNIQUE PUB PROPERTIES LIMITED

- and -



- and -



LICENCE TO ASSIGN

- relating to -

The Liam Og's Public House
374 Walworth Road
Walworth
London
SE17 2NF

**GOSSCHALKS
QUEENS GARDENS
KINGSTON UPON HULL
HU1 3DZ
(REF: CS)**

- (a) words in the singular include the plural and vice versa and words of one gender include any other gender;
- (b) a reference to:
 - (i) any party includes its successors in title and permitted assigns;
 - (ii) clauses and schedules are to clauses and schedules of this Deed and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear;
- (c) the table of contents and headings are for convenience only and shall not affect the interpretation of this Deed;
- (d) where any liability or obligation is undertaken by two or more persons, the liability or obligation of each of them shall be joint and several; and
- (e) except as set out in clause 1.1, terms used in this Deed have the meanings attributed to them by the Lease.

2. Landlord's consent

Subject to the terms of this Deed the Landlord consents to the Assignment.

3. Tenant's covenants

The Tenant covenants with the Landlord:

- (a) on the date hereof to disclose to the Landlord the amount of all consideration to be paid to the Tenant in connection with the assignment (including any payment for goodwill or other assets passing) and details of the apportionment of such consideration; and
- (b) on completion of the Assignment to pay to the Landlord any monies due at the date of the Assignment from the Tenant pursuant to the Lease;

4. Assignee's covenants and warranty

4.1 The Assignee covenants with the Landlord:

- (a) within 6 months of today's date to attend such public house training courses as may be reasonably specified by the Landlord;
- (b) if the Tenant does not do so on completion of the Assignment to pay to the Landlord (or its Nominees) any monies due at the date of the Assignment from the Tenant pursuant to the Lease;
- (c) on demand by the Landlord at any time to disclose to the Landlord the amount of all consideration paid to the Tenant in connection with the Assignment

(including any payment for goodwill or other assets passing) and details of the apportionment of such consideration;

- (d) to pay any stamp duty land tax payable upon the Lease or in connection with the Assignment;
- (e) if so required pursuant to the Land Registration Act 2002 to register the Lease at the Land Registry and on completion of such registration to supply to the Landlord an official copy of such registration;

4.2 The Assignee warrants to the Landlord that prior to the date of this Deed it has disclosed to the Landlord all material facts (including without limitation any information relating to convictions complaints or creditworthiness) which might affect the trade licences or the continuation of the Lease or the continued operation of the Premises as a public house.

5. Agreements

5.1 The parties agree:

- (a) this Licence is restricted to the Assignment and the terms of the Lease shall remain in full force and effect save to the extent that they are varied expressly by this Deed;
- (b) this Licence is conditional upon:
 - (i) compliance by both the Tenant and the Assignee with the terms of this deed; and
 - (ii) the Assignment being completed on today's date; and
 - (iii) the Assignment being duly registered with the Landlord's solicitors within 14 days of today's date with a registration fee payable to the Landlord's solicitors of not less than £50 plus VAT; and
 - (iv) the Tenant complying with the obligations in sub-clause 3(c) of this Deed; and
 - (v) the transfer of the premises licence in respect of the Premises to the Assignee or their nominee on or before today's date; and
 - (vi) the Assignee the Tenant and Enterprise Inns Plc having entered into a Deed of Novation in the form shown at Schedule 1 annexed to this Deed prior to the completion of the Assignment.

5.2 This Deed together with the Lease, any subsequent deeds of variation of the Lease, and the Purchasing Agreement dated the 26 day of June 1997 made between

Inntrepreneur Pub Company (GL) Limited (1) and William John Cunningham and Kathleen Cunningham (2) constitute the entire agreement between the parties and there are no agreements understandings promises or conditions oral or written express or implied concerning the subject matter which are not merged into this Deed and superseded hereby unless they are in writing and specifically refer to this clause of this Deed.

IN WITNESS this Deed is executed on the date appearing at the head of page 1.

SCHEDULE 1
Deed of Novation

THIS NOVATION AGREEMENT is made the _____ day of _____ 200

BETWEEN

1. **ENTERPRISE INNS PLC** of 3 Monkspath Hall Road Shirley Solihull West Midlands B90 4SJ ("the Supplier");
2. [REDACTED] of The Liam Og's Public House 374 Walworth Road Walworth London SE17 2NF;
3. [REDACTED]
"the Assignee");

WHEREAS

- (1) This Novation Agreement is supplemental to:-
 - (a) a Purchasing Agreement dated 27 June 1997 and made between Intrepneur Pub Company (GL) Limited (1) and William John Cunningham and Kathleen Cunningham (2) ("the Purchasing Agreement"); and
 - (b) a Lease of The Liam Og's Public House 374 Walworth Road Walworth London SE17 2NF ("the Property") dated 24 April 1990 and made between Truman Limited (1) and William John Cunningham and Kathleen Cunningham (2) as varied by a Deed of Variation dated 26 June 1997 and made between Intrepneur Pub Company (GL) Limited (1) and William John Cunningham and Kathleen Cunningham (2) ("the Lease"); and
 - (c) an assignment of the Lease of even date herewith and made between the Tenant (1) and the Assignee (2).
- (2) On assignment of the Lease, the Tenant and the Assignee are required under the provisions of the Lease to simultaneously enter into an agreement in this form.

NOW IT IS AGREED as follows:-

1. The Assignee undertakes to perform the Purchasing Agreement and to be bound by the terms of the Purchasing Agreement in every way as if the Assignee were a party to the Purchasing Agreement in lieu of the Tenant.
2. The Tenant releases and discharges the Supplier from all claims and demands whatever in respect of the Purchasing Agreement.
3. The Supplier accepts the liability of the Assignee under the Purchasing Agreement in lieu of the liability of the Tenant and agrees to be bound by its terms in every way as if

the Assignee were named in the Purchasing Agreement as a party in place of the Tenant.

This Agreement has been signed

[Signing Provisions]

THE COMMON SEAL of the)
LANDLORD was affixed to this Deed)
(which is not delivered until the date)
appearing at the head of page 1))
in the presence of:)

.....
A duly authorised signatory

.....
A duly authorised signatory

EXECUTED as a Deed by the TENANT)

in the presence of:)

Witness)

Name)

Address SAMUEL ROSS SOLICITORS
263 CAMBERWELL NEW ROAD
LONDON SE5 0TH
TEL: 020 7701 4664
FAX: 020 7701 4678

Occupation *Legal Executive*

EXECUTED as a Deed by the ASSIGNEE)

in the presence of:)

Witness)

Name)

Address

.....
Occupation *licensed conveyancer*

EXECUTED as a Deed by the ASSIGNEE)

in the presence of)

Witness ...)

Name)

Address)

.....)

Occupation *licensed lawyer*

EXECUTED as a Deed by the ASSIGNEE)

in the presence of:)

Witness

Name

Address

.....

.....

Occupation

(1): Claimants
 (2) A Hancock
 (3): Fourth
 (4) 20 August 2015

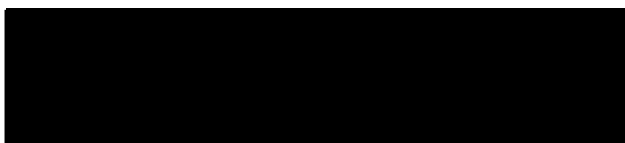
CLAIM NO: A02LB339

IN THE COUNTY COURT AT LAMBETH

BETWEEN

UNIQUE PUB PROPERTIES LIMITED (1)
 ENTERPRISE INNS PLC (2)

Claimants



Defendants

FOURTH WITNESS STATEMENT
 OF [REDACTED] IN BEHALF
 OF THE CLAIMANTS

I, ALISON HANCOCK of Shakespeare Martineau LLP, One America Square, Crosswall, London EC3N 2SG will say as follows:

- 1 I am a Chartered Legal Executive and Partner in the firm of SGH Martineau LLP at One America Square, Crosswall, London, EC3N 2SG and have the care and conduct of this matter on behalf of the Claimant.
- 2 Save where the contrary is stated, the matters to which I refer to in this statement are known to me from my personal involvement in the matter and from examination of the Claimants' records and are believed by me to be true.
- 3 This witness statement is made in response to an application by the Defendants to suspend the eviction which is currently listed for 24 August 2015. There is produced and shown to me marked AH3 a paginated bundle of documents to which I shall refer below.
- 4 The application notice was sent to me by the Court despite the assertion made by Ian Butler of the Defendant's solicitors in the application that it "had been served on the Claimant's solicitors". The email from the Court was received at 1522. I sent an email to the Claimant's solicitors at 1604 questioning why they had not served me and they subsequently sent a copy of the Notice of Application at 1605pm. They should and could have sent a copy to me when the Application

notice had been completed. Further, I have asked them to confirm that they are preparing a bundle but again they have failed to respond to that request.

- 5 Further, having been notified by the Defendants' solicitors that they intended to make an application, I asked them to ensure that the application was supported by fully pleaded evidence (pages 24, 43, 45, 46). No such evidence has been served. The application is simply supported by a few statements – some of which admit the breach of the Order made on 1 April 2015 – others which are bare denials. There is no witness statement in support of the application.
- 6 Further, I have asked them to confirm that they are preparing a bundle (page 46) but again they have failed to respond to that request.

Application Notice

- 7 Paragraphs 1 to 5 of the Application Notice are admitted.
- 8 Whilst the Defendants' solicitors deny that they are in breach of the Order in relation to the licencing application, they provide no details whatsoever despite, as is shown below, this being something which I had raised in correspondence with them on numerous occasions.
- 9 Paragraph 7 confirms that details were provided late and therefore in breach of the Order. Again the Defendants' solicitors have failed to provide details which have been requested in correspondence on a number of occasions.

Background

- 10 At the hearing on 1 April 2015 (as set out in the Consent Order drawn on 30 April 2015) a possession order was granted but suspended until 30 June 2015 to enable the Defendants to comply with certain conditions, namely:
- 10.1 to produce evidence that they had obtained a Premises Licence and to immediately comply with the licencing conditions. In this regard, there was a hearing listed for 9-11 June 2015 and a provision was made in the event that the hearing was adjourned due to events beyond the Defendants control;
- 10.2 to produce evidence that the occupiers at the Premises occupy by way of either a service tenancy or on a bed and breakfast basis.
- 11 The Defendants did not comply with either of the conditions details above.

Failure to obtain a Premises Licence

- 12 I note that there is simply a bare denial in the Application Notice signed by the Defendants' solicitors that the Defendants were at fault in relation to the adjournment of the licencing hearing notwithstanding my letters to them as detailed below.
- 13 In relation to the hearing for the Premises Licence, the hearing listed for 9-11 June 2015 was adjourned. On 10 June 2015 (page 6) the Defendants' solicitors informed me that, as far as they were aware, "there is no outcome as yet."
- 14 On 16 June 2015 (pages 7 to 8) I wrote to the Defendants' solicitors as I had been informed that the licencing hearing had been adjourned as the Defendants had filed late evidence suggesting a change of use of the Premises and a reduction in opening hours.
- 15 The Defendants occupy the Premises pursuant to the Lease (which remains forfeit). That Lease contains users covenants (clause 4 (17) (Page 23 of the bundle annexed to the Particulars of Claim) which require the Premises to be used as a "public house with ancillary catering and not to apply for planning permission for any change of use". The Defendants have proposed to the local authority to change the use to that of a restaurant. As such that change of use would be in breach of the Lease (were it not already forfeit). The Defendants made no attempt to contact the Claimant in relation to this proposed change of use. They have not sought permission for a change of use.
- 16 I informed the Defendants' solicitors that under the terms of the Lease the Defendants covenanted to use the Premises "only as a licensed public house with ancillary catering". I confirmed that were the Lease not already forfeit (by the service of these proceedings) a change of use would be a further breach and would result in action being taken. I confirmed that the Claimant would not allow a change of use, notwithstanding at no time had the Defendants even sought the consent of the Claimant for a change of use.
- 17 By 18 June 2015 (page 10) the Defendants' solicitors were still unable to advise me of the outcome of the Licencing hearing. Their letter of that date stated that they had tried to contact David Dadds (the solicitor dealing with the licencing hearing) but that his explanation was "unclear".
- 18 I wrote again on 23 June 2015 (Pages 11 to 12) noting that, despite requests going back to October 2014, the Defendants had still not provided evidence as to the occupiers and confirming that (notwithstanding no consent had been sought) the Claimant would not consider a change of use.

- 19 On 25 June 2015 (pages 14 to 18) the Defendants' solicitors sent to me a copy of the Consent Order dated 10 June 2015 entered into between the Defendants and Southwark Council. That Order records that the Defendants accept that there have been problems with the operation and management of the Premises, that the relationship with the Police have broken down and the partnership with the licensing authority and wider community has stalled.
- 20 Directions were given whereby the Defendants were to provide documents by 5 August 2015. The Defendants were also ordered to pay costs of £14,104.50.
- 21 In their letter of 25 June 2015 (page 14) the Defendants' solicitors suggested that there was no basis that the matter was adjourned due to the Defendants' conduct but failed to provide any explanation to support that assertion. It is noted that the Order was made on 10 June 2015 being the middle day of a 3 days hearing.
- 22 I responded on 26 June 2015 (page 19) suggesting that it was clear from the Consent Order that it was the Defendants who had accepted the breakdown of the relationship and that there had been problems with the operation and management of the premises.
- 23 The change of use from a public house with ancillary food to a restaurant is clearly a change of use and not permitted under the terms of the Lease.
- 24 It is noted that the Application Notice gives no explanation as to why a Consent Order was only entered into on 10 June 2015.
- 25 It is noted that in a letter from Southwark Council dated 20 August 2015 (page 92) that "it is the view of the Licensing Authority that each application has been an attempt to undermine the licensing review process".

Continuing breach of the obligation not to part with possession, or underlet the Premises

- 26 It is the Claimant's pleaded case that the Defendants are in breach of clause 4 (20) (i) of the Lease in that they have assigned, underlet or parted with possession of the Premises (paragraphs 16 and 26 to 28 of the Particulars of Claim; paragraph 9 to 13 of my First Witness Statement dated 11 December 2014; paragraph 6 of the Reply to Defence; paragraphs 16 to 20 of my Second Witness Statement dated 12 January 2015; and paragraphs 12 to 15 of my Third Witness Statement dated 25 March 2015).
- 27 On 22 October 2014 the First Defendant informed me that the occupiers were his employees (notwithstanding the Premises was closed due to the revocation of the Premises Licence). In my letter of 24 October 2014 (page 40 of the bundle annexed to my First Witness Statement) I asked the Defendants to provide

evidence that the Premises were registered for HMO. I received no response. I have today been informed by Southwark Council that the Defendants have been prosecuted under HMO legislation. In this regard I refer to the letter from Southwark Council dated 20 August 2015 (pages 91 to 132) and In particular pages 91 to 93 which set out the history of their involvement with the Defendants and the action taken against them.

- 28 It is the Defendants pleaded case that they admit to "granting a sub licence of the Premises" but state that they are "In a possession to retake possession of the premises and thereby cure the breach complained of" (paragraph 5 of the Defence dated 15 December 2014). Despite this assertion 15-20 unauthorised occupiers remain In occupation of the Premises In breach of the Lease and HMO Regulations.
- 29 In the Defendants' Replies to the CPR Part 18 Response, they provide details only of a licence granted to a Sergio Soares (a copy of which appears at pages 114 to 119 of the bundle annexed to the Particulars of Claim). When asked how that licence was determined, the Defendants responded "The licensee did not enter into possession of the property and the Defendants therefore did not give up possession".
- 30 In response to the request to provide details of "licences or agreements pursuant to which all occupiers currently occupy the Premises", the Defendants responded by stating "None of the occupiers have written agreements" and as to "when the Premises will be vacant of all occupiers", the Defendants responded "None of the occupiers have security of tenancy that will prevent the Defendant from gaining possession". It is noted that the Defendants failed to plead exactly who was in occupation; how long they had been there or on what basis.
- 31 Enquiry agents had confirmed to me that some of the occupiers had been there since 2012.
- 32 In his witness statement of 25 March 2015, the First Defendant stated at paragraph 7 that "I have never parted with possession of the property". If that is the case, then the Defendants should have received notice of the eviction originally listed for 10 August 2015 which the Bailiff should have hand delivered to the Premises.
- 33 At paragraph 8 he says "I accept that there are currently a number of bed and breakfast people staying above Banana Bar. I provide them with a bed and breakfast service and they pay me for their rooms on a daily basis. I pick up money from them every two or three days. None of the people living above the bar have any written agreements and do not have security of tenure. I will therefore be able to evict them as I wish". This statement is in direct contrast to the conversation I had with the First Defendant on 22 October 2014.

- 34 Further, the Defendants have not evicted them "as they wish". They remain in occupation.
- 35 On 20 April 2015 (page 1) I wrote to the Defendants' solicitors in relation to the unauthorised occupiers at the Premises. It had been suggested to me by representatives of the Defendants at the hearing on 1 April 2015 that the occupiers were either employees of the Defendants or bed and breakfast occupiers. Despite the First Defendant being in attendance at that hearing, the position was not made clear by the Defendants. I therefore asked for clarification and reminded the Defendants' solicitors that some of the occupiers had been in occupation since at least 2012.
- 36 On 1 June 2015 (page 4) I wrote again to the Defendants' solicitors in relation to the occupiers. A reminder letter was sent on 8 June 2015 (page 5). On 10 June 2015 I was advised by the Defendants' solicitors that they were waiting instructions from the Defendants (page 6).
- 37 I noted in my letter of 16 June 2015 (pages 7 to 8) that I had still not received any confirmation as to who was in occupation or upon what basis. In their letter of 18 June 2015 (page 10) the Defendants' solicitors confirmed that they had reminded the Defendants to provide details of the occupiers.
- 38 I responded on 23 June 2015 (pages 11 to 12) reminding the Defendants' solicitors that I had been asking for this information since October 2014 and it was still not forthcoming.
- 39 The Defendants failed to comply with paragraph 5.3 of the Order of 1 April 2015 (drawn 30 April 2015) despite the correspondence with their solicitors. On 6 July 2015 (page 24) I confirmed to their solicitors that as they were in breach, the warrant has been sent to the Court. I also noted that if any application was to be made, it should be supported by fully pleaded evidence.
- 40 On 13 July 2015 I received a letter dated 9 July 2015 (page 25) from the Defendants' solicitors. That letter had purportedly been sent by email on 9 July 2015 but the email address quoted was incorrect and was not received by email on that date. The letter alleged that there was no written agreement in relation to the Premises and that the Defendants were obtaining "what evidence he can". That letter was 9 days after the deadline to provide evidence had expired.
- 41 I responded on 13 July 2015 (page 26). I asked for a full explanation as to the alleged bed and breakfast arrangement and asked why some occupiers had been in residence for many years. The Defendants have never answered that question. I note that their Application Notice still fails to address this issue.

- 42 I then received later on 13 July 2015 I received a letter dated 10 July 2015 (pages 27 to 36) from the Defendants' solicitors. That letter had purportedly been sent by email on 10 July 2015 but the email address quoted was incorrect and was not received by email on that date. That letter enclosed "confirmation letters from various occupiers of the property".
- 42.1 The letter was not received until 14 July 2015 and therefore was out of time;
- 42.2 The letter enclosed 9 pro forma pre-printed letters stating that the occupiers occupied on a bed and breakfast basis;
- 42.3 Those pro forma letters were dated 6 July 2015 - after the deadline set out in the Consent Order had expired.
- 43 I note that it is admitted in the Application Notice that these documents were served out of time.
- 44 My response of 14 July 2015 (pages 37 to 38) raised various questions in relation to the occupiers. I confirmed that the Lease does not allow the Premises to be run as a bed and breakfast business. I also commented that no evidence had been provided to suggest that the Premises was licensed under the HMO regulations (something I had previously asked in my letter of 24 October 2014 (page 40 of the bundle annexed to my Witness Statement of 11 December 2014). The Defendants' solicitors have not responded to my letters of 13 or 14 July 2015 - save to say in their letter of 14 July 2015 (page 39) that they are instructed that the properties are let on a B&B basis - nor has any evidence been provided as to the extended occupation of the residents or the HMO issues.
- 45 The eviction was listed for 10 August 2015. Indy Kenth of the Claimant company attended the Premises on 10 August 2015 along with the Bailiff. I spoke with him at approximately 1pm and he informed me that there were 15-20 residential occupiers in the residential part of the Premises above the trading area. Some were present although others were out. They were claiming that they had tenancy agreements. As such, and in light of the potential breach of the peace, the Bailiffs were not prepared to complete the eviction. I had in any event provided details of the occupiers to the Court approximately 10 days prior to the eviction but it appears that they had failed to take this information into consideration.
- 46 After the aborted eviction on 10 August 2015, I wrote to each of the occupiers (named in the "Bed and Breakfast Confirmation letter provided by the Defendants" explaining that there was a possession order and that my client required vacant possession of the Premises (page 40A - the same letter was sent to all those

named occupiers). I confirmed in that letter a bed and breakfast occupancy (which is what had been alleged) did not confer any rights to remain.

47 On Tuesday 11 August 2015 I received a number of calls from a " [REDACTED] (I assume that this is Americo Fires Dos Anjos Nasclmento who occupies room 14). He claimed that he lived at the Premises and had done so for four years. He told me that [REDACTED] had provided him with a tenancy agreement and that he was paying rent to [REDACTED]. I asked why he had signed a document (which had been sent to me by the Defendants' solicitors) stating that he was a bed and breakfast occupier. He told me that [REDACTED] had made him sign this. I asked him to send to me a copy of his tenancy agreement although to date he has not done so. I suggested to [REDACTED] that he should contact the local authority if he needed rehousing. [REDACTED] stated that he and the other occupiers needed 2-3 days to remove their belongings. Having taken instructions I contacted "Mr Americo" and confirmed that the Claimant would allow until Friday 14 August 2015 for them to vacate the Premises. Mr Americo stated that he would tell the other occupiers.

48 On 12 August 2015 (page 40B) I wrote again to [REDACTED] asking for a copy of his tenancy agreement. To date I have had no response.

49 On Tuesday 11 August 2015 I also received a call from [REDACTED] (I assume this [REDACTED] who occupies room 13D). He also explained that he had a tenancy agreement with [REDACTED]. He refused to leave the Premises and I advised him that the Bailiffs would have no choice but to evict. I also informed him that the Bailiffs were arranging for the Police to be in attendance at the eviction on 24 August 2015.

50 On Friday 14 August 2015 I received a call from [REDACTED] who was very irate. He said he had tried to contact the First Defendant whom he described as a "villain". I explained that the Claimant had a possession order and he was required to vacate. I informed him that the Bailiffs were arranging for the Police to be in attendance at the eviction on 24 August 2015.

51 On 18 August 2015 (page 41) the Defendants' solicitors wrote to me in relation to the eviction. I responded on 19 August 2015 (pages 42 to 43). I outlined the contact that I had had with the occupiers. I stated that if there was to be application then I expected to see evidence to support the Defendants' position. It is noted that the Defendants and their solicitors have failed to take the contents of this letter into account when they made the application today.

52 On 19 August 2015 at 4.59pm (page 44) I received a letter from the Defendants' solicitors stating that there would be an application. I responded at 5.08pm by

email (page 45) stating that I awaited a copy of the application and evidence in support. I had of course been asking the Defendants for evidence since October 2014. I have had no response to that email.

53 I have also been in contact with Southwark Council who have forwarded to me a copy of the Defendants' application in relation to the Licence. A copy appears at pages 47 to 89. Whilst the documents are not dated, I assume that they were served by the Defendants by 5 August 2015 being the date in the Order (in the licencing proceedings). I am therefore surprised that the Defendants had not sent these to me.

54 Despite repeatedly confirming to the Defendants' solicitors that the Claimant will not consent to a change of use, the Defendants have put forward proposals to change the use of the Premises from a public house to a restaurant.

54.1 They have reduced the opening hours;

54.2 They state that "no more than twenty persons shall be permitted to use the designated bar area".

54.3 They state that "other than the designated bar area, alcohol shall only be served ancillary to a table meal".

54.4 The business plan refers to them providing "highest quality food and service in Camberwell".

54.5 They will offer "a full array of mixed drinks, beers and wines... with a full bar area ... to enjoy a drink whilst waiting for a table, or a friendly place to meet and talk before dinner. We are a family array business and have never been known as a "Bar"." This last sentence is in direct contrast to the use of the Premises.

54.6 Despite this being a tied lease (where the Defendants are required to purchase products from the Second Claimant) the Defendants propose to offer only 2 draught beers – Peroni and Kozel.

55 On 20 August 2015 I was informed by the solicitors for Southwark Council, Debra Allday, that the Defendants have previously been prosecuted under the HMO regulations. They do not have an HMO licence despite allowing 15-20 people to occupy the rooms above the trading area.

56 Ms Allday has since sent to me a letter setting out the position of the Authority and also copy documents.

- 56.1 It is noted that the Defendants remain in breach on relation to the HMO Regulations and have previously been successfully prosecuted with each of them being fined.
- 56.2 The Defendants are in breach in relation to their obligation to pay business rates and have alleged that they had leased the property to someone else. They currently owe £ [REDACTED] in this regard.
- 57 The Local Authority confirm that they remain opposed to the continual involvement of the Defendants and that they are "not considered fit and proper persons to hold a licence" (page 93).
- 58 Upon receipt of that letter I sent a further email to the Defendants' solicitors at 1403 pm today. A copy appears at page 46. I provided details of these issues and as I had not received a copy of the Application, I asked that the Defendants provide evidence in response to these allegations. Again I received no response to that email and no evidence has been provided by the Defendants.
- 59 On 20th August 2015 I received an email from the Metropolitan Police (page 90). I was informed that it is the position of the Police that the Defendants "are not suitable persons to hold a Premises Licence on Southwark Borough". Again I raised this with the Defendants' solicitors in my email of 1403 today (page 46) but I have had no response to that email.

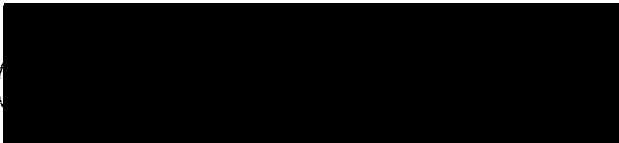
Submissions

- 60 The Defendants did not comply with the Order (made by consent) on 1 April 2015.
- 61 They did not obtain a licence and did not produce evidence as to the occupiers within the time limit required. The Defendants have had plenty of time to deal with these breaches. As 15-20 people remain in occupation at the Premises, the Defendants have not remedied the breaches set out in the Particulars of Claim.
- 62 Despite it being their pleaded case that they can obtain vacant possession from their occupiers, they have not done so.
- 63 The Defendants are operating a business from the Premises either as a bed and breakfast business or alternatively by sub-letting on tenancies. Either use of the Premises is not permitted under the terms of the Lease. The Defendants have previously been prosecuted under HMO Regulations in this regard yet despite their prosecution continue to commit an offence.
- 64 The Defendants have attempted to avoid liability for the business rates by claiming that they had let the Premises to a third party which is incorrect and presumably designed to avoid paying business rates in excess of £56,000.

65 The Local Authority and the Police do not consider the Defendants to be fit and proper persons to hold a licence.

66 Accordingly the Claimant seeks an order that the application be dismissed and that the eviction take place on 24 August 2015. The Claimant also seeks its costs of and occasioned by the eviction and this application pursuant to the contractual obligation to pay costs as set out in the Lease.

I believe that the facts stated in this witness statement are true

A large black rectangular redaction box covering the signature of the witness.

20 August 2015

(1): Claimants
(2) A Hancock
(3): Fourth
(4) 20 August 2015

CLAIM NO: A02LB339
IN THE COUNTY COURT AT LAMBETH

BETWEEN
UNIQUE PUB PROPERTIES LIMITED (1)
ENTERPRISE INNS PLC (2)
Claimants



Defendants

FOURTH WITNESS STATEMENT
OF ALISON HANCOCK ON BEHALF
OF THE CLAIMANTS

Shakespeare Martineau LLP
Once America Square
Crosswall
London EC3N 2SG
DX: 700 London City
Tel: 020 7264 4444
Fax: 020 7264 4440
Ref: AH/ENT6-740
Solicitors for the Claimants

(1): Claimants
 (2) A Hancock
 (3): Fourth
 (4) 20 August 2015

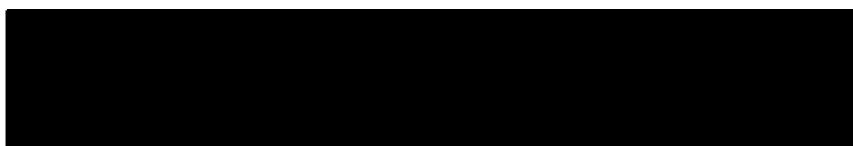
CLAIM NO: A02LB339

IN THE COUNTY COURT AT LAMBETH

BETWEEN

UNIQUE PUB PROPERTIES LIMITED (1)
 ENTERPRISE INNS PLC (2)

Claimants



Defendants

FOURTH WITNESS STATEMENT
 OF [REDACTED] ON BEHALF
 OF THE CLAIMANTS

I, ALISON HANCOCK of Shakespeare Martineau LLP, One America Square, Crosswall, London EC3N 2SG will say as follows:

- 1 I am a Chartered Legal Executive and Partner in the firm of SGH Martineau LLP at One America Square, Crosswall, London, EC3N 2SG and have the care and conduct of this matter on behalf of the Claimant.
- 2 Save where the contrary is stated, the matters to which I refer to in this statement are known to me from my personal involvement in the matter and from examination of the Claimants' records and are believed by me to be true.
- 3 This witness statement is made in response to an application by the Defendants to suspend the eviction which is currently listed for 24 August 2015. There is produced and shown to me marked AH3 a paginated bundle of documents to which I shall refer below.
- 4 The application notice was sent to me by the Court despite the assertion made by Ian Butler of the Defendant's solicitors in the application that it "had been served on the Claimant's solicitors". The email from the Court was received at 1522. I sent an email to the Claimant's solicitors at 1604 questioning why they had not served me and they subsequently sent a copy of the Notice of Application at 1605pm. They should and could have sent a copy to me when the Application

notice had been completed. Further, I have asked them to confirm that they are preparing a bundle but again they have failed to respond to that request.

5 Further, having been notified by the Defendants' solicitors that they intended to make an application, I asked them to ensure that the application was supported by fully pleaded evidence (pages 24, 43, 45, 46). No such evidence has been served. The application is simply supported by a few statements – some of which admit the breach of the Order made on 1 April 2015 – others which are bare denials. There is no witness statement in support of the application.

6 Further, I have asked them to confirm that they are preparing a bundle (page 46) but again they have failed to respond to that request.

Application Notice

7 Paragraphs 1 to 5 of the Application Notice are admitted.

8 Whilst the Defendants' solicitors deny that they are in breach of the Order in relation to the licencing application, they provide no details whatsoever despite, as is shown below, this being something which I had raised in correspondence with them on numerous occasions.

9 Paragraph 7 confirms that details were provided late and therefore in breach of the Order. Again the Defendants' solicitors have failed to provide details which have been requested in correspondence on a number of occasions.

Background

10 At the hearing on 1 April 2015 (as set out in the Consent Order drawn on 30 April 2015) a possession order was granted but suspended until 30 June 2015 to enable the Defendants to comply with certain conditions, namely:

10.1 to produce evidence that they had obtained a Premises Licence and to immediately comply with the licencing conditions. In this regard, there was a hearing listed for 9-11 June 2015 and a provision was made in the event that the hearing was adjourned due to events beyond the Defendants control;

10.2 to produce evidence that the occupiers at the Premises occupy by way of either a service tenancy or on a bed and breakfast basis.

11 The Defendants did not comply with either of the conditions details above.

Failure to obtain a Premises Licence

- 12 I note that there is simply a bare denial in the Application Notice signed by the Defendants' solicitors that the Defendants were at fault in relation to the adjournment of the licencing hearing notwithstanding my letters to them as detailed below.
- 13 In relation to the hearing for the Premises Licence, the hearing listed for 9-11 June 2015 was adjourned. On 10 June 2015 (page 6) the Defendants' solicitors informed me that, as far as they were aware, "there is no outcome as yet."
- 14 On 16 June 2015 (pages 7 to 8) I wrote to the Defendants' solicitors as I had been informed that the licencing hearing had been adjourned as the Defendants had filed late evidence suggesting a change of use of the Premises and a reduction in opening hours.
- 15 The Defendants occupy the Premises pursuant to the Lease (which remains forfeit). That Lease contains users covenants (clause 4 (17) (Page 23 of the bundle annexed to the Particulars of Claim) which require the Premises to be used as a "public house with ancillary catering and not to apply for planning permission for any change of use". The Defendants have proposed to the local authority to change the use to that of a restaurant. As such that change of use would be in breach of the Lease (were it not already forfeit). The Defendants made no attempt to contact the Claimant in relation to this proposed change of use. They have not sought permission for a change of use.
- 16 I informed the Defendants' solicitors that under the terms of the Lease the Defendants covenanted to use the Premises "only as a licensed public house with ancillary catering". I confirmed that were the Lease not already forfeit (by the service of these proceedings) a change of use would be a further breach and would result in action being taken. I confirmed that the Claimant would not allow a change of use, notwithstanding at no time had the Defendants even sought the consent of the Claimant for a change of use.
- 17 By 18 June 2015 (page 10) the Defendants' solicitors were still unable to advise me of the outcome of the Licencing hearing. Their letter of that date stated that they had tried to contact David Dadds (the solicitor dealing with the licencing hearing) but that his explanation was "unclear".
- 18 I wrote again on 23 June 2015 (Pages 11 to 12) noting that, despite requests going back to October 2014, the Defendants had still not provided evidence as to the occupiers and confirming that (notwithstanding no consent had been sought) the Claimant would not consider a change of use.

- 19 On 25 June 2015 (pages 14 to 18) the Defendants' solicitors sent to me a copy of the Consent Order dated 10 June 2015 entered into between the Defendants and Southwark Council. That Order records that the Defendants accept that there have been problems with the operation and management of the Premises, that the relationship with the Police have broken down and the partnership with the licensing authority and wider community has stalled.
- 20 Directions were given whereby the Defendants were to provide documents by 5 August 2015. The Defendants were also ordered to pay costs of £14,104.50.
- 21 In their letter of 25 June 2015 (page 14) the Defendants' solicitors suggested that there was no basis that the matter was adjourned due to the Defendants' conduct but failed to provide any explanation to support that assertion. It is noted that the Order was made on 10 June 2015 being the middle day of a 3 days hearing.
- 22 I responded on 26 June 2015 (page 19) suggesting that it was clear from the Consent Order that it was the Defendants who had accepted the breakdown of the relationship and that there had been problems with the operation and management of the premises.
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- 24 It is noted that the Application Notice gives no explanation as to why a Consent Order was only entered into on 10 June 2015.
- 25 It is noted that in a letter from Southwark Council dated 20 August 2015 (page 92) that "it is the view of the Licensing Authority that each application has been an attempt to undermine the licensing review process".

Continuing breach of the obligation not to part with possession, or underlet the Premises

- 26 It is the Claimant's pleaded case that the Defendants are in breach of clause 4 (20) (i) of the Lease in that they have assigned, underlet or parted with possession of the Premises (paragraphs 16 and 26 to 28 of the Particulars of Claim; paragraph 9 to 13 of my First Witness Statement dated 11 December 2014; paragraph 6 of the Reply to Defence; paragraphs 16 to 20 of my Second Witness Statement dated 12 January 2015; and paragraphs 12 to 15 of my Third Witness Statement dated 25 March 2015).
- 27 On 22 October 2014 the First Defendant informed me that the occupiers were his employees (notwithstanding the Premises was closed due to the revocation of the Premises Licence). In my letter of 24 October 2014 (page 40 of the bundle annexed to my First Witness Statement) I asked the Defendants to provide

evidence that the Premises were registered for HMO. I received no response. I have today been informed by Southwark Council that the Defendants have been prosecuted under HMO legislation. In this regard I refer to the letter from Southwark Council dated 20 August 2015 (pages 91 to 132) and In particular pages 91 to 93 which set out the history of their involvement with the Defendants and the action taken against them.

- 28 It is the Defendants pleaded case that they admit to "granting a sub licence of the Premises" but state that they are "In a possession to retake possession of the premises and thereby cure the breach complained of" (paragraph 5 of the Defence dated 15 December 2014). Despite this assertion 15-20 unauthorised occupiers remain In occupation of the Premises In breach of the Lease and HMO Regulations.
- 29 In the Defendants' Replies to the CPR Part 18 Response, they provide details only of a licence granted to a Sergio Soares (a copy of which appears at pages 114 to 119 of the bundle annexed to the Particulars of Claim). When asked how that licence was determined, the Defendants responded "The licensee did not enter into possession of the property and the Defendants therefore did not give up possession".
- 30 In response to the request to provide details of "licences or agreements pursuant to which all occupiers currently occupy the Premises", the Defendants responded by stating "None of the occupiers have written agreements" and as to "when the Premises will be vacant of all occupiers", the Defendants responded "None of the occupiers have security of tenancy that will prevent the Defendant from gaining possession". It is noted that the Defendants failed to plead exactly who was in occupation; how long they had been there or on what basis.
- 31 Enquiry agents had confirmed to me that some of the occupiers had been there since 2012.
- 32 In his witness statement of 25 March 2015, the First Defendant stated at paragraph 7 that "I have never parted with possession of the property". If that is the case, then the Defendants should have received notice of the eviction originally listed for 10 August 2015 which the Bailiff should have hand delivered to the Premises.
- 33 At paragraph 8 he says "I accept that there are currently a number of bed and breakfast people staying above Banana Bar. I provide them with a bed and breakfast service and they pay me for their rooms on a daily basis. I pick up money from them every two or three days. None of the people living above the bar have any written agreements and do not have security of tenure. I will therefore be able to evict them as I wish". This statement is in direct contrast to the conversation I had with the First Defendant on 22 October 2014.

- 34 Further, the Defendants have not evicted them "as they wish". They remain in occupation.
- 35 On 20 April 2015 (page 1) I wrote to the Defendants' solicitors in relation to the unauthorised occupiers at the Premises. It had been suggested to me by representatives of the Defendants at the hearing on 1 April 2015 that the occupiers were either employees of the Defendants or bed and breakfast occupiers. Despite the First Defendant being in attendance at that hearing, the position was not made clear by the Defendants. I therefore asked for clarification and reminded the Defendants' solicitors that some of the occupiers had been in occupation since at least 2012.
- 36 On 1 June 2015 (page 4) I wrote again to the Defendants' solicitors in relation to the occupiers. A reminder letter was sent on 8 June 2015 (page 5). On 10 June 2015 I was advised by the Defendants' solicitors that they were waiting instructions from the Defendants (page 6).
- 37 I noted in my letter of 16 June 2015 (pages 7 to 8) that I had still not received any confirmation as to who was in occupation or upon what basis. In their letter of 18 June 2015 (page 10) the Defendants' solicitors confirmed that they had reminded the Defendants to provide details of the occupiers.
- 38 I responded on 23 June 2015 (pages 11 to 12) reminding the Defendants' solicitors that I had been asking for this information since October 2014 and it was still not forthcoming.
- 39 The Defendants failed to comply with paragraph 5.3 of the Order of 1 April 2015 (drawn 30 April 2015) despite the correspondence with their solicitors. On 6 July 2015 (page 24) I confirmed to their solicitors that as they were in breach, the warrant has been sent to the Court. I also noted that if any application was to be made, it should be supported by fully pleaded evidence.
- 40 On 13 July 2015 I received a letter dated 9 July 2015 (page 25) from the Defendants' solicitors. That letter had purportedly been sent by email on 9 July 2015 but the email address quoted was incorrect and was not received by email on that date. The letter alleged that there was no written agreement in relation to the Premises and that the Defendants were obtaining "what evidence he can". That letter was 9 days after the deadline to provide evidence had expired.
- 41 I responded on 13 July 2015 (page 26). I asked for a full explanation as to the alleged bed and breakfast arrangement and asked why some occupiers had been in residence for many years. The Defendants have never answered that question. I note that their Application Notice still fails to address this issue.

- 42 I then received later on 13 July 2015 I received a letter dated 10 July 2015 (pages 27 to 36) from the Defendants' solicitors. That letter had purportedly been sent by email on 10 July 2015 but the email address quoted was incorrect and was not received by email on that date. That letter enclosed "confirmation letters from various occupiers of the property".
- 42.1 The letter was not received until 14 July 2015 and therefore was out of time;
- 42.2 The letter enclosed 9 pro forma pre-printed letters stating that the occupiers occupied on a bed and breakfast basis;
- 42.3 Those pro forma letters were dated 6 July 2015 - after the deadline set out in the Consent Order had expired.
- 43 I note that it is admitted in the Application Notice that these documents were served out of time.
- 44 My response of 14 July 2015 (pages 37 to 38) raised various questions in relation to the occupiers. I confirmed that the Lease does not allow the Premises to be run as a bed and breakfast business. I also commented that no evidence had been provided to suggest that the Premises was licensed under the HMO regulations (something I had previously asked in my letter of 24 October 2014 (page 40 of the bundle annexed to my Witness Statement of 11 December 2014). The Defendants' solicitors have not responded to my letters of 13 or 14 July 2015 - save to say in their letter of 14 July 2015 (page 39) that they are instructed that the properties are let on a B&B basis - nor has any evidence been provided as to the extended occupation of the residents or the HMO issues.
- 45 The eviction was listed for 10 August 2015. Indy Kenth of the Claimant company attended the Premises on 10 August 2015 along with the Bailiff. I spoke with him at approximately 1pm and he informed me that there were 15-20 residential occupiers in the residential part of the Premises above the trading area. Some were present although others were out. They were claiming that they had tenancy agreements. As such, and in light of the potential breach of the peace, the Bailiffs were not prepared to complete the eviction. I had in any event provided details of the occupiers to the Court approximately 10 days prior to the eviction but it appears that they had failed to take this information into consideration.
- 46 After the aborted eviction on 10 August 2015, I wrote to each of the occupiers (named in the "Bed and Breakfast Confirmation letter provided by the Defendants" explaining that there was a possession order and that my client required vacant possession of the Premises (page 40A - the same letter was sent to all those

named occupiers). I confirmed in that letter a bed and breakfast occupancy (which is what had been alleged) did not confer any rights to remain.

47 On Tuesday 11 August 2015 I received a number of calls from a [REDACTED] I assume that this is [REDACTED] who occupies room 14). He claimed that he lived at the Premises and had done so for four years. He told me that [REDACTED] had provided him with a tenancy agreement and that he was paying rent to Mr Rodrigues. I asked why he had signed a document (which had been sent to me by the Defendants' solicitors) stating that he was a bed and breakfast occupier. He told me that Candido Rodrigues had made him sign this. I asked him to send to me a copy of his tenancy agreement although to date he has not done so. I suggested to [REDACTED] that he should contact the local authority if he needed rehousing. Mr Americo stated that he and the other occupiers needed 2-3 days to remove their belongings. Having taken instructions I contacted [REDACTED] and confirmed that the Claimant would allow until Friday 14 August 2015 for them to vacate the Premises. [REDACTED] stated that he would tell the other occupiers.

48 On 12 August 2015 (page 40B) I wrote again to [REDACTED] asking for a copy of his tenancy agreement. To date I have had no response.

49 On Tuesday 11 August 2015 I also received a call from Manuel (I assume this Manuel Capela who occupies room 13D). He also explained that he had a tenancy agreement with Candido Rodrigues. He refused to leave the Premises and I advised him that the Bailiffs would have no choice but to evict. I also informed him that the Bailiffs were arranging for the Police to be in attendance at the eviction on 24 August 2015.

50 On Friday 14 August 2015 I received a call from [REDACTED] who was very irate. He said he had tried to contact the First Defendant whom he described as a "villain". I explained that the Claimant had a possession order and he was required to vacate. I informed him that the Bailiffs were arranging for the Police to be in attendance at the eviction on 24 August 2015.

51 On 18 August 2015 (page 41) the Defendants' solicitors wrote to me in relation to the eviction. I responded on 19 August 2015 (pages 42 to 43). I outlined the contact that I had had with the occupiers. I stated that if there was to be application then I expected to see evidence to support the Defendants' position. It is noted that the Defendants and their solicitors have failed to take the contents of this letter into account when they made the application today.

52 On 19 August 2015 at 4.59pm (page 44) I received a letter from the Defendants' solicitors stating that there would be an application. I responded at 5.08pm by

email (page 45) stating that I awaited a copy of the application and evidence in support. I had of course been asking the Defendants for evidence since October 2014. I have had no response to that email.

53 I have also been in contact with Southwark Council who have forwarded to me a copy of the Defendants' application in relation to the Licence. A copy appears at pages 47 to 89. Whilst the documents are not dated, I assume that they were served by the Defendants by 5 August 2015 being the date in the Order (in the licencing proceedings). I am therefore surprised that the Defendants had not sent these to me.

54 Despite repeatedly confirming to the Defendants' solicitors that the Claimant will not consent to a change of use, the Defendants have put forward proposals to change the use of the Premises from a public house to a restaurant.

54.1 They have reduced the opening hours;

54.2 They state that "no more than twenty persons shall be permitted to use the designated bar area".

54.3 They state that "other than the designated bar area, alcohol shall only be served ancillary to a table meal".

54.4 The business plan refers to them providing "highest quality food and service in Camberwell".

54.5 They will offer "a full array of mixed drinks, beers and wines... with a full bar area ... to enjoy a drink whilst waiting for a table, or a friendly place to meet and talk before dinner. We are a family array business and have never been known as a "Bar"." This last sentence is in direct contrast to the use of the Premises.

54.6 Despite this being a tied lease (where the Defendants are required to purchase products from the Second Claimant) the Defendants propose to offer only 2 draught beers – Peroni and Kozel.

55 On 20 August 2015 I was informed by the solicitors for Southwark Council, Debra Allday, that the Defendants have previously been prosecuted under the HMO regulations. They do not have an HMO licence despite allowing 15-20 people to occupy the rooms above the trading area.

56 Ms Allday has since sent to me a letter setting out the position of the Authority and also copy documents.

- 56.1 It is noted that the Defendants remain in breach on relation to the HMO Regulations and have previously been successfully prosecuted with each of them being fined.
- 56.2 The Defendants are in breach in relation to their obligation to pay business rates and have alleged that they had leased the property to someone else. They currently owe £56,238.39 in this regard.
- 57 The Local Authority confirm that they remain opposed to the continual involvement of the Defendants and that they are "not considered fit and proper persons to hold a licence" (page 93).
- 58 Upon receipt of that letter I sent a further email to the Defendants' solicitors at 1403 pm today. A copy appears at page 46. I provided details of these issues and as I had not received a copy of the Application, I asked that the Defendants provide evidence in response to these allegations. Again I received no response to that email and no evidence has been provided by the Defendants.
- 59 On 20th August 2015 I received an email from the Metropolitan Police (page 90). I was informed that it is the position of the Police that the Defendants "are not suitable persons to hold a Premises Licence on Southwark Borough". Again I raised this with the Defendants' solicitors in my email of 1403 today (page 46) but I have had no response to that email.

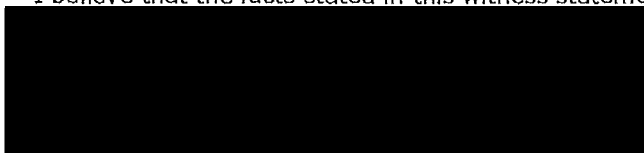
Submissions

- 60 The Defendants did not comply with the Order (made by consent) on 1 April 2015.
- 61 They did not obtain a licence and did not produce evidence as to the occupiers within the time limit required. The Defendants have had plenty of time to deal with these breaches. As 15-20 people remain in occupation at the Premises, the Defendants have not remedied the breaches set out in the Particulars of Claim.
- 62 Despite it being their pleaded case that they can obtain vacant possession from their occupiers, they have not done so.
- 63 The Defendants are operating a business from the Premises either as a bed and breakfast business or alternatively by sub-letting on tenancies. Either use of the Premises is not permitted under the terms of the Lease. The Defendants have previously been prosecuted under HMO Regulations in this regard yet despite their prosecution continue to commit an offence.
- 64 The Defendants have attempted to avoid liability for the business rates by claiming that they had let the Premises to a third party which is incorrect and presumably designed to avoid paying business rates in excess of £56,000.

65 The Local Authority and the Police do not consider the Defendants to be fit and proper persons to hold a licence.

66 Accordingly the Claimant seeks an order that the application be dismissed and that the eviction take place on 24 August 2015. The Claimant also seeks its costs of and occasioned by the eviction and this application pursuant to the contractual obligation to pay costs as set out in the Lease.

I believe that the facts stated in this witness statement are true



20 August 2015

(1): Claimants
(2) A Hancock
(3): Fourth
(4) 20 August 2015

CLAIM NO: A02LB339
IN THE COUNTY COURT AT LAMBETH

BETWEEN
UNIQUE PUB PROPERTIES LIMITED (1)
ENTERPRISE INNS PLC (2)
Claimants
And
Mr CANDIDO PEREIRA RODRIGUES (1)
MR ABILIO PEREIRA RODRIGUES (2)
Defendants

FOURTH WITNESS STATEMENT
OF ALISON HANCOCK ON BEHALF
OF THE CLAIMANTS

Shakespeare Martineau LLP
Once America Square
Crosswall
London EC3N 2SG
DX: 700 London City
Tel: 020 7264 4444
Fax: 020 7264 4440
Ref: AH/ENT6-740
Solicitors for the Claimants

(1): Claimants
 (2) A Hancock
 (3): Fourth
 (4) 20 August 2015

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Claimants

And



Defendants

FOURTH WITNESS STATEMENT
 OF [REDACTED] ON BEHALF
 OF THE CLAIMANTS

I, ALISON HANCOCK of Shakespeare Martineau LLP, One America Square, Crosswall, London EC3N 2SG will say as follows:

- 1 I am a Chartered Legal Executive and Partner in the firm of SGH Martineau LLP at One America Square, Crosswall, London, EC3N 2SG and have the care and conduct of this matter on behalf of the Claimant.
- 2 Save where the contrary is stated, the matters to which I refer to in this statement are known to me from my personal involvement in the matter and from examination of the Claimants' records and are believed by me to be true.
- 3 This witness statement is made in response to an application by the Defendants to suspend the eviction which is currently listed for 24 August 2015. There is produced and shown to me marked AH3 a paginated bundle of documents to which I shall refer below.
- 4 The application notice was sent to me by the Court despite the assertion made by Ian Butler of the Defendant's solicitors in the application that it "had been served on the Claimant's solicitors". The email from the Court was received at 1522. I sent an email to the Claimant's solicitors at 1604 questioning why they had not served me and they subsequently sent a copy of the Notice of Application at 1605pm. They should and could have sent a copy to me when the Application

notice had been completed. Further, I have asked them to confirm that they are preparing a bundle but again they have failed to respond to that request.

- 5 Further, having been notified by the Defendants' solicitors that they intended to make an application, I asked them to ensure that the application was supported by fully pleaded evidence (pages 24, 43, 45, 46). No such evidence has been served. The application is simply supported by a few statements – some of which admit the breach of the Order made on 1 April 2015 – others which are bare denials. There is no witness statement in support of the application.
- 6 Further, I have asked them to confirm that they are preparing a bundle (page 46) but again they have failed to respond to that request.

Application Notice

- 7 Paragraphs 1 to 5 of the Application Notice are admitted.
- 8 Whilst the Defendants' solicitors deny that they are in breach of the Order in relation to the licencing application, they provide no details whatsoever despite, as is shown below, this being something which I had raised in correspondence with them on numerous occasions.
- 9 Paragraph 7 confirms that details were provided late and therefore in breach of the Order. Again the Defendants' solicitors have failed to provide details which have been requested in correspondence on a number of occasions.

Background

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- 10.1 to produce evidence that they had obtained a Premises Licence and to immediately comply with the licencing conditions. In this regard, there was a hearing listed for 9-11 June 2015 and a provision was made in the event that the hearing was adjourned due to events beyond the Defendants control;
- 10.2 to produce evidence that the occupiers at the Premises occupy by way of either a service tenancy or on a bed and breakfast basis.
- 11 The Defendants did not comply with either of the conditions details above.

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- 12 I note that there is simply a bare denial in the Application Notice signed by the Defendants' solicitors that the Defendants were at fault in relation to the adjournment of the licencing hearing notwithstanding my letters to them as detailed below.
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evidence that the Premises were registered for HMO. I received no response. I have today been informed by Southwark Council that the Defendants have been prosecuted under HMO legislation. In this regard I refer to the letter from Southwark Council dated 20 August 2015 (pages 91 to 132) and in particular pages 91 to 93 which set out the history of their involvement with the Defendants and the action taken against them.

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- 33 At paragraph 8 he says "I accept that there are currently a number of bed and breakfast people staying above Banana Bar. I provide them with a bed and breakfast service and they pay me for their rooms on a daily basis. I pick up money from them every two or three days. None of the people living above the bar have any written agreements and do not have security of tenure. I will therefore be able to evict them as I wish". This statement is in direct contrast to the conversation I had with the First Defendant on 22 October 2014.

- 34 Further, the Defendants have not evicted them "as they wish". They remain in occupation.
- 35 On 20 April 2015 (page 1) I wrote to the Defendants' solicitors in relation to the unauthorised occupiers at the Premises. It had been suggested to me by representatives of the Defendants at the hearing on 1 April 2015 that the occupiers were either employees of the Defendants or bed and breakfast occupiers. Despite the First Defendant being in attendance at that hearing, the position was not made clear by the Defendants. I therefore asked for clarification and reminded the Defendants' solicitors that some of the occupiers had been in occupation since at least 2012.
- 36 On 1 June 2015 (page 4) I wrote again to the Defendants' solicitors in relation to the occupiers. A reminder letter was sent on 8 June 2015 (page 5). On 10 June 2015 I was advised by the Defendants' solicitors that they were waiting instructions from the Defendants (page 6).
- 37 I noted in my letter of 16 June 2015 (pages 7 to 8) that I had still not received any confirmation as to who was in occupation or upon what basis. In their letter of 18 June 2015 (page 10) the Defendants' solicitors confirmed that they had reminded the Defendants to provide details of the occupiers.
- 38 I responded on 23 June 2015 (pages 11 to 12) reminding the Defendants' solicitors that I had been asking for this information since October 2014 and it was still not forthcoming.
- 39 The Defendants failed to comply with paragraph 5.3 of the Order of 1 April 2015 (drawn 30 April 2015) despite the correspondence with their solicitors. On 6 July 2015 (page 24) I confirmed to their solicitors that as they were in breach, the warrant has been sent to the Court. I also noted that if any application was to be made, it should be supported by fully pleaded evidence.
- 40 On 13 July 2015 I received a letter dated 9 July 2015 (page 25) from the Defendants' solicitors. That letter had purportedly been sent by email on 9 July 2015 but the email address quoted was incorrect and was not received by email on that date. The letter alleged that there was no written agreement in relation to the Premises and that the Defendants were obtaining "what evidence he can". That letter was 9 days after the deadline to provide evidence had expired.
- 41 I response on 13 July 2015 (page 26). I asked for a full explanation as to the alleged bed and breakfast arrangement and asked why some occupiers had been in residence for many years. The Defendants have never answered that question. I note that their Application Notice still fails to address this issue.

- 42 I then received later on 13 July 2015 I received a letter dated 10 July 2015 (pages 27 to 36) from the Defendants' solicitors. That letter had purportedly been sent by email on 10 July 2015 but the email address quoted was incorrect and was not received by email on that date. That letter enclosed "confirmation letters from various occupiers of the property".
- 42.1 The letter was not received until 14 July 2015 and therefore was out of time;
- 42.2 The letter enclosed 9 pro forma pre-printed letters stating that the occupiers occupied on a bed and breakfast basis;
- 42.3 Those pro forma letters were dated 6 July 2015 - after the deadline set out in the Consent Order had expired.
- 43 I note that it is admitted in the Application Notice that these documents were served out of time.
- 44 My response of 14 July 2015 (pages 37 to 38) raised various questions in relation to the occupiers. I confirmed that the Lease does not allow the Premises to be run as a bed and breakfast business. I also commented that no evidence had been provided to suggest that the Premises was licensed under the HMO regulations (something I had previously asked in my letter of 24 October 2014 (page 40 of the bundle annexed to my Witness Statement of 11 December 2014). The Defendants' solicitors have not responded to my letters of 13 or 14 July 2015 - save to say in their letter of 14 July 2015 (page 39) that they are instructed that the properties are let on a B&B basis - nor has any evidence been provided as to the extended occupation of the residents or the HMO issues.
- 45 The eviction was listed for 10 August 2015. Indy Kenth of the Claimant company attended the Premises on 10 August 2015 along with the Bailiff. I spoke with him at approximately 1pm and he informed me that there were 15-20 residential occupiers in the residential part of the Premises above the trading area. Some were present although others were out. They were claiming that they had tenancy agreements. As such, and in light of the potential breach of the peace, the Bailiffs were not prepared to complete the eviction. I had in any event provided details of the occupiers to the Court approximately 10 days prior to the eviction but it appears that they had failed to take this information into consideration.
- 46 After the aborted eviction on 10 August 2015, I wrote to each of the occupiers (named in the "Bed and Breakfast Confirmation letter provided by the Defendants" explaining that there was a possession order and that my client required vacant possession of the Premises (page 40A - the same letter was sent to all those

named occupiers). I confirmed in that letter a bed and breakfast occupancy (which is what had been alleged) did not confer any rights to remain.

- 47 On Tuesday 11 August 2015 I received a number of calls from a "Mr Americo" (I assume that this is Americo Fires Dos Anjos Nascimento who occupies room 14). He claimed that he lived at the Premises and had done so for four years. He told me that Candido Rodrigues had provided him with a tenancy agreement and that he was paying rent to Mr Rodrigues. I asked why he had signed a document (which had been sent to me by the Defendants' solicitors) stating that he was a bed and breakfast occupier. He told me that Candido Rodrigues had made him sign this. I asked him to send to me a copy of his tenancy agreement although to date he has not done so. I suggested to "Mr Americo" that he should contact the local authority if he needed rehousing. Mr Americo stated that he and the other occupiers needed 2-3 days to remove their belongings. Having taken instructions I contacted "Mr Americo" and confirmed that the Claimant would allow until Friday 14 August 2015 for them to vacate the Premises. Mr Americo stated that he would tell the other occupiers.
- 48 On 12 August 2015 (page 40B) I wrote again to Americo Fires Dos Anjos Nascimento asking for a copy of his tenancy agreement. To date I have had no response.
- 49 On Tuesday 11 August 2015 I also received a call from Manuel (I assume this Manuel Capela who occupies room 13D). He also explained that he had a tenancy agreement with Candido Rodrigues. He refused to leave the Premises and I advised him that the Bailiffs would have no choice but to evict. I also informed him that the Bailiffs were arranging for the Police to be in attendance at the eviction on 24 August 2015.
- 50 On Friday 14 August 2015 I received a call from Mr Casquinha who was very irate. He said he had tried to contact the First Defendant whom he described as a "villain". I explained that the Claimant had a possession order and he was required to vacate. I informed him that the Bailiffs were arranging for the Police to be in attendance at the eviction on 24 August 2015.
- 51 On 18 August 2015 (page 41) the Defendants' solicitors wrote to me in relation to the eviction. I responded on 19 August 2015 (pages 42 to 43). I outlined the contact that I had had with the occupiers. I stated that if there was to be application then I expected to see evidence to support the Defendants' position. It is noted that the Defendants and their solicitors have failed to take the contents of this letter into account when they made the application today.
- 52 On 19 August 2015 at 4.59pm (page 44) I received a letter from the Defendants' solicitors stating that there would be an application. I responded at 5.08pm by

email (page 45) stating that I awaited a copy of the application and evidence in support. I had of course been asking the Defendants for evidence since October 2014. I have had no response to that email.

53 I have also been in contact with Southwark Council who have forwarded to me a copy of the Defendants' application in relation to the Licence. A copy appears at pages 47 to 89. Whilst the documents are not dated, I assume that they were served by the Defendants by 5 August 2015 being the date in the Order (in the licencing proceedings). I am therefore surprised that the Defendants had not sent these to me.

54 Despite repeatedly confirming to the Defendants' solicitors that the Claimant will not consent to a change of use, the Defendants have put forward proposals to change the use of the Premises from a public house to a restaurant.

54.1 They have reduced the opening hours;

54.2 They state that "no more than twenty persons shall be permitted to use the designated bar area".

54.3 They state that "other than the designated bar area, alcohol shall only be served ancillary to a table meal".

54.4 The business plan refers to them providing "highest quality food and service in Camberwell".

54.5 They will offer "a full array of mixed drinks, beers and wines... with a full bar area ... to enjoy a drink whilst waiting for a table, or a friendly place to meet and talk before dinner. We are a family array business and have never been known as a "Bar"." This last sentence is in direct contrast to the use of the Premises.

54.6 Despite this being a tied lease (where the Defendants are required to purchase products from the Second Claimant) the Defendants propose to offer only 2 draught beers – Peroni and Kozel.

55 On 20 August 2015 I was informed by the solicitors for Southwark Council, Debra Allday, that the Defendants have previously been prosecuted under the HMO regulations. They do not have an HMO licence despite allowing 15-20 people to occupy the rooms above the trading area.

56 Ms Allday has since sent to me a letter setting out the position of the Authority and also copy documents.

- 56.1 It is noted that the Defendants remain in breach on relation to the HMO Regulations and have previously been successfully prosecuted with each of them being fined.
- 56.2 The Defendants are in breach in relation to their obligation to pay business rates and have alleged that they had leased the property to someone else. They currently owe £56,238.39 in this regard.
- 57 The Local Authority confirm that they remain opposed to the continual involvement of the Defendants and that they are "not considered fit and proper persons to hold a licence" (page 93).
- 58 Upon receipt of that letter I sent a further email to the Defendants' solicitors at 1403 pm today. A copy appears at page 46. I provided details of these issues and as I had not received a copy of the Application, I asked that the Defendants provide evidence in response to these allegations. Again I received no response to that email and no evidence has been provided by the Defendants.
- 59 On 20th August 2015 I received an email from the Metropolitan Police (page 90). I was informed that it is the position of the Police that the Defendants "are not suitable persons to hold a Premises Licence on Southwark Borough". Again I raised this with the Defendants' solicitors in my email of 1403 today (page 46) but I have had no response to that email.

Submissions

- 60 The Defendants did not comply with the Order (made by consent) on 1 April 2015.
- 61 They did not obtain a licence and did not produce evidence as to the occupiers within the time limit required. The Defendants have had plenty of time to deal with these breaches. As 15-20 people remain in occupation at the Premises, the Defendants have not remedied the breaches set out in the Particulars of Claim.
- 62 Despite it being their pleaded case that they can obtain vacant possession from their occupiers, they have not done so.
- 63 The Defendants are operating a business from the Premises either as a bed and breakfast business or alternatively by sub-letting on tenancies. Either use of the Premises is not permitted under the terms of the Lease. The Defendants have previously been prosecuted under HMO Regulations in this regard yet despite their prosecution continue to commit an offence.
- 64 The Defendants have attempted to avoid liability for the business rates by claiming that they had let the Premises to a third party which is incorrect and presumably designed to avoid paying business rates in excess of [REDACTED]

- 65 The Local Authority and the Police do not consider the Defendants to be fit and proper persons to hold a licence.
- 66 Accordingly the Claimant seeks an order that the application be dismissed and that the eviction take place on 24 August 2015. The Claimant also seeks its costs of and occasioned by the eviction and this application pursuant to the contractual obligation to pay costs as set out in the Lease.

I believe that the facts stated in this witness statement are true

A large black rectangular redaction box covering the signature of the witness.

20 August 2015

(1): Claimants
(2) A Hancock
(3): Fourth
(4) 20 August 2015

CLAIM NO: A02LB339
IN THE COUNTY COURT AT LAMBETH

BETWEEN
UNIQUE PUB PROPERTIES LIMITED (1)
ENTERPRISE INNS PLC (2)
Claimants
And
Mr CANDIDO PEREIRA RODRIGUES (1)
MR ABILIO PEREIRA RODRIGUES (2)
Defendants

FOURTH WITNESS STATEMENT
OF ALISON HANCOCK ON BEHALF
OF THE CLAIMANTS

Shakespeare Martineau LLP
Once America Square
Crosswall
London EC3N 2SG
DX: 700 London City
Tel: 020 7264 4444
Fax: 020 7264 4440
Ref: AH/ENT6-740
Solicitors for the Claimants

(1): Claimants
(2) A Hancock
(3): Fourth
(4) 20 August 2015

CLAIM NO: A02LB339

IN THE COUNTY COURT AT LAMBETH

BETWEEN

UNIQUE PUB PROPERTIES LIMITED (1)
ENTERPRISE INNS PLC (2)

Claimants

And

Mr CANDIDO PEREIRA RODRIGUES (1)
MR ABILIO PEREIRA RODRIGUES (2)

Defendants

FOURTH WITNESS STATEMENT
OF ALISON HANCOCK ON BEHALF
OF THE CLAIMANTS

This is the exhibit marked AH3 referred to in the Witness Statement of Alison Hancock
dated 20 August 2015

Hanne&Co

SOLICITORS & NOTARY PUBLIC

Company Law
Family & Divorce
Child Care Law
Criminal Law & Fraud
Notary Public

Commercial Property
Employment Law
Housing Law
Conveyancing
Wills, Probate & Trusts

SGH Martineau LLP
DX 700 LONDON/CITY

Your ref: AH ENT6-740
Our ref: IB/ROD0030-001

Also by email: alison.hancock@sghmartineau.com

1 May 2015

Dear Sirs

Re: Unique Pub Properties Limited and Enterprise Inns PLC v Rodrigues - Claim No. A02LB339

We refer to your letter of 30 April 2015.

Firstly, we note your reference to a payment having been received from Pazzia Ltd. This is clearly the payment (in the sum of £3,784.57) due by 1 May 2015.

As we have explained to you on several occasions, Pazzia Ltd is a company owned by our client and accordingly, it is perfectly reasonable for this to be accepted. However, irrespective of this, we shall advise our client to make another payment.

Further, with regard to your reference to a conversation concerning damages between your Ms Hancox and Counsel at the hearing on 1 April 2015, we note your suggestion that your client's offer was neither accepted nor rejected and no counter offer was made.

We have now had an opportunity to discuss this matter with Counsel and understand that both are incorrect. Firstly, your client's offer (in the sum of £25,000) was rejected. Further, a counter offer (in the sum of £3,100) was made.

With regard to the former, we should be grateful if you would clarify the basis of this offer. We understand that Counsel asked for clarification of this at the hearing but you were unable to provide it.

As we trust you will appreciate, given that this particular issue has been listed for a hearing and, indeed, that there is a direction that witness statements be filed by 1 June 2015, it would be sensible if the parties at least attempt to settle the issue beforehand. Clearly, we shall be unable to advise our client until we receive a response to this letter.

We should be grateful if you would take further instructions and revert to us as soon as possible.

We look forward to hearing from you.

Yours faithfully

~~HANNE & CO~~
Sue Harlow
Liz Francis
David Taylor
Claire Martin

Grainne Fahy
Jackie Pearce
Lorna Cservenka
Anna Gowen
Simon Cozler

Hanne & Co Solicitors
St. John's Chambers
10 St. John's Hill
London SW11 1TN
DX 58550 Clapham Junction

T 020 7228 0017
F 020 7326 8300
M 07710 454 125 (24hr Crime)
E info@hanne.co.uk
www.hanne.co.uk

Our ref: AH/jxr/ENT6-740
 When telephoning please ask for: Allson Hancock
 (Direct dial: 020 7264 4506, Email: allson.hancock@sghmartineau.com)
 Your ref: IB/ROD0030-001
Please Reply to our London Office

Ian Butler
 Hanne & Co
 DX 58550 Clapham Junction

And by email: ian@hanne.co.uk

1 June 2015

Dear Sirs

Unique Pub Properties Limited and Enterprise Inns Plc -v- Candido Pereira Rodrigues and Abilio Pereira Rodrigues
Claim No. A02LB339

We refer to previous correspondence.

We are instructed that our client will accept damages pursuant to paragraph 2.3 of the Consent Order dated 1 April 2015 (drawn 30 April 2015) in the sum of £3,800 being the sum stated in your client's Witness Statement served today with the sum of £95 per week thereafter. We await payment of the £3,800 by return. A draft Consent Order in this regard is enclosed.

We note that we have still not received any evidence from your clients as to exactly who occupies our client's premises or on what basis. Your clients offered to provide this on 1 April 2015 yet two months later they have still failed or refused to do so. Obviously this is a condition of your clients being granted relief from forfeiture (along with payment of outstanding sums) and the licence being reinstated. If such evidence is not forthcoming then we anticipate that we will be instructed to issue a warrant for possession on 30 June 2015.

Yours faithfully


 SGH Martineau LLP

Enc



Our ref: AH/jxr/ENT6-740
 When telephoning please ask for: Allison Hancock
 (Direct dial: 020 7264 4506, Email: alison.hancock@sghmartineau.com)
 Your ref: IB/ROD0030-001
Please Reply to our London Office

Ian Butler
 Hanne & Co
 DX 58550 Clapham Junction

And by email: ian@hanne.co.uk

8 June 2015

Dear Sirs

**Unique Pub Properties Limited and Enterprise Inns Plc -v- Candido Pereira Rodrigues and Abilio Pereira Rodrigues
 Claim No. A02LB339**

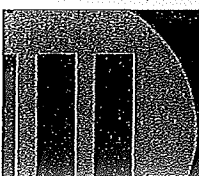
We refer to our unanswered letter of 1 June 2015 and note that we have not yet received the signed Consent Order. Please provide this by return.

In the meantime, yet again your clients have failed to make the payment on the 1st of the month as required under the Order of 16 December 2014. Unless this sum is received immediately we reserve our client's right to enforce the Judgment without further notice to you or to your clients.

Yours faithfully


 SGH Martineau LLP

SGH Martineau LLP is a Limited Liability Partnership registered in England & Wales (registration number OC300228) and authorised and regulated by the Solicitors Regulation Authority (SRA number 347123). The registered office is One America Square, Crosswall, London EC3N 2SQ.



Birmingham Office
 No 1 Colmore Square
 Birmingham
 B4 6AA
 T: 0800 763 1000
 F: 0800 763 1001
 C: 721090 Birmingham 43

London Office
 One America Square
 Crosswall
 London
 EC3N 2SQ
 T: 020 7264 4444
 F: 020 7264 4440
 C: 700 London City

Brussels Office
 Avenue Marnix 20
 1000 Brussels
 Belgium
 T: 32(0)2 204 44 00
 F: 32(0)2 204 44 99

International 44(0)870 763 2000
 Web: www.sghmartineau.com

A list of members is open to inspection at all offices

Hanne&Co

SOLICITORS & NOTARY PUBLIC

Company Law
 Family & Divorce
 Child Care Law
 Criminal Law & Fraud
 Notary Public

Commercial Property
 Employment Law
 Housing Law
 Conveyancing
 Wills, Probate & Trusts

SGH Martineau LLP
 DX 700 LONDON/CITY

Your ref: AH ENT6-740
 Our ref: IB/ROD0030-001

Also by email: alison.hancock@sghmartineau.com

10 June 2015

Dear Sirs

**Re: Unique Pub Properties Limited and Enterprise Inns PLC -v- Rodrigues
 Claim No. A02LB339**

We refer to your letter of 8 June 2015.

Firstly, further to your letter of 1 June, we confirm that we are awaiting instructions. We do, of course, appreciate that the sum referred to in your letter was that referred to in our client's witness statement. However, we do require formal instructions to sign the Consent Order on his behalf.

In this regard, we confirm that we have left voicemail messages for him both yesterday and today (9 and 10 June). Please note that the solicitor dealing with this matter was away from the office until yesterday.

Further, and further to your subsequent email sent yesterday (9 June), you will note that the licensing appeal hearing was listed on 9-11 June. Accordingly, as far as we are aware, there is no outcome as yet. Furthermore, the ongoing hearing may explain why we have been unable to contact our client.

We shall revert to you as soon as possible.

Yours faithfully

HANNE & CO

Martyn Meadows
 Sue Harlow
 Liz Francis
 David Taylor
 Claire Martin

Grainne Fahy
 Jackie Pearce
 Lorna Cservenka
 Anna Gowen
 Simon Cozier

Hanne & Co Solicitors
 St. John's Chambers
 10 St. John's Hill
 London SW11 1TN
 DX 58550 Clapham Junction

T 020 7228 0017
 F 020 7326 8300
 M 07710 464 125 (24hr Crime)
 E info@hanne.co.uk
www.hanne.co.uk



This matter is being dealt with by
Alison Hancock

Shakespeare Martineau LLP
One America Square
Crosswall
London EC3N 2SG
DX 700 London City
T +44 (0)207 264 4444

Ian Butler
Hanne & Co

Our ref: AH/NZP/ENT6-740
Your ref: IB/ROD0030-001

DX: 58550 Clapham Junction

16 June 2015

And by email: ian@hanne.co.uk

Dear Sirs

**Unique Pub Properties Limited and Enterprise Inns Plc -v- Candido Pereira Rodrigues and
Abilio Pereira Rodrigues
Claim No. A02LB339**

We refer to previous correspondence and enclose copy Order dealing with the change of name of this firm from Shakespeare Martineau.

Licensing

We note that you have not updated us in relation to the Licensing Appeal which was heard last week.

We have been informed that the appeal lodged by your client has been adjourned until a date in September. We are advised that the reason for this delay was due to the late filing of evidence by your clients suggesting that they wished to change the use of the Premises and to reduce the opening hours.

It would appear that this delay is as a direct result of your clients failing to deal with the appeal in a reasonable and timely manner. You will recall that in these proceedings, your clients were required to remedy the breaches by the end of June 2015 and it is clear that they will not do so. As such, we anticipate being instructed to apply for a Warrant in relation to the Consent Order. It is of course open to your clients to provide evidence that the delay was not as a result of their conduct in that matter.

Purported change of use

Further, we refer you to the terms of your client's Lease. Under clause 4 (17) (page 23 of the bundle annexed to the Particulars of Claim, your clients covenanted to use the Premises "only as a

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licensed public house with ancillary catering and not to apply for planning person for any change of use". Your clients' suggestion to the Appeal panel that they intend to change the use to a restaurant would, were this Lease not already be forfeit by the service of these proceedings, a breach of the Lease which would not be tolerated by our client.

Accordingly our client will not allow any proposed change of use and will be notifying the Licensing Authority in this regard.

Occupation

Further, we note that despite correspondence to your firm we have still not received any evidence regarding the occupiers of the Premises and as such your clients remain in breach of their obligations in this regard.

Unpaid judgment debt

Finally, your clients have not paid the sums agreed in the Consent Order made on 1 April 2015 and we await payment in this regard. For the avoidance of doubt, payments from any third party do not in any way constitute or evidence any contractual relationship between our clients and that third party.

Yours faithfully



Shakespeare Martineau LLP

Direct Line: 0207 264 4506

Direct Fax: 0207 264 4440

E: alison.hancock@shma.co.uk

Enc.

IN THE HIGH COURT OF JUSTICE
BIRMINGHAM DISTRICT REGISTRY

CLAIM NO. B90BM195

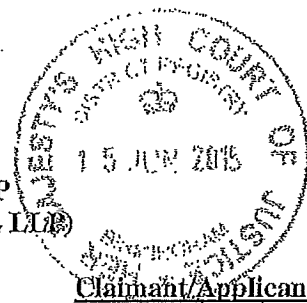
Before His Honour Judge Worster

On Monday 15 June 2015

IN THE MATTER OF THE MERGER OF THE FIRMS OF SHAKESPEARES
LEGAL LLP AND SGH MARTINEAU LLP ON THE 15TH OF JUNE 2015 INTO THE
FIRM KNOWN AS SHAKESPEARE MARTINEAU LLP

BETWEEN

SHAKESPEARE MARTINEAU LLP
(FORMALLY SHAKESPEARES LEGAL LLP)



ORDER

UPON hearing the solicitor for Shakespeare Martineau LLP

AND UPON reading the Witness Statement of Mark Jonathan Beesley dated 15 June 2015

IT IS ORDERED THAT:-

1. Shakespeare Martineau LLP have permission not to file Notices of Change of Name and Address of Solicitor in all cases previously conducted by the firms of Shakespeares Legal LLP and SGH Martineau LLP in the High Court and County Court.
2. References to Shakespeares Legal LLP in this Order include its trading name of Shakespeares, Lime, Marrons Planning, Marrons Shakespeares and Corclaim.

Dated 15 June 2015

Hanne&Co

SOLICITORS & NOTARY PUBLIC

Company Law
 Family & Divorce
 Child Care Law
 Criminal Law & Fraud
 Notary Public

Commercial Property
 Employment Law
 Housing Law
 Conveyancing
 Wills, Probate & Trusts

Shakespeare Martineau LLP
 DX 700 LONDON/CITY

Wrong email

Also by email:
alison.hancock@shakespearemartineau.com

Your ref: AH ENT6-740
 Our ref: IB/ROD0030-001

18 June 2015

Dear Sirs

**Re: Unique Pub Properties Limited and Enterprise Inns PLC -v- Rodrigues
 Claim No. A02LB339**

We refer to your letter of 16 June 2015.

Firstly, we note the enclosed Order with regard to your firm's merger.

Further, with regard to the recent licensing appeal hearing, we confirm that we have been liaising with our client's solicitors in that matter, Dadds LLP. We are continuing to do so. We did recently speak with the particular solicitor who was dealing with the matter, David Dadds, but, unfortunately, his explanation of the outcome of the hearing was unclear and differs from that as set out in your letter. We have asked both Mr Dadds and our client to forward us a copy of the Order once it is received.

Further, and in any event, we note your indication that your client is unwilling to consent to any change of use.

Further, we confirm that we have reminded our client that he is to provide details of the occupiers of the property. We shall revert to you once we are in a position to do so.

Finally, with regard to your reference to the payments, we confirm that, again, we have advised our client with regard to payments from a third party, albeit that we have explained this to you previously.

Yours faithfully

~~HANNE & CO~~

Martyn Meadows
 Sue Harlow
 Liz Francis
 David Taylor
 Claire Martin

Grainne Fahy
 Jackie Pearce
 Lorna Cservenka
 Anna Gowen
 Simon Cozier

Hanne & Co Solicitors
 St. John's Chambers
 10 St. John's Hill
 London SW11 1TN
 DX 58550 Clapham Junction

T 020 7228 0017
 F 020 7326 8300
 M 07710 454 125 (24hr Crime)
 E info@hanne.co.uk
www.hanne.co.uk



This matter is being dealt with by
Alison Hancock

One America Square
Crosswall
London EC3N 2SG
DX 700 London City
T +44 (0)207 264 4444

Ian Butler
Hanne & Co

Our ref: AH/NZP/ENT6-740
Your ref: IB/ROD0030-001

DX: 58550 Clapham Junction

23 June 2015

And by email: ian@hanne.co.uk

Dear Sirs

**Unique Pub Properties Limited and Enterprise Inns Plc -v- Candido Pereira Rodrigues and
Abilio Pereira Rodrigues
Claim No. A02LB339**

Thank you for your letter of 18 June 2015. It is obviously disappointing that your clients have failed to provide you with up to date instructions.

Costs

As you are aware, your clients agreed to pay costs to be assessed if not agreed. To date you have not given us any indication that the costs are agreed.

For the avoidance of doubt, as at 22 June 2015 our client's costs amount to £7,220.50 together with disbursements of £507.28. Our client is registered for VAT and therefore VAT is not sought.

We are instructed to commence detailed assessment unless this interim amount is agreed. Obviously further costs continue to be incurred due to your clients' failure to deal with this matter amicably.

Amounts Due

We remind you that your clients have agreed to pay the sums of £6,228.00 plus interest of £433.20 to 31 March 2015 and continuing at 0.77 per day until payment in accordance with the Order of 1 April 2015. Those sums must be paid on or before 30 June 2015 failing which enforcement proceedings will immediately be undertaken. There will be no reminder. Your clients of course already have this firm's client account details for payment to be made direct.

Unauthorised Occupiers

We note that you are taking instructions but remind you that your clients have had since October 2014 to provide evidence as to the individuals in occupation but habitually failed or refused to do

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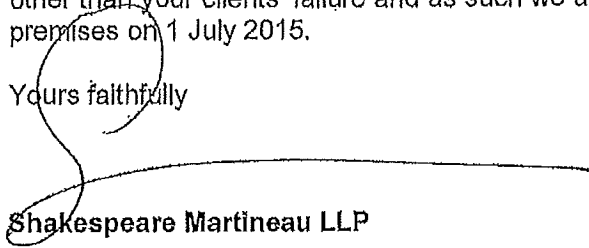
so. This obviously leads us to the conclusion that your client has sub-let the residential elements of this property in breach of the terms of the Lease and that the occupiers are not there on a bed and breakfast or employee basis.

Licensing Appeal

We note that you are awaiting instructions from your client in relation to the licensing appeal and reiterate for the avoidance of doubt our client will not contemplate any change of use. As such, it appears that your client's appeal in relation to the licensing application will fail.

It is our client's position that your clients have failed to comply with the Consent Order. You have not provided any evidence to suggest that the delay in relation to the licensing appeal was anything other than your clients' failure and as such we anticipate being instructed to seek possession of the premises on 1 July 2015.

Yours faithfully



Shakespeare Martineau LLP

Direct Line: 0207 264 4506
Direct Fax: 0207 264 4440
E: allison.hancock@shma.co.uk

P.S. We have today received the signed Consent Order and await payment of the agreed sums.

Hanne&Co

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Commercial Property
 Employment Law
 Housing Law
 Conveyancing
 Wills, Probate & Trusts

Shakespeare Martineau LLP
 DX 700 LONDON/CITY

Your ref: AH ENT6-740
 Our ref: IB/ROD0030-001

Also by email:
alison.hancock@shakespear martineau.com

24 June 2015

Dear Sirs

Re: Unique Pub Properties Limited and Enterprise Inns PLC -v- Rodrigues
Claim No. A02LB339

We refer to your letter of 23 June 2015.

We note your reference to your costs in the sum of £7,220.50 plus disbursements, together with the rent due on 1 June 2015 and the issue of the identity of the occupiers of the property. We shall take our client's further instructions on all three points and revert to you as soon as possible.

Further, in the meantime, we note your reiteration that your client is unwilling to agree to change of use.

Finally, we note that you have received the signed Consent Order. We have advised our client accordingly with regard to payment.

Yours faithfully

HANNE & CO

Martyn Meadows
 Sue Harlow
 Liz Francis
 David Taylor
 Claire Martin

Grainne Fahy
 Jackie Pearce
 Lorna Cservenka
 Anna Gowen
 Simon Cozier

Hanne & Co Solicitors
 St. John's Chambers
 1C, St. John's Hill
 London SW11 1TN
 DX 58550 Clapham Junction

T 020 7228 0017
 F 020 7326 8300
 M 07710 454 125 (24hr Crime)
 E info@hanne.co.uk
 www.hanne.co.uk

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 Notary Public

Commercial Property
 Employment Law
 Housing Law
 Conveyancing
 Wills, Probate & Trusts

Shakespeare Martineau LLP
 DX 700 LONDON/CITY

Also by email:
allison.hancock@shakespearemartineau.com

Your ref: AH ENT6-740
 Our ref: IB/ROD0030-001

25 June 2015

Dear Sirs

Re: **Unique Pub Properties Limited and Enterprise Inns PLC -v- Rodrigues**
Claim No. A02LB339

We refer to our letter of 24 June 2015.

Firstly, we shall revert to you shortly once we have instructions.

Further, in the meantime, with regard to the licensing appeal issue, we confirm that we have now received further information from the solicitors who were acting for our client in that. We have been informed that the matter was not adjourned as you suggested in your letter of 16 June but has instead been remitted to the licensing authority with directions, one of which is that it will be heard by no later than 30 September 2015. We enclose a copy of a consent order to this effect for your reference and trust that this is self-explanatory.

In those circumstances, it is clear that there is no basis for the suggestion that the matter has been adjourned "due to the late filing of evidence by (our) client" and accordingly, there would be no basis for your seeking to enforce the Order of 1 April 2015 for breach of paragraph 5.2 until the licensing application has concluded. We should be grateful if you would confirm your agreement with this.

Clearly, compliance with the other terms of the Order of 1 April is another matter and, as previously indicated, we have advised our client accordingly.

We look forward to hearing from you shortly.

Yours faithfully

HANNE & CO

ERIC

Martyn Meadows
 Sue Harlow
 Liz Francis
 David Taylor
 Claire Martin

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 Lorna Cservenka
 Anna Gowen
 Simon Cozier

Hanne & Co Solicitors
 St. John's Chambers
 10 St. John's Hill
 London SW11 1TN
 DX 58550 Clapham Junction

T 020 7228 0017
 F 020 7326 8300
 M 07710 454 125 (24hr Crime)
 E info@hanne.co.uk
www.hanne.co.uk

Case Numbers 011302887917 and 011402703192

In the Camberwell Green Magistrates' Court

Between:

Candido Rodrigues & Abilio Rodrigues
(Banana's Bar, 374 Walworth Road, London SE17)

Appellants

-and-

Southwark Council

Respondent

Consent Order
10/06/15

Upon the Appellant accepting that there have been problems with the operation and management of the premises, and that the relationship with the police has broken down, and partnership working with the licensing authority and the wider community has stalled.

It is also accepted that it is necessary to change the style of operation to a food-led venue and that an action-plan including a review of the conditions on the licence is necessary.

The areas of review include, but are not limited to the following:

1 - Licensable activities

Monday - Thursday - 12:00noon - 23:30
Friday - Saturday - 12 noon - Midnight
Sun - 12 noon - 23:00

Closing times 20 mins after end of licensable activities.

Last entry 30 mins before the end of the licensable activities.

Staff or members of the public are not permitted to consume alcohol on the premises after or before the hours of licensable activities.

2 – Regulated entertainment, de-regulated entertainment, external promoters, and all private parties (including staff and family and friends' parties).

All of these are to be prohibited, and a clear statement that the Live Music Act and the Deregulation Order Exemptions save for background recorded music do not apply.

3 – Role of bar within restaurant

A plan will be supplied showing the proposed bar area along with a management plan to ensure that no more than 20 people are permitted to use the bar area.

Other than the bar area there will be a condition that all other alcohol is served and ancillary to a table meal.

4 – The Studd Report

In so far as relevant to a restaurant-led operation, verifiable evidence of all those items listed at paragraphs 3.8-3.17 of the Studd Report to be provided by the Appellant.

5 – Pre-meeting with responsible authorities

The Appellant shall endeavour to contact the responsible authorities in so far as is necessary to discuss the proposal.

6 – Change of name

The new style of operation will include a change of name.

7 – Business Plan

A business plan is to be provided which shall include the food and drinks menus.

8 – Personnel

The Appellant shall provide details of the management staff - including the DPS and details of other key individuals.

These Appeals are remitted back to the Licensing Authority with the following directions:

- 1) The Appellant to provide to the Licensing Authority a revised operating schedule, including as a minimum the terms set out above.
- 2) The Appellant to provide to the Licensing Authority the revised operating schedule by no later than 4pm on 05/08/15.
- 3) All responsible authorities – including the Faraday Safer Neighbourhood Team, all Faraday Ward Councillors, and representatives of the Church Commissioners Tenants Association, The Fielding Street Residents Association, The Sutherland Square Residents Association, The Walworth Society, and the Gateway Estate Tenants and Residents Association and all those other persons that have made valid representations on the 01/08/13 review and the 27/08/14 review are given an opportunity to comment upon the revised operating schedule: Any comments are to be provided to the Licensing Authority no later than 4pm on 02/09/15.
- 4) The Appellant shall provide a copy of the completed revised operating schedule to the Licensing Authority who will be responsible for ensuring that the responsible authorities and other persons are supplied with a copy.
- 5) The Licensing Authority will arrange a re-hearing of the two reviews and to consider the revised operating schedule in light of this Order by no later than 4pm on 30/09/15.
- 6) For the avoidance of doubt interim steps imposed on 27/08/14 remain in place and unchanged.
- 7) The Appellant to pay the Respondent's costs of £14104.50 by 08/07/15.

Appellant:

Respondent:

R Cherubimide
Counsel

District Judge:

~~_____~~
SUSAN CROFT
(DISTRICT JUDGE NINTSIRIATES COURT)

Date: 10/6/2015

17 JUN 2015



Camberwell Green Magistrates' Court

Code 2576

15 D'Eynsford Road, Camberwell Green, London SE5 7UP

Opening Hours 9.00am - 4.30pm

General Enq. Tel: 020 7805 9851 Fax: 020 7805 9896

LBS V BANANA'S BAR
Debra Allday
Legal Services
DX 136147
London Bridge 7

Case number: 011402703192

Orders

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

Date: 10 June 2015

K.T.Griffiths

Justices' Clerk

Matters and orders

011402703192/1

Appeal against a decision of the London Borough of Southwark Licensing authority relating to Banana's Bar 374 Walworth Road, London SE17 2NF on an application for a review of a premises licence under section 52 of the Licensing Act 2003 on the ground that the decision was made against the weight of evidence adduced at the hearing, and it is in the public interest that the premises licence is not revoked, and such further grounds as may be raised upon the hearing of the appeal.

In accordance with Part 1 of Schedule 5 to the Licensing Act 2003.

It is ordered that Remitted back to Licensing Authority with directions as outlined in consent order (contained in file). Interim steps to remain in place and unchanged. Appellant to pay Southwark's costs of £14104.50, By 08.07.15.



This matter is being dealt with by
Alison Hancock

One America Square
Crosswall
London EC3N 2SG
DX 700 London City
T +44 (0)207 264 4444

Ian Butler
Hanne & Co

Our ref: AH/jxr/ENT6-740
Your ref: IB/ROD0030-001

DX: 58550 Clapham Junction

26 June 2015

And by email: ian@hanne.co.uk

Dear Sirs

**Unique Pub Properties Limited and Enterprise Inns Plc -v- Candido Pereira Rodrigues and Abilio Pereira Rodrigues
Claim No. A02LB339**

Thank you for your letter of 25 June 2015.

We disagree with your suggestion that your clients were not at fault in relation to the adjournment. It is clear from the document which you have provided that your clients accepted that there were "problems with the operation and management of the Premises and that the relationship with the Police has broken down and partnership working with Licensing Authority and the wider community has stalled. It is also accepted that it is necessary to change the style of operation to a food led venue and that an action plan including a review of the conditions on the Licence is necessary". At what point did your clients suddenly consider that their appeal would fail and they would need to change the use of the business.

Of course it is apparent that your clients failed to consider that the change of use is a breach of the Lease and that our client will not consent. It is interesting to note that your clients or their Licensing solicitors did not even bother to consult with our client in relation to the change of use.

We will be notifying the Licensing Authority that the Landlord will not consent to any change of use and as such, it does appear that your clients' appeal will fail.

Further, your clients have still not dealt with the other outstanding issues in relation to the Consent Order and unless they do within the time for compliance, please be in no doubt that a warrant for possession will be issued without further notice.

Yours faithfully

Shakespeare Martineau LLP

Direct Line: 0207 264 4506
Direct Fax: 0207 264 4440
E: alison.hancock@shma.co.uk

www.shma.co.uk Info@shma.co.uk

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 Employment Law
 Housing Law
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 Wills, Probate & Trusts

SGH Martineau LLP
 DX 700 London/City

Your ref: AH ENT6-740
 Our ref: IB/ROD0030-001

26 June 2015

also by email: alison.hancock@shakespearemartineau.co

Dear Sirs

**Re: Unique Pub Properties Limited and Enterprise Inns PLC - v - Rodrigues - Claim
 No: A02LB339**

We refer to our letter of 25th June 2015.

Firstly, we look forward to receiving a response to that letter shortly.

Further, in the meantime, and further to your letter of 23rd June with regard to the various payments to be made by our client, we calculate that these payments are as follows:

1. Rent arrears. £6,228.00
2. Interest. £433.20 together with subsequent interest of £70.07.
3. Damages. £3,800.00 together with subsequent interest of £475.00.
4. Costs. £7,220.50 together with disbursements of £507.28.

We calculate that the total sum due is £18,734.05. Should you fail to indicate otherwise we shall assume that you are in agreement and shall advise our client to ensure that this payment is made by next Tuesday (30th June).

Further, in the meantime, we are awaiting instructions with regard to the identity of the occupiers of the property.

We look forward to hearing from you as necessary.

Yours faithfully

HANNE & CO

Martyn Meadows
 Sue Harlow
 Liz Francis
 David Taylor
 Claire Martin

Grainne Fahy
 Jackle Pearce
 Lorna Cservenka
 Anna Gowen
 Simon Cozler

Hanne & Co Solicitors
 St. John's Chambers
 1C St. John's Hill
 London SW11 1TN
 DX 58550 Clapham Junction

T 020 7228 0017
 F 020 7326 8300
 M 07710 454 125 (24hr Crime)
 E info@hanne.co.uk
www.hanne.co.uk



This matter is being dealt with by
Allison Hancock

One America Square
Crosswall
London EC3N 2SQ
DX 700 London City
T +44 (0)207 264 4444

Ian Butler
Hanne & Co
DX: 58550 Clapham Junction

Our ref: AH/jxr/ENT6-740
Your ref: IB/ROD0030-001

And by email: ian@hanne.co.uk

29 June 2015

Dear Sirs

**Unique Pub Properties Limited and Enterprise Inns Plc -v- Candido Pereira Rodrigues and
Abilio Pereira Rodrigues
Claim No. A02LB339**

Thank you for your letter of 25 June 2015.

We disagree with your suggestion that your clients were not at fault in relation to the adjournment. It is clear from the document which you have provided that your clients accepted that there were "problems with the operation and management of the Premises and that the relationship with the Police has broken down and partnership working with Licensing Authority and the wider community has stalled. It is also accepted that it is necessary to change the style of operation to a food led venue and that an action plan including a review of the conditions on the Licence is necessary". At what point did your clients suddenly consider that their appeal would fail and they would need to change the use of the business.

Of course it is apparent that your clients failed to consider that the change of use is a breach of the Lease and that our client will not consent. It is interesting to note that your clients or their Licensing solicitors did not even bother to consult with our client in relation to the change of use.

We will be notifying the Licensing Authority that the Landlord will not consent to any change of use and as such, it does appear that your clients' appeal will fail.

Further, your clients have still not dealt with the other outstanding issues in relation to the Consent Order and unless they do within the time for compliance, please be in no doubt that a warrant for possession will be issued without further notice.

Yours faithfully


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Direct Line: 0207 264 4506
Direct Fax: 0207 264 4440
E: allison.hancock@shma.co.uk

www.shma.co.uk info@shma.co.uk

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 Wills, Probate & Trusts

Shakespeare Martineau LLP
 DX 700 London/City

Your ref: AH ENT6-740
 Our ref: IB/ROD0030-001

29 June 2015

also by email: alison.hancock@shakespear martineau.co

Dear Sirs

**Re: Unique Pub Properties Limited and Enterprise Inns PLC - v - Rodrigues - Claim
 No: A02LB339**

We refer to your letter of 26th June 2015.

Firstly, we received your letter before our letter of the same date could be sent. We enclose that letter now for your reference and trust that it is self-explanatory. We look forward to hearing from you as necessary.

Further, and further to your letter, we note your interpretation of the outcome of the licencing appeal hearing and further, that you intend informing the licencing authority that your client will not consent to change of use. Given that we consider such change to be minimal we shall need to check the lease with regard to whether or not such consent is required in any event.

Finally, we confirm that we are "in no doubt" concerning your client's intentions with regard to a warrant.

We look forward to hearing from you.

Yours faithfully

HANNE & CO

Martyn Meadows
 Sue Harlow
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 Simon Cozier

Hanne & Co Solicitors
 St. John's Chambers
 1C St. John's Hill
 London SW11 1TN
 DX 58550 Clapham Junction

T 020 7228 0017
 F 020 7326 8300
 M 07710 454 125 (24hr Crime)
 E info@hanne.co.uk
www.hanne.co.uk

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 Wills, Probate & Trusts

Shakespeare Martineau LLP
 DX 700 London/City

Your ref: AH ENT6-740
 Our ref: IB/ROD0030-001

Also by email:
alison.hancock@shakespearemartineau.co

30 June 2015

Dear Sirs

**Re: Unique Pub Properties Limited and Enterprise Inns PLC - v - Rodrigues - Claim
 No: A02LB339**

We refer to our letter of 29 June 2015.

Firstly, further to our letter of 26 June, we are instructed that our client will shortly be making a payment in the sum of £18,734.05. We are, of course, aware, that the next rent becomes due on 1 July.

Further, you will recall that our client made an offer of £800,000 to purchase the freehold and that this offer was rejected. We are now instructed that our client is willing to increase that offer to £900,000. We should be grateful if you would take instructions.

We look forward to hearing from you.

Yours faithfully

HANNE & CO

Martyn Meadows
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 Anna Gowen
 Simon Cozier

Hanne & Co Solicitors
 St. John's Chambers
 10 St. John's Hill
 London SW11 1TN
 DX 58550 Clapham Junction

T 020 7228 0017
 F 020 7326 8300
 M 07710 464 125 (24hr Crime)
 E info@hanne.co.uk
 www.hanne.co.uk



This matter is being dealt with by
Alison Hancock

One America Square
Crosswall
London EC3N 2SG
DX 700 London City
T +44 (0)207 264 4444

Ian Butler
Hanne & Co
DX: 58550 Clapham Junction

Our ref: AH/nzp/ENT6-740
Your ref: IB/ROD0030-001

And by email: ian@hanne.co.uk

6 July 2015

Dear Sirs

**Unique Pub Properties Limited and Enterprise Inns Plc -v- Candido Pereira Rodrigues and
Abílio Pereira Rodrigues
Claim No. A02LB339**

We refer to previous correspondence.

We acknowledge receipt of the sum of £18,734.05 paid by Mr Candido Pereira on 30 June 2015 and further sum paid by him of £3,784.57 on 1 July 2015.

However your clients remain in breach of the Order dated 1 April 2015. It is perfectly clear that the delay in relation to the Licencing Appeal is solely down to your clients finally accepting the Licencing Authority's actions were correct and deciding to change the use of the premises and reduce the hours notwithstanding your clients are prevented from doing so under the terms of the Lease without our client's consent. We note your clients did not even bother to seek consent to those changes which we are advised will be rejected.

Further, your clients have failed to provide details of the occupiers despite being ordered to do so and having had the opportunity to provide such details since October 2014. As such, your clients remain in breach of the Order and Warrant for Possession has been sent to the Court.

Should your clients make any application then we will expect such an application to be supported by fully pleaded evidence.

Yours faithfully


Shakespeare Martineau LLP

Direct Line: +44 (0)207 264 4506
Fax: +44 (0)207 264 4440
E: alison.hancock@shma.co.uk

www.shma.co.uk info@shma.co.uk

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 Conveyancing
 Wills, Probate & Trust

Shakespeare Martineau LLP
 DX 700 London/City

*Not by email***Also by email:*****alison.hancock@shakespearemartineau.co***

Your ref: AH ENT6-740
 Our ref: IB/ROD0030-001

09 July 2015

Dear Sirs

Re: Unique Pub Properties Limited and Enterprise Inns PLC - v - Rodrigues - Claim
No: A02LB339

We refer to our letter of 7 July 2015.

Firstly, as you are aware, you have indicated that you are instructed to apply for a warrant of possession as you consider our client to be in breach of the Order of 1 April 2015 and, in particular, paragraph 5.3 thereof. In this regard, and as you are also aware, we are instructed that our client has no written agreement with any occupiers at the property.

Given this, we have advised our client to obtain what evidence he can and we confirm that we are instructed that he is in the process of liaising with the various occupiers with a view to producing short statements from them confirming that they occupy on a B&B basis. We shall revert to you in this regard as soon as we are in a position to do so.

Further, in the meantime, and with regard to the issue of purchase of the freehold, we are instructed that our client wishes to increase his offer to £950,000.00. We should be grateful if you would take your client's further instructions.

We look forward to hearing from you.

Yours faithfully

HANNE & CO

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 Simon Cozier

Hanne & Co Solicitors
 St. John's Chambers
 1C St. John's Hill
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 DX 58550 Clapham Junction

T 020 7228 0017
 F 020 7326 8300
 M 07710 454 125 (24hr Crime)
 E info@hanne.co.uk
 www.hanne.co.uk



This matter is being dealt with by
Allison Hancock

One America Square
Crosswall
London EC3N 2SQ
DX 700 London City
T +44 (0)207 264 4444

Ian Butler
Hanne & Co
DX: 58550 Clapham Junction

Our ref: AH/jxr/ENT6-740
Your ref: IB/R0D0030-001

And by email: ian@hanne.co.uk

13 July 2015

Dear Sirs

**Unique Pub Properties Limited and Enterprise Inns Plc -v- Candido Pereira Rodrigues and
Abilio Pereira Rodrigues
Claim No. A02LB339**

Thank you for your letter of 9 July 2015, not received until 13 July 2015.

The last two letters you have sent to us have purportedly been sent by email but were never received by email. We suspect that this is because you have quoted an incorrect email address.

In relation to the allegation that there is no written agreement, we find this suggestion surprising. We are also surprised that you now state that the occupiers of the premises do so on a B&B basis.

Your clients have previously stated that the occupiers occupy the premises on a employee basis. Your clients changed their position prior to the hearing on 1 April 2015 and stated that they were on a B&B basis. However, Counsel instructed by your clients at the hearing on 1 April 2015 stated that this was not the case and that it has only been asserted that the occupiers were on a B&B basis because that is what your clients thought our client wanted to hear.

If the occupiers genuinely occupy on a B&B basis, please explain why they have been in residence for many years?

Of course the fact remains that your clients are in breach of the Order of 1 April 2015 and a warrant for possession has been issued by the Court.

In relation to the latest offer of £950,000, we are instructed that this is hundreds of thousands of pounds short of the price which our client anticipates it will achieve.

Yours faithfully

Shakespeare Martineau LLP

Direct Line: +44 (0)207 264 4506
Fax: +44 (0)207 264 4440
E: allison.hancock@shma.co.uk

www.shma.co.uk info@shma.co.uk

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Shakespeare Martineau LLP
 DX 700 London/City

Your ref: AH ENT6-740
 Our ref: IB/ROD0030-001

Also by email:
alison.hancock@shakespearemartineau.co

rec'd 13/7/15
 10 July 2015

Dear Sirs

Re: Unique Pub Properties Limited and Enterprise Inns PLC - v - Rodrigues - Claim
No: A02LB339

We refer to our letter of 9 July 2015.

We enclose signed confirmation letters from various occupiers of the property at 374 Walworth Road and trust that you agree that this satisfies paragraph 5.3 of the Order of 1 April 2015. We should be grateful if you would confirm this.

We look forward to hearing from you.

Yours faithfully

HANNE & CO

Encs

Martyn Meadows
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 E info@hanne.co.uk
 www.hanne.co.uk

374 Walworth Rd
Camberwell
SE17 2NF


Date: 6th July 2015

RE: BED AND BREAKFAST CONFIRMATION LETTER

Customer Name: 

Room No: 13A

This letter is to confirm that I am living at 374 Walworth Rd, Camberwell, SE17 2NF based on a condition of bed and breakfast and paying a daily rent of £ 8.00.



374 Walworth Rd
Camberwell
SE17 2NF

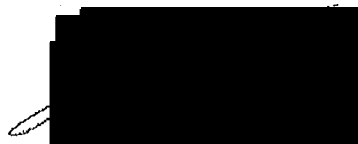
Date: 6th July 2015

RE: BED AND BREAKFAST CONFIRMATION LETTER

Customer Name: _____

Room No: 4

This letter is to confirm that I am living at 374 Walworth Rd, Camberwell, SE17 2NF based on a condition of bed and breakfast and paying a daily rent of £ 10.00.



374 Walworth Rd
Camberwell
SE17 2NF

Date: 6th July 2015

RE: BED AND BREAKFAST CONFIRMATION LETTER

Customer Name: _____


Room No: _____

This letter is to confirm that I am living at 374 Walworth Rd, Camberwell, SE17 2NF
based on a condition of bed and breakfast and paying a daily rent of £ 11.00.

374 Walworth Rd
Camberwell
SE17 2NF

Date: 6th July 2015

RE: BED AND BREAKFAST CONFIRMATION LETTER

Customer Name: 

Room No: 6


This letter is to confirm that I am living at 374 Walworth Rd, Camberwell, SE17 2NF based on a condition of bed and breakfast and paying a daily rent of £ 10.00.



374 Walworth Rd
Camberwell
SE17 2NF

Date: 6th July 2015

RE: BED AND BREAKFAST CONFIRMATION LETTER

Customer Name: 

Room No: 5

This letter is to confirm that I am living at 374 Walworth Rd, Camberwell, SE17 2NF
based on a condition of bed and breakfast and paying a daily rent of £ 11.00.



374 Walworth Rd
Camberwell
SE17 2NF

Date: 6th July 2015

RE: BED AND BREAKFAST CONFIRMATION LETTER

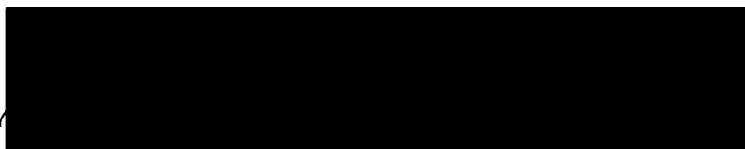
Customer Name:



Room No:

14


This letter is to confirm that I am living at 374 Walworth Rd, Camberwell, SE17 2NF
based on a condition of bed and breakfast and paying a daily rent of £ 10.00.



374 Walworth Rd
Camberwell
SE17 2NF


Date: 6th July 2015

RE: BED AND BREAKFAST CONFIRMATION LETTER

Costumer Name: 

Room No: 7


This letter is to confirm that I am living at 374 Walworth Rd, Camberwell, SE17 2NF
based on a condition of bed and breakfast and paying a daily rent of £ 9.00.



374 Walworth Rd
Camberwell
SE17 2NF


Date: 6th July 2015

RE: BED AND BREAKFAST CONFIRMATION LETTER

Customer Name: 

Room No: 13D


This letter is to confirm that I am living at 374 Walworth Rd, Camberwell, SE17 2NF
based on a condition of bed and breakfast and paying a daily rent of £ 8.00.



374 Walworth Rd
Camberwell
SE17 2NF


Date: 6th July 2015

RE: BED AND BREAKFAST CONFIRMATION LETTER

Customer Name: 

Room No: 8

This letter is to confirm that I am living at 374 Walworth Rd, Camberwell, SE17 2NF based on a condition of bed and breakfast and paying a daily rent of £ 9.00.





This matter is being dealt with by
Allson Hancock

One America Square
Crosswall
London EC3N 2SG
DX 700 London City
T +44 (0)207 264 4444

Ian Butler
Hanne & Co
DX: 58550 Clapham Junction

Our ref: AH/jxr/ENT6-740
Your ref: IB/ROD0030-001

And by email: ian@hanne.co.uk

14 July 2015

Dear Sirs

Unique Pub Properties Limited and Enterprise Inns Plc -v- Candido Pereira Rodrigues and Abilio Pereira Rodrigues
Claim No. A02LB339

Thank you for your letter of 10 July 2015 not received by email (because yet again the incorrect email is stated on your letter) until 13 July 2015. This obviously crossed with our letter of the same date.

The letters which have clearly been typed on behalf of the occupiers are not accepted as evidence that the occupiers are simply on a bed and breakfast basis. Enquiries carried out on behalf of our client suggest that some of these occupiers have been in the premises for a number of years.

Further, the Lease does not allow the property to be used as bed and breakfast accommodation and the allegation that the occupiers occupy on a bed and breakfast basis is contrary to your client's original pleaded case.

There is no evidence that there is anyone on site providing breakfast to any of these occupiers nor have we received any evidence that the premises is licensed under the HMO Regulations.

According to the documents which you have provided, your client's income from the bed and breakfast business amounts to £31,390 per annum yet the current rent and insurance is only £38,379 per annum. It appears that your clients' income from the unauthorised subletting of this property, not only to the 10 residential occupiers but also to Sergio Suarez at an annual licence fee of £28,000 (cash) is nearly double the rent that is being charged to your clients. As we are sure you appreciate, this is a situation which is wholly unacceptable.

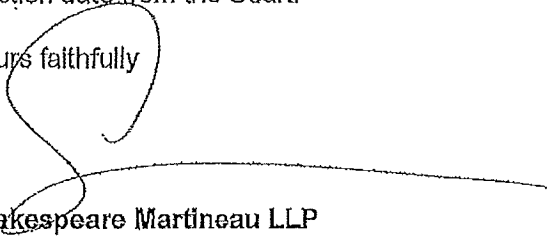
www.shma.co.uk Info@shma.co.uk

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Your clients remain in breach of the suspended Possession Order and we are simply awaiting an eviction date from the Court.

Yours faithfully



Shakespeare Martineau LLP

Direct Line: +44 (0)207 264 4506

Fax: +44 (0)207 264 4440

E: alison.hancock@shma.co.uk

Hanne&Co

SOLICITORS & NOTARY PUBLIC

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Criminal Law & Fraud
Notary Public

Commercial Property
Employment Law
Housing Law
Conveyancing
Wills, Probate & Trusts

SGH Martineau LLP
DX 700 London/Clty

Your ref: AH ENT6-740
Our ref: IB/ROD0030-001

Also by email:
alison.hancock@shma.co.uk

14 July 2015

Dear Sirs

**Re: Unique Pub Properties Limited and Enterprise Inns PLC - v - Rodrigues –
Claim No: A02LB339**

We refer to your letter of 13 July 2015.

Firstly, we trust that you will have subsequently received our letter of 10 July.

Further, we confirm that we are instructed that the properties are let on a B&B basis.

Further, we note that you are instructed to continue with applying for a warrant. We should be grateful if you would let us know as soon as you hear further from the Court.

Finally, we note that our client's offer to purchase the freehold "is hundreds of thousands of pounds short". Should your client be serious with regard to selling the freehold we suggest that you revert to us with a figure. We shall then be able to take our client's instructions on that.

We look forward to hearing from you.

Yours faithfully

HANNE & CO

Martyn Meadows
Sue Harlow
Liz Francis
David Taylor
Claire Martin

Grainne Fahy
Jackie Pearce
Lorna Cservenka
Anna Gowen
Simon Cozier

Hanne & Co Solicitors
St. John's Chambers
10 St. John's Hill
London SW11 1TN
DX 68550 Clapham Junction

T 020 7228 0017
F 020 7326 8300
M 07710 454 125 (24hr Crime)
E info@hanne.co.uk
www.hanne.co.uk

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Notary Public

Commercial Property
Employment Law
Housing Law
Conveyancing
Wills, Probate & Trusts

Shakespeare Martineau LLP
DX 700 London/City

Your ref: AH ENT6-740
Our ref: IB/ROD0030-001

also by email: alison.hancock@shma.co.uk

15 July 2015

Dear Sirs

**Re: Unique Pub Properties Limited and Enterprise Inns PLC - v - Rodrigues - Claim
No: A02LB339**

We refer to our letter of 14th July 2015.

Firstly, we confirm that, before that letter was even typed, we received your letter of the same date. We therefore enclose our letter now for your reference and trust that it is self-explanatory.

Further, and further to your letter of 14th July, we note the various points raised in that letter and, in particular, that you are awaiting an eviction date from the Court. As referred to previously, we should be grateful if you would let us know as soon as you hear further.

We look forward to receiving a response to our previous letter in any event.

We look forward to hearing from you.

Yours faithfully

HANNE & CO

Martyn Meadows
Sue Harlow
Liz Francis
David Taylor
Claire Martin

Grainne Fahy
Jackie Pearce
Lorna Cservenka
Anna Gowen
Simon Cozier

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DX 58550 Clapham Junction

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F 020 7326 8300
M 07710 454 125 (24hr Crime)
E Info@hanne.co.uk
www.hanne.co.uk

We put you on notice that should your clients choose to make an application in relation to the hearing on Monday, we will expect to see evidence to support their position and to counteract the information that has been provided to the writer and the Claimant. Further, we understand that in relation to the licensing application, your clients have provided new proposed licensing conditions and related documents yet have completely failed to consider the terms of the Lease or seek our client's permission for a change of use (notwithstanding the Lease is forfeit). We have written to your firm in this regard on a number of occasions but note that this issue has been ignored.

Yours faithfully



Shakespeare Martineau LLP

Direct Line: +44 (0)207 264 4506
Fax: +44 (0)207 264 4440
E: alison.hancock@shma.co.uk

Hanne&Co

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Commercial Property
 Employment Law
 Housing Law
 Conveyancing
 Wills, Probate & Trusts

Shakespeare Martineau LLP
 DX 700 London/City

Your ref: AH ENT6-740
 Our ref: IB/ROD0030-001

Also by email: alison.hancock@shma.co.uk

19 August 2015

Dear Sirs

Re: Unique Pub Properties Limited and Enterprise Inns PLC -v- Rodrigues
Claim No: A02LB339

We refer to your earlier letter.

Firstly, we note your confirmation that Bailiffs are due to execute a warrant of possession next Monday (24 August 2015). We further note your indication that the warrant was originally due to be executed last Monday (10 August) and your suggestion that "it is up to the Court to notify the Defendant".

With regard to the latter, and as referred to in our previous letter, you will note that we did ask, in our letter of 15 July, for you to notify us once you received an eviction date from the Court. It is therefore unfortunate that you did not have the courtesy to do so.

Further, and irrespective of that, we confirm that we are instructed to make an application to suspend the warrant of possession and shall be doing so shortly. Whilst you will be notified of this directly by the Court we shall forward a copy of the application to you in any event.

Yours faithfully

HANNE & CO

Enc

Martyn Meadows
 Sue Harlow
 Liz Francis
 David Taylor
 Claire Martin

Grainne Fahy
 Jackie Pearce
 Lorna Cservenka
 Anna Gowen
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Hanne & Co Solicitors
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 London SW11 1TN
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 E info@hanne.co.uk
www.hanne.co.uk

Alison Hancock

From: Alison Hancock
Sent: 19 August 2015 17:08
To: 'Ian Butler'
Subject: Banana Bar, Walworth

Importance: High

Mr Butler

We await a copy of the application notice and witness statement - with supporting evidence by return. Needless to say we shall be filing evidence in response including copies of letters sent to your firm which remain unanswered. We shall also be referring to the conversations which the writer had with your clients' tenants (as opposed to B&B occupiers) and with the licencing authorities.

We shall be seeking the costs of and occasioned by the application in any event.

Should you chose to serve any evidence late, we shall seek leave to adduce oral evidence at any listed hearing.

Regards

Alison Hancock
Partner

D 0207 264 4506
M 07917 870 592
F 0207 264 4440
E alison.hancock@shma.co.uk

Main T 0207 264 4444 ext 4506

Shakespeare Martineau
One America Square, Crosswall, London, EC3N 2SG

-----Original Message-----

From: Ian Butler [<mailto:ian@hanne.co.uk>]
Sent: 19 August 2015 16:59
To: Alison Hancock
Subject: FW: Message from "Copier2nd"

Ian Butler
Solicitor

St John's Chambers
1C St John's Hill, London, SW11 1TN
DX 58550 Clapham Junction
T: 020 7228 0017
F: 020 7326 8300
Email: ian@hanne.co.uk
Web: www.hanne.co.uk

Alison Hancock

From: Alison Hancock
Sent: 20 August 2015 14:03
To: 'Ian Butler'
Subject: RE: Banana Bar, Walworth

Importance: High

Mr Butler

I note that I have not had a response to my email below nor have you served upon me any Notice of Application or evidence in support (pursuant to CPR Part 23.7) . Please confirm by return of email whether you are making an application or not. As I am sure you appreciate time is running out as any hearing must be listed tomorrow at the latest.

If an application is being made please ensure that your clients address the issues previously raised in correspondence including but not limited to:

1. The terms of occupation in relation to the 15-20 people which the bailiff discovered at the Premises on 10 August 2015. As you are aware the occupiers claim that they have tenancy agreements and that Candido Rodrigues forced them to sign the documents stating that they were B&B occupiers.
2. The convictions which your clients have following hearings on 19 May, 9 June 2014; 31 October 2014 and the loss of their appeal on 30 January 2015.
3. You are of course aware from the pleadings and correspondence that we had asked your client to provide evidence that he had complied with the HMO Regulations . Your clients have ignored this request. We have today learned that on 9 June 2014 you clients admitted to offences under the HMO Regulations in the Croydon Magistrates Court. They plead guilty and received a fine of £2,800 each (together with costs).
4. I have also been informed today that there is NO licence for HMO in relation to the Premises.
5. I have also been advised today that your clients have failed to pay business rates amounting to £56,238.39. Your clients attempted to mislead the local authority by stating that they were not responsible because they had leased the Premises.
6. I have been told that your clients are not considered to be "fit and proper persons to hold a licence".
7. I have a 42 page document from the Local Authority detailing the breaches committed by your clients which will be exhibited to my witness statement should your clients proceed with any application.
8. I have a separate communication from the Metropolitan Police stating that your clients are not considered "suitable persons to hold a Premises Licence on Southwark Borough". That communication will also be annexed to my witness statement.

We await hearing from you by return but confirm that a copy of this email along with other correspondence will be produced to the Court.

If an application is to be made please ensure that the Court and I receive a hearing bundle containing all pleadings and witness statements.

Regards

Alison Hancock
 Partner

D 0207 264 4506
 M 07917 870 592
 F 0207 264 4440
 E alison.hancock@shma.co.uk

Main T 0207 264 4444 ext 4506

Shakespeare Martineau
 One America Square, Crosswall, London, EC3N 2SG

Alison Hancock

From: Ian.Clements@met.pnn.police.uk
Sent: 20 August 2015 13:57
To: [REDACTED]
Subject: RE: Premises Licence review for Banana's Bar (AKA Pazzia Restaurant & Bar), 374 Walworth Road SE17 2NF.

Dear [REDACTED]

In consideration of the new proposals by Messrs [REDACTED] for the Pazzia Restaurant 374 Walworth Road,

The conditions and hours proposed would indicate that this would be a restaurant based venue with little in the way of vertical drinking, and conditioned so food is served ancillary to a substantial table meal.

It however still remains the position of the Metropolitan Police that Mr [REDACTED] are not suitable persons to hold a Premises licence on Southwark Borough.

The issues identified throughout the review process indicate that the problem was with the management of the premises and their disregard for the promotion of the licensing objectives.

During the appeal hearing there were admissions made by Mr [REDACTED] that there were failings made by management and staff at the premises, and that he wished to change the entire operation to a restaurant based business.

I am of the opinion that there is sufficient evidence to support the revocation of the premises licence. I am minded to refuse the proposals made by the [REDACTED] brothers on the grounds that I have no faith in them as premises licence holders and no faith that they would operate the premises within the conditions or hours they have proposed.

Kind Regards

Ian Clements

Licensing Officer Southwark Borough

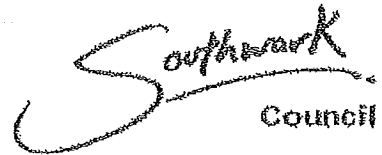
☎ Phone: 0207 232 6756

☎ Mobile: 07974 836444

✉ E-mail: ian.clements@met.police.uk

✉ Mail: Licensing Office Southwark Police Station
323 Borough High Street
SE1 2ER

From: [REDACTED]
Sent: 20 August 2015 12:17
To: Clements Ian J - MD
Subject: RE: Premises Licence review for Banana's Bar (AKA Pazzia Restaurant & Bar), 374 Walworth Road SE17 2NF.

**BY DX**

Shakespeare Martineau
 DX: 700 London City

Contact - Debra Allday
 Direct tel - 020 7525 3266
 Fax - 020 8043 4536
 Our ref - LEG/GLI/RU070-61433 (DA)
 Your ref - [REDACTED]
 Date - 20 August 2015

BY DX & EMAIL TO: [REDACTED]

Dear Sirs

Re: Banana Bar, 374 Walworth Road, London SE17 2NF

I write in respect of the above matter and understand that a Messrs [REDACTED] and [REDACTED] intend to apply for a stay of eviction which is due to take place on 24 August 2015.

[REDACTED] appealed the decisions of the Licensing Sub-Committee's decisions of 1 October 2013 and 25 September 2014 to revoke the premises licence.

Because there had been no incidents of crime and disorder since the premises had been closed as a result of the licence being suspended as an interim step following an expedited review submitted by the Metropolitan Police on 27 August 2014, the District Judge indicated that if a new business model were presented, then she would be minded to allow the appeal with significantly modified conditions. Because the responsible authorities and the wider community would have no input in any amended premises licence, it was agreed to remit both reviews back to the licensing authority with a provision for full consultation with the responsible authority and the wider community to ensure the decision was in the hands of the Licensing Sub-Committee.

The following timetable was agreed:

1. A revised operating schedule to be provided to the Licensing Authority no later than 4pm on 05 August 2015;
2. All responsible authorities - including the Faraday Safer Neighbourhood Team, all Faraday Ward Councillors, and representatives of the Church Commissioners Tenants Association, The Fielding Street Residents Association, The Sutherland Square Residents Association, The Walworth Society, and the Gateway Estate Tenants and Residents Association and all those other persons that have made

Doreen Forrester-Brown, Director of Legal Services
 Duncan Whitfield, Strategic Director of Finance & Corporate Services

Legal Services
 PO Box: 64529
 London SE1P 5LX
 DX: 136147 LONDON BRIDGE 7
 Location: 160 Tooley Street
 London SE1 2QH

Switchboard - 020 7525 5000
 Website - www.southwark.gov.uk
 Chief Executive - Eleanor Kelly



- valid representations be given an opportunity to comment upon the revised operating schedule: Any comments are to be provided to the Licensing Authority no later than 4pm on 02 September 2015;
4. The Licensing Authority to arrange a re-hearing of the 2 reviews and to consider the revised operating schedule in light of the Consent Order. The re-hearing of the 2-reviews will be considered by the Licensing Sub-Committee on 28 September 2015.
 5. The interim steps imposed on 27/08/14 remain in place and the licence remains suspended; and
 6. Appellant pay the Respondent's costs of [REDACTED] by 08 July 2015.

There has been considerable of licensing applications that have been submitted by [REDACTED] and it is the view of the Licensing Authority that each application has been an attempt to undermine the licensing review process. Enclosed you will find a Witness Statement from Licensing Officer, Dorcas Mills that sets out the history of the premises. Due to the size, I have not enclosed the exhibits to the Ms Mills' statement. However, if you should require a copy, please do let me know.

In addition, the London Borough of Southwark have undertaken significant enforcement action against [REDACTED] in respect of Banana Bar.

On 31 October 2014 both were found guilty at Camberwell Green Magistrates' Court of 2-offences of knowingly allowed a licensable activity, at the premises known as Banana Bar otherwise in accordance with an authorisation namely they allowed the sale and/or supply of alcohol and provision of regulated entertainment beyond the hours permitted on the Premises Licence on 18 May 2013 and 29 June 2013, contrary to Section 136(1)(b) Licensing Act 2003. Each were each fined £500 and ordered to pay costs of [REDACTED]. No separate penalty was made in respect of the breaches of the licence conditions 100, 290, 289 and 845 (contrary to s.136(1)(a) Licensing Act 2003) that were witnessed on 26 April 2013.

These convictions were appealed at Inner London Crown Court on 30 January 2015 when the Appeal was dismissed and convictions upheld. Costs of [REDACTED] were also awarded.

On 19 May 2015 [REDACTED] stood Trial at Croydon Magistrates' Court in respect of 2-offences, namely:

1. 9 June 2014 having control or managing the premises known as 374 Walworth Road failed to ensure that there were satisfactory management arrangements and that satisfactory standards of management were observed namely you failed to ensure that fire fighting equipment and fire alarms are maintained in good working order in that the fire alarm panel was open and the wires had been disconnected. In addition to the fire doors being defective, with self closing devices missing or otherwise inoperative due to intumescent strips and cold smoke seals either missing or painted over and key operated deadlocks fitted contrary to Regulation 4(2) of the Management of Houses in Multiple Occupation (England) Regulations 2006 by virtue of s234(1), s234(3) and s234(5) of the Housing Act 2004; and
2. On 9 June 2014 being persons having control or managing the premises known as 374 Walworth Road failed to ensure that there were satisfactory management arrangements and that satisfactory standards of management were observed namely that you failed to ensure that all common parts of the property were maintained in good and clean decorative repair in that the communal areas were in

a poor condition with damp and mould growth in the first floor bathroom, contrary to Regulation 7(1)(a) of the Management of Houses in Multiple Occupation (England) Regulations 2006 by virtue of s234(1), s234(3) and s234(5) of the Housing Act 2004.

Part way through the Trial, the District Judge informed the Messrs Rodrigues that there had been a clear breach of the Management of Houses in Multiple Occupation (England) Regulations 2006. As a result, both changed their pleas to guilty in respect of both offences. Each were fined [REDACTED] and ordered to pay a contribution to prosecution costs in the sum of [REDACTED].

Having been convicted of Housing Act 2004 offences, the London Borough of Southwark are satisfied that there is a House in Multiple Occupation ("HMO") above the bar. I am able to confirm that there is no valid HMO licence on the property. An HMO licence application was submitted in July 2014 but Mr [REDACTED] was deemed not to be a fit and proper, following an incident where he made threats of violence towards a Private Sector Tenancy Team Officer. A s.16 Requisition for Information was returned in July 2015 which states 10-tenants who pay a daily rent of between [REDACTED] and £[REDACTED]. A copy of the returned s.16 Requisition for Information is enclosed for your information.

[REDACTED] are also in breach of a further regulatory regime in that Southwark's Finance and Revenues Department have experienced problems establishing the correct liability party for the Banana Bar premises. The Finance and Revenues Department asked the Licensing Team Leader, David Franklin to provide the name(s) of the trade license holder(s) for the above premises since September 2012 as [REDACTED] were claiming that they had leased the premises and no longer liable to pay the business rates. Enclosed you will find a Witness Statement of David Franklin regarding his involvement concerning the business rates in addition to the demand notice. I can also confirm that as of 20 August 2015, £56,238.39 business rates remain outstanding.

The Licensing Service acting in the Licensing Authority Responsible Authority role, is at this point in time, opposed to the continued involvement of Messrs Rodrigues, in the future operation of the premises. Due to poor management of the premises in addition to all enforcement action taken against [REDACTED] they are not considered fit and proper persons to hold a licence.

Yours faithfully

Debra Allday
Senior Solicitor - Regulatory Team
Legal Services, Finance & Corporate Services
E-mail: debra.allday@southwark.gov.uk

Case No. 011302887917

IN THE MATTER OF A LICENSING ACT 2003 APPEAL
 IN THE CAMBERWELL GREEN MAGISTRATES' COURT

BETWEEN:

[REDACTED]
 (Banana's Bar, 374 Walworth Road, London SE17)

Appellants

-and-

SOUTHWARK COUNCIL

Respondent

WITNESS STATEMENT OF
 DORCAS MILLS

1. I have obtained the BIIAB Level 2 Licensing Practitioners Course in Alcohol and Gambling and Advance Professional Certificate in Investigation Practice. I am a duly authorised officer for the purposes of the Licensing Act 2003, The Gambling Act 2005 and the Health Act 2006. I am a Licensing Officer for Southwark Council.
2. My role includes enforcing the provisions of the Licensing Act 2003 amongst other varied duties.
3. I make this Witness Statement on behalf of the Respondent. Unless otherwise stated to the contrary, the contents of this statement are within my personal knowledge and are true. Where the contents are not within

9

my personal knowledge, the information is true to the best of my knowledge.

4. I attach as Exhibits "DM1-DM9" which I will refer to in the course of my Witness Statement.
5. Within Southwark, the licensing responsibility is wholly administered by this council.

Metropolitan Police Service Review Application - 1 October 2013

6. On 1 October 2013 the Respondent's Licensing Sub-Committee considered an application made under section 51 of the Licensing Act 2003 by the Metropolitan Police for a review of the premises licence in respect of the premises known as Banana Bar, 374 Walworth Road, London SE17 2NF.
7. The review application process involves the provision of all relevant information required under the Act to the licensing authority with copies provided by the applicant to the relevant responsible bodies. The application must also be advertised at the premises and in the local press. The responsible authorities and other interested parties within the local community may make representations on any part of the application where relevant to the four licensing objectives.
8. The premises licence once issued remains valid for the life of the business unless surrendered or revoked. However, under section 51(1) of the Act it remains open to any responsible authority or interested party to apply to the local licensing authority for a review of the premises licence where

there are concerns regarding one or more of the four stated licensing objectives.

9. The licence in respect of the premises known Banana Bar permits the following licensable activities:

- Live music:
Friday and Saturday from 11.00 to 02.30
Sunday from 11.00 to 00.00
- Recorded Music:
Sunday to Thursday from 11.00 to 02.30
Sunday from 11.00 to 00.00
- Performance of dance:
Friday and Saturday from 11.00 to 02.30
Sunday from 11.00 to 00.00
- Facilities for making music:
Sunday to Thursday from 11.00 to 02.30
Sunday from 11.00 to 00.00
- Facilities for dancing:
Sunday to Thursday from 11.00 to 02.30
Sunday from 11.00 to 00.00
- Late night refreshments:
Monday to Thursday from 23.00 to 00.00
Friday and Saturday from 23.00 to 02.30
Sunday from 23.00 to 01.00
- Sale and Supply of alcohol on and off the premises:
Sunday to Thursday from 09.00 to 01.00
Friday and Saturday from 09.00 to 02.30
- Operating hours of premises:
Sunday to Thursday from 09.00 to 01.30
Friday and Saturday from 09.00

13.2 Party 2 - Complained that *".....my bedroom overlooks the car park at the back and side of the Bar. On a number of occasions I have been disturbed by the loud noise late at night coming from area surrounding the bar, particularly on Fridays and Saturdays. This often involved people drinking and talking/arguing loudly.*

Although the front of the Bar is on the Walworth Road, its back is right in the middle of a densely residential area and I do not feel residents should have to put up with this level of disruption on a regular basis". (see my Exhibit "DM2")

13.3 Party 3 - Complained *"I am a resident of Fielding Street....and my house backs onto the back of Banana Bar. On Friday and Saturday nights, myself, partner and nine month old baby are kept awake for hours due to the noise from banana Bar. This includes lots of people hanging around, drinking and talking loudly.*

We have complained to the council and police regarding the noise from Banana Bar and this noise occurs frequently this is having a negative impact on our life as myself and partner cannot sleep and neither can my baby". (see my Exhibit "DM3")

14. In respect of the operating history of the premises up to the 1 October 2013, on 23 June 2009 an application was made to transfer the licence from the previous owner of the premises, then known as Liam Ogs, to Mr Candido Rodrigues.
15. Complaints were received from the Environmental Protection Team with regards to several noise nuisance complaints received and witnessed by their officers and also reported the premises operating beyond their terminal hours. Warning letters were issued.
16. On 03 September 2009 the designated premises supervisor was varied to Sandra Silva Da Costa who had the same home address as Candido Rodrigues.
17. On 14 December 2009 an application was also determined for a variation to extend the operating hours of a premises licence. The application was opposed by the Metropolitan Police Service and a local resident. The decision was to refuse the variation as the Sub-Committee was satisfied that the licensee had not managed the premises having regard to the licensing objectives of the prevention of crime and disorder and the prevention of public nuisance.
18. On 16 March 2010 an application was made to transfer the licence from the previous owner Mr Candido Rodrigues to Minho Montalegre Limited. The sole director of the company was Sandra Silva Da Costa.
19. On 26 March 2010 the designated premises supervisor was varied to Bartłomiej Marcin Gasior.

20. On 2 June 2010 the Licensing Sub-Committee determined an application for a variation of the premises licence, requesting additional activities and an increase in hours. The decision was to partly grant the licence with a reduction in the hours requested, to allow certain activities to be extended only for the weekend and to attach further conditions to the licence.
21. On 17 February 2012 an application was made to transfer the licence from Minho Montalegre Limited back to Mr Candido Rodriguez and Abilio Rodriguez.
22. On 02 August 2013 an application to review the premises licence was submitted by the Police.
23. On 25 September 2013 an application to transfer the premises licence to Sandra Silva Da Costa from Mr Candido Rodriguez and Abilio Rodriguez was received, this application had immediate interim effect.
24. The Metropolitan Police Service submitted an objection to the grant of the transfer stating that Sandra Silva Da Costa had previously been in control of the premises as the designated premises supervisor when the premises were being operated and managed at a standard that fell well below that expected of a responsible operator, that she was the spouse of Candido Rodriguez and that the control of the premises would remain within the family unit and the transfer will do nothing to improve the current unacceptable operation of the premises.
25. On the same date the designated premises supervisor was varied to Dinis Ferreira Baptista.

26. A significant number of visits have been conducted and non-conformities and/or breaches of the premises licence have been observed, the details of which are detailed in the Witness Statement of David Swaby.
27. On 1 October 2013 the Licensing Sub-Committee considered the Metropolitan Police's Review Application and resolved to revoke the licence.
28. On 22 October 2013 [REDACTED] withdrew her application to transfer the premises licence, the licence therefore reverted back to Candido Rodriguez and Abilio Rodriguez

Premises Licence Application in the name Adelino Garcia Lourenco/Banana Bar - 14 April 2014

29. On 17 February 2014 Adelino Garcia Lourenco applied to this council for the grant of a new premises licence in respect of the premises known as Banana's Bar, 374 Walworth Road, London SE17 2NF. The application is as follows:
- Live music (indoors):
 Sunday to Wednesday from 11.00 to 01.30
 Thursday from 11.00 to 02.30
 Friday and Saturday from 11.00 to 04.00
 - Recorded Music (indoors):
 Sunday to Wednesday from 11.00 to 01.30
 Thursday from 11.00 to 02.30
 Friday and Saturday from 11.00 to 04.00
 - Performance of dance (indoors):
 Sunday to Wednesday from 11.00 to 01.30
 Thursday from 11.00 to 02.30
 Friday and Saturday from 11.00 to 04.00
 - Anything of similar description (Facilities for dancing)
 Sunday to Wednesday from 11.00 to 01.30

Thursday from 11.00 to 02.30
Friday and Saturday from 11.00 to 04.00

Late night refreshments:
Sunday to Wednesday from 23.00 to 02.00
Thursday from 23.00 to 03.00
Friday and Saturday from 23.00 to 04.30

Sale and Supply of alcohol on and off the premises:
Sunday to Wednesday from 11.00 to 01.30
Thursday from 11.00 to 02.30
Friday and Saturday from 11.00 to 04.00

Operating hours of premises
Sunday to Wednesday from 23.00 to 02.00
Thursday from 23.00 to 03.00
Friday and Saturday from 23.00 to 04.30

30. The proposed designated premises supervisor is Jose Ribeiro who has a personal licence issued by the Lambeth Council.

31. In respect of this new premises application, 4-representations were received from Responsible Authorities:

31.1 The Metropolitan Police Service raised concerns that the named applicant had been associated with the premises and was in the post of manager. Police believe that this application is an attempt to circumvent the review process as the named applicant has been previously employed by the management prior to the review being made and as such is unlikely to improve the current unacceptable operation of the premises.

31.2 The Respondent's Licensing Team (as a responsible authority) was concerned that the large degree of attention the premises had received from the police and the licensing unit regarding bad behaviour by customers, the poor management by the premises staff and a lack of respect to the authorities during inspections. The Licensing Team as a responsible authority was of the opinion that this behaviour would continue.

31.3 The Respondent's Health and Safety's representation raised concern of the management to provide a suitable risk assessment to protect members of the public from risks relating to violence associated with licensable activities and a suitable crowd management policy

31.4 The Safeguarding Children Board The safeguarding children board oppose the application in view of the fact that the premises is situated in a residential area with children There is also the issue of a number of children who have come to their attention for various reasons who were connected to the address.

32. A further 7- representations were received from other persons. They relate to the operation of the premises prior to and after the review application and are concerned that they will suffer further disturbances with regards to noise and drunken behaviour if a licence is granted:

32.1 Party 1 - Objected to the premises licence on the grounds of prevention of crime and disorder, public safety and prevention of nuisance. Party 1 stated that "*As a resident of Fielding Street since 1999, I can confirm the noticeable increase in late night anti-social behaviour, drunkenness, noise, abusive language, violent behaviour ever since the initial granting of a late night licence for this venue*" (See my Exhibit "DM4")

32.2 Party 2 - Objected to the premises licence on the grounds of prevention of crime and disorder, public safety and prevention of nuisance. Party 2 stated that "*As a resident of Fielding Street since 2003, I can confirm the noticeable increase in late night anti-social behaviour, drunkenness, noise, abusive language, violent behaviour ever since the initial granting of a late night licence for this venue*" (See my Exhibit "DM5")

32.3 Party 3 - Stated that they lived on the north side of the street and "*often woken by patrons of the bar sitting around the garden by Empress Street (on the south side of the street. People gather to chat, laugh, drink etc, and you regularly hear verbal fights break out. It is frightening and intimidating. All of this happens in the early hours of the morning and is a great nuisance*" (See my Exhibit "DM6").

- 32.4 Party 4 – Complained "...we suffer from the behaviour of customers who make their way home in the early hours, broken bottles on the pavement, overturned dustbins, and discarded food are frequent events at the weekends.....the excessive noise when customers decide its warm enough to take their drinks outside and to continue conversations loud enough to keep adults awake and to waken young children and babies" (See my Exhibit "DM17").
- 32.5 Party 5 – Stated "It is our impression from the noise levels we are exposed to that the soundproofing was not installed and the telephone number was never provided.....the noise ranges from conversation, loud laughter, shouting and singing through to swearing and very aggressive confrontations. They have also been fights and assaults outside the Bar requiring police attendance" (See my Exhibit "DM18").
- 32.6 Party 6 – Made a "serious objection" to the application stating ".....since October 2013...have experienced numerous anti-social behaviours from the specific premises. The smoking area for the bar s on an elevated terrace to the back of the bar that directly faces the back of the houses on the south side of Fielding Street, since moving in I have experienced consistent loud noise coming directly from the back of the bar and continual foul and abusive language which has resulted in us no longer opening windows to the back of our house in the evening.....vfolent behaviour and the blatant use of banned substances to the side of the premises makes walking past the bar at certain times quite intimidating for both my family and me" (See my Exhibit "DM19").
- 32.7 Party 7 was an objection made by ward councillor, Dan Garfield who has made a separate Witness Statement in respect of this Appeal.
33. On 14 April 2014 the Licensing Sub-Committee considered the application made by [REDACTED] for a premises licence to be granted under s.17 Licensing Act 2003 in respect of the premises. The application was refused by the Licensing Sub-Committee stating that there were exceptional reasons that the application should be rejected, as it was an attempt to circumvent the licensing review process, in that:

- 33.1 The applicant had failed to make any contact with any of the responsible authorities;
- 33.2 The applicant had failed to meet with the police prior to the Licensing Sub-Committee meeting;
- 33.3 There continued to be problems making contact with the applicant/premises (in the day to day running of the business);
- 33.4 There was no business plan submitted nor had the applicant provided copies of their new lease for the premises nor the required health and safety documentation.
- 33.5 Further incidents of crime and anti-social behaviour had also occurred at the premises since the review meeting on 1 October 2014; and
- 33.6 The applicant and the proposed designated premises supervisor were known to be involved with the premises in 2013.

Premises Licence Application in the name of [REDACTED]
[REDACTED] Pazzia Bar - 15 August 2014

- 34. On 28 May 2014 [REDACTED] applied to this council for the grant of a new premises licence in respect of the premises known as Pazzia Bar & Restaurant, 374 Walworth Road, London SE17 2NF
- 35. As a result of the concerns raised by the Licensing Sub-Committee at the meeting on 14 April 2014 regarding the new premises application submitted by Adellino Garcia Lourenco, that the applicant had failed to produce any documentation concerning his legal interest in the premises 374 Walworth Road, SE17 2NF, the Licensing Team requested that the applicant provided a copy of the lease that permitted him to run a business from the premises. A licence agreement dated 1 June 2014 was subsequently submitted by the Appellant, a copy of which is included in the Appeal Bundle.
- 36. [REDACTED] a application was for:

• Live music (indoors);

Monday to Wednesday from 12.00 to 00.30
 Thursday to Saturday from 12.00 to 02.30
 Sunday from 12.00 to 01.30

- Recorded Music (Indoors);
 Monday to Wednesday from 12.00 to 00.30
 Thursday to Saturday from 12.00 to 02.30
 Sunday from 12.00 to 01.30
- Anything of similar description (provision of facilities for dancing)
 Monday to Wednesday from 12.00 to 00.30
 Thursday to Saturday from 12.00 to 02.30
 Sunday from 12.00 to 01.30
- Late night refreshments:
 Monday to Wednesday from 23.00 to 00.30
 Thursday to Saturday from 23.00 to 02.30
 Sunday from 23.00 to 01.30
- Sale and Supply of alcohol on the premises:
 Monday to Wednesday from 10.00 to 00.30
 Thursday to Saturday from 10.00 to 02.30
 Sunday from 10.00 to 01.30
- Operating hours of premises
 Monday to Wednesday from 07.00 to 01.00
 Thursday to Saturday from 07.00 to 03.00
 Sunday from 09.00 to 02.00.

37. The proposed designated premises supervisor is [REDACTED]
 [REDACTED] who has a personal licence issued by Hammersmith and Fulham
 Council.

38. 3- representations were received from:

- 38.1 The Metropolitan Police Service - whose concern was that despite promises made to run the premises in a different manner from before, the current application mirrors the way that the premises was being run before the revocation. Also, the applicant has not submitted any additional control measures in the operating schedule provided. The police believe that this application is an attempt to circumvent the review process as the named applicant has been previously employed by the management prior

to the review being made and as such is unlikely to improve the current unacceptable operation of the premises.

- 38.2 The Environmental Protection Team who submitted a number of conditions which, if agreed, can form part of the licence conditions, if members were minded to grant the application.
- 38.3 The Health and Safety Team was concerned with the failure by the management to provide a suitable risk assessment to protect members of the public from risks relating to violence associated with licensable activities, and a suitable crowd management policy
39. There is one representation received from an other person being the local ward councillor, Daniel Garfield regarding the operation of the premises prior to and after the review application and are the concern that residents would suffer further disturbances with regards to noise and drunken behaviour if a licence is granted. , Dan Garfield who has made a separate Witness Statement in respect of this Appeal.
40. After consultation with the police prior to Licensing Sub-Committee meeting on 15 August 2014, Mr Soares withdrew his application.

Metropolitan Police -- Expedited Review -- 27 August 2014

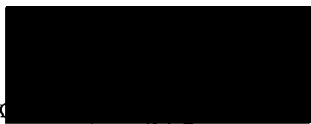
41. On 26 August 2014 the Metropolitan Police applied to the licensing authority for a summary review of the premises licence issued in respect of the premises known Banana's Bar, 374 Walworth Road London SE17 2NF. The application was to deal with serious crime and disorder following a violent incident at the premises and requested that the licence was suspended as an interim step. I do not propose going through the details of this application, as they are dealt with in the Witness Statement of Ian Clements. Suffice to say, the Licensing Sub-Committee imposed the

final meeting in respect of this application is to be considered by the Licensing Sub-Committee on 22 September 2014.

~~4.2~~ The Appellants have demonstrated that they are unable to properly manage the premises, which continues to be the subject of crime and/or anti-social behaviour; they are also unwilling to relinquish their control of the premises. The licence undermines the licensing objectives. I therefore ask that this Honourable Court dismisses this Appeal.

I confirm that the contents of this my Witness Statement is true.

Signed

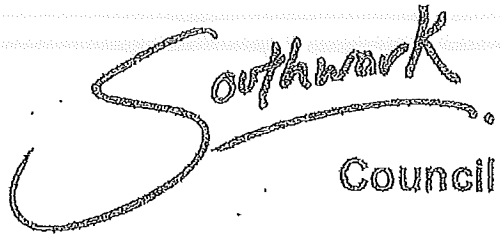


DORGAS MILLS

Date

4/9/14

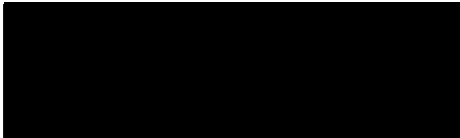
24
109



NOTICE REFERENCE NO.: 374wa/WJR/2015

**Local Government
(Miscellaneous Provisions) Act 1976
Requisition for Information**

To:



Regarding: 374 Watworth Road, London SE17 2NF

TAKE NOTICE that, under the provisions of section 16 of the Local Government (Miscellaneous Provisions) Act 1976, the London Borough of Southwark Council require you to state in writing the nature of your interest in the above mentioned land or premises.

You are also required to state in writing the name and address of any other person known to you as having an interest in the said land or premises, as freeholder, mortgagee, lessee or otherwise, or who receives rent for the land.

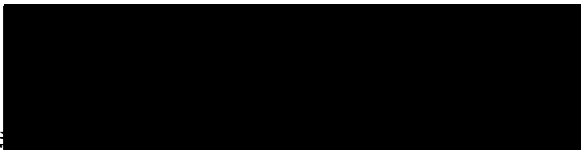
For this purpose a form is attached which you are required to complete and return to the officer named below within 21 days from the date of this notice.

The information is required by the Council with a view to performing the function of:

Service of Statutory Notices

conferred on them by: Housing Act 2004

Signed



Dated: 26th May 2015

**William Radford
Enforcement Officer**

Please address any correspondence to:
Environmental Health & Trading Standards,
Housing Enforcement, 134 Queens Road, London SE16 9EG
Switchboard - 020 7525 2000 Website - www.southwark.gov.uk
Strategic Director - Deborah Collins

NOTE:

Section 16 of the Local Government (Miscellaneous Provisions) Act 1976 provides as follows:-

- (1) Where, with a view to performing a function conferred on a Local Authority by any enactment, the authority considers that it ought to have information connected with any land, the authority may serve on one or more of the following persons, namely
- (a) the occupier of the land; and
 - (b) any person who has an interest in the land as a freeholder, mortgagee or lessee or who directly or indirectly receives rent for the land; and
 - (c) any person who, in pursuance of an agreement between himself and a person interested in the land, is authorised to manage the land or to arrange for the letting of it, a notice specifying the land and the function and the enactment which confers the function and requiring the recipient of the notice to furnish to the authority, within the period specified in the notice (which shall not be less than fourteen days beginning with the day on which the notice is served), the nature of his interest in the land and the address of each person whom the recipient of the notice believes is the occupier of the land and of each person whom he believes is, as respects the land, such a person as is mentioned in the provisions of paragraphs (b) and (c) of this subsection.
- (2) A person who -
- (a) falls to comply with the requirements of a notice served on him in pursuance of the preceding subsection; or
 - (b) in furnishing any information in compliance with such a notice makes a statement which he knows to be false in a material particular,

shall be guilty of an offence and liable on summary conviction to a fine not exceeding level 5 on the Standard Scale of fines (currently £5,000, subject to an alteration by Order).

**Return of information required to be given
under Section 16 of the Local Government
(Miscellaneous Provisions) Act 1976**

Completed Form Should Be Returned For The Attention Of: Mr W J Radford

From:

Of:

In reply to Notice dated: 26th May 2015 Reference No: 374wal/WJR/2015

Regarding the property: 374 Walworth Road, London SE17 2NF

I hereby declare that the following information is correct and to the best of my knowledge.

Signed: [Redacted] Date: 07-07-2015

Print name: [Redacted] Position: LANDLORD

This form must be signed and returned to Environmental Health & Trading Standards, Housing Enforcement, PO BOX 64529, London, SE1P 5LX within 21 days from the date of the service of the Notice.

Name (In full) of Freeholder	/
Address of Freeholder	
Telephone	

If the Freeholder is a Company please complete this section

Is the Freeholder a Limited Company (tick)	YES	NO
If the company is not a limited company please state the full name of the principal partners in the company	3 MONKSPATH HALL ROAD SOLIHULL WEST MIDLANDS B90 4SS	
Telephone	0121 733 7700	

Name (In full) of Leaseholder	/
Address of Leaseholder	
Telephone	

Is the Leaseholder a Limited Company (tick)	YES	NO
If the company is not a limited company please state the full name of the principal partners in the company		
Telephone		

Name (In full) of Agent/Manager	/
Address of Agent	
Telephone	

If the Agent is a Company please complete this section

Is the Agent a Limited Company (tick)	YES	NO
If the company is not a limited company please state the full name of the principal partners in the company		

To whom is the rent paid for the property concerned (In the case of mixed use, this refers to the Residential part) (tick)		
FREEHOLDER	LEASEHOLDER	AGENT

Name (In full) of Mortgagee	/
Address of Mortgagee	
If there is any other person(s) known to you sharing an interest in the property please give their name and address and state the nature of such interest	

Name of Occupants, length of tenancy and amount of rent paid.

NAME	Room Number	Length of Tenancy	Weekly Rent

Case No. 011302887917

IN THE MATTER OF A LICENSING ACT 2003 APPEAL
 IN THE CAMBERWELL GREEN MAGISTRATES' COURT

BETWEEN:

[REDACTED]
 (Banana's Bar, 374 Walworth Road, London SE17)

Appellants

-and-

SOUTHWARK COUNCIL

Respondent

WITNESS STATEMENT OF
 DAVID FRANKLIN

I DAVID FRANKLIN, Team Leader of the Respondent's Licensing Unit based at 160 Tooley Street, London SE1 2QH WILL SAY as FOLLOWS:

1. I make this Witness Statement further to my Witness Statement dated 27 May 2015.
2. I attach as Exhibits "DP1-3" which I will refer to in the course of my Witness Statement.
3. On 26 May 2015, I was emailed by Revenues Officer, [REDACTED] based within the Respondent's Finance & Revenues Department who advised that he was experiencing problems establishing the correct liability party for the premises known as Banana's Bar based at 374 Walworth Road, London, SE17 2NF. I was informed that as I was asked to provide the name(s) of the trade license holder(s) for the above premises since September 2012 as [REDACTED] [REDACTED] were claiming that they had leased the premises and no longer liable to pay the business rates.

4. I informed [redacted] that the freeholder of the premises was Enterprise Inns who had leased the premises to the Appellants, [redacted] their names appeared on Land Registry documents a copy of which is attached as my Exhibit "DF1". Furthermore, there was a lease between Enterprise Inn and [redacted] a copy of which is attached as my Exhibit "DF2".

5. I was informed that Appellants had failed to pay business rates and the following monies remain outstanding:

23.10.12-31.03.13	[redacted]
01.04.13-31.03.14	[redacted]
01.04.14-31.03.15	[redacted]
01.04.15-31.03.16	[redacted]
Total outstanding	£56,208.39

I attach as my Exhibit "DF3" a copy of the National Non-Domestic Rates Demand for 2015-2016. The Court will note the debts for the previous years detailed in the Demand as [redacted]

I confirm that the contents of this my Witness Statement is true to my information, knowledge and belief.

Signed [redacted]
DAVID FRANKLIN

Date 27/05/2015

Title number 58695

B: Proprietorship Register continued

- 3 (07.10.2009) RESTRICTION: No disposition of the registered estate other than a lease for a term expiring less than 30 years and 1 day after the date of the lease by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered not being a charge registered before the date of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 8 September 2009 in favour of The Law Debenture Trust Corporation PLC referred to in the Charges Register.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 30 March 1999 referred to in the Proprietorship Register:-

With the object of giving the Transferor a complete indemnity but not for any other purpose, the Transferee covenants with the Transferor as from the date of this Transfer to observe and perform the covenants, conditions, stipulations, restrictions and other matters referred to in the Property and Charges Registers of each of the Registered Titles and to indemnify and keep the Transferor indemnified from and against all proceedings, costs, claims and expenses on account of any future breach, non-observance or non-performance thereof.

NOTE: The land in this title comprises one of the registered titles referred to.

C: Charges Register

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

- 1 (01.05.2009) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.
- 2 (07.10.2009) REGISTERED CHARGE contained in a Supplemental Debenture dated 8 September 2009 affecting also other titles.

NOTE: Charge reference HDL38391.

- 3 (07.10.2009) Proprietor: THE LAW DEBENTURE TRUST CORPORATION PLC (Co. Regn. No. 1675231) of Fifth Floor, 100 Wood Street, London EC2V 7EX.

Schedule of notices of leases

- | | | | | |
|---|------------|----------------------------|--|-----------|
| 1 | 01.05.2009 | Llam Og, 374 Walworth Road | 25.05.2000
30 years from
24.4.1990 | TGL320659 |
|---|------------|----------------------------|--|-----------|

End of register

JA

EX1

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

558
120

Land Registry



Official copy
of register of
title

Title number: TGL320659 Edition: date 01/05/2009

- This official copy shows the entries on the register of title on 27 MAY 2015 at 11:38:50.
- 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 27 May 2015.
- 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 Land Registry, Telford Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

SOUTHWARK

- 1 (01.05.2009) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Liam Og, 374 Walworth Road, London (SE17 2NF).

NOTE: As to the part tinted blue on the plan only the cellars and lowering way respectively are included in the registration.

- 2 (01.05.2009) The title includes any legal easements granted by the registered lease but is subject to any rights that are granted or reserved by the said lease and affect the registered land.

- 3 (01.05.2009) By a Transfer of the freehold estate in the land in this title and other land dated 27 July 1951 an easement, or right in perpetuity was granted to the British Transport Commission for all or any of the purposes of the London Electric Metropolitan District and Central London Railways (Works) Act 1931 and the Acts incorporated therewith or some or one of them of using the sub-soil or undersurface of the land tinted yellow on the filed plan and of constructing (but by underground workings only) and maintaining in or through such sub-soil or under surface tunnels and works authorised by the said Act 1931 together with the space occupied by such tunnels and works and the sub-soil excavated in the construction thereof. The registration of the land in this title takes effect subject to the above-mentioned easement or right and the space occupied by the said tunnels and works is excluded from this registration.

NOTE: Transfer filed under LN87690.

- 4 (01.05.2009) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
- | | |
|---------|-------------------------------------|
| Date | : 25 May 2000 |
| Term | : 30 years from 24 April 1990 |
| Parties | : (1) Unique Pub Properties Limited |
| | (2) [REDACTED] |

NOTE 1: The lease dated 24 May 1990 referred to in the above lease filed.

471

Title number TGL320659

A: Property Register continued

NOTE 2: A Deed of Variation dated 26 June 1997 of the lease dated 24 May 1990 filed.

- 5 (01.05.2009) The lease prohibits or restricts alienation.
6 (01.05.2009) The landlord's title is registered.

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 (01.05.2009) PROPRIETOR: [REDACTED]
2 (01.05.2009) RESTRICTION; No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
3 (01.05.2009) The covenant implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor is modified.

End of register

JLO

172

DATED 6 APRIL 2008

UNIQUE PUB PROPERTIES LIMITED

- and -



- and -



LICENCE TO ASSIGN

- relating to -
The Elam Qg's Public House
374 Walworth Road
Walworth
London
SE17 2NF

GOSSCHALKS
QUEENS GARDENS
KINGSTON UPON THAMES
M1 3DZ
(R01N C8)

21

From: Blackburn, Gavin
Sent: Wednesday, September 02, 2015 3:02 PM
To: Franklin, David
Subject: Banana Bar 374 Walworth Rd

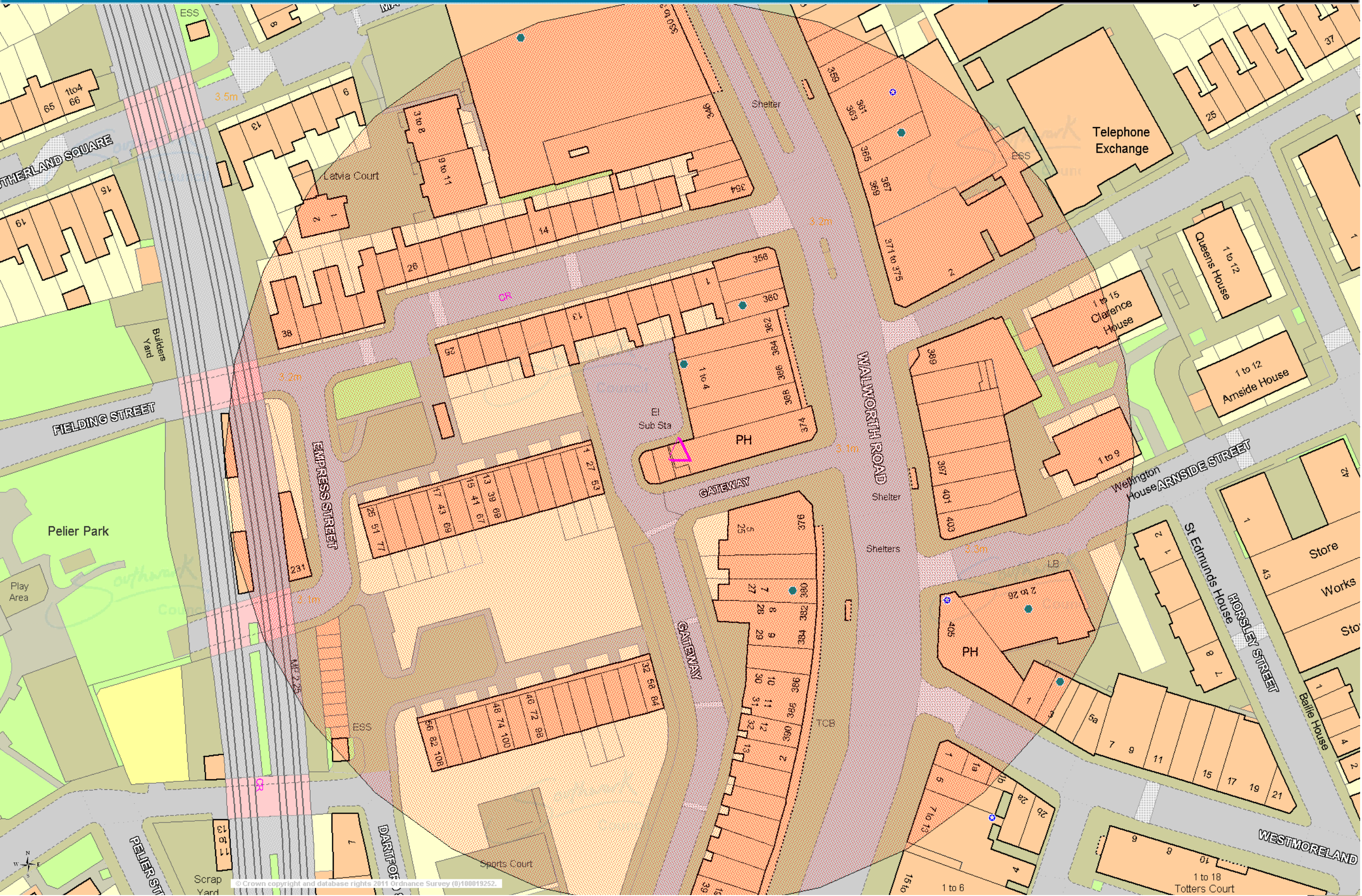
The building appears to pre-date planning control, but appears as a public house (within use class A4). In previous representations the planning department have referred to the use of the site as that of a public house. In 1993 and 1995 decisions were reached in respect of a first floor terrace and its use or otherwise in connection with a public house. There is not though any original planning permission limiting or conditioning matters such as hours or use.

I have seen a schedule of operation and proposed licence conditions that refer to alcohol only being served in connection with a table meal. In my view requiring alcohol to only be served with food alters the use of the premises, probably to that of a restaurant. In my view it is an essential characteristic of a public house that drink on its own can be purchased for consumption on the premises. I am aware that a number of public houses provide extensive food options and may receive significant profit from a food operation and still consider themselves to be a public house, nevertheless if the ability to purchase alcohol on its own is removed I think the use as a public house ceases.

In planning terms a restaurant is a use within class A3. It has since the inception of the A4 use class been the case that a site can change from A4 public house to a A3 restaurant without the need for planning permission. In my view this is because in general a restaurant is quieter and less intense in terms of its operation than a public house. Planning permission would be needed to change from a restaurant to a public house, because of the potential for a more intense operation. A recent exception is that a public house registered as an asset of community value loses its permitted development rights to change use. This site is not currently registered as an asset of community value. No planning issue arises from the change of use to a restaurant.

Kind regards

Gavin Blackburn



© Crown copyright and database rights 2011 Ordnance Survey (0100019252).

Item No. 6.	Classification: Open	Date: 28 September 2015	Meeting Name: Licensing Sub-Committee
Report title:		Licensing Act 2003 Mama Leah's 660 Old Kent Road, London SE15 1JF	
Ward(s) or groups affected:		Livesey Ward	
From:		Strategic Director of Environment and Leisure	

RECOMMENDATION

1. That the licensing sub-committee considers an application made by Mr Tobi Raphael to vary the premises licence granted under the Licensing Act 2003 in respect of the premises known as Mama Leah's 660 Old Kent Road London SE15 1JF
2. Notes:
 - a) This application seeks to vary existing licensable activities held under current legislation in respect of the premises known as Mama Leah under Section 34 of the Licensing Act 2003. Existing permitted licensable activities are not the subject of representations and are not under consideration at this meeting. The variation application is subject to representations from other persons and is therefore referred to the sub-committee for determination.
 - b) Paragraphs 9 and 10 of this report provide a summary of the application under consideration by the sub-committee. A copy of the full application is attached as Appendix A.
 - c) Paragraphs 12 to 14 of this report deal with the representations received to the variation of premises licence application. Copies of the relevant representations and associated correspondence are attached as Appendices C and E.

BACKGROUND INFORMATION

The Licensing Act 2003

3. The Licensing Act 2003 provides a licensing regime for:
 - a) The sale of and supply of alcohol
 - b) The provision of regulated entertainment
 - c) The provision of late night refreshment

Within Southwark, this council wholly administers the licensing responsibility.

4. The Act requires the licensing authority to carry out its functions under the Act with a view to promoting the four stated licensing objectives. These are:
 - a) The prevention of crime and disorder
 - b) The promotion of public safety
 - c) The prevention of nuisance
 - d) The protection of children from harm

5. In carrying out its licensing functions, a licensing authority must also have regard to
 - a) The Act itself
 - b) The guidance to the act issued under Section 182 of the Act
 - c) Secondary regulations issued under the Act
 - d) The licensing authority's own statement of licensing policy
 - e) The application, including the operating schedule submitted as part of the application
 - f) Relevant representations

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

KEY ISSUES FOR CONSIDERATION

The current premises licence

7. The current licence in respect of the premises known as Mama Leah's, SE15 4DH was issued on 27 February 2013. It allows the following licensable activities:
 - Sale of alcohol (on the premises):
Sun to Thu 12.00 – 22.30
Fri to Sat 12.00 – 23.15
 - Operating hours of premises:
Sun to Thu 10.30 – 23.00
Fri to Sat 10.30 – 00.00

8. A copy of the existing premises licence is attached as Appendix B.

The variation application

9. On 15 July 2015, Mr Tobi Raphael applied to this council to vary the premises licence issued in respect of the premises known as Mama Leah's London SE15 1JF

The application has been changed by the applicant to conciliate with the responsible authorities and is now summarized as follows:

Opening Hours:

Thursday: now to remain as per the current licence (closing at 23.30)
Friday: 10.00 to 01.30
Saturday: 10.00 to 01.30

Sale of Alcohol:

Thursday: as per the current licence
Friday: 12.00 to 01.00
Saturday: 12.00 to 01.00

Entertainment (live and recorded music)

Thursday: as per the current licence
Friday: 23.00 to 01.00

Saturday: 23.00 to 01.00

Late night refreshment:

Thursday: now not applicable

Friday: 23.00 to 01.00

Saturday: 23.00 to 01.00

10. The variation to the premises licence application form provides the applicant operating schedule. Parts I J, K, L and M set out the operating controls in full, with reference to the four licensing objectives as stated in the Licensing Act 2003. Should a premises licence be issued in respect of the application the information provided in part P of the operating schedule will form the basis of conditions that will be attached to the licence. A copy of the application is attached to this report as Appendix A.

Designated premises supervisor

11. The designated premises supervisor under the existing premises licence is Mr Tobi Raphael, who holds a personal licence from L.B Lewisham Council.

Representations from responsible authorities

12. Three representations were received from responsible authorities the Police, the Environmental Protection Team and the Licensing Authority.
13. The applicant engaged with the responsible authorities and agreed no adjustment to the operating hours on Thursdays and reduced additional hours on Friday and Saturday. Additional conditions were also agreed. All three responsible authorities considered the adjustments to the variation application and have withdrawn their representations.
14. A copy of the Responsible authority representations and the conciliation are attached as Appendix C

Representations from other persons

15. Three representations were received from other persons. The representations relate to noise from music and people, fumes from smokers, rubbish storage, urinating outside and smashed bottles. Copies of the representations are attached as Appendix D.

Conciliation

16. The representations have been forwarded to the applicant licensing agent. An update will be provided at the hearing.

Operating history

17. The current premises licence was granted to the premises on 22 March 2013.
18. There is no record of complaints against the premises.

Temporary Event Notices

19. There have been no temporary event notices submitted for this premises.

The local area

20. A map of the area is attached to this report as Appendix E. The premises is identified at the centre of the map. For purposes of scale-only the circle on the map has a 100 metre radius.

21. Details of similar premises in the vicinity:

Wazobia Restaurant
670 Old Kent Road SE15 1JF
Opening Hours
Sunday to Thursday 12.00 to 00.00
Friday & Saturday 12.00 to 03.30
Sale of alcohol, live and recorded music
Sunday to Thursday 12.00 to 00.00
Friday & Saturday 12.00 to 03.30

Prince of Wales
14 Ruby Street SE15 1LL
Opening Hours
Mon to Wed 09.00 to 01.30
Thur 09.00 to 02.30
Fri & Sat 09.00 to 05.00
Sun 12.00 to 04.00

Sale of alcohol
Mon to Wed 10.00 to 01.00
Thur 10.00 to 02.00
Fri & Sat 10.00 to 04.00
Sun 12.00 to 02.00

Live & recorded music
Mon to Wed 09.00 to 01.00
Thur 09.00 to 02.00
Fri & Sat 10.00 to 04.00
Sun 12.00 to 02.00

Late night refreshment
Mon to Wed 23.00 to 01.30
Thur to Sat 23.00 to 02.30
Sun 12.00 to 00.30

Further information – entertainment deregulation

22. On 6 April 2015 entertainment became deregulated and as a result.

20.1 Live unamplified music is deregulated between 08.00hrs to 23.00hrs on any premises provided the audience does not exceed 500 people.

20.2 Live amplified music and recorded music is deregulated between 08.00 and 23.00 provided the audience does not exceed 500 people on certain classes of premises including licensed premises.

23. However, live music can become licensable in on-licensed premises if the licensing authority removes the effect of the deregulation following a licence review ('licence review mechanism').

Southwark Council Statement of Licensing Policy

24. Council Assembly approved Southwark's Statement of Licensing Policy 2011-14 on 12 October 2011. Sections of the statement that are considered to be of particular relevance to this application are:
- Section 3 which sets out the purpose and scope of the policy and reinforces the four licensing objectives;
 - Section 5 which sets out the council's approach with regard to the imposition of conditions including mandatory conditions to be attached to the licence;
 - Section 6 details other relevant council and government policies, strategies, responsibilities and guidance, including the relevant articles under the Human Rights Act 1998;
 - Section 7 provides general guidance on dealing with crime and disorder and deals with licensing hours;
 - Section 8 provides general guidance on ensuring public safety including safe capacities;
 - Section 9 provides general guidance on the prevention of nuisance; and
 - Section 10 provides general guidance on the protection of children from harm.
25. The purpose of Southwark's statement of licensing policy is to make clear to applicants what considerations will be taken into account when determining applications and should act as a guide to the sub-committee when considering the applications. However, the sub-committee must always consider each application on its own merits and allow exceptions to the normal policy where these are justified by the circumstances of the application.

Resource implications

26. A fee of £190 has been paid by the applicant in respect of this application being the statutory fee payable for premises within non-domestic rateable value band B.

Consultations

27. Consultation has been carried out on this application in accordance with the provisions of the Licensing Act 2003. A public notice was published in a local newspaper and a similar notice exhibited outside of the premises for a period of 28 consecutive days and the application has been advertised on the council's online licensing register.
28. A visit to check the poster at the premises was made on 31 July 2015 and it was found that the poster was block from public view when the premises were closed and the shutters were down. The poster was repositioned and 28 days consultation period was restarted.

Community impact statement

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

SUPPLEMENTARY ADVICE FROM OTHER OFFICERS

Strategic director of communities, law & governance

30. The sub-committee is asked to determine the application to vary the premises licence under Section 34 of the Licensing Act 2003.
31. The principles which sub-committee members must apply are set out below.

Principles for making the determination

32. Section 35 of the Licensing Act 2003 sets out the licensing authority's powers and duties in considering the determination of an application for variation.
33. The general principle is that applications for variation must be granted unless relevant representations are received. This is subject to the proviso that the applicant has complied with regulations in advertising and submitting the application.
34. Relevant representations are those which
 - Are about the likely effect of the granting of the application on the promotion of the licensing objectives
 - Are made by an other party or responsible authority
 - Have not been withdrawn
 - Are not, in the opinion of the relevant licensing authority, frivolous or vexatious.
35. If relevant representations are received then the Sub-Committee must have regard to them, in determining whether it is necessary for the promotion of the licensing objectives to
 - Add to, omit, and/or alter the conditions of the licence or,
 - Reject the whole or part of the application for variation

Conditions

36. The sub-committee's discretion is thus limited. It can only modify the conditions put forward by the applicant, or refuse the variation, if it is appropriate to do so. Conditions must be appropriate and proportionate for the promotion of one of the four licensing objectives, and not for any other reason. Conditions must also be within the control of the licensee, and should be worded in a way which is clear, certain, consistent and enforceable.
37. The four licensing objectives are
 - a. The prevention of crime and disorder;
 - b. Public safety;
 - c. The prevention of nuisance; and
 - d. The protection of children from harm.
38. Members should note that each objective is of equal importance. There are no other licensing objectives, and the four objectives are paramount considerations at all times.
39. Conditions will not be appropriate if they duplicate a statutory position. Conditions relating to late night refreshment and take away aspect of the licence must relate to the night time

operation of the premises and must not be used to impose conditions which could not be imposed on day time operators.

40. The Licensing Act requires mandatory conditions in respect of supply of alcohol, the exhibition of films and in respect of door supervisors. The Licensing Act 2003 (Mandatory Licensing Conditions) Order 2003 introduced 3 new conditions in respect of irresponsible promotions, the oral dispensing of alcohol and free tap water. In October 2010 an additional 2 conditions will come into force – age verification policy and smaller measures for alcoholic drinks.
41. Members are also referred to the DCMS guidance on conditions, specifically section 7, and Annexes D, E, F and G.

Reasons

42. If the sub-committee determines that it is appropriate and proportionate to modify the conditions, or to refuse the application for to vary the premises licence, it must give reasons for its decision.

Hearing procedures

43. Subject to the Licensing Hearing regulations, the licensing committee may determine its own procedures. Key elements of the regulations are that:
 - The hearing shall take the form of a discussion led by the authority. Cross examination shall not be permitted unless the authority considered that it is required for it to consider the representations.
 - Members of the authority are free to ask any question of any party or other person appearing at the hearing
 - The committee must allow the parties an equal maximum period of time in which to exercise their rights to:
 - Address the authority
 - If given permission by the committee, question any other party.
 - In response to a point which the authority has given notice it will require clarification, give further information in support of their application.
 - The committee shall disregard any information given by a party which is not relevant to the particular application before the committee and the licensing objectives
 - The hearing shall be in public, although the committee may exclude the public from all or part of a hearing where it considers that the public interest in doing so outweighs the public interest in the hearing, or that part of the hearing, taking place in private.
 - In considering any representations or notice made by a party the authority may take into account documentary or other information produced by a party in support of their application, representations or notice (as applicable) either before the hearing or, with the consent of all the other parties, at the hearing
44. This matter relates to the determination of an application to vary a premises licence under section 34 of the Licensing Act 2003. Regulation 26(1) (a) requires the sub-committee to make its determination at the conclusion of the hearing.

Council's multiple roles and the role of the Licensing Sub-Committee

45. Sub-committee members will note that, in relation to this application, the council has multiple roles. Council officers from various departments have been asked to consider the application from the perspective of the council as authority responsible respectively for environmental health, trading standards, health and safety and as the planning authority.
46. Members should note that the licensing sub-committee is meeting on this occasion solely to perform the role of licensing authority. The sub-committee sits in quasi-judicial capacity, and must act impartially. It must offer a fair and unbiased hearing of the application. In this case, members should disregard the council's broader policy objectives and role as statutory authority in other contexts. Members must direct themselves to making a determination solely based upon the licensing law, guidance and the council's statement of licensing policy.
47. As a quasi-judicial body the licensing sub-committee is required to consider the application on its merits. The sub-committee must take into account only relevant factors, and ignore irrelevant factors. The decision must be based on evidence, that is to say material, which tends logically to show the existence or non-existence of relevant facts, or the likelihood or unlikelihood of the occurrence of some future event, the occurrence of which would be relevant. The licensing sub-committee must give fair consideration to the contentions of all persons entitled to make representations to them.
48. The licensing sub-committee is entitled to consider events outside of the premises if they are relevant, i.e. are properly attributable to the premises being open. The proprietors do not have to be personally responsible for the incidents for the same to be relevant. However, if such events are not properly attributable to the premises being open, then the evidence is not relevant and should be excluded. Guidance is that the licensing authority will primarily focus on the direct impact of the activities taking place at the licensed premises on members of the public, living, working or engaged in normal activity in the area concerned.
49. Members will be aware of the council's code of conduct which requires them to declare personal and prejudicial interests. The code applies to members when considering licensing applications. In addition, as a quasi-judicial body, members are required to avoid both actual bias, and the appearance of bias.
50. Under the Human Rights Act 1998 the sub committee needs to consider the balance between the rights of the applicant and those making representations to the application when making their decision. The sub-committee has a duty under section 17 Crime and Disorder Act 1998 when making its decision to do all it can to prevent crime and disorder in the borough.
51. Other persons, responsible authorities and the applicant have the right to appeal the decision of the sub-committee to the Magistrates' Court within a period of 21 days beginning with the day on which the applicant was notified by the licensing authority of the decision to be appealed against.

Guidance

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

Background documents

Background Papers	Held At	Cont
Licensing Act 2003 DCMS Guidance to the Act Secondary Regulations Southwark Statement of Licensing Policy Case file	C/O Southwark Licensing, Community Safety & Enforcement, 3rd Floor Hub C, 160 Tooley Street PO Box 64529 SE1 5LX	Kirty Read Telephone No. 020 7525 5748

Appendices

Name	Title
Appendix A	Variation Application
Appendix B	Existing premises licence
Appendix C	Representations from Responsible authorities
Appendix D	Representations from other persons
Appendix E	Map of the area

Audit trail

Lead Officer	Deborah Collins, Strategic Director of Environment and Leisure	
Report Author	David Swaby, Principal Licensing Officer	
Version	Final	
Dated	16 September 2015	
Key Decision?	No	
CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER		
Officer Title	Comments sought	Comments included
Director of Legal Services	Yes	Yes
Strategic Director of Finance and Corporate Services	No	No
Cabinet Member	No	No
Date final report sent to Constitutional Team	23 September 2015	

Application for a premises licence to be granted under the Licensing Act 2003

Before completing this form please read the guidance notes at the end of the form. If you are completing this form by hand please write legibly in block capitals. In all cases ensure that your answers are inside the boxes and written or typed in black ink. Use additional sheets if necessary. You may wish to keep a copy of the completed form for your records.

I/We: Tobi Raphael

apply for a premises licence under section 17 of the Licensing Act 2003 for the premises described in Part 1 below (the premises) and I/we are making this application to you as the relevant licensing authority in accordance with section 12 of the Licensing Act 2003.

Part 1 – Premises Details

Postal address of premises:
660 Old Kent Road
London
London
SE15 1JF
Rateable value: 11000

RECEIVED
22 JAN 2013


Part 2 – Applicant Details

Please state whether you are applying for a premises licence as:

- a) an individual or individuals
- b) a person other than an individual
 - i. as a limited company,
 - ii. as a partnership
 - iii. as an unincorporated association or
 - iv. other (for example a statutory corporation)
- c) a recognised club
- d) a charity
- e) the proprietor of an educational establishment
- f) a health service body
- g) a person who is registered under Part 2 of the Care Standards Act 2000 (c14) in respect of an independent hospital
- h) the chief officer of police of a police force in England and Wales

- I am carrying on or proposing to carry on a business which involves the use of the premises for licensable activities; or
- I am making the application pursuant to a
 - statutory function or
 - a function discharged by virtue of Her Majesty's prerogative

(A) INDIVIDUAL APPLICANTS (fill in as applicable)

Details of Main Applicant:		
Title: Mr	Surname: Raphael	Forename(s): Tobi
I am 18 years or over:		<input checked="" type="checkbox"/> (please tick)
Address:		

(B) OTHER APPLICANTS (fill in as applicable)

Please provide name and registered address of applicant in full. Where appropriate please give any registered number. In the case of a partnership or other joint venture (other than a body corporate), please give the name and address of each party concerned:

Name:
Registered number (where applicable):
Address:
Phone number:
Description of applicant (for example, partnership, company, unincorporated association etc.)

Part 3 – Operating Schedule

When do you want the premises licence to start?	18 Jan 2013
If you wish the licence to be valid only for a limited period, when do you want it to end?	

Please give a general description of the premises (please read guidance note1)	
<p>The premises is a retail unit, which is in the process of being converted into a restaurant from a solicitors office and is situated opposite the Kent Park Industrial Estate, the Sandgate Trading Estate and South Eastern Gas Works. The premises is surrounded by retail shops and restaurants.</p> <p>The premises is rectangular with a narrow front and rear. The main entrance is on the right-hand side of the frontage. The ground floor bar is situated against the rear left-hand wall as you enter with the seating areas being in front. Toilet facilities and a fire exit are provided to the rear of the premises. The second floor has the same layout with the fire escape to the rear wall beyond the kitchen.</p>	
If 5,000 or more people are expected to attend the premises at any one time, please state the number expected to attend.	

What licensable activities do you intend to carry on from the premises?

Provision of regulated entertainment:

- a) plays
- b) films
- c) indoor sporting events
- d) boxing or wrestling entertainment
- e) live music
- f) recorded music
- g) performances of dance
- h) anything of a similar description to that falling within (e), (f) or (g)

Provision of entertainment facilities:

- i) making music
- j) dancing
- k) entertainment of a similar description to that falling within (i) or (j)

L) Provision of late night refreshment

M) Supply of alcohol

F

Recorded music Standard days & times (Please read guidance note 6)			Will the performance of recorded music take place indoors or outdoors or both – please tick (Please read guidance note 2)	Indoors	<input checked="" type="checkbox"/>
Day	Start	Finish		Outdoors	<input type="checkbox"/>
A14 Mon	10:30	23:00	Please give further details here (Please read guidance note 3)	Both	<input type="checkbox"/>
Tue	10:30	23:00	Recorded music to be played on a daily basis.		
Wed	10:30	23:00	State any seasonal variations for the performance of recorded music (Please read guidance note 4)		
Thur	10:30	23:00	Christmas and New Year Christmas eve: 10:30 - 01:00 New Years eve: 10:30 - 02:00 Bank holidays -10:30- 24:00		
Fri	10:30	23:00	Non standard timings. Where you intend to use the premises for the performance of recorded music at different times to those listed in the column on the left, please list (Please read guidance note 5)		
Sat	10:30	23:00	Christmas eve: 10:30 - 01:00 New Years eve: 10:30 - 02:00 Bank holidays -10:30- 24:00		
Sun	10:30	23:00			


K

Provision of facilities for entertainment of a similar description to that falling within i or j Standard days & times (Please read guidance note 6)			Will the entertainment facility be indoors or outdoors or both – please tick (Please read guidance note 2)	Indoors	<input checked="" type="checkbox"/>
				Outdoors	<input type="checkbox"/>
				Both	<input type="checkbox"/>
Day	Start	Finish			
Mon			Please give a description of the type of entertainment facility you will be providing		
Tue			Twice a month on Thursday, live singing is proposed with a recorded backing and no drums.		
Wed			Please give further details here (Please read guidance note 3)		
			Twice a month on Thursday, live singing is proposed with a recorded backing and no drums.		
Thur	19:00	22:00	State any seasonal variations for the provision of facilities for entertainment of a similar description to that falling within i or j (Please read guidance note 4)		
Fri			Christmas eve: 18:00 - 01:00 New Years eve: 18:00 - 02:00		
Sat			Non standard timings. Where you intend to use the premises for the provision of facilities for entertainment of a similar description to that falling within i or j at different times to those listed in the column on the left, please list (Please read guidance note 5)		
Sun			Christmas eve: 18:00 - 01:00 New Years eve: 18:00 - 02:00		

M

Supply of alcohol Standard days & times (Please read guidance note 6)			Will the supply of alcohol be for consumption: (please tick) (Please read guidance note 7)	On the premises	<input checked="" type="checkbox"/>	
Day	Start	Finish		Off the premises	<input type="checkbox"/>	
Mon	12:00	23:00	State any seasonal variations for the supply of alcohol (Please read guidance note 4)	Both	<input type="checkbox"/>	
Tue	12:00	23:00		Christmas and New Year Christmas eve: 10:30 - 01:00 New Years eve: 10:30 - 02:00 Bank holidays -10:30- 24:00		
Wed	12:00	23:00				
Thur	12:00	23:00				
Fri	12:00	23:15	Non standard timings. Where you intend to use the premises for the supply of alcohol at different times to those listed in the column on the left, please list (Please read guidance note 5)			
Sat	12:00	23:15	Christmas and New Year Christmas eve: 10:30 - 01:00 New Years eve: 10:30 - 02:00 Bank holidays -10:30- 24:00			
Sun	12:00	23:00				

State the name and details of the individual whom you wish to specify on the licence as premises supervisor

Details of Designated Premises Supervisor:	
Title: Mr	Surname: Raphael Forename(s): Tobi
Address:	
Personal Licence number (if known):	1003224870
Issuing licensing authority (if known):	Borough of Lewisham

N

Please highlight any adult entertainment or services, activities, other entertainment or matters ancillary to the use of the premises that may give rise to concern in respect of children (please read guidance note 8)

There are no activities which may give concern to children.

O

Hours premises are open to the public Standard days & times (Please read guidance note 6)			State any seasonal variations for the supply of alcohol (Please read guidance note 4) Christmas eve: 10:30 - 01:00 New Years eve: 10:30 - 02:00 Bank holidays -10:30- 24:00
Day	Start	Finish	
Mon	10:30	23:00	Non standard timings. Where you intend to use the premises for the supply of alcohol at different times to those listed in the column on the left, please list (Please read guidance note 5) Christmas eve: 10:30 - 01:00 New Years eve: 10:30 - 02:00 Bank holidays -10:30- 24:00
Tue	10:30	23:00	
Wed	10:30	23:00	
Thur	10:30	23:00	
Fri	10:30	24:00	
Sat	10:30	24:00	
Sun	10:30	23:00	

P

Describe the steps you intend to take to promote the four licensing objectives:

a) General – all four licensing objectives (b,c,d,e) (please read guidance note 9)

1. The Applicant has considered Southwark's Council's Statement of Licensing Policy 2011- 2014, dated 12 October 2011
2. Legal advice has been sought in relation to this application and the following legislation has been considered as part of this application to vary Premises Licence 894: The Licensing Act 2003 and Regulations (as amended), Section 182 Guidance, Crime and Disorder Act 1998, Health and Safety at Work Act 1974, Anti-Social Behaviour Act 2003, Violent Crime Reduction Act 2006, the Clean Neighborhoods and Environment Act 2005, etc
3. The Applicant is aware of and shall comply with the five new mandatory conditions introduced under the Licensing Act 2003 (Mandatory Licensing Conditions) Order 2010, namely (1) prohibition of irresponsible drinks promotions (on sales only) (2) restrictions on one person dispensing alcohol directly into the mouth of another (on sales only) (3) the provision of free tap water (on sales only), (4) requirements for age verification policies to be established in relation to the sale and supply of alcohol, including photo-identification for persons appearing to be under 18 years of age (on and off sales); and (5) requirements for alcohol to be sold or supplied in small measures (on sales)
3. An Environmental Noise Investigation Assessment and Report dated 15 January 2012 was carried out prior to change of user from A2 to A3, such change being approved by Southwark Council. Further contact has been made with Environmental Health prior to submission of this application
4. The Applicant has made contact with the Local Fire Authority and a Fire and Emergency Planning Risk Assessment has been carried out
5. The premises licence will be permanently displayed on the glass front door of the premises

b) The prevention of crime and disorder

Proof of Age Cards

A proof of age policy to the satisfaction of the police and the Local Authority will be in place

Drunkenness and violent or anti-social behaviour on the premises

These shall not be tolerated and anyone suspected of or engaging in the same shall be asked to leave and the police contacted, if necessary

Theft

Crime prevention notices will be displayed warning customers of the prevalence of crime which may target them, eg bags should not be left unattended, watch out for pickpockets

Maintenance of smoke-free environments

The premises shall comply with all non-smoking legislation

CCTV

Will be installed and working to the satisfaction of the Police and Local Authority

Recordings will be maintained for one month

If the CCTV equipment is inoperative, the Police and Local Authority will be informed as soon as possible and immediate steps will be taken to put the equipment back into action

A notice will be displayed at the entrance to the premises advising that CCTV is in operation

Bottles and Glasses

Alcoholic and soft drinks will be served in plastic or toughened glasses

No customers carrying open or sealed bottles or glasses will be admitted to the premises at any time

No customers will be permitted to take open containers of alcoholic or soft drinks from the premises

All bottles and glasses will be removed from public areas as soon as they are finished with or empty

General

A policy will be in force for the management of large groups, ie hen and stag parties. The group will be required to nominate a responsible person to liaise with staff

The premises shall keep an incident book and record details of all instances of public disorder

Staff shall receive regular training a minimum of four times a year to ensure that the prevention of disorder is in sharp focus, to be made available to the Licensing Authority or Police upon request.

Staff shall implement a dispersal policy outside the premises within the Applicant's direct control

c) Public safety

The installation and maintenance of fire cylinders

Regular review of general fire precautions to comply with current legislation

Applicants to carry out regular fire risk assessments to identify any risks and precautions to be taken in compliance with current legislation

Exits are to be kept unobstructed with non-slippery even surfaces, free of trip hazards and easily identified

Internal gangways between chairs and tables are to be kept unobstructed

Doors at emergency exits are regularly checked to ensure that they function satisfactorily and a record of the check kept

First Aid

Adequate and appropriate supply of first aid equipment and materials will be available on the premises

The first aider will be trained to deal with drug and alcohol related problems

General

Free drinking water will be made available at all times the premises is open to the public (with a sale)

d) The prevention of public nuisance

The Applicant shall conduct regular risk assessments on noise levels outside the premises

Staff shall implement a litter clearing policy outside the premises as within the definition of 'immediately outside'

Staff shall place a sign at the exit encouraging patrons to be quiet and respect the needs of local residents

e) The protection of children from harm

All customers attempting to purchase alcohol who appear to be under the age of 18 shall be required to produce a valid form of identification. Acceptable forms of identification are a proof of age card bearing the PASS hologram logo, an EU photo card, full driving licence or a passport

The Applicant shall run the No ID, No Sale or similar campaign

A refusals book, or similar record, shall be kept at the premises in which must be recorded the date, time and circumstances under which any attempted purchase by a

young customer has been refused. This book or other form of record, shall be made available for inspection by any police officer, community support officer or authorised person upon demand

Children under the age of 16 may be present in the restaurant with an accompanying adult but are otherwise not permitted beyond 19:00


Final Checklist

- I have made or enclosed payment of the fee
- I have enclosed the plan of the premises
- I have sent copies of this application and the plan to responsible authorities and others where applicable
- I have enclosed the consent form completed by the individual I wish to be premises supervisor, if applicable
- I understand that I must now advertise my application
- I understand that if I do not comply with the above requirements my application will be rejected

IT IS AN OFFENCE, LIABLE ON CONVICTION TO A FINE UP TO LEVEL 5 ON THE STANDARD SCALE, UNDER SECTION 158 OF THE LICENSING ACT 2003 TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION

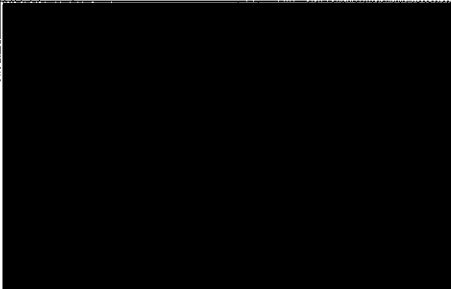
Part 4 – Signatures (please read guidance note 10)

Signature of applicant or applicant's solicitor or other duly authorised agent (See guidance note 11). **If signing on behalf of the applicant please state in what capacity.**

Signature	
Date	21.1.2013
Capacity	

For joint applications signature of other applicant(s), their solicitor(s) or other authorised agent(s). (Please read guidance note 12). **If signing on behalf of the applicant please state in what capacity.**

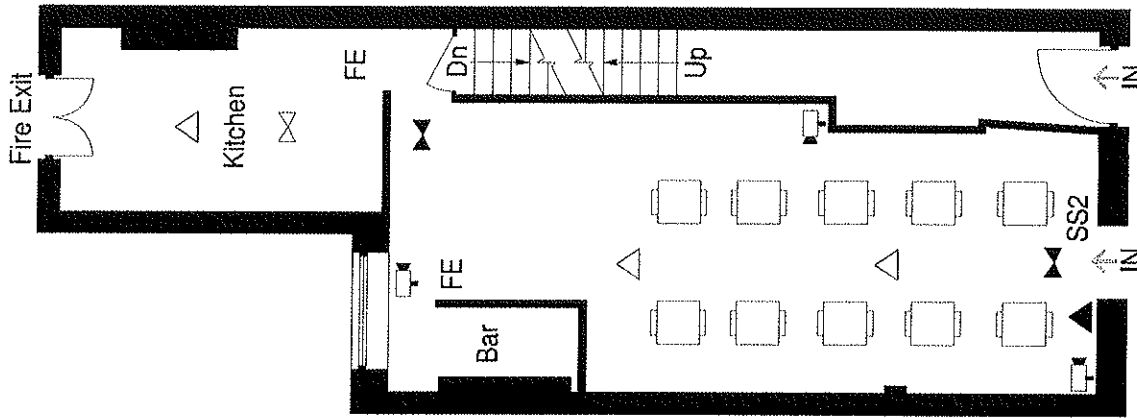
Signature	
Date	
Capacity	

Details of Main Applicant:		
Title: Mr	Surname: Raphael	Forename(s): Tobi
Address:		

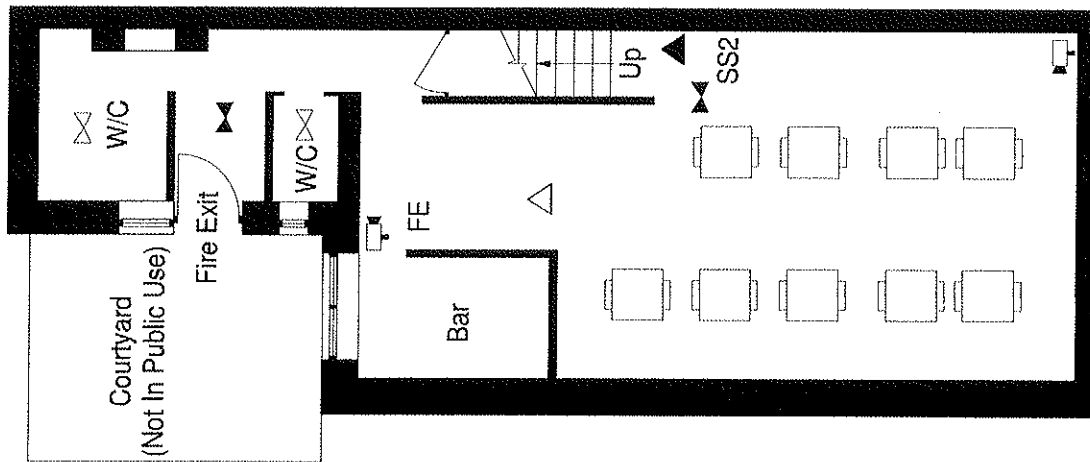
660 Old Kent Road,
London, SE15 1JF

Approximate Gross
Internal Area
117 sq m / 1259 sq ft

Symbols	
	= Emergency Lighting
	= Camera
	= Fire / Smoke Alarm
	= Bulk Head Emergency Lights
FE	= Fire Extinguisher
	= Fire Alarm Call Point
SS2	= SS2 Fire Exit Sign



Ground Floor



Basement

Scale 1:100 (A4 PDF)

Licensing Act 2003 Premises Licence



Environmental Health & Trading Standards
Licensing Unit
Hub 2, 3rd Floor
PO Box 64529
London, SE1P 5LX

Premises licence number

840223

Part 1 - Premises details

Postal address of premises, or if none, ordnance survey map reference or description	
660 Old Kent Road London SE15 1JF	
Ordnance survey map reference (if applicable), 177716534585	
Post town London	Post code SE15 1JF
Telephone number	

Where the licence is time limited the dates

Licensable activities authorised by the licence

Live Music - Indoors
Recorded Music - Indoors
Entertainment Similar to live music - Indoors
Sale by retail of alcohol to be consumed on premises

The opening hours of the premises

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

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

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

Sale by retail of alcohol to be consumed on premises

The times the licence authorises the carrying out of licensable activities

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

Live Music - Indoors

Thursday 19:00 - 22:00

Recorded Music - Indoors

Monday 10:30 - 22:30

Tuesday 10:30 - 22:30

Wednesday 10:30 - 22:30

Thursday 10:30 - 22:30

Friday 10:30 - 23:30

Saturday 10:30 - 23:30

Sunday 10:30 - 22:30

Entertainment Similar to live music - Indoors

Thursday 19:00 - 22:00

Sale by retail of alcohol to be consumed on premises

Monday 12:00 - 22:30

Tuesday 12:00 - 22:30

Wednesday 12:00 - 22:30

Thursday 12:00 - 22:30

Friday 12:00 - 23:15

Saturday 12:00 - 23:15

Sunday 12:00 - 22:30

Part 2

Name, (registered) address, telephone number and email (where relevant) of holder of premises licence

Tobi Raphael

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

info@mlcatering.co.uk

Registered number of holder, for example company number, charity number (where applicable)**Name, address and telephone number of designated premises supervisor where the premises licence authorises for the supply of alcohol**

Tobi Raphael

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

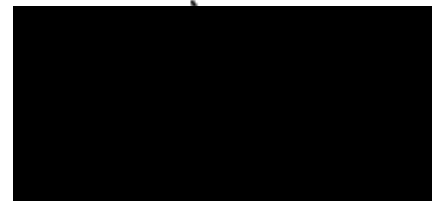
info@mlcatering.co.uk

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol

Licence No. LEW 3210

Authority L.B Lewisham

Licence Issue date 27/02/2013



Community Safety Enforcement
 Business Unit Manger
 Hub 2, 3rd Floor
 PO Box 64529
 London, SE1P 5LX
 020 7525 5748
 licensing@southwark.gov.uk

Annex 1 - Mandatory conditions

100 No supply of alcohol may be made under the Premises Licence -

- a. At a time when there is no Designated Premises Supervisor in respect of the Premises Licence; or
- b. At a time when the Designated Premises Supervisor does not hold a Personal Licence or his Personal Licence is suspended

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

485 (1) The responsible person shall take all reasonable steps to ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises in a manner which carries a significant risk of leading or contributing to crime and disorder, prejudice to public safety, public nuisance, or harm to children

(a) games or other activities which require or encourage, or are designed to require, encourage, individuals to

- (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
- (ii) drink as much alcohol as possible (whether within a time limit or otherwise);

(b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic (other than any promotion or discount available to an individual in respect of alcohol for consumption at a table meal, as defined in section 159 of the Act);

(c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less;

(d) provision of free or discounted alcohol in relation to the viewing on the premises of a sporting event, where that provision is dependent on-

- (i) the outcome of a race, competition or other event or process; or
- (ii) the likelihood of anything occurring or not occurring;

(e) selling or supplying alcohol in association with promotional

posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner.

486 The responsible person shall ensure that no alcohol is dispensed directly by one person into the mouth of another (other than where that person is unable to drink without assistance by reason of a disability).

487 The responsible person shall ensure that free tap water is provided on request to customers where it is reasonably available.

488 (1) The premises licence holder or club premises certificate holder shall ensure that an age verification policy applies to the premises in relation to the sale or supply of alcohol.

(2) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and a holographic mark.

489 The responsible person shall ensure that -

(a) Where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures -

(i) Beer or cider: 1/2 pint;

(ii) Gin, rum, vodka or whisky: 25 ml or 35 ml; and

(iii) Still wine in a glass: 125 ml; and

(b) Customers are made aware of the availability of these measures

Annex 2 - Conditions consistent with the operating Schedule

- 135** Intoxicating liquor shall not be sold or supplied on the premises otherwise than to persons taking table meals there and for consumption by such person as an ancillary to his meal.
- 288** That a CCTV system be installed at the premises and be maintained in good working order and be continually recording at all times the premises are in use under the licence. The CCTV System must be capable of capturing an image of every person who enters the premises
- 289** That all CCTV footage shall be kept for a period of thirty one (31) days and shall, upon request, be made immediately available to Officers of the Police and the Council
- 294** That drinks will be served in plastic or toughened glass only.
- 311** That suitable notice shall be displayed requesting people to leave the premises in a quiet and orderly manner so as not to disturb local residents.
- 316** That all deliveries and collections of waste shall be made between the hours 08.00 - 20.00hrs.
- 324** That the licensee shall make arrangements with a local taxi/minicab company to arrange journeys for patrons on request.
- 332** Children under the age of 16 should be accompanied by a adult and otherwise should not be permitted beyond 19.00.
- 340** That all licensable activities shall cease 30 minutes prior to the terminal hour.
- 341** That all cleaning of external areas shall be between the hours of 08.00 - 20.00hrs.
- 342** That all cleaning of external areas shall be between the hours of 08.00 - 20.00hrs.
- 343** That the maximum number of patrons permitted on the Old Kent Road frontage will not exceed 5 at any one time.
- 344** That licensed entertainment will only take place in the basement of the premises.
- 345** That all events involving licensed entertainment will be held between 19.00 - 22.30hrs.
- 346** That the licensee shall make arrangements for the volume of any entertainment music, speech or song to be under their control at all times. They shall install a master volume control for licensed entertainment in a location inaccessible to patrons or performers.
- 347** The management shall ensure there is no excessive noise coming from the premises designated and trained staff shall monitor the volume of noise from the premises at both the front and rear of the premises a minimum of once every 30 minutes during licensed entertainment.
- 348** That the basement area shall be adequately mechanically ventilated.
- 349** That there shall be no licensed entertainment at all until all

conditions pertinent to controlling internal noise at the premises are met.

350 That any member of staff receiving a complaint from a patron or neighbour shall complete a premises complaint form.

351 That the Licensee shall keep an events diary for the premises.

352 That the Licensee shall ensure all entertainers performing at the premises read a copy of the premises license before they commence their act/performance.

353 That all staff shall receive training on the contents of the premises license and their roles and responsibilities to uphold the premises license conditions.

354 That a written record of all complaints, events and training of entertainers and staff shall be kept at the premises for a minimum of 1 year and available to officers of the council or the Police on request.

427 That there will be a clearly visible signage inside the Old Kent Road entrance to the premises requesting people to leave the premises quietly

431 That all doors and windows to the premises will be kept closed during licensed entertainment (except for access and egress)

4AA The premises shall operate an agecheck 'Challenge 25' policy whereby customers purchasing alcohol who look or appear to be under 25 years of age will be asked for an approved form of proof of age to verify their age. Approved forms shall include a driving licence, passport or a PASS approved proof of age card such as the Southwark Proof of Age (SPA) card.

4AB All staff involved in the sale of alcohol shall be trained in the agecheck 'Challenge 25' policy. A record of their training, including the dates that each member of staff is trained, shall be available for inspection at the premises on request by the Council's authorised officers or the Police.

4AC Agecheck or 'Challenge 25' signage shall be displayed at entrances to the premises, areas where alcohol is displayed for sale and at points of sale to inform customers that an agecheck 'Challenge 25' policy applies and proof of age may be required.

4AI A register of refused sales of alcohol and if applicable, cigarette sales which is clearly marked with details of the premises, address and name of licence holder shall be maintained in order to demonstrate effective operation of the policy. The register shall be available for inspection at the premises on request by the Council's authorised officers or the Police.

4AJ That patrons will be permitted to smoke on the Old Kent Road frontage only

113 This licence allows for the premises to remain open for the sale or

supply of alcohol for non standard timings as stated below on the following days: Christmas Eve 10:30 to 01:00 the following day

Christmas Day 10:30 to 01:00 the following day

New Years Eve 10:30 to 02:00 the following day

Bank Holiday Mondays 10:30 - 00:00

114 This licence allows for the premises to extend the following licensable activities for non standard timings as stated below on the following days: Recorded Music -

Christmas Eve 10:30 to 01:00 the following day

Christmas Day 10:30 to 01:00 the following day

New Years Eve 10:30 to 02:00 the following day

Bank Holiday Mondays 10:30 - 00:00

355 This licence allows for the premises to extend the following licensable activities for non standard timings as stated below on the following days: Live Music -

Christmas Eve 18:00 to 01:00 the following day

New Years Eve 18:00 to 02:00 the following day

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

Annex 4 - Plans - Attached

Licence No. 840223

Plan No. N/A

Plan Date 22 Jan 2013



The Licensing Unit
Floor 3
160 Tooley Street
London
SE1 2QH

Metropolitan Police Service
Licensing Office
Southwark Police Station,
323 Borough High Street,
LONDON,
SE1 1JL

Tel: 020 7232 6756

Email: SouthwarkLicensing@met.police.uk

Our reference: MD/21/ 115

Date: 11th August 2015

Re:- Mama Leah, 660 Old Kent Road, London SE15 1FJ

Dear Sir/Madam

Police are in possession of an application from the above to vary the premise licence. The applicant has applied for a variation to a restaurant licence with a terminal hour Sunday to Thursday 23.00hrs and Friday & Saturday 00.00hrs. The premises are situated in a mixed use area comprising of residential and commercial use premises. They have applied to vary the terminal hour on Thursday to Saturday to 03.30hrs and late night refreshments, Live and recorded Music to 03.0hrs.

A number of similar restaurant type premises are situated on the Old Kent Road and has a similar terminal hours to that requested. These premises have been subject to a number of complaints from local residence with customers casing anti social behaviour and violent incidents.

We would recommend that the hours in the current application are not suitable for the area or that of a restaurant and would like to see a reduction in hours prior to granting of the licence. The applicant has failed to offer any further conditions on the application and believe that any extension to the hours would cause an increase in Public Nuisance and crime and disorder.

We would like to see the following hours on the licence.

Thursday - All licensable activities stopping at 23.00hrs and close 23.30hrs

Friday and Saturday - All licensable activities stopping at 00.30hrs and close 01.00hrs

The Police also object to the granting of Live and recorded music for a restaurant as this would change the dynamic of the premises towards that of a bar/Nightclub and under the recent legislation for deregulation of entertainment the premises can play music till 23.00hrs which I would consider reasonable for the premises of this type, but any later would be likely to cause public nuisance.

Police would also recommend the following condition placed on the licence.

A personal licence holder will be on the premises at all times after 20:00 and intoxicating liquor is being offered for sale on a Friday and Saturday.

That all staff are trained in their responsibilities under the licensing act 2003 and training records to be kept and updated every 6 months and shall, upon request, be made immediately available to Officers of the Police and the Council.

That no spirits (alcohol containing more than 20% ABV) shall be sold by the bottle or half bottle.

That all spirits (alcohol containing more than 20% ABV) shall be sold by the measure of 25ml or 35ml at a maximum of two measures per container/glass

If the committee grant the hours as applied for on the application police would like to see the additional conditions.

At least two SIA registered Door Supervisor shall be employed at **all** times after 21.00hrs when the terminal hour is after 01.00 hrs and the premises are in use under this licence. They should remain at the premises until all customers have left and the premises is closed and be responsible for the controlling customers as they leave to minimise disturbance to local residence.

The Following is submitted for your consideration, Police would welcome the opportunity to conciliate should the need arise.

Yours Sincerely

PC Graham White 288MD

Southwark Police Licensing Unit

Tel: 0207 232 6756

Franklin, David

From: Turay, Michael
Sent: 12 August 2015 18:35
To: 'info@mlcatering.co.uk'
Cc: Regen, Licensing
Subject: Variation of Premises Licence-Mama Leah's, 660 Old Kent Road, London, SE15 1JF

Dear all

The EPT has reviewed the application to vary the premises licence and visited site, the premises are within the busy Old Kent Road area and there are residential flats above the premises. The application to extend the hours for Live & Recorded music, the supply of alcohol and late night refreshment to 03:00 hours on Thursday, Friday and Saturday will have the likely effect of increasing public nuisance in the area. Furthermore, the applicant has not addressed the implications of the additional hours sought or provide evidence that the activities will comply with the Prevention of Public Nuisance Objective, therefore, the EPT object the variation application on Public Nuisance grounds

Regards

Michael Turay
Principal Environmental Protection Officer
Environmental Protection Team
Southwark Council | Community Safety & Enforcement | EH&TS | PO Box
64529 | 3rd floor | Hub 2 | 160 Tooley Street | London | SE1 5LX.
Tel: 020 7525 7235 | Fax: 0207 525 5705
Email: michael.turay@southwark.gov.uk
visit: | www.southwark.gov.uk
Please consider the environment - do you really need to print this email?

Franklin, David

From: Gui Chipchase <Gui.Chipchase@cpltraining.co.uk>
Sent: 24 August 2015 14:04
To: SouthwarkLicensing@met.pnn.police.uk
Subject: RE: Mama Leah 660 Old Kent Road - Draft Proposed Conditions

Hi Graham,

Thank you for your e-mail,

I can confirm that we are in agreement with the conditions proposed set out below in your e-mail. In addition I can confirm that the variation is only for Friday and Saturday hours until 01:30, Sunday – Thursday will remain as per the current licence.

Many Thanks

Gui Chipchase MLoL
HEAD OF LICENSING

CPL TRAINING
 EGERTON HOUSE
 2 TOWER ROAD
 BIRKENHEAD
 WIRRAL
 CH41 1FN

TEL: 0151 650 6910
MOB: 0758 6565 754
FAX: 0151 650 6935
WEB: www.cpltraining.co.uk
EMAIL: gui.chipchase@cpltraining.co.uk



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From: Graham.S.White@met.pnn.police.uk [mailto:Graham.S.White@met.pnn.police.uk] **On Behalf Of**
 SouthwarkLicensing@met.pnn.police.uk

Sent: 24 August 2015 13:52

To: Gui Chipchase <Gui.Chipchase@cpltraining.co.uk>

Subject: RE: Mama Leah 660 Old Kent Road - Draft Proposed Conditions

Mr Chipchase,

Could you confirm your acceptance of the conditions set out in my original representation my alteration in red as replacement to point 10 of your conditions below.

Also that the application is a variation to hours for Friday and Saturday only and Sunday to Thursday stay the same as on the licence.

A personal licence holder will be on the premises at all times after 20:00 and intoxicating liquor is being offered for sale on a Friday and Saturday.

That all staff are trained in their responsibilities under the licensing act 2003 and training records to be kept and updated every 6 months and shall, upon request, be made immediately available to Officers of the Police and the Council.

That no spirits (alcohol containing more than 20% ABV) shall be sold by the bottle or half bottle.

That all spirits (alcohol containing more than 20% ABV) shall be sold by the measure of 25ml or 35ml at a maximum of two measures per container/glass

A minimum of 1 SIA registered door supervisor will be engaged when the premises are in operation and the terminal hour is greater than 01:00. They will be employed at all times after 23:00 until the end of business and all patrons have vacated the premises they will be engaged to monitor smokers, admission and re-admissions to the premises, security, protection, screening and dealing with conflict and the timely dispersal of customers after close.

Many thanks

PC Graham White 288MD

Southwark Police Licensing Unit

323 Borough High Street

London

SE1 1JL

Tel: 0207 232 6756 (26756)

Mob: 07595 011458

SouthwarkLicensing@met.police.uk

graham.white4@met.police.uk

From: Gui Chipchase [<mailto:Gui.Chipchase@cpltraining.co.uk>]
Sent: 24 August 2015 13:28
To: michael.turay@southwark.gov.uk
Cc: MD Mailbox - Southwark Licensing
Subject: Mama Leah 660 Old Kent Road - Draft Proposed Conditions

Hi Michael and Graham

Michael - I have been in discussion with PC Graham White from Southwark Police Licensing team regarding this application and so I have copied him into this also.

As promised please find below a list of proposed conditions for Mama Leah, 660 Old Kent Road in relation to public nuisance.

1. Loud speakers shall not be pointed toward any external wall in order to reduce vibration through the structure
2. That management will ensure that any legitimate complaint from a resident concerning noise levels will be addressed with the minimum of delay.
3. All windows and doors shall be kept closed after 22:00hrs except for the immediate access and egress of persons at times when regulated entertainment takes place
4. There shall be no admittance of new patrons to the premises after 00:30
5. Appropriate and proportionate signage will be clearly displayed at all exits requesting that patrons respect local residents and leave the area quietly and swiftly

6. Patrons permitted to temporarily leave and then re-enter the premises to smoke shall be restricted to the frontage of 660 Old Kent Road only
7. Notices shall be prominently displayed at any area used for smoking requesting patrons to respect the needs of local residents and use the area quietly
8. The use of soundproofing plaster board will be used in the basement area designated for regulated entertainment
9. Volume levels of live and recorded music will be reduced incrementally to that of a background level at 15 minutes intervals throughout the last hour of operation.
10. A minimum of 1 SIA registered door supervisors will be present from 11pm until close on a Friday and Saturday .

As mentioned we are also prepared to reduce the hours of operation from those applied for to close the premises at 01:30, with all licensable activities ceasing at 01:00hrs

I would appreciate it if you could let me know whether you are or are not satisfied that the proposed measures will curtail public nuisance.

I look forward to speaking with you soon.

Many Thanks

Gui Chipchase MLoL
HEAD OF LICENSING

CPL TRAINING
EGERTON HOUSE
2 TOWER ROAD
BIRKENHEAD
WIRRAL
CH41 1FN

TEL: 0151 650 6910
MOB: 0758 6565 754
FAX: 0151 650 6935
WEB: www.cpltraining.co.uk
EMAIL: gui.chipchase@cpltraining.co.uk



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Twitter: [@metpoliceuk](https://twitter.com/metpoliceuk)

Franklin, David

From: Gui Chipchase <Gui.Chipchase@cpltraining.co.uk>
Sent: 01 September 2015 14:17
To: Turay, Michael
Cc: southwarklicensing@met.police.uk; Swaby, David
Subject: RE: Mama Leah 660 Old Kent Road - Draft Proposed Conditions

Importance: High

Hi Michael,

I hope you had a good bank holiday?

I have managed to speak with my client in relation to your e-mail

Please take this e-mail as acknowledgement that we are in agreement with the conditions that you have proposed and the re-wording of the condition proposed by ourselves.

We hope that you now see fit to withdraw your representation to the variation application to the premises and look forward to hearing from you soon.

Many Thanks

Gui Chipchase A.CiEx MIoL
HEAD OF LICENSING

CPL TRAINING
EGERTON HOUSE
2 TOWER ROAD
BIRKENHEAD
WIRRAL
CH41 1FN

TEL: 0151 650 6910
MOB: 0758 6565 754
FAX: 0151 650 6935
WEB: www.cpltraining.co.uk
EMAIL: gui.chipchase@cpltraining.co.uk



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From: Turay, Michael [mailto:Michael.Turay@southwark.gov.uk]

Sent: 28 August 2015 11:39

To: Gui Chipchase <Gui.Chipchase@cpltraining.co.uk>

Cc: southwarklicensing@met.police.uk; Swaby, David <David.Swaby@SOUTHWARK.GOV.UK>

Subject: Mama Leah 660 Old Kent Road - Draft Proposed Conditions

Dear Gui,

I acknowledge receipt of your email below with the proposed noise/public nuisance conditions and thank you.

The Environmental Protection Team has reviewed the proposed conditions and consider the conditions acceptable, however, in addition to current premises licence conditions and the licensee's proposed conditions, the team would like to add the sound limiter device conditions below:

- The applicant shall install a sound limiter device, set and maintain to ensure the maximum levels of volume and bass of music, song or speech from licensed entertainment permitted by the amplification system, does not cause a public nuisance in the vicinity of the premises or intrude inside the nearest or most exposed noise sensitive premises.
- There shall be no additional sound generating equipment on the premises without being routed through the sound limiter device.

Furthermore, the Team would like the amend the wording of proposed condition 3 to:

- The applicant shall close all entrance doors and windows when regulated entertainment takes place except for immediate access and egress of persons

Regarding the variation of hours for licensable activities, the team is willing to extend the hours for licensable activities to **01:30 hours on Friday and Saturday only** subject to the proposed condition and the sound limiter device conditions.

Regards

Michael Turay

Principal Environmental Protection Officer

02075277235

Informative

Please note that the extended hours are only for licensable activities and the applicant should contact the planning section of the department for extension of opening hours

From: Gui Chipchase [mailto:Gui.Chipchase@cpltraining.co.uk]
Sent: Monday, August 24, 2015 1:28 PM
To: Turay, Michael
Cc: southwarklicensing@met.police.uk
Subject: Mama Leah 660 Old Kent Road - Draft Proposed Conditions

Hi Michael and Graham

Michael - I have been in discussion with PC Graham White from Southwark Police Licensing team regarding this application and so I have copied him into this also.

As promised please find below a list of proposed conditions for Mama Leah, 660 Old Kent Road in relation to public nuisance.

1. Loud speakers shall not be pointed toward any external wall in order to reduce vibration through the structure
2. That management will ensure that any legitimate complaint from a resident concerning noise levels will be addressed with the minimum of delay.
3. All windows and doors shall be kept closed after 22:00hrs except for the immediate access and egress of persons at times when regulated entertainment takes place
4. There shall be no admittance of new patrons to the premises after 00:30

5. Appropriate and proportionate signage will be clearly displayed at all exits requesting that patrons respect local residents and leave the area quietly and swiftly
6. Patrons permitted to temporarily leave and then re-enter the premises to smoke shall be restricted to the frontage of 660 Old Kent Road only
7. Notices shall be prominently displayed at any area used for smoking requesting patrons to respect the needs of local residents and use the area quietly
8. The use of soundproofing plaster board will be used in the basement area designated for regulated entertainment
9. Volume levels of live and recorded music will be reduced incrementally to that of a background level at 15 minutes intervals throughout the last hour of operation.
10. A minimum of 1 SIA registered door supervisors will be present from 11pm until close on a Friday and Saturday.

As mentioned we are also prepared to reduce the hours of operation from those applied for to close the premises at 01:30, with all licensable activities ceasing at 01:00hrs

I would appreciate it if you could let me know whether you are or are not satisfied that the proposed measures will curtail public nuisance.

I look forward to speaking with you soon.

Many Thanks

Gui Chipchase MloL
HEAD OF LICENSING

CPL TRAINING
EGERTON HOUSE
2 TOWER ROAD
BIRKENHEAD
WIRRAL
CH41 1FN

TEL: 0151 650 6910
MOB: 0758 6565 754
FAX: 0151 650 6935
WEB: www.cpltraining.co.uk
EMAIL: gui.chipchase@cpltraining.co.uk



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Franklin, David

From: Franklin, David
Sent: 10 August 2015 16:18
To: Regen, Licensing
Cc: Swaby, David
Subject: Mama Leah's 660 Old Kent Road SE15 5EN

I write this representation with regards to the application by Tobi Raphael to vary the premises licence under the Licensing Act 2003 for the premises Mama Leah's 660 Old Kent Road SE15 5EN under the grounds of prevention of public nuisance and prevention of crime and disorder.

The area is a mixed residential and commercial area with residents living in flats above this premises and above the premises on either side. Restaurants have to coexist with residents and as such the operation of the premises should not be able to cause public nuisance to the residents living nearby and therefore there needs to be a balance on the right of the restaurant to conduct their business and the right of the residents to have the peaceful enjoyment of their homes.

The application description in Part 4 of the application is misleading as it states that the application is to amend the hours of operation and sale of alcohol for Thursday to Saturday and that the hours in relation to live and recorded are to reflect the changed brought in by the deregulation of entertainment. This is not the case, in fact the application seeks to add live music on a Thursday to Saturday from 23:00 to 03:00 hours and to add recorded music on Thursdays from 23:00 to 03:00 and on Friday and Saturday from 23:30 to 03:30. The application also adds late night refreshment on Thursday to Saturday from 23:00 to 03:00 hours.

The application seems to be adding the sale of alcohol, live and recorded music and late night refreshment that will increase the operating hours of the premises from closing at 23:30 on Thursday and midnight on a Friday and Saturday to 03:30 hours, 4½ hours later on a Thursday and 3½ hours later on a Friday and Saturday. This would seem to change the nature of the premises from a restaurant to a night club.

The Council have not received complaints of public nuisance in relation to this premises, I believe that this is because the premises has found it's balance of operation with closing relatively early on a night preceding school days or normal working days and slightly later hours at the weekend. Patrons leaving the premises currently do so at reasonable times and noise created as they leave will currently finish before 23:30 on a weekday and before 00:30 at the weekend.

Should the application be granted then patrons will be leaving the premises up to 03:30 hours with the possibility that the noise created from cars and taxis and patrons walking home or to limited public transport will be waking residents.

There is also the possibility of public nuisance from the operation of the premises from live and recorded music transferring through the structure of the building to residential premises structurally connected to the premise and from airborne noise particularly in warm summer months when residents need to open windows for ventilation.

I also have concerns that sale of alcohol for a further 3 to 4 hours on the nights applied for will lead to patrons drinking more and causing, or becoming the victims of, crime and disorder issues at night with an increased possibility of patrons, with their ability to reason sensibly lowered by increased consumption of alcohol, to become engaged in violent incidents.

There may be some ability to extend the hours a little at the weekend, I therefore suggest the following changes of hours to the current licence for consideration.

Live Music

Thursday - No change, deregulated between 08:00 and 23:00 hours

Friday & Saturday 23:00 to 23:30 hours

Recorded Music

Thursday - No change, deregulated between 08:00 and 23:00 hours

Friday & Saturday 23:00 to 23:30 hours

Sale of alcohol

Thursday 12:00 to 23:00 hours

Friday & Saturday 12:00 to 23:30 hours

Opening hours

Thursday 10:30 to 23:30

Friday & Saturday 10:30 to 00:00 hours - No change

David Franklin

Responsible Authority for the Licensing Authority

Franklin, David

From: Gui Chipchase <Gui.Chipchase@cpltraining.co.uk>
Sent: 02 September 2015 10:24
To: Franklin, David
Cc: Swaby, David
Subject: Mama Leah's 660 Old Kent Road SE15 5EN
Attachments: RE: Mama Leah 660 Old Kent Road - Draft Proposed Conditions; RE: Mama Leah 660 Old Kent Road - Draft Proposed Conditions

Importance: High

Dear David,

Thank you for your representation concerning the above named premises, Please accept our apologies for the late reply, I can see that you sent this to David Swaby on August 10th but it has only been sent to me as the agent dealing with the application on behalf of the premises owner yesterday September 1st.

The application has received representations from both the Police and Environmental protection team in relation to the same issues raised in your own representation.

Since receiving their representations we have been speaking with them and addressed their concerns by way of a reduction in the hours and agreeing conditions to be attached to the licence, I have set out these below:

Opening Hours:

Thursday: now to remain as per the current licence (closing at 23:30)

Friday: 10:00 – 01:30

Saturday: 10:00 – 01:30

Sale of Alcohol:

Thursday: as per the current licence

Friday: 12:00 – 01:00

Saturday: 12:00 – 01:00

Entertainment (live and recorded music)

Thursday: as per the current licence

Friday: 23:00 – 01:00

Saturday: 23:00 – 01:00

Late night refreshment

Thursday: now not applicable

Friday: 23:00 – 01:00

Saturday: 23:00 – 01:00

In addition to the reduction in hours the following conditions are currently attached to the licence for the premises which relate to noise nuisance:

343 – That the maximum number of patrons permitted on the Old Kent Road frontage will not exceed 5 at any one time.

344 – That licensed entertainment will only take place in the basement

346 – That the licensee shall make arrangements for the volume of any entertainment music, speech or song to be under their control at all times. They shall install a master volume control for licensed entertainment in a location inaccessible to patrons or performers

347 – That management shall ensure there is no excessive noise coming from the premises, designated and trained staff shall monitor the volume of noise from the premises at both the front and rear of the premises a minimum of once every 30 minutes during licensed entertainment.

349 – That there shall be no licensed entertainment until all conditions pertinent to controlling internal noise at the premises are met.

431 – That all doors and windows will be kept closed during licensed entertainment (except for access and egress)

The below conditions are agreed with the Environmental protection team and Southwark Police Licensing unit through mediation during the statutory 28 day period and I have attached their response to this e-mail for your reference.

1. Loud speakers shall not be pointed toward any external wall in order to reduce vibration through the structure
2. That management will ensure that any legitimate complaint from a resident concerning noise levels will be addressed with the minimum of delay.
3. All windows and doors shall be kept closed when regulated entertainment takes place except for immediate access and egress of persons
4. There shall be no admittance of new patrons to the premises after 00:30
5. Appropriate and proportionate signage will be clearly displayed at all exits requesting that patrons respect local residents and leave the area quietly and swiftly
6. Patrons permitted to temporarily leave and then re-enter the premises to smoke shall be restricted to the frontage of 660 Old Kent Road only
7. Notices shall be prominently displayed at any area used for smoking requesting patrons to respect the needs of local residents and use the area quietly
8. The use of soundproofing plaster board will be used in the basement area designated for regulated entertainment
9. Volume levels of live and recorded music will be reduced incrementally to that of a background level at 15 minutes intervals throughout the last hour of operation.
10. A person licence holder will be on the premises at all times after 20:00 and intoxicating liquor is being offered for sale on a Friday and Saturday.
11. That all staff are trained in their responsibilities under the licensing act 2003 and training records to be kept and updated every 6 months and shall, upon request, be made immediately available to Officers of the Police and the Council.
12. That no spirits (alcohol containing more than 20% ABV) shall be sold by the bottle or half bottle.
13. That all spirits (alcohol containing more than 20% ABV) shall be sold by the measure of 25ml or 35ml at a maximum of two measures per container/glass
14. A minimum of 1 SIA registered door supervisor will be engaged when the premises are in operation and the terminal hour is greater than 01:00. They will be employed at all times after 23:00 until the end of business and all patrons have vacated the premises they will be engaged to monitor smokers, admission and re-admissions to the premises, security, protection, screening and dealing with conflict and the timely dispersal of customers after close.
15. The applicant shall install a sound limiter device, set and maintain to ensure the maximum levels of volume and bass of music, song or speech from licensed entertainment permitted by the amplification system, does not cause a public nuisance in the vicinity of the premises or intrude inside the nearest or most exposed noise sensitive premises.
16. There shall be no additional sound generating equipment on the premises without being routed through the sound limiter device.

It is felt that with the reduction in hours and the further conditions attached that a better balance is struck between the operation needs of the business and the Rights of the residents to enjoy their homes.

In light of this information we ask that you withdraw your representation, however if you feel that you would like to discuss this further then please do not hesitate to contact me directly on any of the details in my e-mail signature.

Many Thanks

Gui Chipchase A.CiEx MLoL
HEAD OF LICENSING

CPL TRAINING
EGERTON HOUSE
2 TOWER ROAD
BIRKENHEAD
WIRRAL
CH41 1FN

TEL: 0151 650 6910
MOB: 0758 6565 754
FAX: 0151 650 6935
WEB: www.cpltraining.co.uk
EMAIL: gui.chipchase@cpltraining.co.uk



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APPENDIX D

Party 1

From: [REDACTED]
Sent: 03 August 2015 09:48
To: Regen, Licensing
Cc: Julie Nicholson
Subject: Objection to License Number: 849051 – Mama Leah's – 660 Old Kent Road, London, SE15 1JF

[REDACTED]
 [REDACTED] Old Kent Road
 London, SE15 1JF

August 3, 2015,

Licensing Authority
 Southwark Council
 Licensing Service
 Floor 3, Hub 2
 P.O. Box 64529
 London, SE1P 5LX

Dear Sir/Madam:

Re: Objection to License Number: 849051 – Mama Leah's – 660 Old Kent Road, London, SE15 1JF

I would like to object to following points in the attached proposal in regards to:

- **Late Night Opening hours from 10.30am to 03.00am.**
- **Live Music – Indoors – from 23.00 – 03.00am**
- **Recorded Music – Indoors from 23.00 – 03.00am**

1. You will see that my family (husband, [REDACTED] year old and I) live in the [REDACTED] flat [REDACTED] to the Mama Leah's establishment. At present when there are a large group of people in the restaurant the noise from them talking travels [REDACTED] and can be heard while we are watching television in our lounge. You can hear complete conversations.
2. With the introduction of music, even though it would be contained within the premises it would vibrate and travel [REDACTED] and for us to have to listen to pounding music every weekend would be unacceptable for a young family. We have young children who need to sleep. Also in the summer months, the windows in the back of the restaurant and door from the kitchen will be open as it always is and the noise from the guests and music would be heard as if we were in the room.

• **Objection to: Sale of alcohol between 12.00 and 03.00am.**

1. Even though the proposal states that alcohol will only be sold to those ordering food, we feel that this rule will be broken with people coming in for the entertainment. In the past we have had problems with people urinating at our door which is far from acceptable when you open your front door in the morning.
2. With customers from the restaurant convening outside the front of the property to smoke the smoke even now filters [REDACTED] and can be smelt within our property. We feel that with increased groups of people the noise of people talking and smoking [REDACTED] [REDACTED] is not compliant with a happy and relaxed living environment. We are not smoker's ourselves and no do not want our children subjected to 2nd degree smoking.
3. As an example, as I left my property on the morning of Sunday August 2, 2015 there were smashed glass beer bottles outside my property and that of Mama's Leah's. This is a fairly regular occurrence so with increased hours and people smoking outside it will only get worse. Photo evidence attached.
4. At present we have problems with people ringing our front door bell at various times of night as a joke. Again, this can be quite scary for young children to hear and if I am home alone for the bell to be rung late at night if I am in the property on my own with the children.
5. The yard at the back of the property where the door opens out from the Kitchen is already full of rubbish and old boxes. We have mentioned about cleaning the yard up before and this has been done when we have requested it, but then more rubbish is put outside and left another time. My children play in our adjacent yard and again there have been problems with vermin. The house above the restaurant of 660 is infested with mice and this could be down to the food and rubbish left in the yard outside the kitchen of the restaurant.

I am not opposed to the restaurant running as it is, but considering all the houses and flats above the premises are residential the late night openings, alcohol consumption, entertainment is not good for residential housing. I have lived in the premises for 42 years and have no plans on moving and would like to continue to live in a happy quite house.

My family and I therefore strongly object on all grounds to the extended opening hours, alcohol sales, entertainment license and smoking outside the property as proposed in the currently application.

If you would like to discuss any of my points in further detail, I am happy to do so and you can contact me on [REDACTED].

Yours sincerely,

Also sent by Post on Aug 3, 2015.





Smashed glass bottles outside the Property of [REDACTED] and the restaurant of Mama Leah's on the morning of August 2, 2015.

Party 2

DPS



Party 2.

Old Kent Road
London
SE15 1JF

3rd August 2015

Southwark Licensing Team
Hub 2, 3rd Floor
PO Box 64529
London
SE1P 5LX

Licence Number: 849051

Trading name and address: Mama Leahs, 660 Old Kent Road, SE15 1JF

Ward: Livesey

Applicant's name: Tobi Raphael

Application type: Premises (Variation Hours: opening hours,
Live/Recorded Music and sale of alcohol for Thurs
to Sat. Remove conditions 345, 341, 342, 113, 114 &
355.)

Application received date: July 15, 2015

Last Date for objections: August 12, 2015

Dear Sir/Madam:

My wife and I wish to place on record our objection to Licence Number 849051 being approved for the following reasons.

My wife and I live [redacted] to 660 Old Kent Road and occupy floors [redacted]. We are leaseholders for the residential property at [redacted] Old Kent Road and our daughter, her husband, and their children aged [redacted] the [redacted]. The ground floor and basement are commercial premises. My wife and I have lived at [redacted] Old Kent Road for in excess of 47 years and we feel that if this application were to be approved, it would seriously affect our quality of life.

We note that Mr. Raphael wishes to have live/recorded music and to sell alcohol on Thursday, Friday and Saturday until 3am with the premises closing at 3.30am on these days. If approved we feel we would be subjected to additional noise and possible nuisance.

Please note that the width of the pavement from Mama Leahs to the curb side is only 3 metres. The distance from our street door to that of Mama Leahs is [redacted] metres. We already have a problem with patrons from the restaurant congregating outside and even leaning against our front door while they smoke and the possibility of them being fuelled by alcohol would make us feel very intimidated when

entering or leaving our property at anytime during the proposed extended hours. We are also concerned that the stipulation of a maximum number of 5 persons being allowed outside would not be adhered to. Even so, 5 people possibly under the influence of alcohol congregating outside our front door during the proposed extended hours of 10.30pm to 3.30am could still feel very intimidating.

We have noted that there would need to be visible signage inside the Old Kent Road entrance requesting people to leave the premises quietly. Again, due the possible influence of alcohol the probability is that this would be ignored. Further, given the proposed closure time on Thursday/Friday/Saturday of 3.30am patrons ordering taxis/minicabs would again congregate on the narrow pavement outside our property again causing a disturbance and nuisance to us especially with our bedroom being at the front of our property, this is without the added noise of vehicle doors being slammed. Even those wishing to get a late night bus (the stop being approx 20 metres away) need to walk past out front door.

With regard to **Condition 135**, as a point of clarification, irrespective of the time of day are we correct is assuming alcohol will only be served to patrons at the table as an accompaniment to their meal?

In relation to the music itself, knowing the need for the sound to usually be played at full blast, we feel that we would certainly hear it through the walls and even more so if the external door/window in the basement area is open. We already hear noise, usually only voices at the moment, when the doors from the kitchen located at the rear of the restaurant at ground floor level are open.

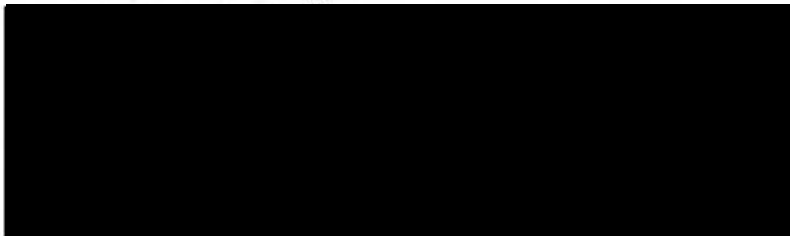
Although not relevant to the application for extended hours, we are surprised that permission would be granted to have the basement area occupied by any number of people given the location with regard to risk in the event of a fire. As far as we are aware, the basement area is reached by a narrow staircase at the rear of the restaurant leading down from the nearby kitchen area. Once in the basement the only means of escape is up that same internal staircase again through the restaurant and out onto the Old Kent Road. At the rear, outside at the basement level, (where it is proposed for the live/recorded music to be), is a concrete area approx 4 x 3½ metres. In order to get out of the concrete area a height of approx 5 metres would have to be climbed (by means of a drainpipe) up a wall which is topped by iron pointed railings. On the other side is a private yard area belonging to the private residents of 660 Old Kent Road (this is also where the fire exit doors lead from the kitchen area of the restaurant on the ground floor). Then by climbing the iron staircase and jumping down over a 2 metre wall an escape could be made. There is no access to the back of the building for a fire engine.

In 2012 an application was made and granted to change the use of the business premises of 660 Old Kent Road from A2 (Solicitors) to A3(Cafe). It now appears that the proposal would see the business more run along the lines of a club.

We have sympathy with Mr. Tobi Raphael's application. From our association with him he appears to be a very nice man who is doing his best to make his business work and for this we can only commend him. At present the business operates at reasonable hours.

Unfortunately, and with no disrespect to those in a position to grant applications, they may be lucky to live in homes away from, traffic noise, drunks on the street outside their home, people urinating against their front door, frequent violence on the street etc etc. This is our home, and has been for 47 years, it was once residential flats over business premises that operated between 9am - 6pm with most closed at the weekend. We appreciate we have to accept change but feel the area has enough late night venues (another one opening soon on the corner of Peckham Park Road) without living next door to the proposed night club. As already stated, if this application were to be approved it would seriously affect our quality of life.

Yours sincerely,



[REDACTED]

From: [REDACTED]
Sent: 02 August 2015 20:54
To: Regen, Licensing
Cc: neil bisset; neil timberlake
Subject: License Application 849051-Old Kent Road

Good morning,

There are some points I would like to raise against this license application:

-The premises are located in a residential block, and extended opening hours until 3.30am with music and patrons will result in nuisance to the residents. There is already a restaurant operating until 3am and playing loud music in the block (Wazobia) and since the license was approved it has resulted in more noise and people outside yelling loudly (see pictures) besides the vibrations of the music played being felt up to the third floor flats.

-The Council has failed to put a paper notice informing the residents about this license application. There is a printed A4 on the premise's window written by the applicant, where it is clear the goal is to deter objections using the 5K fine for false statements (see picture). It is a passive-aggressive fashion not to be tolerated.

This piece of paper is not always visible, since the premises has a shutter and hence only to be seen when the restaurant opens.

-I know the owner and we had talked about the implications of the loud music and long opening hours of the other restaurant, when he opened Mama Leah's, and I remember he promised it would not be something he'd pursue.

-I kindly ask the council to extend the consultation period until first week of September (since some residents might be away during August and unable to give their opinion), put an official application paper to a lamppost and reconsider future applications of operation beyond 11pm if premises are located in a residential building.

I believe this is common sense and urge the council to care for its residents quality of life and not only business.

Yours sincerely,

[REDACTED]
[REDACTED] Old Kent Road
SE15 1JF
[REDACTED]

LICENSING ACT 2003
APPLICATION TO VARY A PREMISES LICENCE.

I, TOBI RAPHAEL, have applied to Southwark Borough Council for the Variation of a Premises Licence for the following premises:

MAMA LEAH'S, 660 OLD KENT ROAD, SOUTHWARK, LONDON, SE15 1JF

The proposed application is for the following variation:-

Sale and supply of Alcohol between:

Thursday – Saturday 12:00 – 03:00

Regulated Entertainment between:

Thursday – Saturday 23:00 – 03:00

Late Night Refreshment between:

Thursday – Saturday 23:00 – 03:00

Opening hours of the premises between:

Thursday – Saturday 12:00 – 03:30

Full details of this application may be viewed at the Council Offices of the Licensing Authority at Southwark Council, Licensing Service, Floor 3, Hub 2, PO BOX 64529, London, SE1P 5LX licensing@southwark.gov.uk;

Interested parties or responsible authorities can make written representations to the Licensing Authority any time up to 1st August 2015. It is an offence for anyone knowingly or recklessly to make a false statement in connection with a licence application. The maximum fine on summary conviction is £5000.







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