

Licensing Sub-Committee

Monday 12 June 2017

10.00 am

Ground Floor Meeting Room G02C - 160 Tooley Street, London SE1 2QH

Membership

Councillor Renata Hamvas (Chair)
Councillor Lorraine Lauder MBE
Councillor Maria Linforth-Hall

Reserves

Councillor Sandra Rhule

INFORMATION FOR MEMBERS OF THE PUBLIC

Access to information

You have the right to request to inspect copies of minutes and reports on this agenda as well as the background documents used in the preparation of these reports.

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Contact

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

Members of the committee are summoned to attend this meeting

Eleanor Kelly

Chief Executive

Date: 2 June 2017



Licensing Sub-Committee

Monday 12 June 2017
10.00 am

Ground Floor Meeting Room G02C - 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: ZIA LUCIA, 35-37 TOWER BRIDGE ROAD, LONDON SE1 4TL	1 - 54
6.	LICENSING ACT 2003: BEST FOOD & WINE, 171 QUEENS ROAD, LONDON SE15 2ND - TRANSFER APPLICATION	55 - 149
7.	LICENSING ACT 2003: BEST FOOD AND WINE, 171 QUEENS ROAD, LONDON SE15 2ND - REVIEW	150 - 238

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

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: 2 June 2017

Item No. 5.	Classification: Open	Date: 12 June 2017	Meeting Name: Licensing sub-committee
Report Title		Licensing Act 2003: Zia Lucia, 35-37 Tower Bridge Road, London SE1 4TL	
Ward(s) of group(s) affected		Chaucer	
From		Strategic Director of Environment and Social Regeneration	

RECOMMENDATIONS

1. That the licensing sub-committee considers an application made by Zia Lucia 2 Limited for a premises licence to be granted under the Licensing Act 2003 in respect of the premises known as Zia Lucia, 35-37 Tower Bridge Road, London SE1 4TL.
2. Notes:
 - a) This application forms a new application for a premises licence, submitted under Section 17 of the Licensing Act 2003. The application is subject to representations from responsible authorities and is therefore referred to the sub-committee for determination.
 - b) Paragraphs 8 to 11 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 16 of this report deal with the representations submitted in respect of the application. Copies of the representations submitted responsible authorities (and subsequently withdrawn) are attached to this report in Appendix B. Representations from other persons are attached at Appendix C. A map showing the location of the premises is attached to this report as Appendix D.
 - 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.

BACKGROUND INFORMATION

The Licensing Act 2003

3. The Licensing Act 2003 provides a licensing regime for:
 - The sale of and supply of alcohol
 - The provision of regulated entertainment
 - The provision of late night refreshment.
4. Within Southwark, the licensing responsibility is wholly administered by this council.
5. 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
 - The protection of children from harm.
6. 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.
7. 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 premises licence application

8. On 5 April 2017 Zia Lucia 2 Limited applied to this council for the grant of a premises licence in respect of Zia Lucia, 35-37 Tower Bridge Road, London SE1 4TL. The premises are described in the application as being 'a high-class restaurant selling pizzas'.
9. The application and is summarised as follows:
- The supply by retail of alcohol (on sales only): Monday to Sunday from 11:00 to 23:00
 - The provision of regulated entertainment in the form of recorded music (indoors): Monday to Sunday from 11:00 to 23:00
 - Opening hours: Monday to Sunday from 11:00 to 23:00.
10. The proposed designated premises supervisor of the premises is Alessio Locci who has been granted a personal licence by London Borough of Islington.
11. The premises licence application form provides the applicant's operating schedule. Parts A, B, C, E, F, G, H, I, J, K, L, and M of the operating schedule set out the proposed licensable activities, operating hours and operating control measures 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 M of the operating schedule will form the basis of conditions that will be attached to any licence granted subsequent to the application. A copy of the application is attached to this report in Appendix A.

Representations from responsible authorities

12. Representations were initially submitted by the Metropolitan Police (Licensing Division) and this council's trading standards authority. Both representations have subsequently been withdrawn through conciliation.
13. The Metropolitan Police Service's representation requested additional conditions, namely:
 1. Persons shall not be permitted to leave the premises with alcohol sealed or unsealed.
 2. Intoxicating liquor shall not be sold or supplied on the premises other than to persons having table meals and is for consumption by such person as an ancillary to this food .
 3. The supply of alcohol will cease at least 30 minutes prior to the terminal hour as detailed on the premises licence.

The applicant agreed to these conditions. In Appendix B, there is a copy of the initial representation, the response from the applicant and the Police's withdrawal.

14. The representation from trading standards also asked for additional conditions, namely:
 1. That a challenge 25 scheme shall be maintained at the premises requiring that staff selling alcohol request that any customer who looks under 25 years old, and who is attempting to purchase alcohol, provides valid photographic identification proving that the customer is at least 18 years old. Valid photographic identification is composed of a driving licence, passport, UK armed services ID card and any Proof of Age Standards Scheme (PASS) accredited card such as the Proof of Age London (PAL) card.
 2. That all staff involved in the sale of alcohol shall be trained in the prevention of sales of alcohol to underage persons, and the challenge 25 scheme in operation at the premises. A record of such training shall be kept / be accessible at the premises at all times and be made immediately available for inspection at the premises to council or police officers on request. The training record shall include the trainee's name (in block capitals), the trainer's name (in block capitals), the signature of the trainee, the signature of the trainer, the date(s) of training and a declaration that the training has been received.
 3. That clearly legible signs shall be prominently displayed where they can easily be seen and read by customers stating to the effect that a challenge 25 policy is in operation at the premises, that customers may be asked to provide proof of age and stating what the acceptable forms of proof of age are. Such signage shall be displayed at all entrances, points of sale and in all areas where alcohol is displayed for sale. The signage shall be kept free from obstructions at all times.
 4. That a register of refused sales of alcohol shall be maintained in order to demonstrate effective operation of the challenge 25 policy. The register shall be clearly and legibly marked on the front cover as a register of refused sales, with the address of the premises and with the name and address of the licence holder. The register shall be kept/be accessible at the premises at all times. On a monthly basis, the Designated Premises Supervisor (DPS) shall check the

register to ensure it is being properly completed. The DPS shall sign and date the register to that effect and where appropriate take corrective action in a timely manner if the register is not being completed correctly. The register shall be made immediately available for inspection at the premises to council or police officers on request.

5. That any children must be accompanied and supervised by a responsible adult.
15. The applicant agreed to these conditions. In the latter half of Appendix B, there is a copy of the initial representation, the response from the applicant and subsequent withdrawal confirmation.

Representations from other persons

16. Representations have been received from six other persons. The concerns surround the proximity of the premises to residential properties and the potential for associated nuisance with a licensed premises, including noise and noxious smells. There is concern regarding the late-night operation of the premises that could potentially disturb local children. There are further apprehensions of the applicant's intended use of the outside areas. These representations are available in Appendix C.

Conciliation

17. The applicant was sent copies of the representations that were submitted. The conditions required by the responsible authorities were agreed to. The applicant's agent composed a letter to objecting other persons for the council to send on to them. At the time this report was composed, that correspondence has been sent out, but no responses had been received. A copy of that letter sits at the end of Appendix C.

Premises history

18. The premises previously operated as an off licence. This licence was surrendered in February 2011. It has remained unlicensed since that time.

Deregulation of entertainment

19. It is noted that the applicant has applied for regulated entertainment in the form of recorded music, which the application describes as being 'background'. On 6 April 2015 entertainment became deregulated and as a result:
 - Live unamplified music is deregulated between 08:00 and 23:00 on any premises.
 - Live amplified music is deregulated between 08:00 and 23:00 at on-licensed premises provided the audience does not exceed 500 people, 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').

Map

20. A map showing the location of the premises is attached to this report as Appendix D. The following licensed premises are in the immediate vicinity of the premises application:

Tower Wines, 33 Tower Bridge Road, London SE1 4TR licenced for:

- The sale of alcohol (off sales): Monday to Saturday from 08:00 to 23:00 and Sunday from 10:00 to 22:30.

El Patacon, 16 Tower Bridge Road, London, SE1 4TR licensed for:

- The sale of alcohol (on sales): Monday to Friday from 11:00 to 23:30 and Saturday and Sunday from 11:00 to 01:30 (the following day)
- The provision of late night refreshment (indoors): Monday to Thursday from 23:00 to 23:30 and Friday to Sunday from 23:00 to 01:30 (the following day).

The George, 40 Tower Bridge Road, London SE1 4TR licensed for:

- The sale by retail of alcohol (on and off sales): Monday to Saturday from 10:00 to 01:00 (the following day) and Sunday from 12:00 to 01:00 (the following day)
- The provision of late night refreshment (indoors): Sunday to Tuesday from 23:00 to 01:00 (the following day) and Wednesday to Saturday from 23:00 to 01:30 (the following day)
- The provision of regulated entertainment in the form of live music, recorded music and performances of dance (indoors): Monday to Saturday from 11:00 to 01:30 (the following day) and Sunday from 12:00 to 01:00 (the following day).

The Other Room, Unit 6, 60 Brighton Buildings, London SE1 4TR licenced for:

- The sale by retail of alcohol (on and off sales): Monday to Sunday from 07:00 to 00:00 (midnight)
- The provision of regulated entertainment in the form of films, live music, recorded music and performances of dance (indoors): Monday to Sunday from 07:00 to 00:00 (midnight)
- The provision of late night refreshment (indoors): Sunday to Tuesday from 23:00 to 00:00 (midnight).

Ava Café. 61 Tower Bridge Road, London SE1 4TR licensed for:

- The sale by retail of alcohol (on sales only) Monday to Saturday from 12:00 to 23:30 and Sunday from 12:00 to 20:30.

Costcutter Supermarket – 65 Tower Bridge Road, London SE1 4TL licensed for:

- The sale by retail of alcohol (off sales only): Monday to Sunday, 24 hours.

Tesco – 67-69 Tower Bridge Road, London SE1 4TN licensed for:

- The sale by retail of alcohol (off sales only): Monday to Sunday from 06:00 to 23:00.

Hassan Brothers Steak and Kebab – 73 Tower Bridge Road, London SE1 4TW licenced for:

- The sale by retail of alcohol (on sales): Monday to Saturday from 11:00 to 23:00
- The provision of late night refreshment (indoors): Monday to Thursday from 23:00 to 00:30 (the following day) and Friday and Saturday from 23:00 to 01:00 (the following day).

Southwark council statement of licensing policy

21. Council assembly approved Southwark's statement of licensing policy 2016-20 on 25 November 2015. The policy came into effect on 1 January 2016. Sections of the statement that are considered to be of particular relevance to the sub-committee's consideration are:
- Section 3 - Purpose and scope of the policy. This reinforces the four licensing objectives and the fundamental principles upon which this authority relies in determining licence applications.
 - Section 5 - Determining applications for premises licences and club premises certificates. This explains how the policy works and considers issues such as location; high standards of management; and the principles behind condition setting.
 - Section 6 - Local cumulative impact policies. This sets out this authority's approach to cumulative impact and defines the boundaries of the current special policy areas and the classifications of premises to which they apply. To be read in conjunction with Appendix B to the policy.
 - Section 7 - Hours of operation. This provides a guide to the hours of licensed operation that this authority might consider appropriate by type of premises and (planning) area classification.
 - Section 8 - The prevention of crime and disorder. This provides general guidance on the promotion of the first licensing objective.
 - Section 9 - Public safety. This provides general guidance on the promotion of the second licensing objective.
 - Section 10 - The prevention of nuisance. This provides general guidance on the promotion of the third licensing objective.
 - Section 11 - The protection of children from harm. This provides general guidance on the promotion of the fourth licensing objective.
22. 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.
23. Within Southwark's statement of licensing policy, the premises are identified as being outside of a cumulative impact zone and as situated within a residential area. Relevant

closing times recommended in the statement of licensing policy for licensed premises in residential areas are as follows:

- Restaurants, pubs, cafes, wine bars, theatres and cinemas: Monday to Sunday until 23:00.

Resource implications

24. A fee of £190.00 has been paid by the applicant company in respect of this application being the statutory fee payable for premises within non-domestic rateable value bands D/E.

Consultation

25. 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 similar notices were exhibited outside of the premises for a period of 28 consecutive days.

Community impact statement

26. 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 Law and Democracy

27. The sub-committee is asked to determine the application for a premises licence under section 17 of the Licensing Act 2003.
28. The principles which sub-committee members must apply are set out below.

Principles for making the determination

29. The general principle is that applications for premises licence applications 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.
30. 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 interested party or responsible authority
 - Have not been withdrawn
 - Are not, in the opinion of the relevant licensing authority, frivolous or vexatious
31. 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:
- To grant the licence subject to:

- The conditions mentioned in section 18 (2)(a) modified to such extent as the licensing authority considers necessary for the promotion of the licensing objectives
- Any condition which must under section 19, 20 or 21 be included in the licence
- To exclude from the scope of the licence any of the licensable activities to which the application relates
- To refuse to specify a person in the licence as the premises supervisor
- To reject the application.

Conditions

32. The sub-committee's discretion is thus limited. It can only modify the conditions put forward by the applicant, or refuse the application, if it is necessary to do so. Conditions must be necessary 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.
33. The four licensing objectives are:
- The prevention of crime and disorder
 - Public safety
 - The prevention of nuisance
 - The protection of children from harm.
34. 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.
35. Conditions will not be necessary if they duplicate a statutory position. Conditions relating to night café and take away aspect of the license 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.
36. Members are also referred to the Home Office Revised Guidance issued under section 182 of the Licensing Act 2003 on conditions, specifically section 10.

Reasons

37. If the sub-committee determines that it is necessary to modify the conditions, or to refuse the application for a premises licence application, it must give reasons for its decision.

Hearing procedures

38. 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.

39. This matter relates to the determination of an application for a premises licence under section 17 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

40. 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.
41. 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.
42. 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.
43. 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.

44. 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.

The sub-committee can only consider matters within the application that have been raised through representations from other persons and responsible authorities. Other persons must live in the vicinity of the premises. This will be decided on a case to case basis.

45. 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.
46. 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

47. Members are required to have regard to the Home Office Revised 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 Governance

48. 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 Home Office Revised Guidance to the Act Secondary Regulations Southwark statement of licensing Policy Case file	Southwark Licensing, c/o Community Safety and Enforcement, 160 Tooley Street London SE1 2QH	Kirty Read Tel: 020 7525 5748

APPENDICES

Name	Title
Appendix A	Application for a premises licence
Appendix B	Conciliated representations submitted by responsible authorities
Appendix C	Representations submitted by other persons
Appendix D	Map of the local area

AUDIT TRAIL

Lead Officer	Deborah Collins, Strategic Director of Environment and Social Regeneration	
Report Author	Andrew Heron, Principal Licensing Officer	
Version	Final	
Dated	12 May 2017	
Key Decision?	No	
CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER		
Officer Title	Comments sought	Comments included
Director of Law and Democracy	Yes	Yes
Strategic Director of Finance and Governance	Yes	Yes
Cabinet Member	No	No
Date final report sent to Constitutional Team		12 May 2017

Business - Application for a premises licence to be granted under the Licensing Act 2003

05/04/2017

Business - Application for a premises licence to be granted under the Licensing Act 2003

Ref No. 795069

Name of Applicant

Please enter the name(s) who is applying for a premises licence under section 17 of the Licensing Act 2003 and am making this application to you as the relevant licensing authority in accordance with section 12 of the Licensing Act 2003

	Zia Lucia 2 Limited
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Premises Details

Non-domestic rateable value of premises in order to see your rateable value click here (opens in new window)

£	29500
	Band D and E only applies to premises which uses exclusively or primarily for the supply of alcohol for consumption on the premises
	No

Premises trading name

	Zia Lucia
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Postal address of premises or, if none, ordnance survey map reference or description

Address Line 1	35-37 TOWER BRIDGE ROAD
Address Line 2	
Town	LONDON
County	
Post code	SE1 4TL
Ordnance survey map reference	
Description of the location	
Telephone number	02079521721

Applicant Details

Please select the capacity in which you are applying to convert your existing licence

	a person other than an individual (limited company, partnership, etc)
--	---

Business - Application for a premises licence to be granted under the Licensing Act 2003

If you applying as an individual or non-individual please select one of the following:-

	I am carrying on or proposing to carry on a business which involves the use of the premises for licensable activities
--	--

Other Applicants

Personal Details - First Entry

Name	Zia Lucia 2 Limited
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Address - First Entry

Street number or building name	26
Street Description	Curtain Road
Town	London
County	
Post code	EC2A 3NY
Registered number (where applicable)	10638976
Description of applicant (for example, partnership, company, unincorporated association etc)	Limited Company

Contact Details - First Entry

Telephone number	(020) 79521721
Email address	mbuckworth@buckworths.com

Operating Schedule

When do you want the premises licence to start?

	01/05/2017
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If you wish the licence to be valid only for a limited period, when do you want it to end?

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General description of premises (see guidance note 1)

Business - Application for a premises licence to be granted under the Licensing Act 2003

	<p>The premises is the ground floor of a property opening onto Tower Bridge Road. The frontage of the property is made up of glass windows with a glass door. The inside of the premises is open plan with a closed kitchen and toilet area in the middle of the floorpan and a further dining area at the rear of the premises. Please see enclosed plans for further details of the layout of the premises.</p> <p>The business operating from the premises will be a high class restaurant selling pizzas.</p> <p>There are residential premises both in the building in which the restaurant will operate and in the immediate vicinity. The applicant is very aware of the need to ensure that residential premises are not disturbed. (Further details is provided on this herein).</p> <p>Tower Bridge Road has significant parking restrictions in place including a red route. The applicant is very aware of the need to ensure that no disruption is made to traffic flow in the area and does not consider that this application will impact on the flow of traffic.</p>
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Please select the range of the number of people expected to attend the premises at any one time.

	Less than 5000
If 5,000 or more people are expected to attend the premises at any one time. Please state the number expected to attend	N/A

Operating Schedule part 2

What licensable activities do you intend to carry on from the premises?

	(Please see sections 1 and 14 of the Licensing Act 2003 and schedule 1 and 2 to the Licensing Act 2003)
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Provision of regulated entertainment

	f) recorded music

Provision of late night refreshment

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Business - Application for a premises licence to be granted under the Licensing Act 2003

Supply of alcohol

	j) Supply of alcohol
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F - Recorded Music

Will the playing of recorded music take place indoors or outdoors or both? (Please read guidance note 2)

	Indoors
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Please give further details here (Please read guidance note 3)

	The applicant intends for low level background music to be played during business hours. This will be maintained at a level that does not disturb neighbours and is not capable of being heard from outside the premises.
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Standard days and timings for Recorded Music (Please read guidance note 6)

Day	Start	Finish
Mon	11:00	23:00
Tues	11:00	23:00
Wed	11:00	23:00
Thur	11:00	23:00
Fri	11:00	23:00
Sat	11:00	23:00
Sun	11:00	23:00

State any seasonal variations for playing recorded music (Please read guidance note 4)

	N/A
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Non standard timings. Where you intend to use the premises for the playing of recorded music entertainment at different times to those listed. (Please read guidance note 5)

	N/A
--	-----

J - Supply of Alcohol

Will the supply of alcohol be for consumption (Please read guidance note 7)

	On the premises
--	-----------------

Standard days and timings for Supply of alcohol (Please read guidance note 6)

Business - Application for a premises licence to be granted under the Licensing Act 2003

Day	Start	Finish
Mon	11:00	23:00
Tues	11:00	23:00
Wed	11:00	23:00
Thur	11:00	23:00
Fri	11:00	23:00
Sat	11:00	23:00
Sun	11:00	23:00

State any seasonal variations for the supply of alcohol (Please read guidance 4)

	N/A
--	-----

Non standard timings. Where you intend to use the premises for the supply of alcohol at different times to those listed. Please list, (Please read guidance note 5)

	N/A
--	-----

Please upload the consent form completed by the proposed premises supervisor

	Consent-Form.pdf
--	----------------------------------

Premises Supervisor

Full name of proposed designated premises supervisor

First names	Alessio
Surname	Locci

Address of proposed designated premises supervisor

Street number or Building name	█
Street Description	████████████████████
Town	London
County	
Post code	██████

Personal licence number of proposed designated premises supervisor, if any,

Personal licence number (if known)	██████████
Issuing authority (if	Islington

Business - Application for a premises licence to be granted under the Licensing Act 2003

known)	
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K

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)

	This is not applicable
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L - Hours premises are open to public

Hours premises are open to the public (standard timings Please read guidance note 6)

Day	Start	Finish
Mon		
Tues		
Wed		
Thur		
Fri		
Sat		
Sun		

State any seasonal variations (Please read guidance note 4)

--	--

Non standard timings. Where you intend to use the premises to be open to the public at different times from those listed. Please list, (Please read guidance note 5)

--	--

M - Steps to promote four licencing objectives

a) General - all four licensing objectives (b,c,d,e) (Please read guidance note 9)

	<p>The premises is intended to be a high end family pizza restaurant. It would be deeply prejudicial to the applicant's business for any of the licensing objectives to be blocked. To this end, the management will ensure that the four licensing objectives are met as detailed below.</p> <p>The management will co-operate with the police and licensing authority to ensure that the licensing objectives are met and that the business operated at the premises contributes to the local community in a positive manner.</p> <p>Management will ensure that all staff are trained in current applicable licensing law and are aware of the obligations of the applicant with regards to compliance with its licensing obligations.</p>
--	---

Business - Application for a premises licence to be granted under the Licensing Act 2003

known)	
---------	--

K

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)

	This is not applicable
--	------------------------

L - Hours premises are open to public

Hours premises are open to the public (standard timings Please read guidance note 6)

Day	Start	Finish
Mon	11 AM	11 PM
Tues	11 AM	11 PM
Wed	11 AM	11 PM
Thur	11 AM	11 PM
Fri	11 AM	11 PM
Sat	11 AM	11 PM
Sun	11 AM	11 PM

State any seasonal variations (Please read guidance note 4)

	N/A
--	-----

Non standard timings. Where you intend to use the premises to be open to the public at different times from those listed. Please list, (Please read guidance note 5)

	N/A
--	-----

M - Steps to promote four licencing objectives

a) General - all four licensing objectives (b,c,d,e) (Please read guidance note 9)

	<p>The premises is intended to be a high end family pizza restaurant. It would be deeply prejudicial to the applicant's business for any of the licensing objectives to be blocked. To this end, the management will ensure that the four licensing objectives are met as detailed below.</p> <p>The management will co-operate with the police and licensing authority to ensure that the licensing objectives are met and that the business operated at the premises contributes to the local community in a positive manner.</p> <p>Management will ensure that all staff are trained in current applicable licensing law and are aware of the obligations of the applicant with regards to compliance with its licensing obligations.</p>
--	---

b) the prevention of crime and disorder

	<p>The management takes its obligation to prevent crime and disorder seriously. To this end, the management will:</p> <ul style="list-style-type: none"> (i) install CCTV and ensure that it is maintained in an operational state. The CCTV will cover all customer areas inside and directly outside the front of the premises. CCTV will operate at all times when the premises remain open and images will be captured and recorded on site. Images will be accessible to the manager at all times if required. Recordings will be of a suitable quality to identify individuals and will be retained for 3 months. (ii) co-operate with the police and licensing authority including providing copies of any recordings within 48 hours of a request being made. (iii) place notices at the entrance to the premises and in prominent positions throughout the premises advising that CCTV is in operation; (iv) ensure that a minimum of 2 members of staff will be present at all times whilst the premises remain open; (v) pro-actively monitor alcohol consumption and refuse to serve customers who are showing signs of drunkenness or antisocial behaviour; and (vi) maintain an incident log containing details of any incidents. This incident log will be available to the police on demand. <p>The management does not expect an issue with drug usage as the business is a family-friendly restaurant not a bar. Nevertheless, the restaurant will operate a zero tolerance approach to drug usage on the premises.</p> <p>The management will work closely with the police to deal with any criminal or anti-social behaviour.</p>
--	---

c) public safety

	<p>The management takes its obligation to ensure the safety of the public (both customers and people passing by the premises) seriously. To this end, management will:</p> <ul style="list-style-type: none"> (i) install CCTV and ensure that it is maintained in an operational state. The CCTV will cover all customer areas inside and directly outside the front of the premises. CCTV will operate at all times when the premises remain open and images will be captured and recorded on site. Images will be accessible to the manager at all times if required. Recordings will be of a suitable quality to identify individuals and will be retained for 3 months; (ii) co-operate with the police and licensing authority including providing copies of any recordings within 48 hours of a request being made; (iii) not permit customers to take glass outside after 10pm and will pro-actively monitor any instructions to the pavement caused by customers gathering outside or smoking outside; (iv) ensure that fire exits are clearly marked and that access to fire exits are kept clear, unobstructed and immediately available; and (v) ensure that all staff members are trained in the evacuation policy (which will be agreed with the Fire Authority).
--	--

d) the prevention of public nuisance

	<p>The management takes its obligation to prevent nuisance to the public seriously. To this end the management will:</p> <ul style="list-style-type: none"> (i) ensure that the restaurant closes at 11pm each night' (ii) pro-actively ensure that customers are encouraged to leave the premises quietly; (iii) place notices in prominent positions at exist to remind customers to respect residential neighbours and keep noise to a minimum; (iv) pro-actively monitor the state of customers and refuse to serve customers who appear to be drunk and/or likely to cause a nuisance; (v) provide and maintain bins outside the premises; (vi) ensure that any litter is removed from outside the premises during all hours during which the premises are open and ensure that such litter is disposed of with other waste from the premises;
--	---

Business - Application for a premises licence to be granted under the Licensing Act 2003

	(vii) ensure that delivery drivers do not obstruct the roads and/or park or stop illegally. In particular, management will ensure that the traffic rules in respect of Tower Bridge Road are complied with by delivery drivers and will be pro-active about insisting on compliance.
--	--

e) the protection of children from harm

	The management takes its obligations to protect children from harm seriously. To this end, the management will : (i) operate a clear challenge 25 policy meaning that any customers looking under 25 will be asked for ID prior the sale of alcohol; (ii) not serve alcohol to children and will proactively take steps to ensure that adults do not buy children alcohol; and (iii) not permit unaccompanied children to use the restaurant.
--	--

Please upload a plan of the premises

	0012-A2100-PROPOSED.pdf
--	-------------------------

Please upload any additional information i.e. risk assessments

--	--

Checklist

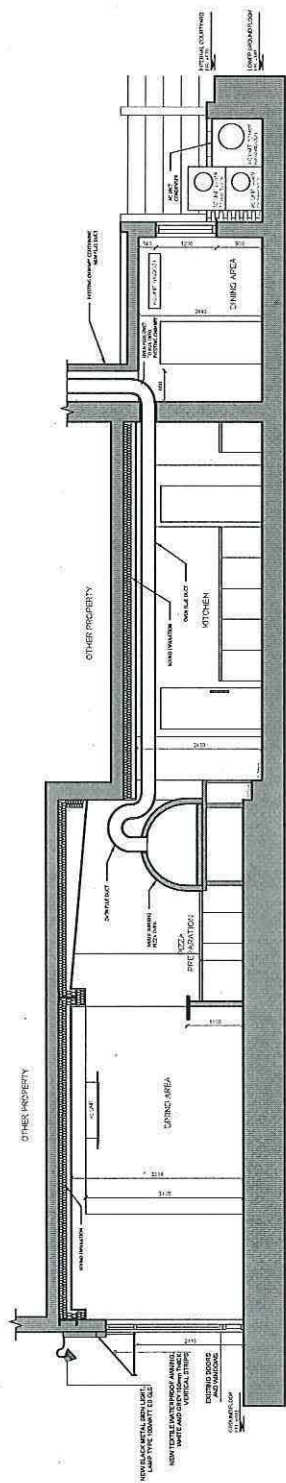
	I have enclosed the plan of the premises. I understand that I must now advertise my application. I understand that if I do not comply with the above requirements my application will be rejected.
--	--

Declaration

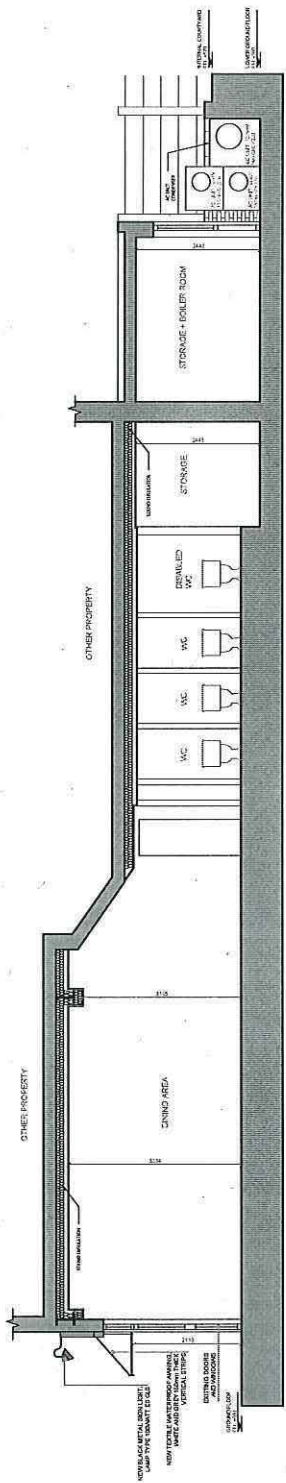
I agree to the above statement

	I agree
PaymentDescription	10000816714, ,
AuthCode	001844
LicenceReference	LPA-94212-353
PaymentContactEmail	

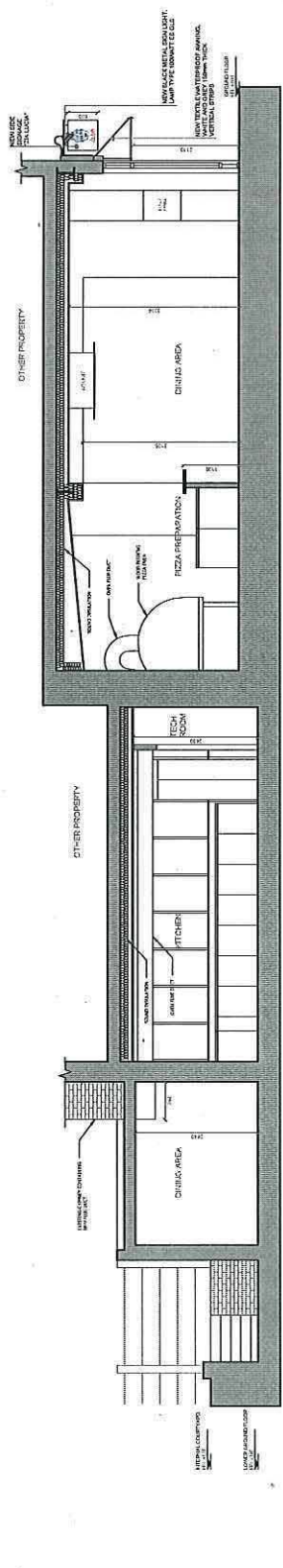
The information you provide will be used fairly and lawfully and Southwark Council will not knowingly do anything which may lead to a breach of the Data Protection Act 1998.



01 PROPOSED SECTION A-A
1:100



02 PROPOSED SECTION B-B
1:100

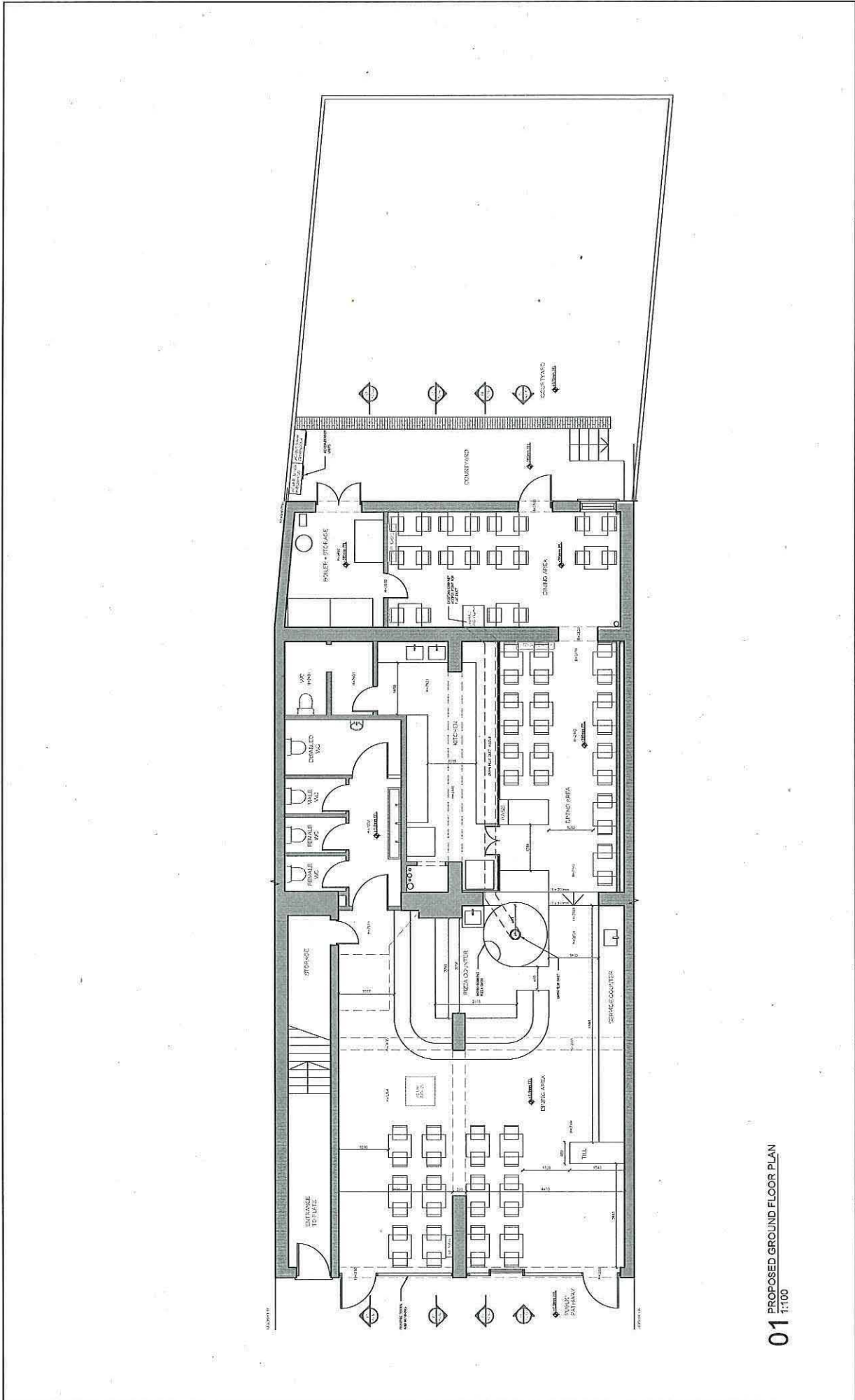


03 PROPOSED SECTION C-C
1:100

<p>DRAWING STATUS PLANNING APPLICATION</p> <p>PROJECT TITLE ZIA LUCIA RESTAURANT</p> <p>35-37 TOWER BRIDGE ROAD SE1 4TL, London, UK</p>	<p>DRAWN LV</p>	<p>CHECKED LV</p>	<p>LEGEND</p> <p>ORIGINAL NOTE: - This drawing should be removed from currency immediately when a revised version is issued. - No dimensions have to be scaled from this drawing. - All dimensions in mm.</p>	
	<p>DATE 24.03.2017</p> <p>DRAWING TITLE PROPOSED SECTION A-A SECTION B-B SECTION C-C</p> <p>SCALE 1:100@A3</p>	<p>DATE 24.03.2017</p> <p>DRAWING TITLE PROPOSED SECTION A-A SECTION B-B SECTION C-C</p> <p>SCALE 1:100@A3</p>	<p>DATE 24.03.2017</p> <p>DRAWING TITLE PROPOSED SECTION A-A SECTION B-B SECTION C-C</p> <p>SCALE 1:100@A3</p>	<p>DATE 24.03.2017</p> <p>DRAWING TITLE PROPOSED SECTION A-A SECTION B-B SECTION C-C</p> <p>SCALE 1:100@A3</p>
<p>0 1 2 3 4 5m.</p>				
<p>REV</p>		<p>DESCRIPTION</p>		<p>DATE</p>

02 - PROPOSED

DRAWING STATUS		DRAWN		CHECKED		LEGEND	
PLANNING APPLICATION		LV	LV	LV		- This drawing should be removed from currency immediately when a revised version is issued. - This drawing is copyrighted. - All dimensions in mm's.	
PROJECT TITLE		DATE	SCALE	DRAWING TITLE			
ZIA LUCIA RESTAURANT		24.03.2017	1:100@A3				
35-37 TOWER BRIDGE ROAD SE1 4TL, London, UK		DRAWING NO	DRAWING NO				
		0012					
REV	DESCRIPTION	DATE					



01 PROPOSED GROUND FLOOR PLAN
1:100

DRAWING NO. PLANNING APPLICATION A3	DRAWN LV	CHECKED LV	GENERAL NOTE - This drawing should be removed from currency immediately when a revised version is issued. - No dimensions have to be scaled from this drawing. - This drawing is copyrighted. - All dimensions in mm.	
			PROJECT TITLE ZIA LUCIA RESTAURANT	DATE 24.03.2017
35-37 TOWER BRIDGE ROAD SE1 4TL, London, UK	JOB NO. 0012	DRAWING NO. AZ100	LEGEND	
	DRAWING TITLE PROPOSED GROUND FLOOR PLAN		0 1 2 3 4 5m.	
				REV DESCRIPTION DATE



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

Our reference: MD2954/17

Date: 2nd May 2017

Re:- Zia Lucia 35-37 Tower Bridge Road SE1 4TL

Dear Sir/Madam

Police are in receipt of an application from the above for a new premises licence to be granted under the licensing act 2003 for the following hours

Premises open to the public
Mon-Sun 1100 to 2300

Sale/Supply of alcohol
Mon-Sun 1100 to 2300

The operating schedule indicates that this is for a restaurant style premises, the application however does not contain any control measures in order to restrict the operation to this specific manner.

Police object to this application on the grounds that this premises could potentially be a vertical drinking establishment and could therefore have a detrimental impact on the prevention of crime and disorder.

It is also noted that the supply of alcohol is in line with the closing time for the premises, this could potentially cause issues if anyone was to order alcohol just before the premises closes to the public.

To address this matter Police would like to see the following addition to the operating schedule.

1/ Persons shall not be permitted to leave the premises with alcohol sealed or unsealed.

2/ Intoxicating liquor shall not be sold or supplied on the premises other than to persons having table meals and is for consumption by such person as an ancillary to this food .

3/ The supply of alcohol will cease at least 30 minutes prior to the terminal hour as detailed on the premises licence.

Police accept all the other conditions as offered in the operating schedule.

The Following is submitted for your consideration, Police would welcome the opportunity to conciliate with the applicant should the need arise.

Yours Sincerely

PC Ian Clements 362MD
Southwark Police Licensing Unit



BUCKWORTHS

Our Ref: 00658/005
Your Ref: MD2954/17
Writer: Michael Buckworth

[REDACTED]

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

10 May 2017

Dear Sirs

Zia Lucia 2 Limited (Company number: 10638976)
35-37 Tower Bridge Road, SE1 4TL

We write further to your letter of 2 May 2017.

We note the objections raised by the Police in relation to our client's premises license application.

We confirm that Zia Lucia 2 Limited agrees to the insertion of the conditions requested in the operating schedule, specifically:

1. Persons shall not be permitted to leave the premises with alcoholic beverages, sealed or unsealed.
2. Intoxicating liquor shall not be sold or supplied on the premises other than to persons having table meals and is for consumption by such person as an ancillary to this food.
3. The supply of alcohol will cease at least 30 minutes prior to the terminal hour as detailed on the premises license.

We have advised the Principal Licensing Officer accordingly, and trust in the circumstances no further objection will be raised by yourselves to our client's application.

Yours faithfully,

[REDACTED]

Buckworths

CC: Andrew Heron, Principal Licensing Officer, London Borough of Southwark
Andrew.Heron@southwark.gov.uk

Heron, Andrew

From: [REDACTED]
Sent: 11 May 2017 10:06
To: Heron, Andrew
Cc: [REDACTED]
Subject: RE: Zia Lucia

Andrew,
As they have accepted the conditions we withdraw are objection
Regards
Graham

PC Graham White 288MD
Southwark Police Licensing Unit
323 Borough High Street
London
SE1 1JL

From: Heron, Andrew [mailto:Andrew.Heron@southwark.gov.uk]
Sent: 10 May 2017 18:00
To: MD Mailbox - Southwark Licensing [REDACTED]
Subject: FW: Zia Lucia

Dear PC Clements,

Please find attached a copy of your representation and a response from the applicant.

I look forward to hearing from you.

Regards,

Andrew Heron
Principal Licensing Officer
London Borough of Southwark
Regulatory Services – Environment & Leisure
020 7525 5767

Address: Licensing Unit, Hub 1, Floor 3, 160 Tooley Street, London, SE1 2QH
Switchboard: 020 7525 5000
Website: www.southwark.gov.uk

From: Michael Buckworth [REDACTED]
Sent: Wednesday, May 10, 2017 5:44 PM
To: Heron, Andrew
Subject: Re: Zia Lucia

Andrew

Many thanks for your email.

Please find attached a letter to the police and a letter to TS. We have sent these in the post and email today.

In short, we have accepted all requests made by them.

Kind regards

Mike

On Wed, May 10, 2017 at 11:57 AM, Heron, Andrew <Andrew.Heron@southwark.gov.uk> wrote:

Dear Mr Buckworth,

Further to our telephone conversation, there are two representation from responsible authorities – the Police and Trading Standards. Please find copies attached for you information.

Should your client agree to the proposals, please contact the individual authority directly and copy me in.

As advised, I will forward a complete list of objections following the end of the consultation, which will include the local residents’.

Regards,

Andrew Heron

Principal Licensing Officer

London Borough of Southwark

Regulatory Services – Environment & Leisure

020 7525 5767

Address: Licensing Unit, Hub 1, Floor 3, 160 Tooley Street, London, SE1 2QH

Heron, Andrew

From: Regen, Licensing
Sent: 02 May 2017 14:51
To: Heron, Andrew
Subject: FW: Application for Premise Licence - Zia Lucia 35 Tower Bridge Rd SE1 4TL

From: Masini, Bill
Sent: Tuesday, May 02, 2017 2:49 PM
To: Regen, Licensing
Cc: Tear, Jayne
Subject: Application for Premise Licence - Zia Lucia 35 Tower Bridge Rd SE1 4TL

As a Responsible Authority under The Licensing Act, Trading Standards are in receipt of the application for a premise licence for Zia Lucia at 35 Tower Bridge Rd London SE1 4TL and respond accordingly under the Licensing objective of The Protection of Children from harm.

Trading Standards acknowledge and welcome the statements made in the Protection of children from Harm box at Paragraph M (e) [Challenge 25, etc.] though for completeness and clarity would like to see the following conditions worded on the licence:

- That a challenge 25 scheme shall be maintained at the premises requiring that staff selling alcohol request that any customer who looks under 25 years old, and who is attempting to purchase alcohol, provides valid photographic identification proving that the customer is at least 18 years old. Valid photographic identification is composed of a driving licence, passport, UK armed services ID card and any Proof of Age Standards Scheme (PASS) accredited card such as the Proof of Age London (PAL) card.
- That all staff involved in the sale of alcohol shall be trained in the prevention of sales of alcohol to underage persons, and the challenge 25 scheme in operation at the premises. A record of such training shall be kept / be accessible at the premises at all times and be made immediately available for inspection at the premises to council or police officers on request. The training record shall include the trainee's name (in block capitals), the trainer's name (in block capitals), the signature of the trainee, the signature of the trainer, the date(s) of training and a declaration that the training has been received.
- That clearly legible signs shall be prominently displayed where they can easily be seen and read by customers stating to the effect that a challenge 25 policy is in operation at the premises, that customers may be asked to provide proof of age and stating what the acceptable forms of proof of age are. Such signage shall be displayed at all entrances, points of sale and in all areas where alcohol is displayed for sale. The signage shall be kept free from obstructions at all times.
- That a register of refused sales of alcohol shall be maintained in order to demonstrate effective operation of the challenge 25 policy. The register shall be clearly and legibly marked on the front cover as a register of refused sales, with the address of the premises and with the name and address of the licence holder. The register shall be kept / be accessible at the premises at all times. On a monthly basis, the Designated Premises Supervisor (DPS) shall check the register to ensure it is being properly completed. The DPS shall sign and date the register to that effect and where appropriate take corrective action in a timely manner if the register is not being completed correctly. The register shall be made immediately available for inspection at the premises to council or police officers on request.
- That any children must be accompanied and supervised by a responsible adult.

Bill Masini - Trading Standards Officer

Southwark Council Trading Standards | Environment & Leisure

3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX

Direct line 020 7525 2629 | Fax 020 7525 5735 | Call Centre 020 7525 2000

Visit our web pages www.southwark.gov.uk/TradingStandards

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BUCKWORTHS

Our Ref: 00658/005
Your Ref: MD2954/17
Writer: Michael Buckworth

FAO Bill Masini
Southwark Council Trading Standards
3rd Floor Hub 1,
PO Box 64529
London SE1P 5LX

10 May 2017

Dear Sirs

Zia Lucia 2 Limited (Company number: 10638976)
35-37 Tower Bridge Road, SE1 4TL

We write further to your email of 2 May 2017.

We note the comments of Trading Standards in relation to our client's premises license application.

We confirm that Zia Lucia 2 Limited agrees to the insertion of the conditions requested in the license, specifically:

1. A Challenge 25 scheme shall be maintained at the premises requiring that staff selling alcohol request that any customer who looks under 25 years old and who is attempting to purchase alcohol, provides valid photographic identification proving that the customer is at least 18 years old. Valid photographic identification is composed of a driving license, passport, UK armed services ID card and any Proof of Age Standards Scheme (PASS) accredited card such as the Proof of Age London (PAL) card.
2. All staff involved in the sale of alcohol shall be trained in the prevention of sales of alcohol to underage persons, and the Challenge 25 scheme in operation at the premises. A record of such training shall be kept/ be accessible at the premises at all times and be made immediately available for inspection at the premises to council or police officers on request. The training record shall include the trainee's name (in block capitals), the signature of the trainee, the signature of the trainer, the date(s) of training and a declaration that the training has been received.
3. A register of refused sales of alcohol shall be maintained on order to demonstrate effective operation of the Challenge 25 policy. The register shall be clearly and legibly marked on the front cover as a register of refused sales, with the address of the premises and with the name and address of the license holder. The register shall be kept /be accessible at the premises at all times. On a monthly basis, the Designated Premises Supervisor (DPS) shall check the register to ensure that it is being properly completed. The DPS shall sign and date the register to that effect and where appropriate take corrective action in a timely matter if the register is not being completed correctly. The register shall be made immediately available for inspection at the premises to council or to police officers on request.
4. Any children must be accompanied and supervised by a responsible adult.

26 Curtain Road, London EC2A 3NY | +44 (0)20 7952 1723 | office@buckworths.com | www.buckworths.com

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We have advised the Principal Licensing Officer accordingly, and trust in the circumstances no further objection will be raised by yourselves to our client's application.

Yours faithfully,



Buckworths

CC: Andrew Heron, Principal Licensing Officer, London Borough of Southwark
Andrew.Heron@southwark.gov.uk

Heron, Andrew

From: Masini, Bill
Sent: 11 May 2017 15:01
To: 'Michael Buckworth'; Heron, Andrew
Subject: RE: Zia Lucia

Many thanks to you both.

Andrew, Trading Standards are happy to withdraw its representation relating to this application.

Best regards

Bill Masini - Trading Standards Officer

Southwark Council Trading Standards | Environment & Social Regeneration
3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX

Direct line 020 7525 2629 | Fax 020 7525 5735 | Call Centre 020 7525 2000

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Need clear practical consumer advice? Visit Consumer Direct at www.direct.gov.uk/consumer



From: Michael Buckworth [REDACTED]
Sent: Thursday, May 11, 2017 1:22 PM
To: Heron, Andrew
Cc: Masini, Bill
Subject: Re: Zia Lucia

Andrew

Absolutely - we accept that condition.

I will send you a letter on letterhead confirming that point.

Kind regards

Mike

On Thu, May 11, 2017 at 10:45 AM, Heron, Andrew <Andrew.Heron@southwark.gov.uk> wrote:

Dear Mike,

Having spoken to Trading Standards, there is a concern that you have not addressed one of the conditions in relation to challenge 25 in your conciliation letter:

That clearly legible signs shall be prominently displayed where they can easily be seen and read by customers stating to the effect that a challenge 25 policy is in operation at the premises, that customers may be asked to provide proof of age and stating what the acceptable forms of proof of age are. Such signage shall be displayed at all entrances, points of sale and in all areas where alcohol is displayed for sale. The signage shall be kept free from obstructions at all times.

Can you confirm that you client also accepts this?

There is an intention to withdraw the representation if this is agreed.

Regards,

Andrew Heron

Principal Licensing Officer

London Borough of Southwark

Regulatory Services – Environment & Leisure

020 7525 5767

Address: Licensing Unit, Hub 1, Floor 3, 160 Tooley Street, London, SE1 2QH

Switchboard: 020 7525 5000

Website: www.southwark.gov.uk

From: Michael Buckworth [mailto:mbuckworth@buckworths.com]

Sent: Wednesday, May 10, 2017 5:44 PM

To: Heron, Andrew

Subject: Re: Zia Lucia

Andrew

Many thanks for your email.

Please find attached a letter to the police and a letter to TS. We have sent these in the post and email today.

In short, we have accepted all requests made by them.

Kind regards

Mike

On Wed, May 10, 2017 at 11:57 AM, Heron, Andrew <Andrew.Heron@southwark.gov.uk> wrote:

Dear Mr Buckworth,

Further to our telephone conversation, there are two representation from responsible authorities – the Police and Trading Standards. Please find copies attached for you information.

Should your client agree to the proposals, please contact the individual authority directly and copy me in.

As advised, I will forward a complete list of objections following the end of the consultation, which will include the local residents’.

Regards,

Andrew Heron

Principal Licensing Officer

London Borough of Southwark

Regulatory Services – Environment & Leisure

020 7525 5767

Address: Licensing Unit, Hub 1, Floor 3, 160 Tooley Street, London, SE1 2QH

Switchboard: 020 7525 5000

Website: www.southwark.gov.uk

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--

Michael Buckworth

Partner

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Heron, Andrew

From: Regen, Licensing
Sent: 02 May 2017 08:50
To: Heron, Andrew
Subject: FW: licensing application 85839

PARTY A

From: [REDACTED]
Sent: Monday, May 01, 2017 4:53 PM
To: Regen, Licensing
Subject: licensing application 85839

Dear Sir/Madam,

We oppose to the restaurant licensing application 85839.
The reasons are: noise, smells, late operating hours etc

[REDACTED]


Best regards
[REDACTED]



9th May 2017

Dear Southwark Licensing Authority,

We write to object to the restaurant licence application 858359 for 35-37 Tower Bridge Road.

We live with our family at 

We object to this Licensing Application on the grounds of nuisance and protection of children.

The most important nuisance caused by this application would be noise from a new, commercial activity which would be brought into:

1) what is solely residential area tab the back of the properties along Green Walk, Alice Street and Tower Bridge Road. This enclosed area is silent at night and is were we have our bedrooms and where the children sleep.

2) Our windows of our home are close to the rear of the property of the applicant. They are applying to be open Monday to Sunday 11am to 11pm, they want to have outside tables and they bare also applying for a licence to have music. It is not conceivable that this licence could be issued without serious nuisance and reduction in living standards for ourselves, our children and our neighbours. All residents have right to be able to sleep and be quiet in their homes and children have a particular right to have their sleep protected and not to have their homes and area changed from solely residential to commercial use.

3) The selling of alcohol for consumption through the day, seven days a week, again next to homes is another reason to concern.

We hope the Council will take steps to ensure the process is fair. Please refuse the licence applied for this Property.



PARTY B**Heron, Andrew**

From: Regen, Licensing
Sent: 02 May 2017 08:43
To: Heron, Andrew
Subject: RE: licensing application 85839

Follow Up Flag: Follow up
Flag Status: Completed

-----Original Message-----

From: [REDACTED]
Sent: Monday, May 01, 2017 4:44 PM
To: Regen, Licensing
Subject: licensing application 85839

Dear Sir/Madam,

We oppose to the restaurant licensing application 85839.
The reasons are: noise, smells, late operating hours etc

[REDACTED]

Best regards
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

9th May 2017

Dear Southwark Licensing Authority,

We write to object to the restaurant licence application 858359 for 35-37 Tower Bridge Road.

We live with our family at [REDACTED]

We object to this Licensing Application on the grounds of nuisance and protection of children.

The most important nuisance caused by this application would be noise from a new, commercial activity which would be brought into:

1) what is solely residential area at the back of the properties along Green Walk, Alice Street and Tower Bridge Road. This enclosed area is silent at night and is where we have our bedrooms and where the children sleep.

2) Our windows of our home are close to the rear of the property of the applicant. They are applying to be open Monday to Sunday 11am to 11pm, they want to have outside tables and they are also applying for a licence to have music. It is not conceivable that this licence could be issued without serious nuisance and reduction in living standards for ourselves, our children and our neighbours. All residents have right to be able to sleep and be quiet in their homes and children have a particular right to have their sleep protected and not to have their homes and area changed from solely residential to commercial use.

3) The selling of alcohol for consumption through the day, seven days a week, again next to homes is another reason to concern.

We hope the Council will take steps to ensure the process is fair. Please refuse the licence applied for this Property.

Sincerely yours,

[REDACTED]

[REDACTED]

[REDACTED]

PARTY C**Heron, Andrew**

From: Regen, Licensing
Sent: 02 May 2017 08:48
To: Heron, Andrew
Subject: FW: icensing application 85839.

From: [REDACTED]
Sent: Monday, May 01, 2017 4:46 PM
To: Regen, Licensing
Subject: icensing application 85839.

Dear Sir/Madam,

We oppose to the restaurant licensing application 85839.
The reasons are: noise, smells, late operating hours etc

[REDACTED]

Best regards
[REDACTED]



9th May 2017

Dear Southwark Licensing Authority,

We write to object to the restaurant licence application 858359 for 35-37 Tower Bridge Road.

We live with our family at 2 Green Walk, London SE1 4TU.

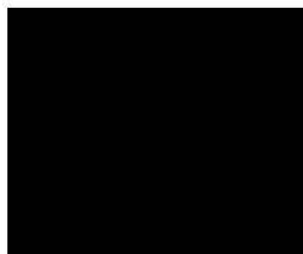
We object to this Licensing Application on the grounds of nuisance and protection of children.

The most important nuisance caused by this application would be noise from a new, commercial activity which would be brought into:

- 1) what is solely residential area tab the back of the properties along Green Walk, Alice Street and Tower Bridge Road. This enclosed area is silent at night and is were we have our bedrooms and where the children sleep.
- 2) Our windows of our home are close to the rear of the property of the applicant. They are applying to be open Monday to Sunday 11am to 11pm, they want to have outside tables and they bare also applying for a licence to have music. It is not conceivable that this licence could be issued without serious nuisance and reduction in living standards for ourselves, our children and our neighbours. All residents have right to be able to sleep and be quiet in their homes and children have a particular right to have their sleep protected and not to have their homes and area changed from solely residential to commercial use.
- 3) The selling of alcohol for consumption through the day, seven days a week, again next to homes is another reason to concern.

We hope the Council will take steps to ensure the process is fair. Please refuse the licence applied for this Property.

Sincerely yours,



PARTY D

Heron, Andrew

From: Regen, Licensing
Sent: 02 May 2017 16:29
To: Heron, Andrew
Subject: FW: OBJECTION TO LICENSING APPLICATION 85839

From: Franklin, David
Sent: Tuesday, May 02, 2017 3:24 PM
To: [REDACTED] Regen, Licensing
Subject: FW: OBJECTION TO LICENSING APPLICATION 85839

Dear Mr Nation,

I have forwarded your representation to licensing@southwark.gov.uk which is the email address to be used for representations, the licensing team will respond to you.

I do understand that you may not have known the correct address to send your email to, but would ask if you can refrain from sending any further correspondence directly to the Chair of the Licensing Committee as this can lead to difficulties in the Chair being able to sit on meetings where she has been contacted directly by parties involved in a licence application hearing.

Kind regards

David

David Franklin
Team Leader Licensing
Regulatory Services

From: [REDACTED]
Date: 2 May 2017 at 08:35:22 BST
To: [REDACTED]
Subject: OBJECTION TO LICENSING APPLICATION 85839

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Monday 1st May 2017

Dear Sir/Madame,

Licensing Application 858359

I formally object to the Application 858359. My family and I live at [REDACTED] which is [REDACTED] the location for the proposed Zia Luca pizza restaurant and know that this restaurant will have a direct impact on the lives of my family and neighbours.

The last two weeks prior to this letter we have had to endure the sight and the smell of the burning of materials from this site. The smell has been entering our home even with the windows closed. It has been uncomfortable to endure this already and the building of the property has not even commenced yet.

In most restaurants the kitchen is located at the rear of the premises and this will be the most likely place that the kitchen of Zia Luca will be. If the kitchen operates with any windows open or there is insufficient sound proofing then this will result in noise disturbance being heard from our home till late at night. The kitchen will require an industrial extraction system for the kitchen and I know regardless of where the kitchen will be in the restaurant, the extraction will be at the rear of the property to meet planning regulations. I believe this extraction will cause noise all the time that the kitchen is open and would not want to hear this noise at anytime in my house.

Also the smells coming from the restaurant will be distasteful to our home and I fear we will not be able to open our windows any time during opening hours or even after hours if the refuse waste is not properly stored. I also believe that with refuse potentially being stored in the rear of the restaurant there will be an increased attraction to pests in the area. Our area already has foxes and we would not welcome the opportunity for rats, mice roaches and other vermin to be attracted to the restaurant and use my garden as a pathway and become a direct problem to my house hold. Is this business going to pay for future pest control for my property?

The fact the proposed premises could have an out door space at the rear doesn't sit well with me because the out door space could be used for an outdoor seating, dining, drinking and space use the rear space for breaks all these uses for the area at the rear would bring opportunity for a lot of noise nuisance.

We have 8 children in our home who need to the sleep at night, my wife and my self are both workers who work shifts and start work early mornings and late nights. We all need good sleep before work and before our children goes to school. Two of our bedrooms are located at the rear of our property so at night it is very important that we are able to sleep without noise generated from the proposed restaurant being a daily disturbance.

If the restaurant is given the go ahead and is allowed to open. We strongly request to be given band one pritority on the Southwark Homesearch bidding. Our application number is 3097351. This will cause my family great stress and strain. Looking to kill us.

Please take these points I have raised in my objection to the license application 858359 into consideration.

Kind Regards



Heron, Andrew

From: Regen, Licensing
Sent: 02 May 2017 12:20
To: Heron, Andrew
Subject: FW: Application 858359 - Objection

From: [REDACTED]
Sent: Tuesday, May 02, 2017 11:34 AM
To: Regen, Licensing
Subject: Application 858359 - Objection

Dear Sir,

1 May 2017
Application 858359

Please find my written objection to the above license application. My property is one of a number of family homes that backs onto the rear of the proposed premises and specifically my bedroom overlooks the rear of the property. If this application is approved then it is very likely that this will have a detrimental impact onto my ability to sleep and the enjoyment of my outside space.

Whilst it is good that Tower Bridge Road is improving there are a number of ways where the opening of this restaurant could impact my family and the enjoyment of our home and outside space. Additionally the hours of opening has the potential to disturb and prevent sleep towards the end of the restaurant's operating hours and during the clear up period following closing time. There are a number of potential issues that arise that form my objection and they are detailed below:

1. It is very likely the restaurant's kitchen will be at the rear of the premises. If the kitchen operates with its windows open then this will result in noise and disturbance from the restaurant late into the night.
2. There is an outside space to the rear of the premises. There is a risk that this may be used as an outside dining/drinking space/smoking area. Again this will result in noise and disturbance from the restaurant late into the night.
3. Even if customers are prevented from using the outside space there is a risk that staff will make use of the space for their breaks. Staff chatter during breaks will bounce off the walls in the enclosed space behind the homes of Green Walk and Alice Street and again will result in noise and disturbance from the restaurant late into the night.
4. There is a risk that bins will be located in the rear outside space. Rubbish being placed into these bins during restaurant operation and post-closing clear up will result in noise and disturbance late into the night. Noise from beer/wine bottles is particularly noisy.
5. Extraction noise – The restaurant will require an industrial extraction system for the kitchen. Regardless of kitchen location this will be located at the rear of the premises to suit planning regulations. The extraction system could operate all of the time that the kitchen is open. There is a risk that this will be noisy and result in disturbance.
6. Smells – The extraction system will obviously extract smells from the kitchen as part of its operation. These will waft over the rear of our homes and we will be subject to continuous cooking smells.

As a result I believe that a restaurant is unsuitable for this particular location and that the application should be denied.

PARTY F**Heron, Andrew**

From: Tahir, Sarah
Sent: 03 May 2017 12:13
To: Heron, Andrew
Subject: FW: Objection - Restaurant Licence Application - rear of our home Application 858359, 35-37 Tower Bridge Road
Attachments: Licensing Application Objection Southwark 858359 35-37 Tower Bridge Road 3.5.17.pdf

Added to l1u = 858359

From: [REDACTED]
Sent: Wednesday, May 03, 2017 11:58 AM
To: Regen, Licensing
Subject: Objection - Restaurant Licence Application - rear of our home Application 858359, 35-37 Tower Bridge Road

3rd May 2017

Dear Southwark Licensing Authority,

We write to OBJECT to the restaurant licence application 858359 for 35-37 Tower Bridge Road.

We live with our family at [REDACTED]

We object to this Licensing Application on the grounds of nuisance and protection of children.

The most important nuisance caused by this application would be noise from a new, commercial activity which would be brought into:

- 1) what is a solely residential area at the back of the properties along Green Walk, Alice Street and Tower Bridge Road. This enclosed area is silent at night and is where we, as do most residents, have our bedrooms and is for many where the children sleep. Please come and visit our home (s) to check this fact if you are in doubt.
- 2) The rear windows of our home are 15 feet from the rear of the property of the applicant. Other windows are equally close in this very confined and quiet space. At the rear of the property for which the applicant is applying for a licence are windows, doors, an area where in their accompanying Planning Application they want to have outside tables, and doors to a storage area. They are applying to be open Monday to Sunday 11am to 11 pm. They are also applying for a licence to have music. **It is not conceivable that this licence could be issued without serious nuisance and reduction in living standards for ourselves, our neighbours, and our children.** All residents have a right to be able to sleep and be quiet in their homes, and children in particular have a particular right we feel to have their sleep protected and not to have their homes and area changed from solely residential to commercial use.
- 3) The selling of alcohol for consumption through the day, seven days a week, again next to homes and close to two schools (Tower Bridge Road and Bricklayers' Arms) is another reason for concern.

- 4) Nuisance would also be caused by people parking in Green Street for take-aways, by delivery riders coming to and from the restaurant for take-aways, and by anyone coming to the restaurant by car or motor-bike.

The applicant has made no attempt in their application to recognise or take account of the residential character at the back of their premises and the serious disturbance their plans would cause us and the other residents.

Can we also please also point out that no notice of the application for this licence was delivered to our door in Green Street, and therefore possibly to none of the properties in Green Walk, nor to any of the affected properties along Alice Street. The only way to know about this Licence Application was for us to see it by chance in the window of the property on Tower Bridge Road. This risks serious bias to the process in favour of the application. I hope the Council will take steps to ensure the process is fair.

Please refuse the licence applied for this Property. We would remind the Council that the last time a Planning Application was made for this Property it was disputed, taken to a meeting of Councillors and that the Councillors decided only to grant the application with strong conditions restricting noise, opening hours, hours of occupation of the property by those working there – and none of these restrictions are compatible with the present Licence Application.

[Redacted]

(Please find signed and scanned copy of this objection attached).

[Redacted]

[Redacted]

[Redacted]

[Redacted]

PARTY G**Heron, Andrew**

From: Regen, Licensing
Sent: 11 May 2017 08:59
To: Heron, Andrew
Subject: RE: Licensing Objection

From: [REDACTED]
Sent: Wednesday, May 10, 2017 11:09 PM
To: Regen, Licensing
[REDACTED]
Subject: Licensing Objection
Importance: High

Dear Licensing Team

On behalf of my constituents, I would like to raise an objection to change of use application 858359 relating to 35-37 Tower Bridge Road, SE1 4TL which is proposed as a pizza take-away and restaurant. I am very concerned that there does not seem to be sufficient consideration by the applicants of the impact on neighbours on Green Walk and Alice Street, the potential to cause nuisance including noise at anti-social hours (especially if there is outdoor seating to which I object), inadequate ventilation and inappropriate waste and servicing arrangements.

This application requires further scrutiny alongside the planning application for change of use.

Kind regards

[REDACTED]



BUCKWORTHS

Our Ref: 00658/005
Writer: Michael Buckworth

TO THE RESIDENTS,
Tower Bridge Road,
Green Walk,
Alice Street,
London SE1

12 May 2017

Dear Sirs

Zia Lucia 2 Limited
35-37 Tower Bridge Road, SE1 4TL
Licensing Application 858359

We act for Zia Lucia 2 Limited, who have made an application for a premises license in respect of the above property. We understand that you have raised some objections to the application. These objections have been provided to us (in an anonymised form) by Southwark Licensing Authority.

Our client values its relationship with local residents very highly. The purpose of this letter is to explain what our client intends to do with the premises and hopefully to allay any concerns that you may have in relation to the application.

About Zia Lucia

Zia Lucia runs a high quality family-friendly pizza restaurant operating from an existing venue in Holloway, North London. The business was founded by two Italians who have a love for Italian food and dreamed of opening an artisan local pizza restaurant. The founders are planning to open a second venue on Tower Bridge Road which will operate in a very similar way to the existing venue in Holloway.

Our client's focus is on serving food. However, as is the case with most restaurants, diners often want to be able to have an alcoholic drink with their meal. The purpose of the application for the premises license is to allow our clients to serve alcohol in this context.

The provision of alcohol

Zia Lucia is not a bar. Alcohol will only be served as an accompaniment to food being consumed by customers on the premises. Customers will not be permitted to take alcohol off the premises.

The proposed closing time for the venue is 11pm in the evening. We have agreed with Southwark Licensing Authority that (if the premises license is granted) alcohol will only be served until 10.30pm. This will allow sufficient time for customers to finish their food and drinks and leave the restaurant in an orderly fashion by 11pm. This will also help to ensure that customers leaving the restaurant do so gradually.

26 Curtain Road, London EC2A 3NY

Alcohol will not be served to minors - our client will be operating a Challenge 25 policy, and any children on the premises will have to be accompanied by a responsible adult.

Operation of the restaurant

The premises already has permission for activities falling under A3 usage. This includes the operation of a restaurant. The application to which you have raised objections is for the alcohol license which allows alcohol to be served at the premises.

You may be aware that Zia Lucia has also made several planning applications in respect of the premises. A number of the objections raised relate more to these applications than to the application for the premises licence which (if granted) would allow our client to serve alcohol to diners. Although these objections are not strictly relevant to this application, we thought that it would be useful to address some of the concerns raised about the operation of a restaurant in the premises.

Location of the kitchen

The possibility of noise and smells from the restaurant kitchen was of concern to some residents. Some residents assumed that the kitchen would be at the rear of the premises. In fact it will be in the centre of the premises.

The premises is split into three rooms: the front room on the street side will be the main dining room, a room in the centre of the premises will be the kitchen and the rear room will be a second dining room. A feature of Zia Lucia's restaurants is that pizzas and all hot food are cooked in a pizza oven which is located at the edge of the main dining room. The kitchen itself will only be used for the preparation of cold foods such as salads. Our client does not fry any food or use other food preparation processes that are smelly.

As such there will be no noise or smells emanating from the kitchen onto the rear of the property.

Noise

Our client has taken steps to ensure that any noise from the restaurant will be minimal. Our client intends to install soundproofing throughout the premises to prevent noise leaking into neighbouring properties. Our client did this in its Holloway venue and it has proved very successful in ensuring that any noise in the restaurant does not interfere with residents.

Our client has noted the concerns of residents with regards to the use of the courtyard at the rear of the premises for outdoor seating. In light of the justifiable concerns raised, our client has written to Southwark Licensing Authority and the planning authority confirming that it will not permit patrons to eat in the rear yard of the premises. Customers will therefore access the restaurant through the front doors on Tower Bridge Street only and will not be permitted in the courtyard at the rear.

Smells

Our client intends to use the existing chimney in the premises to deal with the discharge from the pizza oven. The only change that our client intends to make, is to install a more modern and high quality extractor unit to the chimney to ensure that smelly gases are removed from those emitted from the oven. The current unit (for which planning permission is in place) would allow some smells to leak into the air - our client is seeking to improve this position with its proposals.

We note the concerns of residents that rubbish could be stored in the rear yard and that this could attract rodents and pests. Our client will store all rubbish in pest-proof containers and will also pay for rubbish to be picked up by a private commercial contractor on a regular basis.

Summary

It is very important to our client that its relationship with residents is good and that residents feel that Zia Lucia contributes in a positive way to the local area. We have worked hard with our client and their design team to put together a plan that addresses the concerns of residents.

We would stress that Zia Lucia has operated a similar venue in Holloway for over a year during which time it has received no complaints from neighbours. Our client is confident that it would be able to operate the premises on Tower Bridge Road in harmony with local residents.

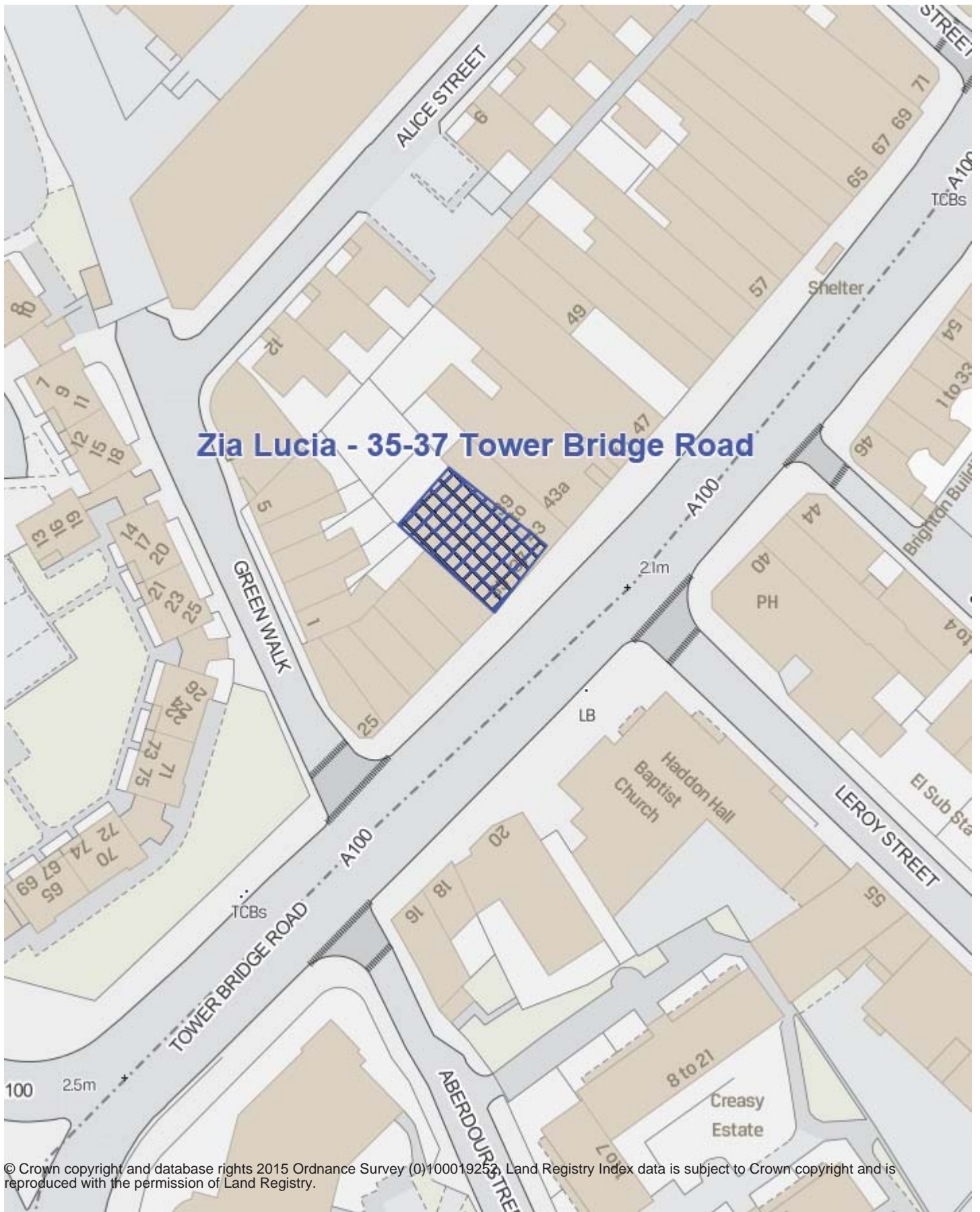
We hope that this letter has gone some way to reassure you that the concerns raised by residents have been considered and hopefully resolved.

If you do have any further concerns, please do not hesitate to contact us to discuss them further.

Yours faithfully,



Buckworths



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Item No. 6.	Classification: Open	Date: 12 June 2017	Meeting Name: Licensing sub-committee
Report title:		Licensing Act 2003: Best Food & Wine, 171 Queens Road, London SE15 2ND – Transfer Application	
Ward(s) or groups affected:		Nunhead	
From:		Strategic Director of Environment and Social Regeneration	

RECOMMENDATIONS

1. That the licensing sub-committee considers an application made by Pushparani Arulrajah to transfer a premises licence under the Licensing Act 2003 in respect of the premises known as Best Food & Wine, 171 Queens Road, London SE15 2ND.
2. This is an application to transfer the premises licence, submitted under Section 42 of the Licensing Act 2003. The application is subject to an objection notice from the Metropolitan Police Service and is therefore referred to the sub-committee for determination.
3. Paragraphs 12 to 15 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.
4. Paragraphs 16 to 27 of this report deals with the police objection notice received to the transfer application. A copy of the relevant police objection notice is attached as Appendix B.
5. 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.

BACKGROUND INFORMATION

The Licensing Act 2003

6. The Licensing Act 2003 received Royal Assent on 10 July 2003. The Act provides a licensing regime for:
 - The sale of and supply of alcohol
 - The provision of regulated entertainment
 - The provision of late night refreshment.
7. Within Southwark, the licensing responsibility is wholly administered by this council.
8. 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
 - The protection of children from harm.
9. 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.
10. The application to transfer a premises licence involves the provision of all relevant information required under the Act to the licensing authority. If the licensing authority receives a police objection notice that is not withdrawn, it must hold a hearing to consider the objection notice (unless all parties agree that this is unnecessary).
 11. The police may submit an objection notice to an application to transfer a premises licence when relevant to the promotion of the four licensing objectives.

KEY ISSUES FOR CONSIDERATION

Premises licence transfer

12. A premises licence transfer application was received on 3 May 2017 to remove Sawindar Singh Sandhu and Naresh Kumar as the premises licence holders of Best Food & Wine and to specify Pushparani Arulrajah as the new premises licence holder.
13. On 3 May 2017 consents were received from Sawindar Singh Sandhu and Naresh Kumar to transfer the premises licence for Best Food & Wine to Pushparani Arulrajah.
14. The effect of an application to transfer a premises licence is that it will have immediate interim effect unless an objection is received from the police.
15. A copy of this application is attached as Appendix A

The police objection

16. The police upon receipt of the application to transfer the premises licence holder from Sawindar Singh Sandhu and Naresh Kumar to Pushparani Arulrajah submitted an objection notice on 11 May 2017, on the grounds of crime and disorder.
17. The police state that on Thursday the 4 May 2017 the licensing sub - committee were set to hear evidence from the responsible authorities regarding a catalogue of breaches of the premises licence, and evidence of a number of criminal offences. The recommendation from all responsible authorities involved was that the premises licence be revoked.
18. Additionally the police state on the 3 May 2017 the day before the licensing sub committee hearing an application was received from Pushparani Arulrajah to transfer the premises licence.
19. The police state that under the licensing act 2003 an application to transfer the premises licence can become effective immediately. This then puts the applicant in the place of the premises licence holder, until either the licence is granted and the transfer is completed or the application is refused or withdrawn.
20. The police state that In effect if the review hearing were to go ahead then the review would be on the actions of the previous premises licence holder.

21. On the day of the hearing the police state that they were given a copy of a lease agreement between the applicant for the transfer and the current premises licence holders.
22. The police state that the lease was between the current premises licence holder Naresh Kumar and Paramjit Kaur and two individuals as detailed on the lease Ajanthini Arularajah and Geethanjali Arularajah. The applicant for the transfer gave their name as Pushparani Arularajah. The police state that whilst the surname appears to be the same, the applicant for the transfer and those detailed on the lease agreement don't seem to be the same people.
23. The police also state that the lease agreement had not been signed by the new tenants and therefore cannot be accepted as a full and proper lease agreement.
24. Of concern to the police is that the landlord for the premises known as Best Food & Wine remains to be the current premises licence holder Naresh Kumar. The police in their objection state this would still give Mr Kumar overall control of the premises.
25. The police state in the objection that in this case there are exceptional circumstances as to why this transfer should be refused, under the grounds that it would undermine the prevention of crime and disorder licensing objective.
26. The police state that the premises licence is subject to a review in relation to the prevention of crime and disorder. The application to transfer the licence was submitted a day before the hearing and the police believe this has been done to circumvent the licensing hearing process.
27. A copy of the police objection is attached as Appendix B.

Consideration by the sub-committee

28. It has not been possible to reach a negotiated outcome of this matter and the sub-committee is asked to consider whether the police objection notice is upheld under the necessity to promote the licensing objective of crime and disorder and refuse the application to transfer.

Operating History

29. A premises licence was issued to Naresh Kumar and Sawindar Singh in respect of the premises on 2 October 2005. Mr Kumar was specified, and remains, the DPS of the premises.
30. On 9 May 2011 this council's trading standards service submitted an application for the review of the premises licence issued in respect of the premises. A licensing sub-committee hearing was held on 29 June 2011 to determine the application. The licensing sub-committee modified the licence by imposing four conditions on the premises licence. A copy of notice of decision in regards to the hearing of 29 June 2011 is attached to this report as part of the licensing responsible authority's representation in Appendix B.
31. On 9 October 2008 a licensing inspection of the premises were undertaken. It was noted that the premises licence summary was not displayed at the premises and the premises licence was not available at the premises in breach of section 57 of the Licensing Act 2003. A warning letter was sent to the premises in regards to this matter. On 7 November 2008 a re-visit of the premises was undertaken and the premises were found to be being operated compliantly.

32. On 8 October 2009 a licensing inspection of the premises was undertaken and the premises were found to be being operated compliantly.
33. On 4 February 2010 a licensing inspection of the premises was undertaken and the premises were found to be being operated compliantly.
34. On 3 February 2011 a licensing inspection of the premises was undertaken and the premises were found to be being operated compliantly.
35. On 22 June 2011 a licensing inspection of the premises was undertaken and the premises were found to be being operated compliantly.
36. On 28 March 2013 a licensing inspection of the premises was undertaken. Various breaches of the premises licence issued in respect of the premises and a potential breach of section 57 of the Act were noted.
37. No TEN's have been submitted in regards to the premises.
38. On 7 March 2017, an application was submitted by this council's trading standards service under Section 51 of the Licensing Act 2003, for the review of the premises licence held by Sawindar Singh and Naresh Kumar in respect of the premises known as Best Food and Wine, 171 Queens Road, London SE15 2ND.
39. The review application was submitted in respect of the prevention of crime and disorder licensing objective and in summary states that the following has been witnessed and / or taken place at the premises:
 - Duty evaded alcohol for sale in contravention of The Customs and Excise Management Act 1979
 - Duty evaded alcohol for sale bearing counterfeit trademarks and "Duty Stamp" in contravention of the Trade Marks Act 1994 and Duty Stamp Regulations 2006
 - Offer to supply alcohol that cannot legally be sold in contravention of the Consumer Protection from Unfair Trading Regulations 2008
 - Offer for sale of unsafe goods in contravention of the Consumer Protection Act 1987.
40. The premises were the subject of a review on 29 June 2011 for alleged offences including the sale of counterfeit wine. Trading standards say that the licensees have learnt nothing since the last review of the premises licence.
41. The trading standards service in the review application stated that they do not have confidence in Mr Kumar's (joint licensee and DPS of the premises) management of the business. The option of a change of DPS is not recommended by trading standards because Mr Kumar acts as a sole trader and would still retain control of the premises. The trading standards service suggested in the review application that the licensing sub-committee consider the revocation of the premises licence.
42. Full details of the grounds for the review are attached as Appendix D.
43. On 4 May 2017 a licensing sub-committee was due to hear the review application submitted by trading Standards. On the 3 May 2017 a transfer application was submitted to Southwark Council licensing unit and the Review hearing listed for the 4 May 2017 was postponed.
44. The notice of postponement is attached to this report as Appendix E.

45. On the 12 May 2017 correspondence was received from the legal representative of the applicant in regards to the lease and agreement. This correspondence is attached to this report as Appendix F.
46. A copy of the Lease and agreement is attached to this report as Appendix G and Appendix H.
47. On the 17 May 2017 an application to change the Designated Premises Supervisor of the premises to Pushparani Arulrajah was received by Southwark Council licensing unit.
48. A copy of this Change of DPS application is attached to this report as Appendix I.

The local area

49. A map of the area is attached to this report as Appendix J. The premises is identified at the centre of the map.

Community impact statement

50. Members are advised that under the Act, the only matter to which consideration may be given in this instance is the pursuit of the crime and disorder objective.
51. Each application is required by law to be considered upon its own individual merits with all relevant matters taken into account.

Southwark council statement of licensing policy

52. 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 - Purpose and scope of the policy. This reinforces the four licensing objectives and the fundamental principles upon which this authority relies in determining licence applications
 - Section 5 – Determining applications for premises licences and club premises certificates. This explains how the policy works and considers issues such as location; high standards of management; and the principles behind condition setting.
 - Section 6 – Local cumulative impact policies. This sets out this authority's approach to cumulative impact and defines the boundaries of the current special policy areas and the classifications of premises to which they apply. To be read in conjunction with Appendix B to the policy
 - Section 7 – Hours of operation. This provides a guide to the hours of licensed operation that this authority might consider appropriate by type of premises and (planning) area classification.
 - Section 8 – The prevention of crime and disorder. This provides general guidance on the promotion of the first licensing objective
 - Section 9 – Public safety. This provides general guidance on the promotion of the second licensing objective

- Section 10 – The prevention of nuisance. This provides general guidance on the promotion of the third licensing objective
- Section 11 – The protection of children from harm. This provides general guidance on the promotion of the fourth licensing objective.

53. 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

54. A fee of £23.00 has been paid by the applicant in respect of this application being the statutory fee payable for the transfer of a premises licence.

Consultations

55. Consultation has been carried out on this application in accordance with the provisions of the Licensing Act 2003.

SUPPLEMENTARY ADVICE FROM OTHER OFFICERS

Director of Law and Democracy

56. The sub-committee is asked to determine the application for the transfer of a premises licence under Section 42 of the Licensing Act 2003.

57. The principles which sub-committee members must apply are set out below.

Principles for making the determination

58. The general principle is that applications for the transfer of a premises licence must be granted unless a police objection notice is received. This is subject to the proviso that the applicant has complied with regulations in submitting the application.

59. An application to transfer a premises licence under section 42 shall be in the form and shall contain the information set out in the application and accompanied by the prescribed fee.

60. If a relevant police objection notice is received then the sub-committee must have regard to them, in determining whether it is necessary for the promotion of the licensing objectives.

Reasons

61. If the sub-committee determines that it is necessary to refuse the application to transfer the premises licence, it must give reasons for its decision.

Hearing procedures

62. Subject to the licensing hearing regulations, the licensing sub-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.

63. This matter relates to the determination of an application for a premises licence under section 42 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

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 the objection notice submitted by the police. 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 objection 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. All interested parties 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 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.

Strategic Director of Finance and Governance

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 Home Office revised guidance to the Act Secondary Regulations Southwark Statement of Licensing Policy Case file	Southwark Licensing, c/o Community Safety and Enforcement 160 Tooley Street London SE1 2QH	Kirty Read Phone number: 020 7525 5748

APPENDICES

No.	Title
Appendix A	Copy of the transfer application
Appendix B	Police objection
Appendix C	Copy of the premises licence
Appendix D	Trading standards review application
Appendix E	Notice of postponement of Hearing from licensing sub-committee on 4 May 2017
Appendix F	Submission from legal representative acting on behalf of transfer applicant
Appendix G	Lease
Appendix H	Agreement
Appendix I	Copy of change of designated premises supervisor application
Appendix J	Map

AUDIT TRAIL

Lead Officer	Deborah Collins, Strategic Director of Environment and Social Regeneration	
Report Author	Richard Kalu, Licensing Enforcement Officer	
Version	Final	
Dated	22 May 2017	
Key Decision?	No	
CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER		
Officer Title	Comments sought	Comments included
Director of Law and Democracy	Yes	Yes
Strategic Director of Finance and Governance	Yes	Yes
Cabinet Member	No	No
Date final report sent to Constitutional Team	26 May 2017	



Application to transfer premises licence to be granted under the Licensing Act 2003

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

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 in black ink. Use additional sheets if necessary. You may wish to keep a copy of the completed form for your records.

I/~~We~~ PUSHPARANI ARULRAJAH
(Insert name of applicant)

apply to transfer the premises licence described below under section 42 of the Licensing Act 2003 for the premises described in Part 1 below

* Premises licence number

834717

Part 1 – Premises details

Postal address of premises or, if none, ordnance survey map reference or description

171 QUEENS ROAD

Post town

PECKHAM

Post code

SE15 2ND

* Telephone number at premises (if any)

Please give a brief description of the premises (see note 1)

OFF LICENCE

Name of current premises licence holder

SAWINDAR SINGH SANDHU AND NARESH KUMAR

Part 2 - Applicant details

In what capacity are you applying for the premises licence to be transferred to you?

Please tick yes

a) an individual or individuals*

please complete section (A)

b) a person other than an individual *

i. as a limited company

please complete section (B)

ii. as a partnership

please complete section (B)

iii. as an unincorporated association or

please complete section (B)

address

[Redacted address field]

Post town

[Redacted post town field]

Post code

[Redacted post code field]

Daytime contact telephone number

[Redacted telephone number field]

E-mail address (optional)

[Redacted email address field]

SECOND INDIVIDUAL APPLICANT (fill in as applicable)

Mr Mrs Miss Ms Other title
(for example, Rev)

Surname

[Surname input field]

First names

[First names input field]

Date of birth

I am 18 years old or over

Please tick yes

Nationality

Current residential address if different from premises address

[Redacted residential address field]

Post town

[Redacted post town field]

Post code

[Redacted post code field]

Daytime contact telephone number

[Redacted telephone number field]

E-mail address (optional)

[Redacted email address field]

(B) OTHER APPLICANTS

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
Address
Registered number (where applicable)
Description of applicant (for example partnership, company, unincorporated association etc.)
Telephone number (if any)
E-mail address (optional)

Part 3Please tick yesAre you the holder of the premises licence under an interim authority notice? Do you wish the transfer to have immediate effect?

If not when would you like the transfer to take effect?

Day	Month	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

Please tick yesI have enclosed the consent form signed by the existing premises licence holder

If you have not enclosed the consent form referred to above please give the reasons why not. What steps have you taken to try and obtain the consent?

--

Consent of premises licence holder to transfer

I/we SAWINDAR SINGH SANDHU AND NARESH KUMAR
[full name of premises licence holder(s)]

the premises licence holder of premises licence number 834717
[insert premises licence number]

relating to

171 QUEENS ROAD, PECKHAM, SE15 2ND
[name and address of premises to which the application relates]

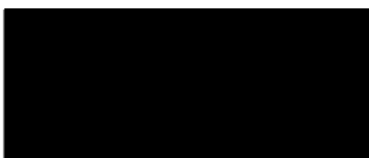
hereby give my consent for the transfer of premises licence number

834717
[insert premises licence number]

to

PUSHPARANI ABULBASAH
[full name of transferee].

signed

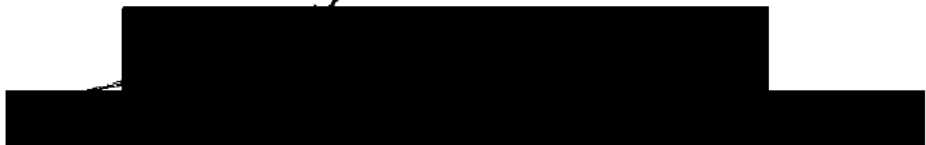


name
(please print)

NARESH KUMAR

dated

02/05/2017



02/5/17

EMPLOYMENT WILL BE LIABLE TO A CIVIL PENALTY UNDER SECTION 15 OF THE IMMIGRATION, ASYLUM AND NATIONALITY ACT 2006 AND PURSUANT TO SECTION 21 OF THE SAME ACT, WILL BE COMMITTING AN OFFENCE WHERE THEY DO SO IN THE KNOWLEDGE, OR WITH REASONABLE CAUSE TO BELIEVE, THAT THE EMPLOYEE IS DISQUALIFIED.

IT IS AN OFFENCE, UNDER SECTION 158 OF THE LICENSING ACT 2003, TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION. THOSE WHO MAKE A FALSE STATEMENT MAY BE LIABLE ON SUMMARY CONVICTION TO A FINE OF ANY AMOUNT.

I understand I am not entitled to be issued with a licence if I do not have the entitlement to live and work in the UK (or if I am subject to a condition preventing me from doing work relating to the carrying on of a licensable activity) and that my licence will become invalid if I cease to be entitled to live and work in the UK (please read guidance note 2)

- [Applicable to individual applicants only, including those in a partnership which is not a limited liability partnership] I understand I am not entitled to be issued with a licence if I do not have the entitlement to live and work in the UK (or if I am subject to a condition preventing me from doing work relating to the carrying on of a licensable activity) and that my licence will become invalid if I cease to be entitled to live and work in the UK (please read guidance note 15).

The DPS named in this application form is entitled to work in the UK (and is not subject to conditions preventing him or her from doing work relating to a licensable activity) and I have seen a copy of his or her proof of entitlement to work, if appropriate (please see note 15)

Part 4 – Signatures (please read guidance note 3)

Signature of applicant or applicant’s solicitor or other duly authorised agent (See guidance note 4). **If signing on behalf of the applicant please state in what capacity.**

Signature 

Date 3/5/17

Capacity

For joint applicants signature of second applicant, second applicant’s solicitor or other authorised agent (please read guidance note 5). **If signing on behalf of the applicant please state in what capacity.**

Signature

Date

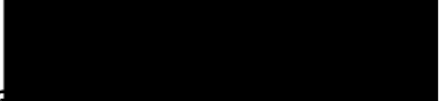
Capacity

IT IS AN OFFENCE, UNDER SECTION 158 OF THE LICENSING ACT 2003, TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION. THOSE WHO MAKE A FALSE STATEMENT MAY BE LIABLE ON SUMMARY CONVICTION TO A FINE OF ANY AMOUNT.

IT IS AN OFFENCE UNDER SECTION 24B OF THE IMMIGRATION ACT 1971] FOR A PERSON TO WORK WHEN THEY KNOW, OR HAVE REASONABLE CAUSE TO BELIEVE, THAT THEY ARE DISQUALIFIED FROM DOING SO BY REASON OF THEIR IMMIGRATION STATUS. THOSE WHO EMPLOY AN ADULT WITHOUT LEAVE OR WHO IS SUBJECT TO CONDITIONS AS TO EMPLOYMENT WILL BE LIABLE TO A CIVIL PENALTY UNDER SECTION 15 OF THE IMMIGRATION, ASYLUM AND NATIONALITY ACT 2006 AND, PURSUANT TO SECTION 21 OF THE SAME ACT, WILL BE COMMITTING AN OFFENCE WHERE THEY DO SO IN THE KNOWLEDGE, OR WITH REASONABLE CAUSE TO BELIEVE, THAT THE EMPLOYEE IS DISQUALIFIED.

Part 3 – Signatures (please read guidance note 2)

Signature of applicant or applicant’s solicitor or other duly authorised agent (See guidance note 3). **If signing on behalf of the applicant please state in what capacity.**

Signature 

Date 02/5/17

Capacity

For joint applicants signature of 2nd applicant 2nd applicant’s solicitor or other authorised agent (please read guidance note 4). **If signing on behalf of the applicant please state in what capacity.**

Signature 

Date 02/05/2017

Capacity

Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 5)	
Post town	Post Code
Telephone number (if any)	
If you would prefer us to correspond with you by e-mail your e-mail address (optional)	



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/ 2959/17

Date: 11th May 2017

Dear Sir/Madam

Re: Pushparani Arulrajah, Best Food & Wine 171 Queens Road SE15 2ND

Police are in possession of an application from the above to transfer the premises licence ref 834717.

The above premises was subject of an application for a review of the premises licence under the licensing act 2003.

On Thursday the 4th May 2017 the licensing subcommittee were set to hear evidence from the responsible authorities regarding a catalogue of breaches of the premises licence, and evidence of a number of criminal offences. The recommendation from all responsible authorities involved was that the premises licence be revoked.

On the 3rd May 2017 the day before the licensing sub committee hearing an application was received from Pushparani Arulrajah to transfer the premises licence.

Under the licensing act 2003 an application to transfer the premises licence can become effective immediately. This then puts the applicant in the place of the premises licence holder, until either the licence is granted and the transfer is completed or the application is refused or withdrawn.

In effect if the review hearing were to go ahead then the review would be on the actions of the previous premises licence holder.

On the day of the hearing I was also given a copy of a lease agreement between the applicant for the transfer and the current premises licence holders.

I note that the lease was between the current premises licence holder Naresh Kumar & Paramjit Kaur and two individuals as detailed on the lease Ajanthini Arularajah & Geethanjali Arularajah.

The applicant for the transfer gave their name as Pushparani Arulrajah. Whilst the surname appears to be the same, the applicant for the transfer and those detailed on the lease agreement don't seem to me the same people.

I also note that the lease agreement had not been signed by the new tenants and therefore cannot be accepted as a full and proper lease agreement.

Of concern to the Police is that the landlord for the premises known as best Food & Wine remains to be the current premises licence holder Naresh Kumar. This would in my opinion still give Mr Kumar overall control of the premises.

As I write this report It is not clear if the lease agreement is full and proper, there has been no other documentation provided that this transfer is full and proper.

I believe that in this case there are exceptional circumstance as to why this transfer should be refused, under the grounds that it would undermine the prevention of crime and disorder licensing objective.

The premise licence is subject to a review in relation to the prevention of crime and disorder. The application to transfer the licence was submitted a day before the hearing, in my opinion, to circumvent the licensing hearing process.

The lease provided on the day has not been signed by the new tenants, and ultimately, control of the premises still remains to be the current premises licence holder.

Submitted for consideration

Ian Clements PC 362MD

Southwark Police Licensing Unit

Tel: 0207 232 6756

Licensing Act 2003 Premises Licence



Environmental Health & Trading Standards
Licensing Unit
Chaplin Centre
Thurlow Street
London SE17 2DG

Premises licence number

834717

Part 1 - Premises details

Postal address of premises, or if none, ordnance survey map reference or description	
BEST FOOD AND WINE 171 Queens Road London SE15 2ND	
Ordnance survey map reference (if applicable), 176749535067	
Post town London	Post code SE15 2ND
Telephone number [REDACTED]	

Where the licence is time limited the dates
--

Licensable activities authorised by the licence
Sale by retail of alcohol to be consumed off premises

The opening hours of the premises
For any non standard timings see Annex 2

Where the licence authorises supplies of alcohol whether these are on and/ or off supplies
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
Sale by retail of alcohol to be consumed off premises
Monday 08:00 - 23:00
Tuesday 08:00 - 23:00
Wednesday 08:00 - 23:00

Thursday	08:00 - 23:00
Friday	08:00 - 23:00
Saturday	08:00 - 23:00
Sunday	10:00 - 22:30

Part 2

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

Sawindar Sandhu Singh

Naresh Kumar

[Redacted]

[Redacted]

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

Naresh Kumar

[Redacted]

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. [Redacted]

Authority [Redacted]

Licence Issue date 21/07/2011

.....
Community Safety Enforcement
Business Unit Manger
Chaplin Centre
Thurlow Street
London SE17 2DG
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.

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.

Annex 2 - Conditions consistent with the operating Schedule

124 Alcohol shall not be sold or supplied except during the permitted hours. In this condition the permitted hours means:

- a. On weekdays, other than Christmas Day, 8.00.a.m. to 11.00.p.m.
- b. On Sundays, other than Christmas Day, 10.00.a.m. to 10.30.p.m.
- c. On Christmas day, 12 noon to 3.00.p.m. and 7.00.p.m. to 10.30.p.m.
- d. On Good Friday, 8.00.a.m. to 10.30.p.m.

The above restrictions do not prohibit:

- i) 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
- ii) The ordering of alcohol to be consumed off the premises, or the dispatch by the vendor of the alcohol so ordered;
- iii) The sale of alcohol to a trader or club for the purposes of the trade or club ;
- iv) 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 .

125 Alcohol shall not be sold in an open container or be consumed in the licensed premises.

127 Alcohol shall not be sold or supplied unless it is paid for before or at the time when it is sold or supplied, except alcohol sold or supplied:

- a. With and for consumption at a meal supplied at the same time, consumed with the meal and paid for together with the meal;
- b. For consumption by a person residing in the premises or his guest and paid for together with his accommodation;
- c. To a canteen or mess.

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

8AA The premises shall operate an age check '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.

8AB All staff involved in the sale of alcohol shall be trained in the age check '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.

8AC Age check 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 age check 'Challenge 25' policy applies and proof of age may be required.

8AI A register of refused sales of alcohol and cigarettes sales, which is clearly marked with the 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

836 A personal licence holder shall be on the premises at all times licensable activities are undertaken.

Annex 4 - Plans - Attached

Licence No. 834717

Plan No. N/A

Plan Date August 2005

[Insert details including name and address of licensing authority and application reference if any (optional)]

Application for the review of a premises licence or club premises certificate under the Licensing Act 2003

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

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 in black ink. Use additional sheets if necessary.

You may wish to keep a copy of the completed form for your records.

I Bill Masini (On behalf of Trading Standards)

(Insert name of applicant)

apply for the review of a premises licence under section 51 of the Licensing Act 2003 for the premises described in Part 1 below

Part 1 – Premises or club premises details

Postal address of premises or, if none, ordnance survey map reference or description Best Food and Wine 171 Queens Road	
Post town London	Post code (if known) SE15 2ND

Name of premises licence holder or club holding club premises certificate (if known)

Number of premises licence or club premises certificate (if known)

Part 2 - Applicant details

I am

Please tick yes

- 1) an interested party (please complete (A) or (B) below)
- a) a person living in the vicinity of the premises
 - b) a body representing persons living in the vicinity of the premises
 - c) a person involved in business in the vicinity of the premises
 - d) a body representing persons involved in business in the vicinity of the premises

- 2) a responsible authority (please complete (C) below)
- 3) a member of the club to which this application relates (please complete (A) below)

(A) DETAILS OF INDIVIDUAL APPLICANT (fill in as applicable)

Please tick

Mr Mrs Miss Ms Other title
(for example, Rev)

Surname

First names

I am 18 years old or over

Please tick yes

**Current postal
address if
different from
premises
address**

Post town

Post Code

Daytime contact telephone number

**E-mail address
(optional)**

(B) DETAILS OF OTHER APPLICANT

Name and address

Telephone number (if any)

E-mail address (optional)

(C) DETAILS OF RESPONSIBLE AUTHORITY APPLICANT

Name and address Southwark Council – Trading Standards Bill Masini Trading Standards Officer Community Safety & Enforcement 3 rd Floor Hub 1 PO Box 64529 London SE1P 5LX
Telephone number (if any) 0207 525 2629
E-mail address (optional) bill.masini@southwark.gov.uk

This application to review relates to the following licensing objective(s)

Please tick one or more boxes

- | | |
|---|-------------------------------------|
| 1) the prevention of crime and disorder | <input checked="" type="checkbox"/> |
| 2) public safety | <input type="checkbox"/> |
| 3) the prevention of public nuisance | <input type="checkbox"/> |
| 4) the protection of children from harm | <input type="checkbox"/> |

Please state the ground(s) for review (please read guidance note 1)**Prevention of Crime and disorder –**

- Duty evaded alcohol offered for sale – Customs and Excise Management Act 1979
- Duty evaded alcohol bearing counterfeit trade marks and “Duty stamp” – Trade Marks Act 1994 and Duty Stamp Regulations 2006
- Offer to supply alcohol that cannot be legally sold – Consumer Protection from Unfair Trading Regulations 2008

Since 1 January 2007 it has been a requirement of The Duty Stamp Regulations 2006 that retail bottles of alcohol of proof 30% ABV and higher and packaged in sizes of 35cl and larger have to carry a duty stamp to be legal for retail sale. The term “fake UK duty stamp” is used to describe a stamp that appears to comply with the design specification in the regulations but is not produced on behalf of HMRC or the product’s manufacturer or distributor. Where in the case of a manufacturer which has its trade mark on this label, the trade mark is also infringed because it has been used without the manufacturer’s consent and authorisation. This is an offence under The Trade Marks Act 1994.

The term “duty diverted” is used to describe alcohol produced in the UK for export but illegally placed on the UK market. Spirits produced for export are not subject to duty and must not have labels incorporating duty stamps. Duty diversion takes place when alcohol for export is relabelled with fake labels bearing fake UK duty stamps.

On 9 December 2016 Trading Standards carried out an inspection at the premise. This was for the purposes of inspecting goods for sale to ensure they complied with legislation enforced by Trading Standards and also to ensure there was also compliance with the conditions on the Premise Licence and The Licensing Act.

On close examination a large quantity of what is commonly referred to as “duty diverted spirits” were on offer for sale.

On the shelf at eye level behind the counter were:

- 7 x 70cl bottles of Glen’s vodka (37.5% ABV). The rear labels on all the bottles had been replaced with a fake label bearing a fake UK duty stamp.

On the lowest shelf behind the counter were:

- 2 x 70cl bottles of Glen’s vodka (37.5% ABV). The rear labels on both bottles had been replaced with a fake label bearing a fake UK duty stamp.

On another shelf were:

- 4 x 70cl bottles of High Commissioner blended Scotch whisky (40% ABV). The rear labels on all the bottles had been replaced with a fake label bearing a fake UK duty stamp.

On another shelf were:

- 2 x 70cl bottles of High Commissioner blended Scotch whisky (40% ABV). The rear labels on both bottles had been replaced with a fake label bearing a fake UK duty stamp

On another shelf were:

- 5 x 70cl bottles of Smirnoff vodka (37.5% ABV). The rear labels on all the bottles had been replaced with a fake label bearing a fake UK duty stamp

On another shelf was:

- 1 x 1 litre bottle of Smirnoff vodka (37.5% ABV). The rear label on the bottle had been replaced with a fake label bearing a fake UK duty stamp

On another shelf were:

- 2 x 70cl bottles of Bells blended Scotch whisky (40% ABV). The rear labels on both bottles had been replaced with a fake label bearing a fake UK duty stamp.

In the basement of the shop was:

- 1 box containing 6 x 1 litre bottles of Glen's vodka. The box had the words "**UK DUTY STAMP**" printed on the side to indicate it was manufactured for the UK market. These words had been inked out with a black pen. This is an indication that an outer box of UK market stock was sold for export. The box also had evidence of having been opened and resealed with clear tape.(see photograph 1). On examination, it was evident the rear labels on bottles inside had been replaced with fake labels bearing fake UK duty stamp
- 1 box containing 12 x 70cl bottles of Glen's vodka. The box had the words "**UK DUTY STAMP**" printed on the side to indicate it was manufactured for the UK market. Once again these words had been inked out with a black pen. This is an indication that an outer box of UK market stock was sold for export. The box also had evidence of having been opened and resealed with clear tape. On examination, it was evident the rear labels on bottles inside had been replaced with fake labels bearing fake UK duty stamp.
- 2 boxes each containing 6 x 70cl bottles of Bells blended Scotch whisky. The box had the words "**UK DUTY STAMP**" printed on the side to indicate it was manufactured for the UK market. Again, these words had been inked out with a black pen. This is an indication that an outer box of UK market stock was sold for export. The box also had evidence of having been opened and resealed with clear tape. On examination, it was evident the rear labels of bottles inside had been replaced with fake labels bearing fake UK duty stamp. The box was very tatty indicating to anyone exercising any diligence that there were questions to be asked about the box's history (see photographs 2 and 3).

UK market alcohol sold for export is required to have any associated duty stamp

obliterated; this is done by exporters using either a non-removable round sticker or by the physical removal (scratching out) of the duty stamp. Having done this it is normal for the outer box to have the words **“UK DUTY STAMP”** obliterated, or simply not applied to the box in order to differentiate it from the regular UK market stock. This is relevant to the following stock also in the basement:

- 2 boxes each containing 6 x 70cl bottles of Smirnoff vodka. The boxes did NOT have the words **“UK DUTY STAMP”** printed on the outer box of alcohol. This is an indication that it was manufactured for the export market. The outer boxes also had evidence of having been opened and resealed with clear tape. The rear labels of the bottles had been replaced with fake labels bearing a fake UK duty paid stamp. (see photographs 2 & 3)

In total, seized for being non-duty paid duty diverted alcohol (and therefore illegal to be sold) were

- 21 x 70cl bottles of Glen's vodka
- 17 x 70cl bottles of Smirnoff vodka
- 14 x 70cl bottles of Bells whisky
- 6 x 70cl bottles of High Commissioner whisky
- 1 x 1 litre bottle of Smirnoff vodka
- 6 x 1 litre bottles of Glen's vodka

The rate of alcohol duty on a 70cl 37.5% ABV spirit was £7.41 (£8.89 inc VAT) up to 23 March 2015 and is currently £7.26 (£8.71 inc VAT).

The rate of alcohol duty on a 70cl 40% ABV spirit was £7.90 (£9.48 inc VAT) up to 23 March 2015 and is currently £7.74 (£9.29 inc VAT)

The rate of alcohol duty on a 1 litre 37.5% ABV spirit was £10.58 (£12.70 inc VAT) up to 23 March 2015 and is currently £10.37 (£12.45 inc VAT)

The rate of alcohol duty on a 1 litre 40% ABV spirit was £11.29 (£13.55 inc VAT) up to 23 March 2015 and is currently £11.06 (£13.27 inc VAT)

The duty and VAT therefore evaded for these spirits (taking the current lower duty rates) totals:

38 x 8.71 = £330.98 [Glens & Smirnoff 70cl bottles]

20 x 9.29 = £185.80 [Bells & High Commissioner 70cl bottles]

1 x 13.29 = £13.29 [1 litre Smirnoff]

6 x 12.45 = £149.40 [1 litre Glen's]

Total = £679.47

These items were seized because it was not legal for them to be sold. It is not clear how many other similar such items had been previously sold. Bottles that were legitimate, as can be seen in the photographs, were left in the shop

Also offered for sale were so called super strength beers. These drinks are almost exclusively consumed by people who have a serious alcohol addiction problem and contain a high number of units of alcohol per can. These people often have mental health issues and live a chaotic lifestyle. This in turn can mean they become so called "street drinkers". In doing so they may create a public nuisance and commit anti-social behaviour type offences such as aggressive begging and urinating in public places.

The duty payable including VAT on these beers with an ABV of 8% sold in 500ml cans is £1.15. This premise had quantities of such beers (Tennents Super, Skol Super, Carlsberg Special Brew and Kestrel Super) priced for sale at £1.50 (see photograph 4); a difference of 35 pence to account for all the manufacturers' costs, their transportation costs and profit, the wholesalers' mark up and the retailer's mark up. Suspicious these drinks were also subject to some form of evaded duty or other illegality, Trading Standards required the owner to produce his invoices for these drinks. Invoices that were later produced showing drinks of these brands purchased, indicated a price of £36.99 plus Vat (i.e £44.39) or £1.85 per can.

The premise licence holder was required to produce his purchase invoices for the spirits seized and the super strength beers. It is an offence to fail to produce traceable invoices (alcohol falling within the definition of food) under The General Food Hygiene Regulations 2013.

On 30 January 2017 Nuresh Kumar was interviewed under caution and in accordance with the requirements of The Police and Criminal Evidence Act. He brought with him purchase invoices stating these related to the products he had sold or had offered for sale, presumably expecting Trading Standards to simply accept these to be the complete records for his purchases.

Those invoices indicated the following purchases in 2016 up to the date of the visit:

- Glen's vodka (70cl) - 60 bottles

30 January 2016 – 12

27 February 2016 – 18

21 October 2016 – 12

19 November 2016 – 18

- Smirnoff vodka (70cl) – 36 bottles

20 February 2016 – 12 [price marked £13.79]

21 February 2016 – 12 [price marked £13.79]

19 November 2016 – 12

- Bells whisky (70cl) – 12 bottles

19 November 2016 – 12

- High Commissioner whisky – 6 bottles

19 November 2016 – 6

- Smirnoff (1 litre) – 0

- Glen's (1 litre) – 6 bottles

19 November 2016 – 6

Taking into account items seized and legitimate products left in the shop, this indicated at face value that in 2016 Mr Kumar had sold very few of these brands. Trading Standards say he had sold a significant but unknown quantity because he bought the items seized (and sold an unknown number before the inspection) from an unauthorised source either knowing they were illegal in some form or simply closed his eyes to that fact. Trading Standards say it is important to note the time gaps between when legitimate drinks were purchased.

For example the invoices show no 70cl bottles of Smirnoff appear to have been purchased over a 9 month period between 21 February and 19 November.

The paperwork indicates no 70cl bottles of Glen's vodka were bought over an eight month period between 27 February and 21 October.

During a long interview, Mr Kumar stated that a man [purporting to be] from a Cash & Carry in East London had visited the shop around mid/late August. He had not previously heard of that Cash & Carry. He went on to say the man offered him the alcohol that was subsequently seized. The man had apparently shown him a business card from this Cash and Carry which Mr Kumar (who said he does all the buying for the business) took to confirm he was from this particular Cash and Carry. Apparently this man was unable to give an invoice or paperwork to show this Cash

and Carry to be the seller of these items and what Mr Kumar had paid (including VAT of course). Mr Kumar said he paid cash and the seller assured him that these items would be shown on a future invoice when he made future purchases from that business. Mr Kumar said he has bought goods from that Cash & Carry direct in later months but no one ever put these items on any future invoice.

Mr Kumar was not able to say exactly what he bought from this person back in August 2016 and could offer no explanation as to how he was going to account for these items when completing his business records for the likes of HMRC.

Asked how much he paid for the alcohol on that occasion he said it was “£300 to £400 or something like that”. It is not clear how much alcohol he bought but as stated earlier, the duty evaded alone of the seized drink came to nearly £700. Trading Standards say, assuming Mr Kumar has given a true account of how the alcohol came to be in the shop, that in itself indicates Mr Kumar must have known he was buying illegal alcohol.

Throughout the interview, not unreasonably, Mr Kumar said he found the competition from the National supermarket chains near to him had made it very difficult for him to compete. With that in mind in relation to the “Super Strength Beers”, Trading Standards question the legitimacy of why he would then seek to sell these drinks for below his cost price and barely above the duty payable. Trading Standards does not accept an explanation that it is a “loss leader” in the same way a product such as milk or bread may be. People who buy these drinks typically just buy these and very little else. Trading Standards believe that whilst some product has been bought legitimately (with paperwork to demonstrate this), other such drinks have been acquired from a similar or indeed perhaps the same source as the spirits referred to in this review. Somewhere along the supply chain duty has been evaded. The paperwork for the legitimate product makes it appear that he has sold the drinks below cost whereas he has sold an unknown quantity for an unknown profit.

Trading Standards say Mr Kumar has learnt nothing since the last review of his Premise Licence. The facts this time are very similar to when he offered for sale a significant quantity of counterfeit Jacobs Creek Wine. He was not able to demonstrate where he had bought that wine from and produced no paperwork. Once again he took the same gamble of buying from an unreliable and unknown source and failed to ensure he obtained proper paperwork on receipt of those goods. If his account is true, he took the previously unknown “white van man” at face value by accepting him to be from a Cash and Carry somewhere in East London that, at the

time, he had never heard of. Mr Kumar is an experienced retailer and has previous dealings in counterfeit alcohol. Whilst this alcohol was not counterfeit, he did not know that at the time and took the risk of potentially exposing his customers to the dangers of cheap and dangerous alcohol. Trading Standards say it is through good luck that he did not buy alcohol that could have been highly injurious to health.

Further, whilst never recommended to buy from such a source, Trading Standards say an experienced shopkeeper like Mr Kumar, could (and should) have carried out simple checks to prevent this problem. The cardboard boxes were either very tatty in appearance and/or the **“UK DUTY STAMP”** writing had been crossed through with a black marker pen thereby indicating something was illegal about the products. It would appear the purchase price was too tempting for him.

In view of this matter and the previous Premise Licence review (which also included underage sales of alcohol to children), Trading Standards does not have confidence in Mr Kumar’s management of the business. The option of a change of DPS is not recommended because Mr Kumar acts as a sole trader, does all the buying and would still retain control. The Licensing sub- committee is therefore invited to revoke the Premise Licence.

Please tick yesHave you made an application for review relating to this premises before

If yes please state the date of that application

May 2011**If you have made representations before relating to this premises please state what they were and when you made them****Protection of children from harm –**

Alcohol and cigarettes sold on two separate occasions over a 6 month period to 15 year old children. Between the first and second sales the premise licence holder attended free training given by Southwark Trading Standards. The seller on both occasions was the Premise Licence Holder.

Prevention of Crime and disorder –

41 bottles of counterfeit Jacob's Creek wine offered for sale.

Please tick yes

- I have sent copies of this form and enclosures to the responsible authorities and the premises licence holder or club holding the club premises certificate, as appropriate
- 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 3 – Signatures (please read guidance note 3)

Signature of applicant or applicant’s solicitor or other duly authorised agent (See guidance note 4). **If signing on behalf of the applicant please state in what capacity.**

Signature

.....

Date

.....

Capacity Trading Standards Officer acting on behalf of Southwark Council

.....

Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 5)

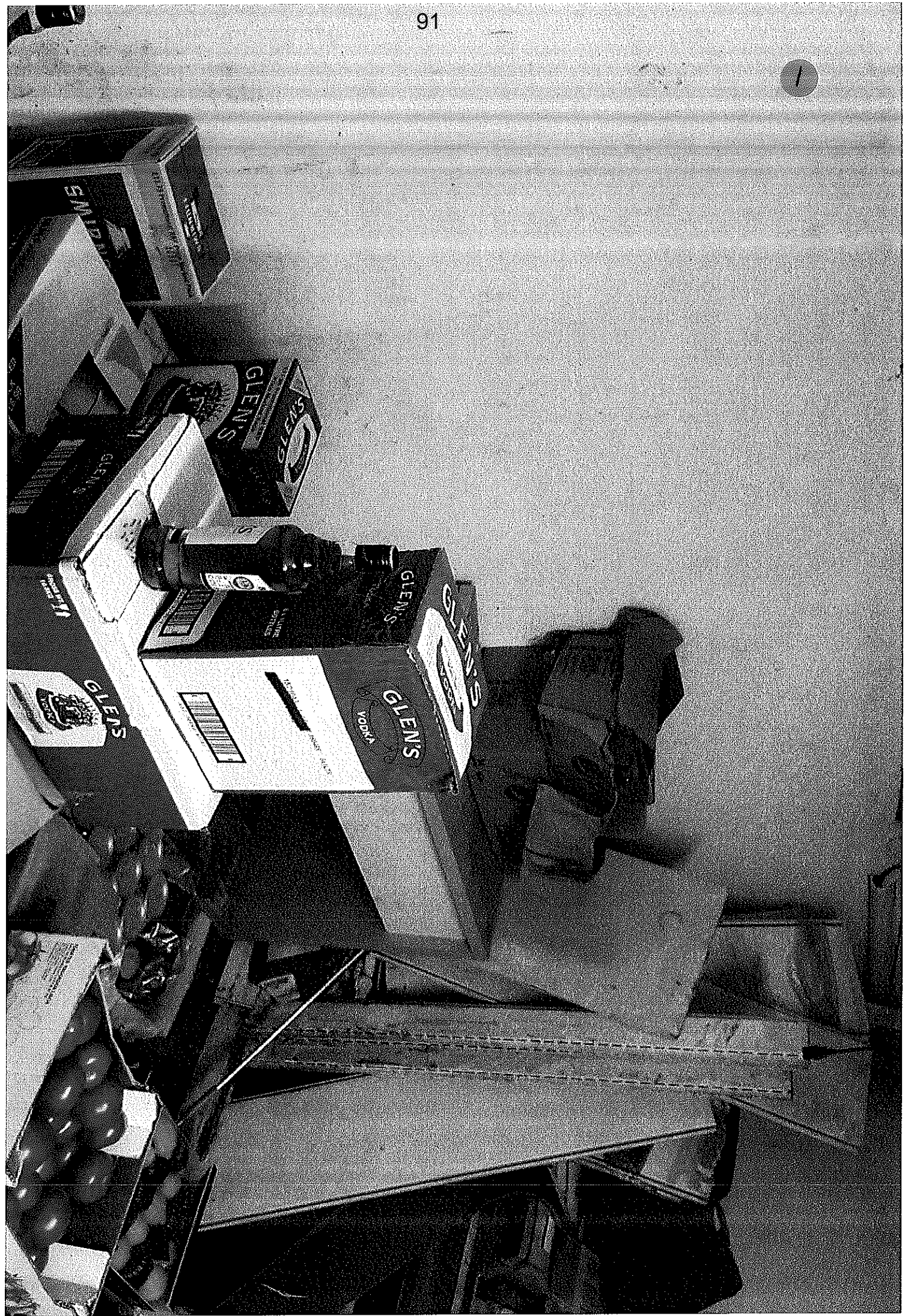
Post town	Post Code
------------------	------------------

Telephone number (if any)

If you would prefer us to correspond with you using an e-mail address your e-mail address (optional)

Notes for Guidance

1. The ground(s) for review must be based on one of the licensing objectives.
2. Please list any additional information or details for example dates of problems which are included in the grounds for review if available.
3. The application form must be signed.
4. An applicant’s agent (for example solicitor) may sign the form on their behalf provided that they have actual authority to do so.
5. This is the address which we shall use to correspond with you about this application.







4

Sodas



NOTICE OF POSTPONEMENT**LICENSING SUB-COMMITTEE – 4 MAY 2017****LICENSING ACT 2003: BEST FOOD & WINE, 171 QUEENS ROAD, LONDON SE15 2ND****1. Adjournment**

- i. The review application submitted by Trading Standards (dated 7 March 2017) be postponed to 10.00 am on 12 June 2017.
- ii. That time be extended to determine the review application pursuant to regulation 11 of the Licensing Act 2003 (Hearings) 2005.

2. Reasons

A transfer of the premises licence and designated premises supervisor was received on 3 May 2017. These applications have a direct and immediate impact on the review application. Should the Metropolitan Police Service submit a representation objecting to the applications, then they are to be heard on 12 June 2017 in advance of the review application in respect of the same premises.

3. Direction

The Licensing Sub-Committee directs that the following documentation be made available at the hearing on 12 June 2017:

- a. Lease between Naresh Kumar, Paramjit Kuar and Ajanthini Arularajah Geethanjali Arularajah in respect of 171 Queens Road, SE15 2ND or any subsequent lease to these premises.
- b. Any Lease registration documents.
- c. Any Business registration documents.
- d. Any other documents regarding the ownership of 171 Queens Road, SE15 2ND.

It is also recommended that should any subsequent transfer application for the premises licence or application to specify a new designated premises supervisor be received, that they should be considered on 12 June 2017.

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

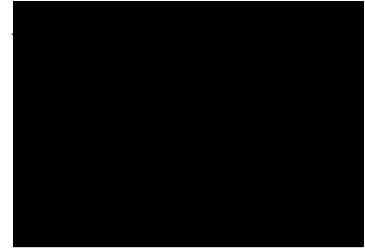
Date: 4 May 2017

Please Ask for: Mr. Tanuj Uppal

Our Ref: [REDACTED]
 Your Ref:
 Date: 12/05/2017



GLEN SOLICITORS



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

Dear Sirs,

RE: Best Food & Wine 171 Queens Road SE15 2ND

Our Client: Mr NARESH KUMAR and Mrs PARAMJIT KAUR

We are writing in response to objections filed by Southwark Police Licencing Unit against the transfer of Licence.

On Thursday 04th May 2017, the licensing subcommittee were set to hear evidence for the review of the premises licence held by Sawindar Singh and Naresh Kumar in respect of the premises known as Best Food and Wine, 171 Queens Road, London, SE15 2ND. However, the said hearing was adjourned due to Licence transfer application.

The Southwark Police Licencing Unit objected to the said transfer application and incorrectly stated that all responsible authorities involved had recommended that the premises licence be revoked. It must be noted that paragraph 13 of report provided to the Licencing Sub-Committee on 04th May 2017, incorrectly states that the review application, which was submitted by the Council's Trading Standard, was based on the grounds of the prevention of public nuisance and the protection of children from harm.

In Appendix B of the same report, the Director of Public Health express concern with the management of the premises and the Licencing Authority has opinion that *"both Mr Sawinder Singh and Mr Naresh Kumar are not capable of running a licensed premises,"*



The above concerns of both the authorities were mitigated on 03rd May 2017, when the property was changed from freehold to leasehold. This was done through a Lease dated 03rd May 2017 between NARESH KUMAR (1) PARAMJIT KAUR (2) and AJANTHINI ARULARAJAH (1) GEETHANJALI ARULARAJAH (2) (Lease Counterpart enclose herewith). Both parties were legally represented:

Landlord's Conveyancer: Glen Solicitors Ltd, [REDACTED]

Tenant's Conveyancer: Rivington Solicitors, [REDACTED]
[REDACTED]

On the same day the business also change hands through an Agreement dated 03rd May 2017 (Copy enclosed). In order to show that the transfer was full & proper both the documents must be read together.

It is unfortunate that the Southwark Police Licencing Unit is of the view that the lease copy provided to them on 04th May 2017 is not full & proper because it is signed by the landlord only. In conveyancing practice, the completion usually take place over the telephone and the documents are exchange by post. The document signed by Landlord is called 'the Lease' and document signed by tenant called 'the Lease Counterpart'. In the present matter, the completion took place on 03rd May 2017 and hearing before the licencing sub-committee was on the very next morning. Therefore, the Lease Counterpart was not available for submission.

Furthermore, the Southwark Police Licencing Unit pointed out that the new owners (of business & property) submitted their relative's details as a DPS. However, this does not in any way infer that the ownership and management of the business has not changed.

Lastly, the Southwark Police Licencing Unit has failed to identify any clause within the Lease dated 03rd May 2017 giving right to the Landlord to retain overall control of the premises. In fact, the lease provisions makes Tenant responsible for the property & business.

Our Client deny that the application to transfer the licence is to circumvent the licensing hearing process. This is a genuine transfer of property and business.

Therefore, in the interest of justice, we request that the Southwark Police Licencing Unit consider withdrawing their objections in light of information provided in this letter and documents enclose herewith.

However, In the event of adverse decision, Our Client will go through the process of Judicial Review to claim damages, which we anticipate would be minimum of £40,000 plus legal costs.

If your need any further information please contact us.

Yours Faithfully,



GLEN SOLICITORS LTD

DATED 03rd May 2017

NARESH KUMAR (1)
PARAMJIT KAUR (2)

and

AJANTHINI ARULARAJAH (1)
GEETHANJALI ARULARAJAH (2)

L E A S E

o f Premises 171 Queens Road, London SE15 2ND



GLEN SOLICITORS

139 Little Ealing Lane

London - W5 4EJ

T / 00702 / 17

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LR1. Date of the lease

LR2. Title Number(s)

LR2.1 Landlord's title number(s)
TGL165655

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord
NARESH KUMAR and PARAMJIT KAUR
Of [REDACTED]

Tenant
AJANTHINI ARULARAJAH GEETHANJALI ARULARAJAH OF [REDACTED]

Other parties

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

The Property described in clause 1.

LR5. Prescribed statements etc

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

Not applicable.

LR6. Term for which the Property is leased

The term as specified in this lease in clause 1

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None

LR11. Easements**LR11.1 Easements granted by this lease for the benefit of the Property**

The easements contained in clause 4.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements contained in clause 5.

LR12. Estate rentcharge burdening the Property

None

LR13. Application for standard form of restriction

None.

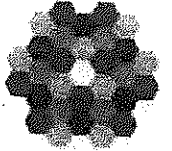
LR14. Declaration of trust where there is more than one person comprising the Tenant

The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.

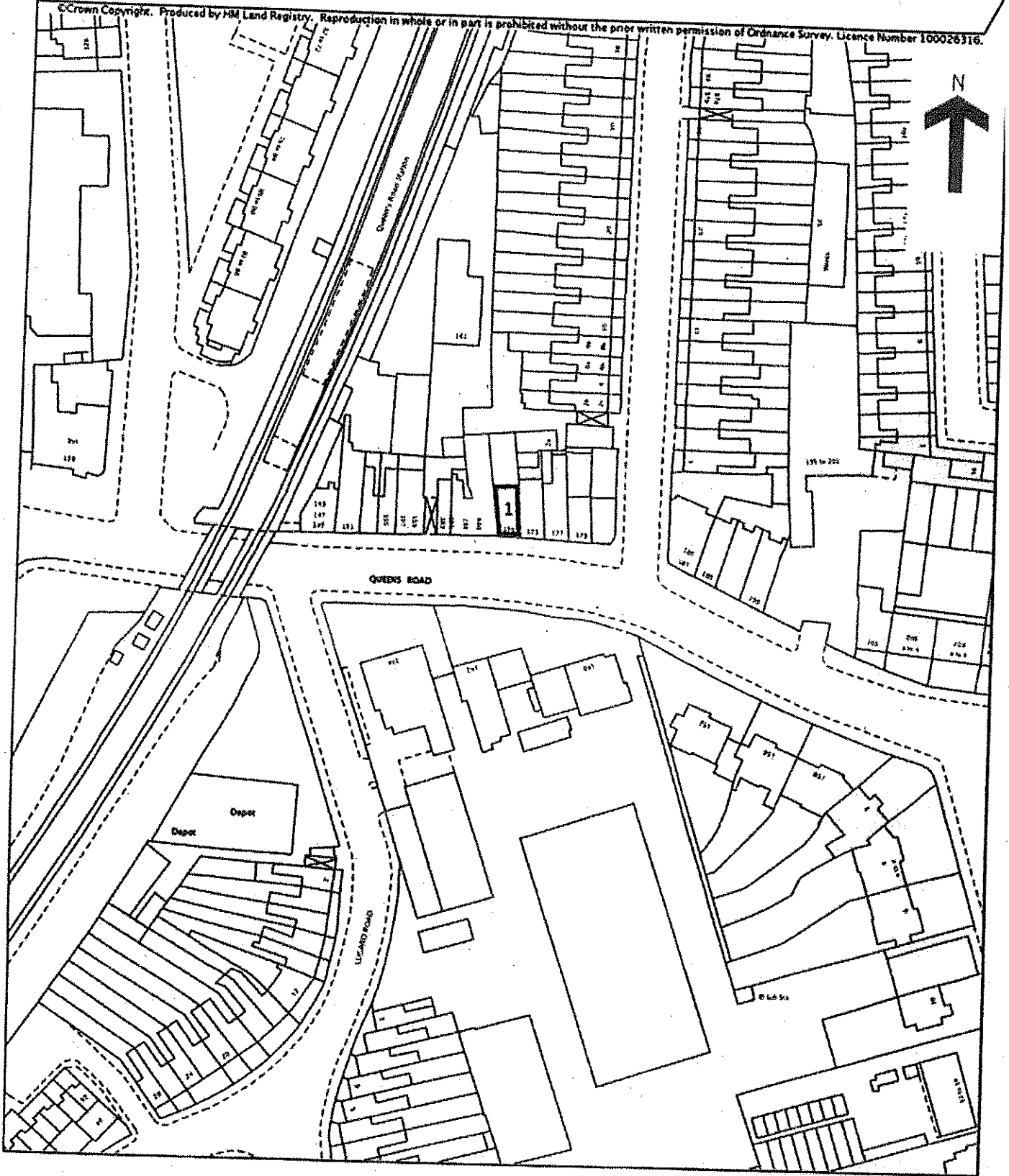
HM Land Registry

Official copy of
title plan

Title number **TGL165655**
Ordnance Survey map reference **TQ3576NW**
Scale **1:1250**
Administrative area **Southwark**



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Parties

- (1) NARESH KUMAR and PARAMJIT KAUR Of [REDACTED] (the 'Landlord');
- (2) AJANTHINI ARULARAJAH and GEETHANJALI ARULARAJAH Of [REDACTED] (the 'Tenant');

1 Definitions

- 2003 Order** the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;
- Adjoining Property** any land or property adjoining or near the Property whether or not owned, leased or occupied by the Landlord from time to time;
- Event of Insolvency** means:
- (a) being a body corporate:
- (i) goes into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation of a solvent body corporate immediately carried into effect);
- (ii) is deemed unable to pay its debts as defined in s 123 of the Insolvency Act 1986;
- (iii) has a receiver, manager or administrative receiver or provisional liquidator or administrator appointed;
- (iv) makes or suffers to be made a proposal for a voluntary arrangement under Part I of the Insolvency Act 1986 or for a compromise or arrangement under Part 26 of the Companies Act 2006 in relation to it;
- (v) presents or suffers to be presented an application for an administration order in relation to it (whether an interim order or otherwise); or
- (b) being an individual or being more than one individual any one of them:
- (i) makes a bankruptcy application to an adjudicator pursuant to s 263H of the Insolvency Act 1986;
- (ii) has presented to the court a bankruptcy petition or is in circumstances such that a bankruptcy petition could be presented under Part IX of the Insolvency Act 1986;
- (iii) makes or suffers to be made a proposal for a voluntary arrangement or an application for an interim order under the Insolvency Act 1986; or
- (iv) a receiver or manager is appointed over any of his assets,
- and in the case of any company or individual resident in a jurisdiction other than England or Wales the various references in this definition shall be deemed to relate to analogous proceedings or events applying in such jurisdiction;
- Group Company** means another member of the same group of companies (as defined by s 42 of the Landlord and Tenant Act 1954);
- Guarantor** includes [the third party to this Deed and/or] any person who has entered into a guarantee in respect of this lease and for the purposes of clause 22 includes any person

who has entered into an authorised guarantee agreement in relation to this lease;

Insurance Costs	<p>the cost to the Landlord (before any commission) of insuring:</p> <ul style="list-style-type: none"> (a) the Property (excluding any plate glass within let areas) against the Insured Risks for its full reinstatement cost, including the costs of demolition, shoring-up and site clearance, temporary works, compliance with local authority requirements in connection with any works of repair or reinstatement, architects', surveyors' and other professional fees and other incidental expenses, and in each case with due allowance for inflation and VAT; and (b) against loss of the Rent (having regard to the provisions for the review of the Rent) for a period of <i>three</i> years; and (c) against public liability of the Landlord in connection with any matter relating to the Property, its occupation or use including also the cost of any insurance valuations carried out by or on behalf of the Landlord, but not more than once in every two years;
Insured Risks	<p>fire, explosion, lightning, earthquake, flood, storm, bursting or overflowing of water tanks, pipes, or other water or heating apparatus, impact, aircraft (other than hostile aircraft) and things dropped from such aircraft, riot, civil commotion and malicious damage (excluding risks for which cover is not ordinarily available in the London insurance market or is available there only at a premium or subject to conditions which in the Landlord's reasonable discretion are unacceptable) and any other risks the Landlord may from time to time insure against (whether at its own discretion or at the request of the Tenant);</p>
Interest	<p>Interest at the rate of [4]% over base rate of <i>[insert name of Bank]</i> (or other recognised London clearing bank nominated by the Landlord);</p>
Landlord's Surveyor	<p>a surveyor appointed by the Landlord who may be an individual or a firm or company of chartered surveyors, or an employee of the Landlord or a Group Company of the Landlord;</p>
Legislation	<p>all legislation in force in the United Kingdom at any time during the Term, including:</p> <ul style="list-style-type: none"> (a) directives, decisions and regulations of the Council or Commission of the European Union; (b) Acts of Parliament; (c) orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction; and (d) any approved codes of practice issued by or with the authority of a statutory body. <p>A reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted and all subordinate legislation made under it from time to time;</p>
Opening Hours	<p>As permitted by local authority.</p>
Permitted Use	<p>Retail within Use Class A1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted or such other use within such Use Class at that date (whether or not the Order has subsequently been revoked modified or replaced) to which prior Formal Consent has been obtained (such Formal Consent not to be unreasonably</p>

- withheld or delayed);
- Plan[s]** the plan annexed to this lease and marked Plan 1.
- Property** the property known as 171 Queens Road, London SE15 2ND registered at the Land Registry with title number TGL165655;
- Rent** £19,240.00 a year or such other amount as may become payable following a review of the annual rent pursuant to the provisions of this lease or any interim rent payable under the Landlord and Tenant Act 1954;
- Rent Commencement Date** 3rd May 2017
- Rent Payment Days** 25 March, 24 June, 29 September and 25 December OR as permitted by the Landlord;
- Review Date** the fifth anniversary of the Rent Commencement Date and every subsequent fifth anniversary of that date and any other date when the Rent may be reviewed under this lease;
- Service Media** all conduits, cables, channels, conductors, drains, ducts, pipes, risers, sewers, vents and any other equipment and apparatus used for the reception, generation, passage, transmission and/or storage of Utilities;
- Surveyor** an independent chartered surveyor with at least [ten] years' experience valuing premises comparable to the Property;
- Tenant's Proportion** a fair proportion determined in accordance with this lease;
- Term** a term starting on 3rd May 2017 and ending on 2nd May 2037 and the period of any holding over or continuation of the tenancy granted by this lease;
- Uninsured Damage** means damage to or destruction of the whole or any part of the Property or access to it which renders the Property unfit for [beneficial] occupation and use by a risk which would be an Insured Risk but for:
- (a) insurance being or becoming unavailable in the insurance market at a reasonable commercial rate;
 - (b) the risk not being insured or fully insured by reason of it being a Policy Exclusion in respect of the Property;
- Utilities** electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, oil and soil, signals, electronic communications and all other utilities serving or consumed at the Property;
- VAT** value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT.

2 Interpretation
In this lease:

- 2.1 the table of contents and schedule and clause headings are for reference only and do not affect its construction or interpretation;
- 2.2 unless the contrary intention is expressed, references to clause [and schedule] numbers are to the relevant numbered clauses [or schedule] in this lease;
- 2.3 the words 'liability' and 'liable' include all claims, demands, proceedings, damages, costs and expenses and loss incurred or suffered by the relevant party;
- 2.4 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- 2.5 general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters;
- 2.6 the word 'today' refers to the date of this lease;
- 2.7 an obligation to do any act includes an obligation to procure that it is done;
- 2.8 an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- 2.9 obligations owed by or to more than one person are owed by or to them jointly and severally;
- 2.10 references to the end of the Term are to its expiry or sooner determination (whenever and however it ends);
- 2.11 references to a 'fair proportion' of any sum are to the whole or a proportion of that sum which is fair and reasonable as determined by the Landlord's Surveyor (whose decision will be final and binding (except in case of manifest error or injustice));
- 2.12 a reference to Landlord's consent means its prior written consent contained in a formal deed in such form as the Landlord may reasonably require and (where required) the consent of any superior landlord or mortgagee of the Landlord. Where a proviso is implied to that effect by Legislation, Landlord's consent is not to be unreasonably withheld or delayed;
- 2.13 a reference to the Landlord's approval means prior approval in writing which may be withheld or given subject to conditions in the Landlord's absolute discretion;
- 2.14 the expression the 'Landlord' includes the person or persons from time to time entitled to possession of the Property when this lease comes to an end;
- 2.15 the expression the 'Tenant' includes the successors in title of the Tenant;
- 2.16 the expressions 'landlord covenants', 'tenant covenants' and 'authorised guarantee agreement' are to have the same meaning as is given by the Landlord and Tenant (Covenants) Act 1995, s 28(1).
- 3 Lease of the Property**
- 3.1 The Landlord with full title guarantee lets the Property to the Tenant for the Term.
- 3.2 The Tenant may hold and use the Property during the Term without any interruption (except as authorised by this lease) by the Landlord or by any person lawfully claiming through, under or in trust for the Landlord.
- 4 Rights granted**
- 4.1 The Landlord grants the following rights to the Tenant:
- 4.1.1 the right to use the Service Media serving the Property;
- 4.1.2 The right to support and shelter from the Building and any adjoining land belonging to the Landlord
- 4.1.3 The right to retain a sign at the entrance to the Premises displaying the Tenant's trading name and to keep such sign in good and substantial repair and condition and all damage to the Retained Parts being made good by the Tenant to the Landlord's reasonable satisfaction
- 4.1.4 Subject to first obtaining the Landlord's prior written consent the right to retain an illuminated sign at the entrance to the Premises displaying the Tenant's trading name and to

keep such sign in good and substantial repair and condition and all damage to the Retained Parts being made good by the Tenant to the Landlord's reasonable satisfaction

- 4.1.5 The free and uninterrupted passage of services, facilities and other matter through any service media and Conduits now (whether existing at the date of this Lease or installed at any time during the perpetuity period) forming part of or passing through the Building from and to the Premises
- 4.1.6 The right to enter the Building in accordance with the provisions of this Lease.
- 4.2 The rights granted by clause 4.1
- 4.2.1 are granted only to the extent that the Landlord has power to grant them;
- 4.2.2 unless otherwise specified, are to be used in common with the Landlord, any superior landlord and other persons authorised by them from time to time;
- 4.2.3 may be interrupted or varied for the purposes of any works of maintenance, repair, alteration or the replacement of any land, building, or Service Media in connection with which the rights are exercised.
- 4.3 The right granted by clause 4.1.2 is subject to the condition that the Tenant may (except in cases of emergency) exercise that right only after giving reasonable prior written notice to the Landlord and any occupier of the relevant part of the Adjoining Property, and on the conditions that:
- 4.3.1 it is exercised in a manner which causes as little inconvenience as reasonably practicable; and
- 4.3.2 the Tenant immediately makes good any damage and indemnifies the Landlord against any liability resulting from the exercise of that right.
- 4.4 Nothing contained or referred to in this lease will give the Tenant any right, easement or privilege other than those set out in clause 4.1 and s 62 of the Law of Property Act 1925 does not apply to this lease.
- 4.5 Nothing contained or referred to in this lease entitles the Tenant to the benefit of, or the right to enforce, or to prevent the release or modification of any agreement entered into by any other tenant or occupier of the Adjoining Property with the Landlord.
- 5 Rights excepted and reserved**
- 5.1 The Landlord excepts and reserves from this lease the right:
- 5.1.1 to build, or carry out works, to Adjoining Property, or to build into any of the boundary walls, foundations or roofs of the Property even if those building or works adversely affect the access of light or air to the Property or otherwise adversely affect use and enjoyment of the Property;
- 5.1.2 to inspect, connect into, repair and replace any Service Media on, under or over the Property, but which do not form part of the Property and to construct Service Media over or under the Property;
- 5.1.3 to enter the Property to inspect its state and condition;
- 5.1.4 to attach or place on the Property any signs and notices, scaffolding or other equipment reasonably required in connection with works being carried out by the Landlord so long as that does not affect beneficial use and enjoyment of the Property;
- 5.1.5 to enter the Property to exercise any right excepted and reserved by this lease, or for any other reasonable purpose connected with this lease or with the Landlord's interest in the Property or any Adjoining Property.
- 5.2 Works: The Landlord reserves the right to enter the Property with his contractors or otherwise to carry out the Works and take occupation of such part or parts of the Property (develop, build further floors above the Property) as may be required to carry out the Works subject to:

- 5.2.1 The Landlord giving the Tenant reasonable notice and details, method and timing of the proposed works;
 - 5.2.2 the Landlord using all reasonable endeavours to enable the Tenant to remain in occupation of such parts of the Property as may be permitted by the Works;
 - 5.2.3 the Landlord carrying out the Works in a good and workmanlike manner with good and sound materials and in compliance with all necessary Consents subject to obtaining all Consents relating to the Works to the extent not already obtained (whether prior to or during the course of the Works) and such Consents remaining valid and unrevoked.
 - 5.2.4 the Landlord shall use all reasonable endeavours to minimise any disruption and inconvenience to the Tenant;
 - 5.2.5 subject to clause 5.2.6, from the date that notice is served on the Tenant in accordance with clause 5.2.1 to the date notice is served in accordance with clause 5.2.8, the Tenant shall be required to pay 75% of the Annual Rent and clause 4 of this lease shall be construed accordingly;
 - 5.2.6 if the Landlord is required by any local authority, Health and Safety Executive or other public body to close the Property, the Tenant shall not be required to pay Annual Rent for the period of such closure; and
 - 5.2.7 the Landlord will use all reasonable endeavours to complete the Works as soon as reasonably practicable; and
 - 5.2.8 on completion of the Works, the Landlord shall notify the Tenant that it may resume occupation of the Property on the terms of this lease and from the date of such notice, the Annual Rent shall be payable without deduction or set-off.
- 5.3 The rights excepted and reserved by this lease are excepted and reserved to the Landlord and any superior landlord or mortgagee, and may be exercised by anyone authorised (expressly or impliedly) by the Landlord or a superior landlord.
- 5.4 The Tenant must allow any person who has a right or authority to enter the Property to do so at all reasonable times, during and outside usual business hours if reasonable notice has been given, which need not be written notice. In cases of emergency no notice need be given and the Landlord, or another person on behalf of the Landlord may break into the Property if entry cannot be effected in any other way. The Landlord will not be liable to make good any damage caused to the Property in breaking into the Property in these circumstances but must cause as little damage as reasonably practicable.
- 6 Tenant's payments to the Landlord**
- 6.1 The Tenant must pay to the Landlord
- 6.1.1 the Rent in advance and in equal instalments on the Rent Payment Days;
 - 6.1.2 the Insurance Costs within seven days of the Landlord's written demand (including any demand received after the end of the Term but relating to a period within the Term);
 - 6.1.3 all other payments due to the Landlord on demand.
- 6.2 The first instalment of Rent is to be paid on the Rent Payment Day falling immediately before the Rent Commencement Date and shall be a proportionate amount for the period starting on the Rent Commencement Date until the next Rent Payment Day.
- 6.3 All payments must be made in cleared funds by the due date and, if required by the Landlord, the Tenant must pay them by banker's standing order, direct debit or credit transfer to a bank account in the United Kingdom which the Landlord has notified in writing to the Tenant.
- 6.4 The Tenant must not make any deductions or set-off from any payments due to the Landlord.
- 6.5 The Insurance Costs and all other payments due to the Landlord including any VAT on them are reserved as rent.

7 Rent review

7.1 Market Rent

'Market Rent' means the best annual rent at which the Property could reasonably be expected to be let as a whole at the relevant Review Date in the open market:

- 7.1.1 without a fine or premium;
- 7.1.2 by a willing landlord to a willing tenant; and
- 7.1.3 which would be payable after the expiry of a rent free or reduced rent period (if any) of such a length as would be negotiated in the open market between the willing landlord and the willing tenant at the relevant Review Date in respect only of fitting out works which would be carried out by the willing tenant;
- 7.1.4 for a lease equal in length to the unexpired residue of the Term at the relevant Review Date or (if longer) five years commencing on and including the relevant Review Date; and
- 7.1.5 otherwise on the same terms as this lease, except as to the amount of the Rent but including provisions for rent review on every *fifth* anniversary of the relevant Review Date on the same basis as in this clause 7 and except that the Permitted Use will be assumed to be any use within Use Class A1 of the Town and Country Planning (Use Classes) Order 1987 (as at the date that Order first came into force) and assuming that there is (where relevant) a rent commencement date in the hypothetical lease at a date after the relevant Review Date to provide for the rent free or reduced rent period referred to in clause 7.1.3 above, assuming that:
 - 7.1.6 the Property is available to be let with vacant possession;
 - 7.1.7 the Property and any land or Service Media over which any rights granted by this lease are to be exercised are in good and substantial repair and condition and if damaged or destroyed that they have been reinstated;
 - 7.1.8 the Property is fit and ready for immediate occupation and use by the willing tenant;
 - 7.1.9 the Landlord and Tenant have fully complied with their obligations in this lease;
 - 7.1.10 no work has been carried out by the Tenant or any undertenant or their predecessors in title to the Property or any Adjoining Property before or during the Term, which would lessen the rental value of the Property;
 - 7.1.11 the Property can, in its assumed state, lawfully be used by the willing tenant for the Permitted Use and for any other purpose to which the Landlord has, at the request of the Tenant, given its consent; and
 - 7.1.12 any consents or licences current or required at the relevant Review Date is available to the willing tenant, but disregarding:
 - 7.1.13 any occupation of the Property by the Tenant or any authorised undertenant or occupier;
 - 7.1.14 any goodwill attached to the Property by reason of the Tenant or any authorised undertenant or occupier carrying on any business at the Property;
 - 7.1.15 the effect on rent of any improvements (including improvements which form part of the Property at the relevant Review Date) carried out by the Tenant or any authorised undertenant, or their predecessors in title, before or during the Term, with the consent (if required) of the Landlord, at the cost of the Tenant or authorised undertenant, and not under an obligation owed by the Tenant or authorised undertenant to the Landlord or its predecessors in title; and
 - 7.1.16 any Legislation which imposes a restraint upon agreeing or receiving an increase in the Rent.

7.2 The Rent review process

- 7.2.1 The Rent will be reviewed at each Review Date, and on and from each Review Date, will be the higher of the Rent reserved immediately before the relevant Review Date (disregarding any suspension of rent then in operation) and the Market Rent at the relevant Review Date.
- 7.2.2 If the Landlord and the Tenant have not agreed the Market Rent three months before the relevant Review Date, either may require it to be determined by the Surveyor appointed jointly by the Landlord and the Tenant or if they do not agree then on the application of either the Landlord or the Tenant by the President of the Royal Institution of Chartered Surveyors (or any other officer authorised to carry out that function).
- 7.2.3 The Landlord and the Tenant may agree the level of the Market Rent at any time before the Surveyor has determined it.
- 7.2.4 The Surveyor will act as an arbitrator in accordance with the Arbitration Act 1996.
- 7.2.5 If the Surveyor dies, gives up the appointment, or fails to act in accordance with this clause 7, or it becomes apparent that the Surveyor is or will become unable so to act, the Landlord and the Tenant may make a further appointment of, or application for, a substitute Surveyor.
- 7.2.6 The costs of appointment and fees of the Surveyor must be paid in such proportions as the Surveyor directs, or if no such direction is made, then equally by the Landlord and the Tenant.
- 7.2.7 Once the reviewed Rent has been agreed or determined the Landlord, the Tenant and any Guarantor must sign a memorandum recording the level of the Rent (whether or not there has been any increase) which must be annexed to this lease and its counterpart.

7.3 Rent during the review process

- 7.3.1 If the reviewed Rent has not been agreed or determined before the relevant Review Date then the Rent will continue to be payable at the rate reserved immediately before the relevant Review Date and on the Rent Payment Day after the reviewed Rent has been agreed or determined any shortfall between the Rent paid and the reviewed Rent for the period commencing on the relevant Review Date until that Rent Payment Day will become due together with interest on that shortfall at the base rate from time to time of Barclays Plc.
- 7.3.2 If there is any Legislation in force at the relevant Review Date which restricts the Landlord's right to review the Rent or to receive any increase in the Rent following a review then the date on which the Legislation is repealed or amended to allow a review of or increase in the Rent will be a further Review Date and the Landlord will be entitled by giving written notice to the Tenant to require a review of the Rent in accordance with this clause.

8 Tenant's responsibility for other payments

- 8.1 The Tenant must pay and indemnify the Landlord against all present and future rates (including any rating relief for empty premises that the Landlord is unable to claim after the Term has ended because of any claim made by the Tenant during the Term), duties and assessments charged on or payable in respect of the Property (except any tax imposed on the Landlord in respect of the receipt of rents reserved by this lease or any dealing with or disposition of the Landlord's Interest in the Property).
- 8.2 The Tenant must pay all charges, including connection and hire charges, for the supply of Utilities to the Property and must comply with all present or future requirements and reasonable recommendations of the suppliers of Utilities to the Property.
- 8.3 The Tenant must pay on demand a fair proportion of any rates, duties and assessments and of any liability incurred or payable by the Landlord in respect of any land or Service Media outside but serving the Property.
- 8.4 The Tenant must pay to the Landlord, on demand, and on an indemnity basis, the fees, costs and expenses properly charged, incurred or payable by the Landlord in connection with:

- 8.4.1 any proceedings under s 146 or 147 of the Law of Property Act 1925 or the Leasehold Property (Repairs) Act 1938, including the preparation and service of all notices and any steps taken in contemplation of, or in relation to those proceedings, and even if forfeiture is avoided (unless it is avoided by relief granted by the court);
- 8.4.2 enforcing or seeking to enforce any of the tenant covenants in this lease:
- (a) by whatever means;
 - (b) whether during or after the end of the Term; and
 - (c) whether or not proceedings in relation to breach of the relevant covenant are contemplated, have been commenced or have concluded;
- 8.4.3 the preparation and service of schedules of dilapidations at any time during the Term (or within [12] months after the end of the Term in respect of dilapidations arising during the Term), and supervising any works undertaken to remedy those dilapidations;
- 8.4.4 the recovery or attempted recovery of any arrears of Rent or other sums due to the Landlord under this lease, including the costs of preparing and serving any notice under s 17 of the Landlord and Tenant (Covenants) Act 1995; and
- 8.4.5 any application for a consent or approval of the Landlord (including the preparation of any documents) required by this lease (whether or not consent or approval is granted and whether or not the application is withdrawn).

9 VAT

- 9.1 Where the Tenant is to pay the Landlord for any supply made to the Tenant by the Landlord under this lease, the Tenant must also pay any VAT due in connection with that supply.
- 9.2 Where the Tenant is to reimburse the Landlord for any payment made by the Landlord under or in connection with this lease, then the Tenant must also reimburse any VAT payable on it, except to the extent that the Landlord is able to obtain an input credit for the VAT from HM Revenue & Customs.

10 Interest

The Tenant must pay Interest to the Landlord:

- 10.1 if the Rent is not paid to the Landlord on the due date for payment, or if the Landlord refuses to accept Rent when the Tenant is, or may be, in breach of any of its obligations in this lease; and
- 10.2 if any other sum payable under this lease is not paid to the Landlord within [seven] days after the due date for payment, or if the Landlord refuses to accept any other such sum when the Tenant is, or may be, in breach of any of its obligations in this lease,

in each case, for the period starting on the due date until payment is made by the Tenant or (where applicable) accepted by the Landlord (both before and after any judgment).

11 Landlord's responsibility for insurance and reinstatement

- 11.1 The Landlord must insure the Property other than plate glass in the Property and any part of the Property installed by the Tenant or any other occupier for its full reinstatement cost against the Insured Risks, through an agency chosen by the Landlord and subject to any exclusions, excesses and conditions that are usual in the insurance market at the time or required by the insurers, or reasonably required by the Landlord.
- 11.2 The Landlord must on demand (but not more than once in any year of the Term) give the Tenant a copy of the current insurance policy.
- 11.3 If the Property is damaged or destroyed by an Insured Risk then:
- 11.3.1 unless payment of any insurance moneys is refused because of any act or omission of the Tenant and the Tenant has failed to comply with clause 12.4; and
 - 11.3.2 subject to the Landlord being able to obtain any necessary consents and to the necessary labour and materials being and remaining available,

the Landlord will use the insurance moneys it receives (except any received for loss of rent or public liability) in repairing and reinstating the Property (other than any part which the Landlord is not obliged to insure) or in building a reasonably comparable property as soon as reasonably possible and in compliance with all applicable Legislation.

- 11.4 If the insurance moneys received by the Landlord are insufficient to repair or reinstate the Property the Landlord must pay the shortfall.

12 Tenant's obligations relating to insurance

The Tenant must

- 12.1 pay the Insurance Costs in accordance with this lease;
- 12.2 comply with the requirements of the insurers relating to the Property and not do or omit to do anything which may make any insurance of the Property or of any Adjoining Property taken out by the Landlord or any superior landlord void or voidable, or which would result in an increase in the premiums;
- 12.3 give the Landlord immediate written notice of any damage to or destruction of the Property by an Insured Risk;
- 12.4 pay the Landlord on demand a sum equal to any amount which the insurers refuse to pay following damage or destruction by an Insured Risk because of any act or omission of the Tenant;
- 12.5 pay to the Landlord a fair proportion of the amount of any excess required by the insurers in connection with any damage or destruction by an Insured Risk within [seven] days of written demand;
- 12.6 not take out any insurance of the Property against the Insured Risks in its own name other than in respect of any plate glass or any part of the Property installed by or on behalf of the Tenant or any undertenant, and if the Tenant has the benefit of any such insurance then the Tenant must hold all money receivable under that insurance on trust for the Landlord; and
- 12.7 if requested by the Landlord remove the tenant's fixtures and effects from the Property to allow the Landlord to repair or reinstate the Property following damage or destruction by an Insured Risk.

13 Suspension of Rent or termination of the lease

- 13.1 If the Property or the means of access to the Property are damaged or destroyed by an Insured Risk so that the Property is unfit for occupation or use then the Rent (or a due proportion of it determined by the Landlord's Surveyor according to the nature and extent of the damage) will be suspended from the date of damage or destruction for a period of three years, or, if sooner, until the Property is fit for occupation and use but only to the extent that the Landlord is able to recover such sums through the insurance in place.
- 13.2 Any advance payment of Rent made by the Tenant before the date of damage or destruction by an Insured Risk in respect of a period after that date will be (to the extent that the Rent is suspended) repaid by the Landlord to the Tenant as soon as reasonably practicable.
- 13.3 The Rent will not be suspended to the extent that any loss of rent insurance has been made ineffective, or payment of it has been refused by the insurers because of any act or omission by the Tenant, nor unless and until any arrears of Rent or other sums due under this lease have been paid by the Tenant in full.
- 13.4 If there is no reasonable prospect (in the Landlord's reasonable opinion) of the Property being reinstated within the loss of rent period provided by the Landlord's insurance policy then the Landlord may end this lease by giving to the Tenant at least [three] months' written notice of termination and the lease will end on the date specified in that notice.
- 13.5 Unless the Landlord has given to the Tenant written notice confirming that the Property will be reinstated at the Landlord's own cost the Tenant may give to the Landlord not less than [six] and not more than [12] months' notice in writing—but only while the Property remains unfit or inaccessible and while the Landlord has not commenced reinstatement works—expiring no earlier than the date [three] years after the date of damage or destruction, and on the expiry of that notice the Term will end but without prejudice to any rights or remedies that have accrued.

- 13.6 If the Property is made fit for occupation and use prior to the expiry of any notice served by the Tenant under clause 13.5 then this lease will not end.
- 13.7 If this lease is brought to an end by either party under clause 13.4 or 13.5 the Landlord is entitled to retain all insurance moneys.
- 13.8 If there is any disagreement between the parties relating to or arising out of whether or not the Property is unfit for occupation or use or whether there is no reasonable prospect of the Property being reinstated within the loss of rent period provided by the Landlord's insurance policy then either party may require that it is resolved by means of alternative dispute resolution (ADR).
- 13.9 If the parties cannot agree on a mediator to determine the dispute either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors to nominate a suitable person.
- 13.10 The liability for paying all costs of referring a dispute to ADR including costs connected with the appointment of the mediator will be decided by the mediator OR Each party shall pay its own costs of referring a dispute to ADR including costs connected with the appointment of the mediator.
- 14 Tenant's responsibility for the state and condition of the Property**
- 14.1 The Tenant must repair and keep the Property in good and substantial repair and condition fair wear and tear excepted Provided that the Tenant is not required to put the Property into any better state and condition than that evidenced by the attached Schedule of Condition.
- 14.2 The Tenant will not be required to repair the Property where any damage has been caused by an Insured Risk (unless the payment of any insurance monies is refused in whole or in part due to an act or default of the Tenant or anyone at the Property with the Tenant's express or implied authority).
- 14.3 The Tenant must keep all plant and equipment within and forming part of the Property in good working order and must replace by new articles of similar kind and quality any which are beyond economic repair.
- 14.4 The Tenant must keep any outside parts of the Property clean and tidy, any landscaped areas properly weeded and any unbuilt-on areas adequately surfaced and must regularly clean the inside and outside of all windows at the Property.
- 14.5 The Tenant will not be liable under this clause to the extent that the Landlord is obliged to carry out the relevant repair works under clause 11.3.
- 14.6 The Tenant must redecorate the inside of the Property every five years and the outside every three years and both in the last six months before the end of the Term. All redecoration is to be carried out in colours and materials approved by the Landlord and to the Landlord's reasonable satisfaction.
- 14.7 At the end of the Term the Tenant must yield up the Property with full vacant possession decorated and repaired in accordance with and in the state and condition required by this lease.
- 15 Alterations**
- 15.1 The Tenant must not make any alterations or additions to the Property without the Landlord's consent.
- 15.2 Unless and to the extent otherwise required by the Landlord by written notice given to the Tenant not less than six months before the end of the Term, the Tenant must, at the end of the Term,
- 15.2.1 remove any alterations or additions made to the Property;
- 15.2.2 make good any damage caused by that removal; and
- 15.2.3 reinstate the Property to its layout and condition prior to the relevant alterations or additions being made,
to the Landlord's reasonable satisfaction.
- 15.3 If the Tenant alters the Property without Landlord's consent the Tenant must:
- 15.3.1 reinstate the Property immediately after notice from the Landlord to do so;

- 15.3.2 carry out these reinstatement works in a good and workmanlike manner using good quality materials to the Landlord's reasonable satisfaction and in compliance with Legislation.

If the Tenant fails to reinstate the Property as required by this clause 15 the Landlord is entitled to enter the Property and carry out the necessary works and to charge the Tenant for all its costs and expenses, which will be recoverable as a debt.

16 Aerials signs and re-letting notices

- 16.1 The Tenant must not put up or display any sign, notice, aerial, flag, satellite dish, or advertisement which can be seen from outside the Property, other than external signage of a size and design previously approved by the Landlord, such approval not to be unreasonably withheld or delayed.
- 16.2 The Tenant must not place or display on the exterior of the Property or on the windows or inside the Property so as to be visible from outside any name, notice, sign, placard, poster, sticker or advertisement other than:
- 16.2.1 the signs referred to in clause 16.1;
- 16.2.2 normal price tickets attached and relating to goods sold in the display area inside the Property, provided that they are not placed on the window glass;
- 16.2.3 trade placards, posters or advertisements of a temporary and not excessive nature, necessary or usual for the Permitted Use, but no more than [25]% of the surface area of the shop window of the Property may be obscured by them.
- 16.3 At the end of the Term, the Tenant must remove all signage erected by the Tenant (or other authorised occupier) and make good to the reasonable satisfaction of the Landlord any damage caused by such removal.
- 16.4 The Tenant must not erect any aerial, pole or mast or install any satellite dish, cable or wire on the Property, whether in connection with telecommunications or otherwise without the prior written consent of the Landlord [such consent not to be unreasonably withheld or delayed.
- 16.5 The Tenant must permit the Landlord to place a sign on the Property at any time advertising the sale of the Landlord's interest (or any superior interest) in the Property and during the last six months of the Term for the re-letting of the Property.

17 Restrictions and requirements on use

- 17.1 The Tenant must not:
- 17.1.1 use the Property for any purpose other than the Permitted Use;
- 17.1.2 leave the Property unoccupied without the consent of the Landlord;
- 17.1.3 do anything on the Property which is illegal or immoral or which would cause a nuisance or inconvenience or any damage or disturbance to the Landlord or any owner or occupier of any other property adjoining or near the Property;
- 17.1.4 store dangerous or inflammable materials at the Property, allow rubbish to accumulate at the Property or allow any material which is deleterious, polluting or dangerous (to persons or property) to enter any Service Media or any Adjoining Property;
- 17.1.5 install or erect any exterior lighting, shading or awning at the Property;
- 17.1.6 obstruct or place any items for sale on the Property or any pavement, footpath or roadway adjoining or serving the Property;
- 17.1.7 overload the floors or structures of the Property;
- 17.1.8 obstruct or damage the Service Media;
- 17.1.9 create any easement, right or privilege in favour of any other person over the Property;
- 17.1.10 lose or reduce an easement, right or privilege benefiting the Property.

- 17.2 The Tenant, by way of indemnity only, must during the Opening Hours keep the Property open for business and the shop windows attractively dressed and must trade actively throughout substantially the whole of the Property unless:
- 17.2.1 prevented from doing so by destruction or damage to the Property caused by one or more of the Insured Risks;
 - 17.2.2 non-trading is necessary to allow any major repairs, alterations or additions to the Property to be carried out with all reasonable speed;
 - 17.2.3 non-trading is necessary to allow a permitted assignment or underletting of the Property to be completed; or
 - 17.2.4 to do so would be or result in a breach of any other provision of this lease.
- 17.3 The Tenant is subject to and must comply with all restrictive covenants and matters stated or referred to on the official copy entries of the Landlord's title under number TGL165655.
- 17.4 The Tenant must not stop up, darken or obstruct any window or light belonging to or forming part of the Property.
- 17.5 The Tenant must take all reasonable steps to prevent the construction of any new window, light, opening, doorway, path, passage, pipe or the making of any encroachment or the acquisition of any easement in relation to the Property and must notify the Landlord immediately on becoming aware of any such matters. At the request of the Landlord the Tenant must adopt such means as are reasonably required to prevent the construction of such a thing, the making of any encroachment or the acquisition of any easement.
- 18 Dealings**
- 18.1 General restrictions**
- The Tenant must not part with nor agree to part with possession of the whole or part of the Property or this lease, nor allow any other person to occupy the whole or any part of the Property nor to grant any rights to third parties over the Property, except as permitted by the remainder of this clause 18.
- 18.2 Assignment**
- 18.2.1 The Tenant must not assign any part (as opposed to the whole) of this lease and must not assign the whole of this lease without the consent of the Landlord.
 - 18.2.2 The Landlord and the Tenant agree that, for the purposes of s 19(1A) of the Landlord and Tenant Act 1927
 - (a) the Landlord may refuse consent to an assignment if in the Landlord's reasonable opinion the proposed assignment would not be in the interests of good estate management with respect to the Property or if the proposed assignee is not of sufficient financial standing to pay the Rent and other sums payable under this lease and to comply with the Tenant's obligations in this lease (except where in the reasonable opinion of the Landlord acceptable security for those payments and obligations is provided);
 - (b) the Landlord may give consent to an assignment subject to a condition that the Tenant enters into an authorised guarantee agreement no later than the date of the instrument of the proposed assignment providing for a guarantee of all the obligations of the proposed assignee under this lease from the date of the proposed assignment until the proposed assignee is released by virtue of the Landlord and Tenant (Covenants) Act 1995, and which provides for all the matters permitted by s 16(5) of that Act and is otherwise in accordance with s 16 of that Act and in form reasonably required by the Landlord.
 - 18.2.3 Clause 18.2.2 does not limit the right of the Landlord to refuse consent to an assignment on any other reasonable ground or to impose any other reasonable condition to its consent.

18.3 Underletting

- 18.3.1 The Tenant must not underlet or agree to underlet any part of the Property (as distinct from the whole).
- 18.3.2 The Tenant must not underlet the whole of the Property, except in accordance with the remainder of this clause 18.3 and then only with the consent of the Landlord.
- 18.3.3 The Tenant must not underlet the Property without first obtaining from the undertenant a covenant by the undertenant with the Landlord to comply:
- (a) with the terms of this lease on the part of the Tenant other than as to the payment of the Rent or other sums reserved as rent by this lease; and
 - (b) with the obligations on the undertenant in the underlease throughout the term of the underlease or until the undertenant is released by virtue of the Landlord and Tenant (Covenants) Act 1995, if sooner.
- 18.3.4 Any underlease must be granted at a rent which is not less than the then full open market rental value of the Property and without a fine or premium (save in respect of any rent-free period which may be negotiated in the open market between a willing landlord and a willing tenant) and with the underlease rent payable not more than one quarter in advance.
- 18.3.5 The Tenant must not grant an underlease without first entering into an enforceable agreement excluding ss 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 from the tenancy to be created by the underlease.
- 18.3.6 Any underlease must contain the following terms:
- (a) (where the term of the underlease extends beyond a Review Date) a provision for the review of the rent in the same terms and on the same dates as the review of the Rent in this lease;
 - (b) an obligation on the undertenant not to deal with or dispose of its interest in the underlease, or part with possession of the whole or part of that interest or permit any other person to occupy the Property except by way of an assignment of the whole of its interest in the Property, which may only be made with the Landlord's consent; and
 - (c) agreements between the Tenant and the undertenant in the same terms as clause 18.2.2 and a further agreement between the Tenant and the undertenant expressed to be for the purposes of s 19(1A) of the Landlord and Tenant Act 1927 that the Tenant may give its consent to an assignment of the underlease subject to a condition that the proposed assignee of the underlease enters into a covenant with the Landlord with effect from the date of the instrument of the assignment of the underlease in the terms of the covenant required from the undertenant by clause 18.3.3 and must otherwise be consistent with the terms of this lease.
- 18.3.7 The Tenant must ensure that the rent in any underlease is reviewed in accordance with the underlease and must not agree the level of any reviewed rent with an undertenant without the consent of the Landlord and, where the underlease provides for third party determination of the rent, the Tenant must not without the consent of the Landlord:
- (a) agree any appointment of such third party; or
 - (b) agree whether the third party should act as an arbitrator or expert, and the Tenant must incorporate into its representations to the third party any reasonable representations required by the Landlord and must give, within [28] days of determination, notice to the Landlord of the revised rent.
- 18.3.8 The Tenant must enforce the obligations of the undertenant in any underlease and exercise its rights under the agreements made between it and the undertenant for the purposes of s 19(1A) of the Landlord and Tenant Act 1927.
- 18.3.9 The Tenant must not vary nor give or enter into any side letter or collateral agreement in respect of the terms any underlease.

18.3.10 The Tenant must not without the consent of the Landlord accept or agree to accept a surrender of, nor forfeit any underlease.

18.4 Charging

The Tenant must not charge or agree to charge any part of the Property (as distinct from the whole) and must not charge or agree to charge the whole of the Property without the consent of the Landlord.

18.5 Declaration of trust

The Tenant must not execute any declaration of trust of the whole or any part of its interest in the Property or this lease.

18.6 Group sharing of occupation

The Tenant may share occupation of the Property with a Group Company if and so long as that entity remains a Group Company and no relationship of landlord and tenant is created between the Tenant and that other member. The Tenant must keep the Landlord informed of the identities of all occupiers and of the basis upon which they are occupying the Property.

18.7 Registration of dealings

Within one month of any dealing with, or devolution of, the Property or this lease or of any interest created out of them or it, the Tenant must give the Landlord written notice of that dealing or devolution together with a certified copy of any document effecting or evidencing it (and a certified copy for any superior landlord). A registration fee of £50+vat will be payable to the Landlord and the Tenant must pay the reasonable registration fee of any superior landlord.

19 Legal requirements and regulations

The Tenant must:

- 19.1 observe and comply with all Legislation affecting the Property, its use and occupation and the health and safety of persons working at or visiting it, whether the Legislation requires the owner, landlord, tenant or occupier to comply and to indemnify and keep indemnified the Landlord both during and after the end of the Term in respect of any liability incurred or suffered by the Landlord arising from any non-observance or non-compliance;
- 19.2 observe and comply with any regulations concerning the Property reasonably made by the Landlord and communicated to the Tenant in writing;
- 19.3 give the Landlord written notice of any defect in the Property which may make the Landlord liable to do, or not to do, any act to comply with the duty of care imposed by the Defective Premises Act 1972, and display any notices at the Property needed to enable the Landlord to comply with that Act;
- 19.4 at the end of the Term pay to the Landlord a fair proportion of any compensation which the Tenant has received or which is receivable by the Tenant because of any restriction placed on the use of the Property under any Legislation;
- 19.5 give the Landlord a copy of any notice received by the Tenant, relating to the Property or any occupier of it, or to the Landlord's interest in it, upon having received it and take any steps which the Landlord reasonably requires in connection with such notice;
- 19.6 not apply for planning permission without the consent of the Landlord, and pay any charge imposed under Legislation relating to town and country planning in respect of the use of the Property, or any works carried out at the Property; and
- 19.7 not give any notice or counter-notice under the Party Wall etc Act 1996 without the consent of the Landlord.

20 Forfeiture

The Landlord is entitled to re-enter the Property and forfeit this lease immediately if:

- 20.1 the Rent or any other payment under this lease is more than 14 days overdue;

- 20.2 the Tenant is in breach of any of its obligations in this lease;
- 20.3 an Event of Insolvency occurs in relation to the Tenant or the Guarantor;
- 20.4 the Tenant or Guarantor is struck off the register of companies.
- 21 Guarantor's covenant**
- 21.1 The Guarantor covenants with the Landlord:
 - 21.1.1 that the Tenant will pay the Rent and all other sums due under this lease and comply with all the Tenant's obligations in this lease and in any authorised guarantee agreement given by the Tenant in relation to this lease. In any case of default by the Tenant the Guarantor will pay the Rent and all other sums due under this lease and comply with those obligations, and will on demand make good to the Landlord on a full indemnity basis all liability incurred or suffered by the Landlord as a result of that default;
 - 21.1.2 that it will join in and be bound by any documents supplemental to or collateral with this lease made by the Landlord and Tenant at any time before an assignment of this lease by the Tenant;
 - 21.1.3 that if this lease is disclaimed or forfeited or if the Tenant is struck off the register of companies and if within three calendar months of that disclaimer, forfeiture or striking off the Landlord serves notice in writing on the Guarantor requiring it to do so the Guarantor must, at its own cost, accept (and execute and deliver a counterpart of) a lease of the Property for a term commencing on the date of disclaimer or forfeiture of this lease or the date on which the Tenant is struck off the register of companies and expiring on the date when this lease would have expired had it not been disclaimed or forfeited or the tenant struck off, at the same Rent and other sums as would have been payable under this lease but for the disclaimer, forfeiture or striking off and on the same covenants and conditions in this lease;
 - 21.1.4 if the Landlord does not require the Guarantor to take a new lease, then the Guarantor must on demand pay to the Landlord a sum equal to the Rent and other sums that would have been payable under this lease but for the disclaimer or forfeiture from and including the date of disclaimer or forfeiture for the period of *six months* or if sooner the date on which the Property is re-let at full open market rent or the end of the Term.
- 21.2 As between the Landlord and the Guarantor the Guarantor is a principal debtor and not merely a surety.
- 21.3 The Guarantor's liability will not be reduced or discharged by any of the following:
 - 21.3.1 any time, indulgence or concession granted by the Landlord to the Tenant or to any other person who is liable;
 - 21.3.2 the Landlord dealing with, varying or failing to perfect or enforce any of its rights or remedies against the Tenant or any other person who is liable;
 - 21.3.3 the existence of or dealing with, varying or failing to perfect or enforce any security which may be or become available to the Landlord;
 - 21.3.4 any act or neglect of the Landlord by which the benefit of any security or any right or remedy against any person who is liable is released, lost or diminished;
 - 21.3.5 any variation of, addition to or reduction from the terms of this lease whether or not the same confers or imposes only a personal right or obligation;
 - 21.3.6 any right to set off (whether legal or equitable), counterclaim or deduction which may have accrued to the Tenant or the Guarantor;
 - 21.3.7 any non-acceptance of the Rent or other sums due under this lease, in circumstances in which the Landlord has reason to suspect a breach of the Tenant's obligations under this lease;
 - 21.3.8 any waiver by the Landlord of any right to forfeit this lease;

- 21.3.9 a surrender of part of the Property, except that the Guarantor will have no liability in relation to the surrendered part in respect of any period after the date of the surrender;
- 21.3.10 death, incapacity, disability or change in the constitution, status, or name of the Tenant, the Guarantor or of any other person who is liable or of the Landlord;
- 21.3.11 any amalgamation or merger by the Landlord or the Tenant with any other person, any restructuring or the acquisition of the whole or any part of the assets or undertaking of the Landlord or the Tenant by any other person;
- 21.3.12 the Tenant or any other person who is liable entering into any arrangement or composition with any of its creditors (whether or not such arrangement or composition binds or is expressed to bind the Landlord); and
- 21.3.13 the appointment of any liquidator, trustee in bankruptcy, administrator, receiver, or receiver and manager or any similar officer to, over or in relation to any of the assets or undertaking of the Tenant;
- 21.3.14 the fact that any other person or entity comprising the Guarantor or intended to comprise the Guarantor has not executed this lease or is not bound by the guarantee in this clause 21.

22 Replacement guarantor

22.1 In this clause 'Guarantor Replacement Event' means:

- 22.1.1 the death of the Guarantor;
- 22.1.2 an Event of Insolvency occurs in relation to the Guarantor.

22.2 The Tenant must give written notice to the Landlord within seven days after becoming aware of a Guarantor Replacement Event. If the Landlord responds by giving notice requiring a replacement the Tenant must within 28 days of receiving notice from the Landlord procure some other person reasonably acceptable to the Landlord to execute a replacement guarantee in the form executed by the Guarantor in respect of whom the Guarantor Replacement Event has occurred. If no suitable replacement guarantee is provided then the Landlord may instead require the Tenant to provide suitable additional security.

23 Miscellaneous

23.1 Notices

- 23.1.1 Section 196 of the Law of Property Act 1925 applies to all notices served under this lease but its provisions are extended so that any notice or demand in connection with this lease may be sent by first class post and if sent from within the UK properly stamped and correctly addressed will be conclusively treated as having been delivered two working days after posting.
- 23.1.2 The Tenant must give the Landlord verbal notice of any matter affecting the Property where emergency action is needed as well as written notice.

23.2 Landlord's right to remedy default by the Tenant

If the Tenant fails to comply with any of its obligations in this lease, the Landlord may give the Tenant written notice of that failure, and the Tenant must remedy it (if capable of remedy) within a reasonable period specified by the Landlord, having regard to the nature of the breach (as determined by the Landlord's Surveyor). If the Tenant fails to do this the Landlord may enter the Property and carry out any works or do anything else which may be needed to remedy the Tenant's failure to comply with its obligations under this lease, and any costs incurred by the Landlord will be a debt due from the Tenant and payable on demand and may be recovered by the Landlord as if it were additional rent.

23.3 Tenant to provide information

The Tenant must give the Landlord any information or documents which the Landlord reasonably requests to show that the Tenant is complying with its obligations in this lease and shall give the

Landlord written notice of any matter in connection with the Property which may make the Landlord liable to any third party.

23.4 Tenant's acknowledgement

The Tenant acknowledges that it has not entered into this lease in reliance on any representation made by or on behalf of the Landlord except any statements or representations expressly made in this lease and any written replies to enquiries given before the grant of this lease by the Landlord's solicitors.

23.5 Qualification of the Landlord's liability

The Landlord (and anyone with its express or implied authority) will not be liable to the Tenant or any other person for:

23.5.1 death or injury or any damage to person or property arising or incurred from any act or omission by the Landlord or by any other tenant or occupier of the Property or from the state and condition of the Property or any Adjoining Property or from the exercise or purported exercise of the rights granted by this lease, to the extent the law allows;

23.5.2 any interruption to the supply of Utilities to the Property;

23.5.3 any accidental damage to the Property or to any property of the Tenant or any other person; or

23.5.4 any failure to perform any obligation in this lease, unless the Tenant has given the Landlord written notice of the facts giving rise to that failure and allowed the Landlord a reasonable time to remedy the matter.

23.6 Removal of goods

The Tenant must remove all its fittings, goods and other possessions at the end of the Term and the Landlord may dispose of any such items left at the Property more than two weeks after the end of the Term as the Landlord sees fit.

23.7 Third parties

Unless expressly stated nothing in this lease will create any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.

23.8 Break clause

23.8.1 The provision to Break Clause is available exclusively to AJANTHINI ARULARAJAH and GEETHANJALI ARULARAJAH only but not to any successive Tenant.

23.8.2 The Tenant may terminate this lease immediately by serving a Break Notice on the Landlord, if the conditions mention in clause 4 of the Agreement dated 03rd May 2017 between the Landlord and Tenant are met

23.8.3 Effect of Break Clause : Subject to clause 23.9.1, following service of a Break Notice this lease shall terminate on the Break Date.

23.8.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease

23.9 Compensation on vacating

Any statutory right of the Tenant to claim compensation on vacating the Property is excluded to the extent the law allows.

23.10 No warranty as to use

Nothing in this lease is to imply or warrant that the Property may be lawfully used or is physically suitable for the Permitted Use or the rights granted under this lease.

23.11 Registration of the lease

23.11.1 If this lease should be registered at the Land Registry, the Tenant will as soon as reasonably practicable and at its own expense apply to the Land Registry to make all entries necessary to give effect to this lease and the Landlord confirms its consent to that application being made.

23.11.2 The Tenant will provide the Landlord with a certified copy of an official copy of the Tenant's registered title to the lease as soon as this is available from the Land Registry.

23.12 Tenant's indemnity

The Tenant must keep the Landlord fully indemnified against all liability arising out of any act, omission or negligence of the Tenant or any person at the Property with the Tenant's express or implied authority and under his control or any breach or non-observance by the Tenant of the covenants and conditions contained in this lease or any matters relating to the Property which are subsisting and capable of taking effect.

23.13 Exclusion of liability following sale of the reversion

The Landlord covenants to observe and perform the obligations on its part contained in this lease, but not so as to be liable after the Landlord has disposed of its interest in the immediate reversion to this lease and the Tenant hereby releases the Landlord from time to time from any breach or non-observance or non-performance on and from the date of any such disposition.

23.14 Governing law and jurisdiction

23.14.1 This lease and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

23.14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this lease, its subject matter or formation (including non-contractual disputes or claims).

23.15 Severance

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

23.15.2 If any provision of this lease (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions as may be necessary to make the provision legal, valid and enforceable.

This lease has today been duly EXECUTED AND DELIVERED AS A DEED

Executed as a Deed by NARESH KUMAR and PARAMJIT)
KAUR

In the presence of

Witness signature:)

Name (in BLOCK CAPITALS):

Address:

Occupation:

Executed as a Deed by AJANTHINI ARULARAJAH and
GEETHANJALI ARULARAJAH

) [REDACTED]

) [REDACTED]

In the presence of

Witness signature:

) [REDACTED]

Name (in BLOCK CAPITALS):

[REDACTED]

Address:

[REDACTED]

Occupation:

MANAGER ROYAL MAIL

DATED 03rd May 2017

Formula B
Time - 15.30
Date - 3 May 2017

NARESH KUMAR (1)
PARAMJIT KAUR (2)

and

AJANTHINI ARULARAJAH (1)
GEETHANJALI ARULARAJAH (2)

A G R E E M E N T



GLEN SOLICITORS
139 Little Ealing Lane
London - W5 4EJ
T / 00702 / 17

Formula B

THIS AGREEMENT is dated

3rd May

2017

PARTIES

- (1) NARESH KUMAR and PARAMJIT KAUR, of [REDACTED] (Landlord).
- (2) AJANTHINI ARULARAJAH and GEETHANJALI ARULARAJAH of [REDACTED] (Tenant).

BACKGROUND

- (A) The Landlord owns the freehold of the property at 171 Queens Road, London SE15 2ND ('Property') and carries on the business of Grocery, Off Licence under the name of BEST FOOD & WINE ('Business') from the same Property.
- (B) The Landlord has agreed to sell the business and grant the Tenant a lease of the property on the terms contained in this agreement.
- (C) The lease will contain an agreement between the Landlord and the Tenant that the provisions of sections 24-28 of the Landlord and Tenant Act 1954 will be excluded in relation to the tenancy to be created by the lease.

AGREED TERMS**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Base Rate: the base rate from time to time of Barclays Bank PLC.

Business: the business of Convenience Store and Off Licence carried on by the Landlord at the Property as at the Completion Date

Completion Date: [3rd May 17].

Condition: any one of the Part 1 Conditions.

Contract Rate: interest at 4% above the Base Rate

Fixture & Fittings: all fixtures, fittings and equipment belonging to Landlord at the Property associated with the Business as specified in the inventory annexed to this Agreement

Goodwill: the goodwill of Landlord in connection with the Business under the name of "BEST FOOD AND WINE"

Landlord's Conveyancer: Glen Solicitors Ltd, 139 Little Ealing Lane, London W54 EJ (Ref: T/00702/17) or any other conveyancer whose details have been given by notice from time to time by the Tenant to the Landlord.

Lease: the lease in the agreed form of the draft annexed to this agreement.

LTA 1954: Landlord and Tenant Act 1954.

Part 1 Conditions: the conditions in Part 1 of the Standard Commercial Property Conditions (Second Edition).

Part 2 Conditions: the conditions in Part 2 of the Standard Commercial Property Conditions (Second Edition).

Property: the property known as 171 Queens Road, London SE15 2ND as more particularly defined in the Lease.

Premises Licence: the licence relating to the Property held by the Landlord pursuant to the Licensing Act 2003

Premises Licence transfer consent: the agreed form of document attached marked "A"

Purchase Price: means £40,000 (Forty thousand pounds)

Rent: the initial rent of £19,240 per annum (subject to review) exclusive of VAT.

Rent Commencement Date: the date one month after the Term Commencement Date.

Stock: means the stock of the Business including all wet stock, dry stock, cleaning materials, fuel, and glassware, new materials, work in progress and finished goods owned by the Landlord at the Completion Date and excludes out of date, obsolete or unusable stock.

Tenant's Conveyancer: Rivington Solicitors, Block B, Unit 202.6, The Biscuit Factory, 100 Clements Road, London SE16 4DG (Ref: SG) or any other conveyancer whose details have been given by notice from time to time by the Tenant to the Landlord.

Term: twenty years beginning on the Term Commencement Date.

Term Commencement Date: the Completion Date.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax and email.
- 1.10 References to a document in **agreed form** are to that document in the form agreed by the parties.
- 1.11 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.12 Unless the context otherwise requires, references to clauses and Annexes are to the clauses and Annexes of this agreement.
- 1.13 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.15 Unless this agreement otherwise expressly provides, a reference to the **Property** is to the whole and any part of the Property.
- 1.16 Any reference to the Landlord's consent or approval being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs.

1.17 **Landlord** includes the Landlord's successors in title and any other person who is or becomes entitled to the reversion (whether immediate or not) expectant on the term to be created by the Lease.

1.18 **Tenant** does not include the Tenant's successors in title.

2. AGREEMENT FOR LEASE

2.1 In consideration of the Tenant's obligations under this agreement, the Landlord will grant to the Tenant and the Tenant will accept from the Landlord the Lease on the terms set out in this agreement. No purchase price, premium or deposit is payable.

2.2 The Tenant cannot require the Landlord to grant the Lease to any person other than the Tenant.

2.3 The Tenant cannot assign, sublet, charge, or otherwise share or part with the benefit of this agreement whether in relation to the whole or any part of the Property.

3. CONDITIONS

3.1 The Part 1 Conditions are incorporated in this agreement, in so far as they:

- (a) are applicable to the grant of a lease;
- (b) are not inconsistent with the other clauses in this agreement; and
- (c) have not been modified or excluded by any of the other clauses in this agreement.

3.2 The Part 2 Conditions are not incorporated in this agreement.

3.3 Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this agreement.

3.4 Condition 8.7 is amended to read: "The Tenant is to pay the money due on completion to the Landlord's Conveyancer by a method that gives immediately available funds".

3.5 Condition 9.1.1 is varied to read "If any plan or statement in the agreement or in written replies which the Landlord's Conveyancer has given to any written enquiries raised by the Tenant's Conveyancer before the date of the

agreement is or was misleading or inaccurate due to an error or omission, the remedies available are as follows."

3.6 The following Part 1 Conditions do not apply to this agreement:

- (a) Conditions 1.1.4(a), 1.2, 1.3, 1.4 and 1.5;
- (b) Condition 2.2;
- (c) Conditions 3.1.1, 3.1.2, 3.1.3 and 3.3;
- (d) Conditions 6.1, 6.2, 6.3, 6.4.2 and 6.6.2;
- (e) Conditions 7.1.2, 7.1.3 and 7.1.4(b);
- (f) Condition 9.3; and
- (g) Conditions 10.2.4 and 10.3.

4. SPECIAL CONDITION

The parties agree that

The Tenant will be entitled to terminate the Lease immediately by serving a Break Notice on the Landlord, if the following conditions are met

- a) As a result of Premises Licence review hearing of 04th May 2017 (Southwark Council reference L1U 858025) the Southwark Council withdraw, cancel or impose conditions not acceptable to the Tenant
- b) The Break Notice is served within 15 (fifteen) days of the above mention Southwark Council decision
- c) The Tenant gives vacant possession of the whole of the Property on Break Date

5. CONDITION OF THE PROPERTY

- 5.1 The Tenant acknowledges that, prior to the date of this agreement, the Landlord has given the Tenant and those authorised by the Tenant, the opportunity to inspect, survey and carry out investigations as to the condition of the Property and the Tenant accepts the condition of the Property.
- 5.2 No representation or warranty is given by the Landlord that the Property may lawfully be used for the use permitted by the Lease and the Tenant confirms that it has made all necessary enquiries to satisfy itself on this point.

- 5.3 The Tenant will not be entitled to refuse to complete or to delay completion of the grant of the Lease due to any event occurring after the date of this agreement that results in:
- (a) any damage to the Property or any part of it;
 - (b) any damage to the means of access to the Property; or
 - (c) any deterioration in the Property's condition.

6. VACANT POSSESSION

- 6.1 The Landlord will give the Tenant vacant possession of the Property on completion of the grant of the Lease.
- 6.2 The Tenant is not entitled to and will not be permitted to take occupation or possession of the Property or of any part of it prior to completion of the grant of the Lease and this agreement does not operate as a demise.

7. DEDUCING TITLE

- 7.1 The Landlord's freehold title to the Property has been deduced to the Tenant's Conveyancer before the date of this agreement.
- 7.2 The Tenant is deemed to have full knowledge of the Landlord's title and is not entitled to raise any enquiry, objection, enquiry or requisition in relation to it.

8. TITLE GUARANTEE

The Landlord will grant the Lease with full title guarantee.

9. MATTERS AFFECTING THE PROPERTY

- 9.1 The Landlord will grant the Lease to the Tenant free from encumbrances other than:
- (a) any matters, other than financial charges, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 02nd May 2017 under title number TGL165655;
 - (b) all matters contained or referred to in the Lease;
 - (c) any matters discoverable by inspection of the Property before the date of this agreement;
 - (d) any matters which the Landlord does not and could not reasonably know about;

- (e) any matters, other than financial charges, disclosed or which would have been disclosed by the searches and enquiries that a prudent tenant would have made before entering into this agreement;
- (f) public requirements; and
- (g) any matters which are, or (where the Lease will not be registered) would be, unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002.

9.2 The Tenant is deemed to have full knowledge of the matters referred to in clause 9.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

10. AGREEMENT FOR SALE

10.1 The Landlord will sell and the Tenant will buy the Goodwill of the Business and the Chattels for the Purchase Price on the Completion Date

10.2 The Purchase Price is apportioned as follows:

Goodwill :	£38,000
Fixture & Fittings :	£2000

The Property is sold with vacant possession on actual completion and the Landlord will leave the Chattels in situ.

10.3 The Landlord shall sign the Premises Licence Transfer Consent and deliver the signed document to the Tenant direct on or after completion.

10.4 The Tenant will be entitled for refund of Purchase Price if condition mention in above Clause 4 are met and the Tenant serve Break Notice on the Landlord.

10.5 The Purchase Price will be held by the Tenant Solicitors as stakeholder from completion date unto 16th (sixteenth day) of result of Premises Licence review hearing of 04th May 2017 (Southwark Council reference L1U 858025). Subject to clause 10.4, thereafter it will be transferred to Landlord's conveyancer on demand immediately.

11. STOCK

11.1 The Landlord shall procure that upon Completion the value of the Stock is determined by a stocktake which will be carried out by the parties such valuation being final with the exception of manifest error.

11.2 The value of the Stock as determined as above shall be reduced by the amount of any pre-payments or deposits relating to Stock received by the Landlord.

11.3 The Stock shall be paid for by the Tenant to the Landlord on the day of the said valuation.

12. BUSINESS LIABILITIES

12.1 Until the date of Completion the Landlord will continue to carry on the said Business upon the Property in the same manner as hereinbefore for its own benefit at its own risk and the Landlord will not do nothing which will jeopardise or diminish the Goodwill or the value of the Assets in any way and if for any reason the purchase shall not be completed on the due date the Landlord shall continue to so carry on the business.

12.2 All profits and receipts of the Business and all losses and outgoings in respect thereof up to the date of actual Completion shall belong to and be paid and discharged by the Landlord and from and after the date of actual Completion all profits and receipts of the Business and losses and outgoings in respect thereof shall belong to and be paid and discharged by the Tenant .

12.3 The Landlord shall be responsible for an indemnify the Tenant against all expenses and liabilities whatsoever and relating the Business insofar as they relate to any period up to and including Completion and the Tenant shall indemnify the Landlord against all expenses and liabilities whatsoever relating to the Business insofar as the same relate to any period after Completion (provided the Landlord has not dealt with any such issue or caused the Tenant 's ability to resolve any such issue to be prejudiced beyond that as revealed to the Tenant at or before the date hereof);

12.4 Save as otherwise herein expressed provided any outgoings expenses and liabilities which relate to an period partly before and partly after Completion shall be apportioned in accordance with the respective liabilities of the Landlord and the Tenant under the preceding sub-clause and such apportionments shall insofar as practicable be computed and dealt with upon Completion and insofar as not so practicable shall be computed as soon as practicable after Completion and the amount of any adjustment payments made upon the amount thereof being computed.

12.5 The Landlord shall use its reasonable endeavours only at the Tenant 's request and expense to secure the transfer of any beneficial contracts to the Business in favour of the Tenant and the introduction of the Tenant to the

customers and suppliers of the said Business to the extent that the Tenant shall have the full advantage and benefit so far as may be of the Business.

- 12.6 All books of account and of reference to customer and other documents of the Business shall be retained by the Landlord at Completion but the Tenant shall be entitled for the period of six months from the date of actual Completion to such access to such books and documents as it may reasonably require for any purpose whatsoever concerning the Business.
- 12.7 The Landlord hereby declares that all onerous agreements entered into by it in connection with the Business and all liabilities and all lawsuits threatened or pending against it in connection therewith if any have been duly disclosed to the Tenant and the Landlord has no knowledge of anything which in its opinion might form the basis for any claim or demand or any dispute (and no circumstances exist which might give rise to such a claim, demand or dispute) and that no notice under any Act of Parliament statutory instrument government regulation or local byelaw has been served on it other than may be disclosed in writing by the Landlord's Solicitors in replies to enquiries to the Tenant's Solicitors.
- 12.8 The Landlord hereby undertakes to indemnify and keep the Tenant indemnified from and against any and all losses including consequential losses costs including professional costs liabilities and expense which may arise in connection with the Business carried on by the Landlord up to and including the date of Completion.

13. VAT

- 13.1 Each amount stated to be payable by the Tenant to the Landlord under or pursuant to this agreement is exclusive of VAT (if any).
- 13.2 If any VAT is chargeable on any supply made by the Landlord under or pursuant to this agreement, the Tenant will pay the Landlord an amount equal to that VAT as additional consideration on completion.

14. COMPLETION

- 14.1 Completion of the Lease will take place on the Completion Date.
- 14.2 The term of the Lease shall commence on or including the Term Commencement Date.

14.3 The annual rent reserved under the Lease shall commence to be payable on the Rent Commencement Date.

14.4 If completion is delayed due to the Tenant's default or the Tenant fails to pay any sum due under this agreement in full on completion, the Tenant will pay interest in addition to damages for losses incurred by the Landlord as a result of the delayed completion. The interest will be payable at the Contract Rate on any unpaid amount for the period from the Completion Date to the date of actual payment.

15. ENTIRE AGREEMENT

15.1 This agreement and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

15.2 The Tenant acknowledges that in entering into this agreement and any documents annexed to it the Tenant does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:

- (a) set out in this agreement or the documents annexed to it; or
- (b) contained in any written replies that the Landlord's Conveyancer has given to any written enquiries raised by the Tenant's Conveyancer before the date of this agreement.

15.3 Nothing in this clause shall limit or exclude any liability for fraud.

16. JOINT AND SEVERAL LIABILITY

Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this agreement. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

17. NOTICES

17.1 Any notice given under this agreement must be in writing and signed by or on behalf of the party giving it.

17.2 Any notice or document to be given or delivered under this agreement:

- (a) delivered by hand; or
 - (b) sent by pre-paid first class post or other next working day delivery service.
- 17.3 Any notice or document to be given or delivered under this agreement must be sent to the relevant party Conveyancer:

or as otherwise specified by the relevant party by notice in writing to each other party.
- 17.4 Any change of the details in clause 17.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:
 - (a) the date, if any, specified in the notice as the effective date for the change; or
 - (b) the date five working days after deemed receipt of the notice.
- 17.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 17.6 Any notice or document given or delivered in accordance with clause 17.1, clause 17.2 and clause 17.3 will be deemed to have been received:
 - (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; or
 - (b) if sent by pre-paid first class post or other next working day delivery service, at [9.00] am on the [second] working day after posting.
- 17.7 In proving delivery of a notice or document, it will be sufficient to prove that:
 - (a) a delivery receipt was signed or that the notice or document was left at the address; or
 - (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service.
- 17.8 A notice or document given or delivered under this agreement shall not be validly given or delivered if sent by email.

17.9 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

19. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by NARESH KUMAR (1)
PARAMJIT KAUR (2)

.....

Signed by AJANTHINI
ARULARAJAH (1)
GEETHANJALI ARULARAJAH (2)

.....

.....

Annex A. Agreed form of Lease

Annex B. Inventory

Application to vary a premises licence to specify an individual as designated premises supervisor under the Licensing Act 2003

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

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 in black ink. Use additional sheets if necessary.

You may wish to keep a copy of the completed form for your records.



I/ we SAWINDAR SINGH SANDHU AND NARESH KUMAR
(full name(s) of premises licence holder)

being the premises licence holder, apply to vary a premises licence to specify the individual named in this application as the premises supervisor under section 37 of the Licensing Act 2003

Premises licence number

* 834717

Part 1 – Premises details

Postal address of premises or, if none, ordnance survey map reference or description

171 QUEENS ROAD

Post town

PECKHAM

Post code (if known)

SE15 2ND

Telephone number (if any)

Description of premises (please read guidance note 1)

OFF LICENCE

Part 2

Full name of proposed designated premises supervisor
 PUSHPARANI ARULRAJAH

Nationality
 [REDACTED]

Place of birth
 [REDACTED]

Date of birth
 [REDACTED]

Personal licence number of proposed designated premises supervisor and issuing authority of that licence (if any)
 [REDACTED] [REDACTED]



Please tick yes

I would like this application to have immediate effect under section 38 of the Licensing Act 2003

I have enclosed the premises licence or relevant part of it

(If you have not enclosed the premises licence, or relevant part of it, please give reasons why not)

Reasons why I have failed to enclose the premises licence or relevant part of it

Please tick yes

- I have made or enclosed payment of the fee
- I will give a copy of this application to the chief officer of police
- I have enclosed the consent form completed by the proposed premises supervisor
- I have enclosed the premises licence, or relevant part of it or explanation
- I will give a copy of this form to the existing premises supervisor, if any
- I understand that if I do not comply with the above requirements my application will be rejected

- iv. other (for example a statutory corporation) please complete section (B)
- c) a recognised club please complete section (B)
- d) a charity please complete section (B)
- e) the proprietor of an educational establishment please complete section (B)
- f) a health service body please complete section (B)
- g) an individual who is registered under Part 2 of the Care Standards Act 2000 (c14) in respect of an independent hospital in Wales please complete section (B)
- ga) a person who is registered under Chapter 2 of Part 1 of the Health and Social Care Act 2008 (within the meaning of that Part) in respect of an independent hospital in England please complete section (B)
- h) the chief officer of police of a police force in England and Wales please complete section (B)

*If you are applying as a person described in (a) or (b) please confirm:

Please tick yes

- 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)

Mr Mrs Miss Ms Other title
 (for example, Rev)

Surname

ARULARAJAH

First names

PUSHPARANI

Date of birth
Nationality
Current residential address if different from premises

I am 18 years old or over

Please tick yes

Please tick yes

If this application is granted I would be in a position to use the premises during the application period for the licensable activity or activities authorised by the licence (see section 43 of the Licensing Act 2003)

Please tick yes

I have enclosed the premises licence

If you have not enclosed premises licence referred to above please give the reasons why not.

Checklist:

Please tick to indicate agreement

- I have made or enclosed payment of the fee.
- I understand that if I do not comply with the above requirements my application will be rejected.
- [Applicable to all individual applicants, including those in a partnership which is not a limited liability partnership, but not companies or limited liability partnerships] I have included documents demonstrating my entitlement to work in the United Kingdom (please read note 15).

IT IS AN OFFENCE, UNDER SECTION 158 OF THE LICENSING ACT 2003, TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION. THOSE WHO MAKE A FALSE STATEMENT MAY BE LIABLE ON SUMMARY CONVICTION TO A FINE OF ANY AMOUNT.

IT IS AN OFFENCE UNDER SECTION 24B OF THE IMMIGRATION ACT 1971 FOR A PERSON TO WORK WHEN THEY KNOW, OR HAVE REASONABLE CAUSE TO BELIEVE, THAT THEY ARE DISQUALIFIED FROM DOING SO BY REASON OF THEIR IMMIGRATION STATUS. THOSE WHO EMPLOY AN ADULT WITHOUT LEAVE OR WHO IS SUBJECT TO CONDITIONS AS TO

Consent of individual to being specified as premises supervisor

PUSHPARANI ARULRAJAH

I _____
[full name of prospective premises supervisor]

of _____

[home address of prospective premises supervisor]

hereby confirm that I give my consent to be specified as the designated premises supervisor in relation to the application for

TRANSFER PREMISES LICENCE
[type of application]

by

SAWINDAR SINGH SANDHU AND NARESH KUMAR
[name of applicant]

relating to a premises licence 834717 *
[number of existing licence, if any]

for

71 QUEENS ROAD
LONDON
SE15 2ND

[name and address of premises to which the application relates]

and any premises licence to be granted or varied in respect of this application made by

SAWINDAR SINGH SANDHU AND NARESH KUMAR
[name of applicant]

concerning the supply of alcohol at

171 QUEENS ROAD
LONDON
SE15 2ND

[name and address of premises to which application relates]

I also confirm that I am entitled to work in the United Kingdom and am applying for, intend to apply for or currently hold a personal licence, details of which I set out below.

Personal licence number

[REDACTED]

[insert personal licence number, if any]

Personal licence issuing authority

[REDACTED]
[insert name and address and telephone number of personal licence issuing authority, if any]

Signed

[REDACTED]

Name (please print)

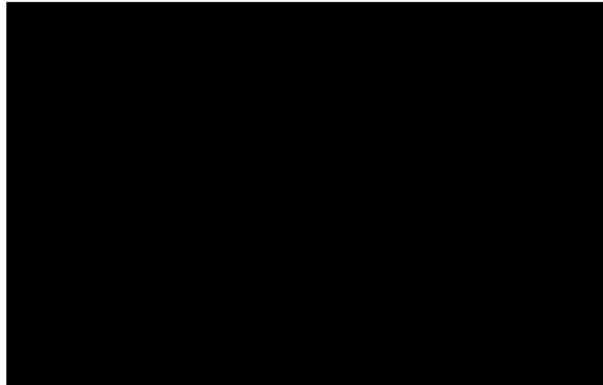
[REDACTED]

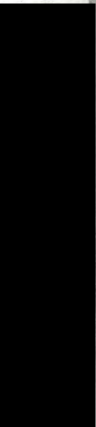
Date

22/4/17

← MATTERS 3 DETAILS & CORRESPONDENCE

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- 8 Authority/ Awdurdod/ Ughdaras/ Instancie/ Autorite/ Autorite/ Autorita/ Myndighed/ Udaras/ Ekosova Akopi/ Autoridade/ Autoridad/ Viranomaihen/ Myndighet/ Pas wydal/ Vallandje/ Izveštjastel/ Kševje/ Avtorita/ Organ Wladzy/ Organ/ Urad/ Kallitjo hatosag
- 9 Date of expiry/ Dyddiad ddiw/ Ibeny/ Eitreachach gu/ De geldigheidsduur van dit paspoort eindigt op/ Date d'expiration/ Cullig bis/ Data di scadenza/ Gyujug indai/ As fadhin/ Huzopovnja Anševy/ Valido até/ Este pasaporte expira ei/ Vinnemen voimassedlopišai/ Culligt o.o.m./ Patrnost dor/ Kshiv kun/ Derjuma termiši/ Galloja ki/ Data ta- hgnakaj/ Data Wygasniacia Waznosci/ Vella do/ Datum planosti/ Lejarat idd
- 10 Holder's signature/ Uiohd y deiliad/ Aimm sgniochte an neach-selbhe/ Handtekening van de houder/ Signature du titulaire/ Unterschrift der Inhaberin (des Inhabers)/ Firma del titolare/ Indekavereus underskrift/ Siniú an tsealbhóra/ Ytroyopon'i tou katóxou/ Assinatura do titular/ Firma del titular/ Halitjan nmihtioitus/ Passinnehavrens namnteckning/ Podpis držitelja/ Oranliku alkiri/ Pilsonga paraksts/ Saviniko paraksts/ Firma ta' min inharjgu/ Paspoort/ Podpis posadacza/ Podpis inenika/ Podpis držitelja/ A tulajdonos aláírása
- 11 Observations page/ Sgwadlau tudalen/ Foirachadh eile/ Opmerkingen blaadje/ Page d'observations/ Vermerke seite/ Annotazioni/ Bemerkungen side/ Leathnach tagairt/ Tapompiore/ ozlka/ Pagina para observações/ Pagina de observaciones/ Usémeridnail sivu/ Observationer sida/ Poznámky strana/ Mlarkused/ Ipatas ezizimes/ Pastabos puslapis/ Tagairt fehor/ Adnotacje/ Stran za opombe/ Priponienly strana/ Megjegyzések oldal

THIS PASSPORT CONTAINS 32 PAGES
 Mae 32 tudalen yn y paspoort hwn/ Tra 32 dudliaga abg a' chread-stubhail seo/ Dit paspoort bevat 32 blaadje/ Ce paspoort contient 32 pages/ Dieser Pass enthält 32 Seiten/ Il presente passaporto contiene 32 pagine/ Dette pas består af 32 sider/ Tá 32 leathnach sa phas seo/ To mpoiv diobhainjo repelje/ 32 ozvlak/ Este pasaporte conțin 32 pagini/ Este paspoort contiene 32 páginas/ Tämä passit sisältää 32 sivua/ Paszet innehåller 32 sidor/ Tento pas má 32 stran/ Selas passit on 32 lehdellä/ Sija pasit ir 32 lappeks/ Šarne pase yra 32 puslapis/ Dan il-passaport fin 32 paigial/ Ten Paszport zawiera 32 stron/ Ta potni list ima 32 stran/ Tento cestovny pas má 32 strán/ Ez az útlevél 32 lapból áll

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

PASSPORT
 PASSEPORT

Type/Type

[Redacted]

Code/Code

GBR

Passport No./Passport No.

[Redacted]

Surname/Nom (1)

[Redacted]

Given name/Prénom (2)

[Redacted]

Initials/Initiales (3)

[Redacted]

Date of birth/Date de naissance (4)

[Redacted]

Sex/Sexe (5)

[Redacted]

Place of birth/Lieu de naissance (6)

[Redacted]

Date of issue/Date de délivrance (7)

[Redacted]

Authority/Autorité (8)

[Redacted]

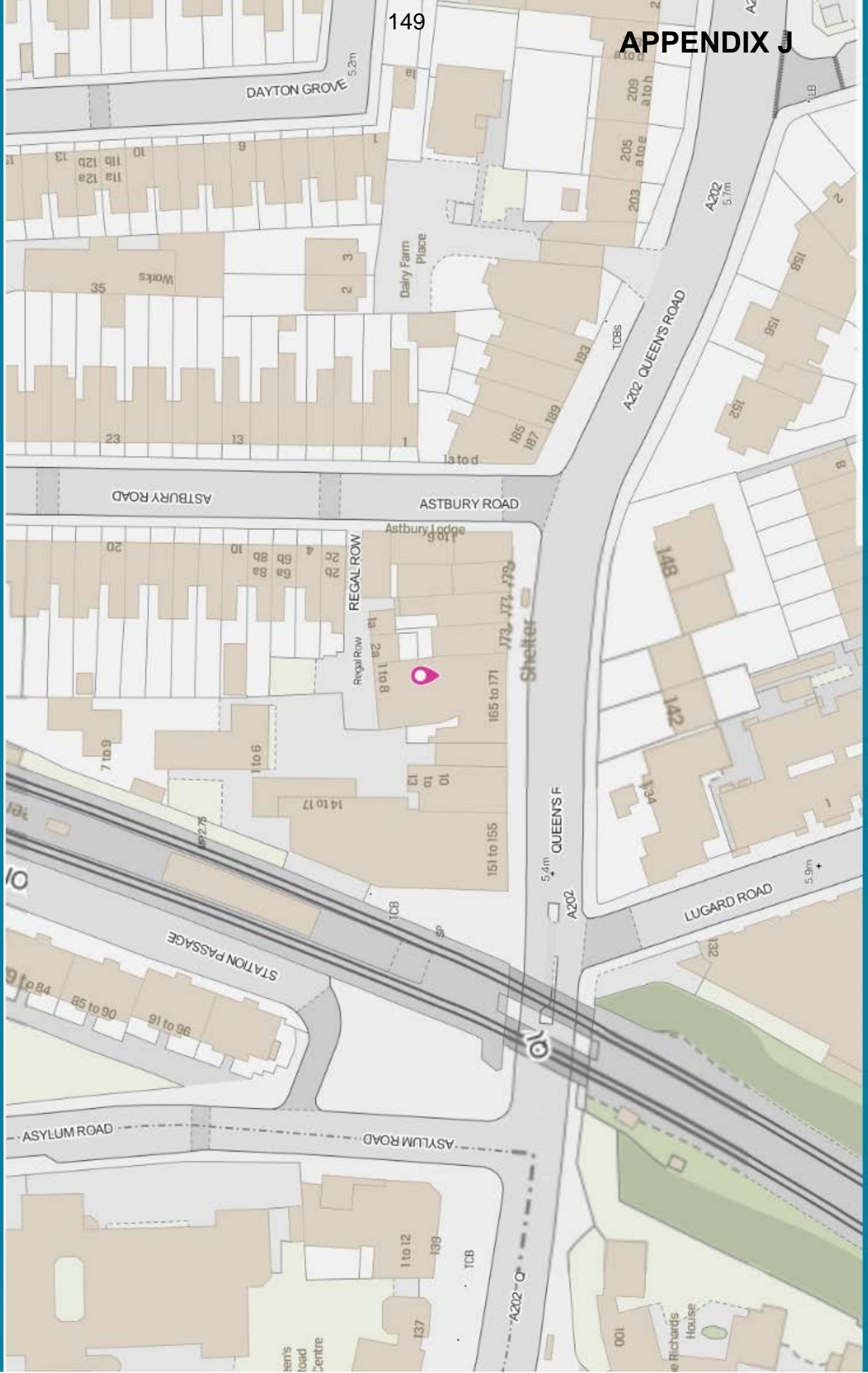
Date of expiry/Date d'expiration (9)

[Redacted]

Holder's signature/Signature du titulaire (10)

[Redacted]





171, QUEENS ROAD, SE15 2ND



13-Apr-2017

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Item No. 7.	Classification: Open	Date: 12 June 2017	Meeting Name: Licensing sub-committee
Report title:		Licensing Act 2003: Best Food and Wine, 171 Queens Road, London SE15 2ND	
Ward(s) or groups affected:		Nunhead	
From:		Strategic Director of Environment and Social Regeneration	

RECOMMENDATIONS

1. That the licensing sub-committee considers an application submitted by this council's Trading Standards service under Section 51 of the Licensing Act 2003 (the Act) for the review of the premises licence held by Sawindar Singh and Naresh Kumar in respect of the premises known as Best Food and Wine, 171 Queens Road, London SE15 2ND.
2. Notes:
 - a) The grounds for the review are stated in paragraph 13 of this report. A copy of the premises licence review application is attached as Appendix A.
 - b) The review application is supported by representations submitted by responsible authorities. Copies of the representations are attached as Appendix B. Details of the representations are provided in paragraphs 17 to 20.
 - c) A copy of the current premises licence issued in respect of the premises is attached to this report as Appendix C. A map of the area that the premises are located in is attached as Appendix H.
 - 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.

BACKGROUND INFORMATION

The Licensing Act 2003

3. The Licensing Act 2003 provides a new licensing regime for:
 - The sale of and supply of alcohol
 - The provision of regulated entertainment
 - The provision of late night refreshment.
4. Within Southwark, the licensing responsibility is wholly administered by this council.
5. 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
 - The protection of children from harm.
6. 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.
7. 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 persons 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 of the Act it remains open to any responsible authority or other person to apply to the local licensing authority for a review of the premises licence where there are ongoing concerns regarding one or more of the four stated licensing objectives.

KEY ISSUES FOR CONSIDERATION

The premises licence

9. The premises licence allows the provision of licensable activities as follows:
- The sale of alcohol to be consumed off the premises: Monday to Saturday from 08:00 to 23:00 and Sunday from 10:00 to 22:30
 - There are no restrictions in respect of the premises' standard opening times (it can therefore be open 24 hours a day).
10. The licence is subject to the mandatory conditions set down under the Act and further conditions consistent with the operating schedule submitted with the application for the licence. A copy of the full premises licence is attached as Appendix C.

Designated premises supervisor (DPS)

11. The current designated premises supervisor (DPS) named on the licence is Naresh Kumar. Naresh Kumar is also the joint licensee of the premises.

The review application

12. On 7 March 2017, an application was submitted by this council's trading standards service under Section 51 of the Licensing Act 2003, for the review of the premises

licence held by Sawindar Singh and Naresh Kumar in respect of the premises known as Best Food and Wine, 171 Queens Road London SE15 2ND.

13. The review application was submitted in respect of the prevention of crime and disorder licensing objective and in summary states that the following has been witnessed and / or taken place at the premises:
 - Duty evaded alcohol for sale in contravention of The Customs and Excise Management Act 1979
 - Duty evaded alcohol for sale bearing counterfeit trademarks and “Duty Stamp” in contravention of the Trade Marks Act 1994 and Duty Stamp Regulations 2006
 - Offer to supply alcohol that cannot legally be sold in contravention of the Consumer Protection from Unfair Trading Regulations 2008
 - Offer for sale of unsafe goods in contravention of the Consumer Protection Act 1987.
14. The premises were the subject of a review on 29 June 2011 for alleged offences including the sale of counterfeit wine. Trading standards say that the licensees have learnt nothing since the last review of the premises licence.
15. The trading standards service does not have confidence in Mr Kumar’s (joint licensee and DPS of the premises) management of the business. The option of a change of DPS is not recommended because Mr Kumar acts as a sole trader and would still retain control of the premises. The trading standards service suggests that the licensing sub-committee considers the revocation of the premises licence.
16. Full details of the grounds for the review are provided within review the application. A copy of the review application is attached as Appendix A.

Representations from responsible authorities

17. This council’s director of public health, The Metropolitan Police Service, and this council’s licensing responsible authority have submitted representations in support of the review application.
18. The Director of Public Health’s representation is submitted in respect of the prevention of crime and disorder, the prevention of public nuisance and the protection of public safety licensing objectives. The representation expresses concerns over the offences alleged in the review application. The Director of Public Health fully supports that the premises licence be reviewed by the licensing sub-committee.
19. The Metropolitan Police Service’s representation expresses concerns over the offences alleged in the review application. The representation notes that the alleged offences are all considered acts of criminality and are allegedly being committed by an individual who has been entrusted to operate licensed premises. The police fully support the review application and recommend that consideration be given to the revocation of the premises licence.
20. The licensing responsible authority’s representation is submitted in respect of the prevention of crime and disorder and the prevention of public nuisance licensing objectives. The representation notes that the premises were the subject of a review on

29 June 2011 and includes the notice of decision in regards to that review. The representation also refers to a licensing inspection of the premises on 28 March 2013 where breaches of the premises licence issued in respect of the premises, and a potential breach of section 57 of the Act were noted. The representation includes a copy of a warning letter sent in respect of the licensing inspection of 28 March 2013. The licensing responsible authority are of the opinion that the licensees are not capable of running a licensed premises and that the changing of the premises' DPS would not resolve the issues cited in the review application. The licensing responsible authority therefore supports the review application and requests that the premises licence be revoked as a reasonable, appropriate and proportionate action to take.

21. Copies of the representations are attached as Appendix B.

Representations from other persons

22. No representations have been received by other persons.

Operating History

23. A premises licence was issued to Naresh Kumar and Sawindar Singh in respect of the premises on 2 October 2005. Mr Kumar was specified, and remains, the DPS of the premises.
24. On 9 May 2011 this council's trading standards service submitted an application for the review of the premises licence issued in respect of the premises. A licensing sub-committee hearing was held on 29 June 2011 to determine the application. The licensing sub-committee modified the licence by imposing four conditions on the premises licence. A copy of notice of decision in regards to the hearing of 29 June 2011 is attached to this report as part of the licensing responsible authority's representation in Appendix B.
25. On 9 October 2008 a licensing inspection of the premises were undertaken. It was noted that the premises licence summary was not displayed at the premises and the premises licence was not available at the premises in breach of section 57 of the Licensing Act 2003. A warning letter was sent to the premises in regards to this matter. On 7 November 2008 a re-visit of the premises was undertaken and the premises were found to be being operated compliantly.
26. On 8 October 2009 a licensing inspection of the premises was undertaken and the premises were found to be being operated compliantly.
27. On 4 February 2010 a licensing inspection of the premises was undertaken and the premises were found to be being operated compliantly.
28. On 3 February 2011 a licensing inspection of the premises was undertaken and the premises were found to be being operated compliantly.
29. On 22 June 2011 a licensing inspection of the premises was undertaken and the premises were found to be being operated compliantly.
30. On 28 March 2013 a licensing inspection of the premises was undertaken. Various breaches of the premises licence issued in respect of the premises and a potential breach of section 57 of the Act were noted.

31. No TEN's have been submitted in regards to the premises.
32. On 7 March 2017, an application was submitted by this council's trading standards service under Section 51 of the Licensing Act 2003, for the review of the premises licence held by Sawindar Singh and Naresh Kumar in respect of the premises known as Best Food and Wine, 171 Queens Road, London SE15 2ND.
33. On 3 May 2017 the application to transfer the premises licence, with immediate effect, to Pushparani Arulrajah was submitted. The police, upon receipt of the application, submitted an objection notice on 11 May 2017, on the grounds of crime and disorder. A hearing to determine the transfer application will take place on 4 May 2017 immediately prior to the hearing to determine the review application to which this report relates.
34. On 3 May 2017 an application to specify Pushparani Arulrajah as the DPS of the premises, with immediate effect was submitted. The application was not fully completed. On 17 May 2017, the application was amended and became full and proper.
35. On 4 May 2017 it was decided that the hearing to determine the review application as per paragraph 30 above be postponed until 12 June 2017. The hearing was postponed so that the transfer application and DPS specification application as per paragraphs 31 and 32 above could be determined. The licensing sub committee that the following be provided by the 12 June 2017 for their consideration:
 - The lease between Naresh Kumar, Paramjit Kuar and Ajanthini Arularajah Geethanjali Arularajah in respect of 171 Queens Road SE15 2ND or any subsequent lease to these premises
 - Any Lease registration documents
 - Any Business registration documents
 - Any other documents regarding the ownership of 171 Queens Road, London SE15 2ND.
36. A copy of the postponement notice is attached as Appendix D.
37. On 12 May 2017 a letter was received from Pushparani Arulrajah's legal advisor in regards to the lease and agreement to transfer the business. The letter is attached to this report as Appendix E. Copies of the lease and agreement to transfer the business are attached to this report as Appendices F and G.

The local area

38. A map of the local area is attached as Appendix H. The following premises are shown on the map and are licensed as stated below:

Bahar Kebab, 157 Queens Road, London SE15 2ND:

- The sale of alcohol to be consumed on and off the premises: Sunday to Thursday from 11:00 to 23:00 and Friday and Saturday from 11:00 to 02:00 the following day
- Late night refreshment: Sunday to Thursday from 23:00 to 00:00 (midnight) and Friday and Saturday from 23:00 to 02:00 the following day

Lions Fried Chicken, 165 Queens Road, London SE15 2ND:

- Late night refreshment: Sunday to Thursday from 23:00 to 03:00 the following day and Friday and Saturday from 23:00 to 05:00 the following day

Tesco Stores Ltd, 151-155 Queens Road, London SE15 2ND:

- The sale of alcohol to be consumed on and off the premises Monday to Sunday from 06:00 to 23:00.

Lucky Gin and The Beautiful Pizza Boy, 169 Queens Road, London SE15 2ND:

- Late night refreshment: Monday to Thursday from 23:00 to 00:00 and Friday and Saturday from 23:00 to 01:00 the following day
- The sale of alcohol to be consumed on and off the premises Monday to Thursday from 10:00 to 00:00, Friday and Saturday from 10:00 to 01:00 the following day and Sunday from 10:00 to 23:00

Golden Noodle, 175-177 Queens Road, London SE15 2ND:

- Late night refreshment: Monday to Sunday from 23:00 to 00:00

Mamma Dough, 179 Queens Road, London SE15 2ND:

- The sale of alcohol to be consumed on the premises: Monday to Sunday from 12:00 to 23:30

Morley's Fried Chicken, 189 Queens Road, London SE15 2ND:

- Late night refreshment: Sunday to Thursday from 23:00 to 02:00 the following day and Friday and Saturday from 23:00 to 02:30 the following day

Queens Café, 193a Queens Road, London SE15 2NG:

- The sale of alcohol to be consumed on and off the premises: Monday to Sunday from 11:00 to 22:30.

Southwark council statement of licensing policy

39. Council assembly approved Southwark's statement of licensing policy 2016 - 20 on 25 November 2015. The policy came into effect on 1 January 2016. Sections of the statement that are considered to be of particular relevance to the sub-committee's consideration are:

- Section 3 - Purpose and scope of the policy. This reinforces the four licensing objectives and the fundamental principles upon which this authority relies in determining licence applications
- Section 5 – Determining applications for premises licences and club premises certificates. This explains how the policy works and considers issues such as location; high standards of management; and the principles behind condition setting.

- Section 6 – Local cumulative impact policies. This sets out this authority's approach to cumulative impact and defines the boundaries of the current special policy areas and the classifications of premises to which they apply. To be read in conjunction with Appendix B to the policy
 - Section 7 – Hours of operation. This provides a guide to the hours of licensed operation that this authority might consider appropriate by type of premises and (planning) area classification.
 - Section 8 – The prevention of crime and disorder. This provides general guidance on the promotion of the first licensing objective
 - Section 9 – Public safety. This provides general guidance on the promotion of the second licensing objective
 - Section 10 – The prevention of nuisance. This provides general guidance on the promotion of the third licensing objective
 - Section 11 – The protection of children from harm. This provides general guidance on the promotion of the fourth licensing objective.
40. 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.
41. Within Southwark's statement of licensing policy 2016 - 2020, the premises are identified as being within Peckham major town centre area. The closing time recommended in the statement of licensing policy for off licences, and grocers or supermarkets with off sales of alcohol in the Peckham major town centre area is 00:00 daily.

Resource implications

42. There is no fee associated with this type of application.

Consultation

43. Consultation has been carried out on this application in accordance with the provisions of the Licensing Act 2003.

Community impact statement

44. 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 Law and Democracy

45. The sub-committee is asked to determine, under Section 51 of the Licensing Act 2003, following an application, made under Section 51 of the same act, for a review of

premises licence. At any stage, following the grant of a premises licence, a responsible authority or any other person may ask the licensing authority to review the licence because of a matter arising at the premises in connection with any of the four licensing objectives.

46. The principles, which sub-committee members must apply, are set out below.

Principles for making the determination

47. Under Section 52 the licensing authority must hold a hearing to determine the review and any relevant representations.

48. 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.

49. 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.

50. 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 other person within the prescribed period
- Have not been withdrawn
- If made by an other person (who is not also a responsible authority), that they are not, in the opinion of the relevant licensing authority frivolous or vexatious.

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

52. 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.

53. 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.

54. 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

55. 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

56. 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.

57. 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

58. 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.
59. 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.
60. 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.
61. 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.
62. 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.
63. The sub-committee can only consider matters within the application that have been raised through representations from other persons and responsible authorities.
64. 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.
65. 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

66. Members are required to have regard to the Home Office revised 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 Governance

67. 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 Home Office revised guidance to the Act Secondary Regulations Southwark Statement of Licensing Policy Case file	Southwark Licensing, c/o Community Safety and Enforcement 160 Tooley Street London SE1 2QH	Kirty Read Phone number: 020 7525 5748

APPENDICES

No.	Title
Appendix A	Copy of the review application
Appendix B	Copies of the representations submitted by a responsible authorities
Appendix C	Copy of the premises licence
Appendix D	Copy of the postponement notice
Appendix E	Copy of letter from Pushparani Arulrajah's legal advisor
Appendix F	Copy of the lease
Appendix G	Copy of the agreement to transfer the business
Appendix H	Map

AUDIT TRAIL

Lead Officer	Deborah Collins, Strategic Director of Environment and Social Regeneration	
Report Author	Wesley McArthur, Principal Licensing Officer	
Version	Final	
Dated	26 May 2017	
Key Decision?	No	
CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER		
Officer Title	Comments sought	Comments included
Director of Law and Democracy	Yes	Yes
Strategic Director of Finance and Governance	Yes	Yes
Cabinet Member	No	No
Date final report sent to Constitutional Team		31 May 2017

[Insert details including name and address of licensing authority and application reference if any (optional)]

Application for the review of a premises licence or club premises certificate under the Licensing Act 2003

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

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 in black ink. Use additional sheets if necessary.

You may wish to keep a copy of the completed form for your records.

I Bill Masini (On behalf of Trading Standards)

(Insert name of applicant)

apply for the review of a premises licence under section 51 of the Licensing Act 2003 for the premises described in Part 1 below

Part 1 – Premises or club premises details

Postal address of premises or, if none, ordnance survey map reference or description Best Food and Wine 171 Queens Road	
Post town London	Post code (if known) SE15 2ND

Name of premises licence holder or club holding club premises certificate (if known)

Number of premises licence or club premises certificate (if known)

Part 2 - Applicant details

I am

Please tick yes

- 1) an interested party (please complete (A) or (B) below)
- a) a person living in the vicinity of the premises
 - b) a body representing persons living in the vicinity of the premises
 - c) a person involved in business in the vicinity of the premises
 - d) a body representing persons involved in business in the vicinity of the premises

- 2) a responsible authority (please complete (C) below)
- 3) a member of the club to which this application relates (please complete (A) below)

(A) DETAILS OF INDIVIDUAL APPLICANT (fill in as applicable)

Please tick

Mr Mrs Miss Ms Other title
(for example, Rev)

Surname

First names

I am 18 years old or over

Please tick yes

**Current postal
address if
different from
premises
address**

Post town

Post Code

Daytime contact telephone number

**E-mail address
(optional)**

(B) DETAILS OF OTHER APPLICANT

Name and address

Telephone number (if any)

E-mail address (optional)

(C) DETAILS OF RESPONSIBLE AUTHORITY APPLICANT

Name and address Southwark Council – Trading Standards Bill Masini Trading Standards Officer Community Safety & Enforcement 3 rd Floor Hub 1 PO Box 64529 London SE1P 5LX
Telephone number (if any) 0207 525 2629
E-mail address (optional) bill.masini@southwark.gov.uk

This application to review relates to the following licensing objective(s)

Please tick one or more boxes

- | | |
|---|-------------------------------------|
| 1) the prevention of crime and disorder | <input checked="" type="checkbox"/> |
| 2) public safety | <input type="checkbox"/> |
| 3) the prevention of public nuisance | <input type="checkbox"/> |
| 4) the protection of children from harm | <input type="checkbox"/> |

Please state the ground(s) for review (please read guidance note 1)**Prevention of Crime and disorder –**

- Duty evaded alcohol offered for sale – Customs and Excise Management Act 1979
- Duty evaded alcohol bearing counterfeit trade marks and “Duty stamp” – Trade Marks Act 1994 and Duty Stamp Regulations 2006
- Offer to supply alcohol that cannot be legally sold – Consumer Protection from Unfair Trading Regulations 2008

Since 1 January 2007 it has been a requirement of The Duty Stamp Regulations 2006 that retail bottles of alcohol of proof 30% ABV and higher and packaged in sizes of 35cl and larger have to carry a duty stamp to be legal for retail sale. The term “fake UK duty stamp” is used to describe a stamp that appears to comply with the design specification in the regulations but is not produced on behalf of HMRC or the product’s manufacturer or distributor. Where in the case of a manufacturer which has its trade mark on this label, the trade mark is also infringed because it has been used without the manufacturer’s consent and authorisation. This is an offence under The Trade Marks Act 1994.

The term “duty diverted” is used to describe alcohol produced in the UK for export but illegally placed on the UK market. Spirits produced for export are not subject to duty and must not have labels incorporating duty stamps. Duty diversion takes place when alcohol for export is relabelled with fake labels bearing fake UK duty stamps.

On 9 December 2016 Trading Standards carried out an inspection at the premise. This was for the purposes of inspecting goods for sale to ensure they complied with legislation enforced by Trading Standards and also to ensure there was also compliance with the conditions on the Premise Licence and The Licensing Act.

On close examination a large quantity of what is commonly referred to as “duty diverted spirits” were on offer for sale.

On the shelf at eye level behind the counter were:

- 7 x 70cl bottles of Glen’s vodka (37.5% ABV). The rear labels on all the bottles had been replaced with a fake label bearing a fake UK duty stamp.

On the lowest shelf behind the counter were:

- 2 x 70cl bottles of Glen’s vodka (37.5% ABV). The rear labels on both bottles had been replaced with a fake label bearing a fake UK duty stamp.

On another shelf were:

- 4 x 70cl bottles of High Commissioner blended Scotch whisky (40% ABV). The rear labels on all the bottles had been replaced with a fake label bearing a fake UK duty stamp.

On another shelf were:

- 2 x 70cl bottles of High Commissioner blended Scotch whisky (40% ABV). The rear labels on both bottles had been replaced with a fake label bearing a fake UK duty stamp

On another shelf were:

- 5 x 70cl bottles of Smirnoff vodka (37.5% ABV). The rear labels on all the bottles had been replaced with a fake label bearing a fake UK duty stamp

On another shelf was:

- 1 x 1 litre bottle of Smirnoff vodka (37.5% ABV). The rear label on the bottle had been replaced with a fake label bearing a fake UK duty stamp

On another shelf were:

- 2 x 70cl bottles of Bells blended Scotch whisky (40% ABV). The rear labels on both bottles had been replaced with a fake label bearing a fake UK duty stamp.

In the basement of the shop was:

- 1 box containing 6 x 1 litre bottles of Glen's vodka. The box had the words "**UK DUTY STAMP**" printed on the side to indicate it was manufactured for the UK market. These words had been inked out with a black pen. This is an indication that an outer box of UK market stock was sold for export. The box also had evidence of having been opened and resealed with clear tape.(see photograph 1). On examination, it was evident the rear labels on bottles inside had been replaced with fake labels bearing fake UK duty stamp
- 1 box containing 12 x 70cl bottles of Glen's vodka. The box had the words "**UK DUTY STAMP**" printed on the side to indicate it was manufactured for the UK market. Once again these words had been inked out with a black pen. This is an indication that an outer box of UK market stock was sold for export. The box also had evidence of having been opened and resealed with clear tape. On examination, it was evident the rear labels on bottles inside had been replaced with fake labels bearing fake UK duty stamp.
- 2 boxes each containing 6 x 70cl bottles of Bells blended Scotch whisky. The box had the words "**UK DUTY STAMP**" printed on the side to indicate it was manufactured for the UK market. Again, these words had been inked out with a black pen. This is an indication that an outer box of UK market stock was sold for export. The box also had evidence of having been opened and resealed with clear tape. On examination, it was evident the rear labels of bottles inside had been replaced with fake labels bearing fake UK duty stamp. The box was very tatty indicating to anyone exercising any diligence that there were questions to be asked about the box's history (see photographs 2 and 3).

UK market alcohol sold for export is required to have any associated duty stamp

obliterated; this is done by exporters using either a non-removable round sticker or by the physical removal (scratching out) of the duty stamp. Having done this it is normal for the outer box to have the words “**UK DUTY STAMP**” obliterated, or simply not applied to the box in order to differentiate it from the regular UK market stock. This is relevant to the following stock also in the basement:

- 2 boxes each containing 6 x 70cl bottles of Smirnoff vodka. The boxes did NOT have the words “**UK DUTY STAMP**” printed on the outer box of alcohol. This is an indication that it was manufactured for the export market. The outer boxes also had evidence of having been opened and resealed with clear tape. The rear labels of the bottles had been replaced with fake labels bearing a fake UK duty paid stamp. (see photographs 2 & 3)

In total, seized for being non-duty paid duty diverted alcohol (and therefore illegal to be sold) were

- 21 x 70cl bottles of Glen’s vodka
- 17 x 70cl bottles of Smirnoff vodka
- 14 x 70cl bottles of Bells whisky
- 6 x 70cl bottles of High Commissioner whisky
- 1 x 1 litre bottle of Smirnoff vodka
- 6 x 1 litre bottles of Glen’s vodka

The rate of alcohol duty on a 70cl 37.5% ABV spirit was £7.41 (£8.89 inc VAT) up to 23 March 2015 and is currently £7.26 (£8.71 inc VAT).

The rate of alcohol duty on a 70cl 40% ABV spirit was £7.90 (£9.48 inc VAT) up to 23 March 2015 and is currently £7.74 (£9.29 inc VAT)

The rate of alcohol duty on a 1 litre 37.5% ABV spirit was £10.58 (£12.70 inc VAT) up to 23 March 2015 and is currently £10.37 (£12.45 inc VAT)

The rate of alcohol duty on a 1 litre 40% ABV spirit was £11.29 (£13.55 inc VAT) up to 23 March 2015 and is currently £11.06 (£13.27 inc VAT)

The duty and VAT therefore evaded for these spirits (taking the current lower duty rates) totals:

38 x 8.71 = £330.98 [Glens & Smirnoff 70cl bottles]

20 x 9.29 = £185.80 [Bells & High Commissioner 70cl bottles]

1 x 13.29 = £13.29 [1 litre Smirnoff]

6 x 12.45 = £149.40 [1 litre Glen’s]

Total = £679.47

These items were seized because it was not legal for them to be sold. It is not clear how many other similar such items had been previously sold. Bottles that were legitimate, as can be seen in the photographs, were left in the shop

Also offered for sale were so called super strength beers. These drinks are almost exclusively consumed by people who have a serious alcohol addiction problem and contain a high number of units of alcohol per can. These people often have mental health issues and live a chaotic lifestyle. This in turn can mean they become so called "street drinkers". In doing so they may create a public nuisance and commit anti-social behaviour type offences such as aggressive begging and urinating in public places.

The duty payable including VAT on these beers with an ABV of 8% sold in 500ml cans is £1.15. This premise had quantities of such beers (Tennents Super, Skol Super, Carlsberg Special Brew and Kestrel Super) priced for sale at £1.50 (see photograph 4); a difference of 35 pence to account for all the manufacturers' costs, their transportation costs and profit, the wholesalers' mark up and the retailer's mark up. Suspicious these drinks were also subject to some form of evaded duty or other illegality, Trading Standards required the owner to produce his invoices for these drinks. Invoices that were later produced showing drinks of these brands purchased, indicated a price of £36.99 plus Vat (i.e £44.39) or £1.85 per can.

The premise licence holder was required to produce his purchase invoices for the spirits seized and the super strength beers. It is an offence to fail to produce traceable invoices (alcohol falling within the definition of food) under The General Food Hygiene Regulations 2013.

On 30 January 2017 Nuresh Kumar was interviewed under caution and in accordance with the requirements of The Police and Criminal Evidence Act. He brought with him purchase invoices stating these related to the products he had sold or had offered for sale, presumably expecting Trading Standards to simply accept these to be the complete records for his purchases.

Those invoices indicated the following purchases in 2016 up to the date of the visit:

- Glen's vodka (70cl) - 60 bottles

30 January 2016 – 12

27 February 2016 – 18

21 October 2016 – 12

19 November 2016 – 18

- Smirnoff vodka (70cl) – 36 bottles

20 February 2016 – 12 [price marked £13.79]

21 February 2016 – 12 [price marked £13.79]

19 November 2016 – 12

- Bells whisky (70cl) – 12 bottles

19 November 2016 – 12

- High Commissioner whisky – 6 bottles

19 November 2016 – 6

- Smirnoff (1 litre) – 0

- Glen's (1 litre) – 6 bottles

19 November 2016 – 6

Taking into account items seized and legitimate products left in the shop, this indicated at face value that in 2016 Mr Kumar had sold very few of these brands. Trading Standards say he had sold a significant but unknown quantity because he bought the items seized (and sold an unknown number before the inspection) from an unauthorised source either knowing they were illegal in some form or simply closed his eyes to that fact. Trading Standards say it is important to note the time gaps between when legitimate drinks were purchased.

For example the invoices show no 70cl bottles of Smirnoff appear to have been purchased over a 9 month period between 21 February and 19 November.

The paperwork indicates no 70cl bottles of Glen's vodka were bought over an eight month period between 27 February and 21 October.

During a long interview, Mr Kumar stated that a man [purporting to be] from a Cash & Carry in East London had visited the shop around mid/late August. He had not previously heard of that Cash & Carry. He went on to say the man offered him the alcohol that was subsequently seized. The man had apparently shown him a business card from this Cash and Carry which Mr Kumar (who said he does all the buying for the business) took to confirm he was from this particular Cash and Carry. Apparently this man was unable to give an invoice or paperwork to show this Cash

and Carry to be the seller of these items and what Mr Kumar had paid (including VAT of course). Mr Kumar said he paid cash and the seller assured him that these items would be shown on a future invoice when he made future purchases from that business. Mr Kumar said he has bought goods from that Cash & Carry direct in later months but no one ever put these items on any future invoice.

Mr Kumar was not able to say exactly what he bought from this person back in August 2016 and could offer no explanation as to how he was going to account for these items when completing his business records for the likes of HMRC.

Asked how much he paid for the alcohol on that occasion he said it was “£300 to £400 or something like that”. It is not clear how much alcohol he bought but as stated earlier, the duty evaded alone of the seized drink came to nearly £700. Trading Standards say, assuming Mr Kumar has given a true account of how the alcohol came to be in the shop, that in itself indicates Mr Kumar must have known he was buying illegal alcohol.

Throughout the interview, not unreasonably, Mr Kumar said he found the competition from the National supermarket chains near to him had made it very difficult for him to compete. With that in mind in relation to the “Super Strength Beers”, Trading Standards question the legitimacy of why he would then seek to sell these drinks for below his cost price and barely above the duty payable. Trading Standards does not accept an explanation that it is a “loss leader” in the same way a product such as milk or bread may be. People who buy these drinks typically just buy these and very little else. Trading Standards believe that whilst some product has been bought legitimately (with paperwork to demonstrate this), other such drinks have been acquired from a similar or indeed perhaps the same source as the spirits referred to in this review. Somewhere along the supply chain duty has been evaded. The paperwork for the legitimate product makes it appear that he has sold the drinks below cost whereas he has sold an unknown quantity for an unknown profit.

Trading Standards say Mr Kumar has learnt nothing since the last review of his Premise Licence. The facts this time are very similar to when he offered for sale a significant quantity of counterfeit Jacobs Creek Wine. He was not able to demonstrate where he had bought that wine from and produced no paperwork. Once again he took the same gamble of buying from an unreliable and unknown source and failed to ensure he obtained proper paperwork on receipt of those goods. If his account is true, he took the previously unknown “white van man” at face value by accepting him to be from a Cash and Carry somewhere in East London that, at the

time, he had never heard of. Mr Kumar is an experienced retailer and has previous dealings in counterfeit alcohol. Whilst this alcohol was not counterfeit, he did not know that at the time and took the risk of potentially exposing his customers to the dangers of cheap and dangerous alcohol. Trading Standards say it is through good luck that he did not buy alcohol that could have been highly injurious to health.

Further, whilst never recommended to buy from such a source, Trading Standards say an experienced shopkeeper like Mr Kumar, could (and should) have carried out simple checks to prevent this problem. The cardboard boxes were either very tatty in appearance and/or the **“UK DUTY STAMP”** writing had been crossed through with a black marker pen thereby indicating something was illegal about the products. It would appear the purchase price was too tempting for him.

In view of this matter and the previous Premise Licence review (which also included underage sales of alcohol to children), Trading Standards does not have confidence in Mr Kumar’s management of the business. The option of a change of DPS is not recommended because Mr Kumar acts as a sole trader, does all the buying and would still retain control. The Licensing sub- committee is therefore invited to revoke the Premise Licence.

Please tick yesHave you made an application for review relating to this premises before

If yes please state the date of that application

May 2011**If you have made representations before relating to this premises please state what they were and when you made them****Protection of children from harm –**

Alcohol and cigarettes sold on two separate occasions over a 6 month period to 15 year old children. Between the first and second sales the premise licence holder attended free training given by Southwark Trading Standards. The seller on both occasions was the Premise Licence Holder.

Prevention of Crime and disorder –

41 bottles of counterfeit Jacob's Creek wine offered for sale.

Please tick yes

- I have sent copies of this form and enclosures to the responsible authorities and the premises licence holder or club holding the club premises certificate, as appropriate
- 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 3 – Signatures (please read guidance note 3)

Signature of applicant or applicant’s solicitor or other duly authorised agent (See guidance note 4). **If signing on behalf of the applicant please state in what capacity.**

Signature

.....

Date

.....

Capacity Trading Standards Officer acting on behalf of Southwark Council

.....

Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 5)

Post town

Post Code

Telephone number (if any)

If you would prefer us to correspond with you using an e-mail address your e-mail address (optional)

Notes for Guidance

1. The ground(s) for review must be based on one of the licensing objectives.
2. Please list any additional information or details for example dates of problems which are included in the grounds for review if available.
3. The application form must be signed.
4. An applicant’s agent (for example solicitor) may sign the form on their behalf provided that they have actual authority to do so.
5. This is the address which we shall use to correspond with you about this application.







From: Sharpe, Carolyn **On Behalf Of** Public Health Licensing
Sent: Monday, April 03, 2017 4:20 PM
To: Regen, Licensing
Cc: Public Health Licensing
Subject: RE: Consultation BEST FOOD AND WINE 171 Queens Road

To whom it may concern:

Re: Best Food and Wine 171 Queens Road, London SE15 2ND

This representation is made in respect of the following licensing objective(s):

- The prevention of crime and disorder
- Prevention of public nuisance
- Public safety

On behalf of the Director of Health and Wellbeing (incorporating the role of Director of Public Health) for Southwark (a responsible authority under the Licensing Act 2003) I wish to express my concerns over the alleged issues with the management of the above premises. These include; duty evaded alcohol offered for sale, duty evaded alcohol bearing counterfeit trade marks and offer to supply alcohol that cannot be legally sold. The sale of counterfeit alcohol is a public health concern. Since the products may not be genuine their contents can potentially be very harmful.

Public health fully supports this licence is reviewed by the Licensing Sub-Committee.

If you have any further questions, please do not hesitate to contact me.

Yours faithfully,

Carolyn Sharpe
on behalf of Professor Kevin Fenton, Director of Health and Wellbeing (incorporating the role of Director of Public Health)



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 MD/21/2936 /17
reference:

Date: 4th April 2017.

Re:- Best Food & Wine 171 Queens Road SE15 2ND

Dear Sir/Madam

Police are in possession of an application from the Southwark's Trading Standards Service for a review of the above premises licence under Section 51 of the licensing act 2003.

Police have the following comments to make:

The application details a number of incidents that give me cause for concern in relation to the premises and their dedication to promoting the licensing objectives.

It is alleged that the premises have been offering Duty Evaded alcohol for sale contrary to Customs & Excise management Act 1979.

Duty evade alcohol bearing counterfeit trade marks and " Duty Stamp Trade Marks Act 1994 and Duty Stamp Regulations 2006

Offering to to supply alcohol that cannot be legally sold –contrary to the consumer protection from unfair trading regulations 2008.

These are all considered as acts of criminality which are being committed by an individual in whom we have trusted to operate a licensed premises in Southwark, and one that we would expect to be promoting the prevention of crime and disorder licensing objectives.

Police fully support the application for review and would also recommend that the consideration is given to the revocation of the premises licence. The premises have already had ample opportunity to make good the issues identified through the stepped approach. I would have difficulty in believing any additional conditions would be adhered to.

Yours Sincerely

PC Ian Clements 362 MD
 Southwark Police Licensing Unit

MEMO: Licensing Unit

To Licensing **Date** 04 April 2017

Copies

From David Franklin **Telephone** 020 7525 5800

Email david.franklin@southwark.gov.uk

Subject Best Food & Wine 171 Queens Rd SE15 2ND

I make this representation with regards to the review application of the premises licence submitted by the Trading Standards for Best Food & Wine 171 Queens Rd SE15 2ND.

My representation is based on the licensing objective for the prevention of crime and disorder and prevention of public nuisance.

The premises licence has been previously reviewed by the Licensing Sub Committee on 29 June 2011 by application from the Trading Standards where the premises had failed an underage sales test cigarettes, failed a second underage sales test cigarettes and alcohol and officers found and seized 41 bottles of counterfeit wine being offered for sale. I attached a copy of the notice of decision dated 29 June 2011.

An inspection of the premises by a licensing officer on 28 March 2013 found three breaches of the premises licence and potential offences under section 136 of the Licensing Act 2003 as follows:

1. 8AB - Staff training records with regards the 'Challenge 25' age identification policy established at the premises where not available for inspection.
2. 81A - A register of refused sales with regards to the age identification policy established at the premises could not be produced.
3. 836 - A personal Licence holder was not on the premises when licensable activities were being undertaken.

A fourth potential offence of section 57 the licensing Act 2003 was also witnessed as follows:

4. The Premises Licence (or certified copy) was not available at the premises.

As a result a warning letter was sent to Mr Sawinder Singh and Mr Naresh Kumar and I submit a copy of the warning letter dated 31 March 2013.

Mr Sawinder Singh and Mr Naresh Kumar have been joint premises licence holders since 2005 and Mr Naresh Kumar has been the DPS.

The latest findings by the Trading Standards of;

- Duty evaded alcohol offered for sale – Customs and Excise Management Act 1979

- Duty evaded alcohol bearing counterfeit trade marks and “Duty stamp” – Trade Marks Act 1994 and Duty Stamp Regulations 2006
- Offer to supply alcohol that cannot be legally sold – Consumer Protection from Unfair Trading Regulations 2008

Seem to show a continued pattern over the years of disregard for legislation created to control the sale of alcohol and I am therefore of the opinion that both Mr Sawinder Singh and Mr Naresh Kumar are not capable of running a licensed premises, additionally while the premises are owned by Mr Sawinder Singh and Mr Naresh Kumar and they play a significant part in the running of the premises and are the controlling factors and I would have not doubt that changing the DPS will not resolve this these issues.

I therefore support the Trading Standards review and their request for revocation of the premises licence as the reasonable, appropriate and proportionate action to take.

David Franklin
Licensing Authority as a Responsible Authority



NOTICE OF DECISION

LICENSING SUB-COMMITTEE – 29 JUNE 2011

LICENSING ACT 2003 – BEST FOOD & WINE, 171 QUEENS ROAD, LONDON SE15 2ND

1. The council's licensing sub-committee, having had regard to the application by Trading Standards for a review of the premises licence granted under the Licensing Act 2003 in respect of the premises known as Best Food & Wine, situated at 171 Queens Road, London SE15 2ND and having had regard also to all other relevant representations has decided it necessary for the promotion of the licensing objectives to:

Modify the licence as follows:

Add the 4 additional conditions proposed by Trading Standards in their submissions which are listed below and also to add one further condition (see 5th bullet point below):

- The premises shall operate an age-check '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;
- All staff involved in the sale of alcohol shall be trained in the age-check 'Challenge 25' policy. A record of their training, including the dates that each member of staff is trained, shall be available for inspection on request by the council's authorised officers or the Police;
- Age-check 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 age-check 'Challenge 25' policy applies and proof of age may be required;
- A register of refused alcohol and cigarettes sales, which is clearly marked with the 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.
- A personal licence holder shall be present on the premises at all times when licensable activities are undertaken.

2. **Reasons**

The sub-committee heard evidence from trading standards that on 1 occasion sale of cigarettes were made to a minor and on another occasion sale of cigarettes and alcohol were made to a minor. The sub-committee further heard evidence that when the premises were visited by trading standards following the sale in February that 41 counterfeit bottles of wine were found at the premises. Trading standards submitted that the investigation in respect of the counterfeit wine was still ongoing with Mr Kumar's cooperation and that trading standards at this stage could not say with certainty that Mr Kumar knew that the wine was counterfeit. The Sub-Committee further heard from trading standards that 4 conditions should be added to the licence as per page 41 of the agenda.

The sub-committee found this conduct of selling age restricted products to a minor to be unacceptable and in clear breach of the protection of children from harm objective in the Licensing Act 2003 and view such breaches very seriously.

The sub-committee heard from the licensee that he accepted there was a failure on his part and the part of management which resulted in breaches of the licensing objective. The sub-committee also heard evidence from the licensee that he bought the counterfeit wine in good faith from suppliers and was not aware that the wine was counterfeit.

In the circumstances the sub-committee found it is necessary and proportionate to add to the license the 4 conditions proposed by trading standards (referred to above) and necessary to amend the proposed condition 4 to read "a Register of refused alcohol and cigarettes sales, which is clearly marked with the 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 Council's authorised officers or the police."

The sub-committee also found it necessary to add a further condition whereby " A personal licence holder shall be present on the premises at all times when licensable activities are undertaken."

3. **Appeal Rights**

This decision is open to appeal by either

- a) The applicant for the review;
- b) The premises licence holder; or
- 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 chief executive 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 Strategic Director of Communities, Law & Governance.

Date: 30 June 2011



Mr Sawinder Singh &
Mr Naresh Kumar
BEST FOOD AND WINE
171 Queens Road
London
SE15 2ND

Licensing Unit
Direct Line: 0207525 0396
Direct Fax: 020 7525 5705

31 March 2013

Dear Mr Singh & Mr Kumar

**RE: THE LICENSING ACT 2003 – WARNING LETTER
(BEST FOOD AND WINE, 171 Queens Road, London, SE15 2ND)**

On 28 March 2013 at 18:53 hours a Licensing Enforcement Officer carried out an inspection to determine whether the licensable activities at the above premises were carried out in accordance with your authorisation.

In addition to the above, the Officer also considered 'risk assessment' criteria that would help determine the frequency of future inspections to your premises.

During the inspection the officers witnessed the following:

1. The Premises Licence (or certified copy) was not available at the premises.
Breach of Section 57(3) of the Licensing Act 2003.

If you have lost or damaged your Premises Licence you can order a new one by writing to the Licensing Unit at the address given below, and including a cheque (made payable to the London Borough of Southwark) or postal order for £10.50.

If you have your Premises Licence (or certified copy) please ensure that it is kept at the premises to be made available to authorised officers should they request to see it.

2. Staff training records with regards the 'Challenge 25' age identification policy established at the premises where not available for inspection. **This is in breach of condition 8AB on the premises licence.**
3. A register of refused sales with regards to the age identification policy established at the premises could not be produced. **This is in breach of condition 81A on the premise licence.**

Licensing Unit – Environmental Health & Trading Standards, Hub 2, Floor 3, 160 Tooley Street, London, SE1 2QH **Switchboard** - 020 7525 5000 **Website** - www.southwark.gov.uk
Strategic Director Environment & Housing - Deborah Collins
Register to vote. Complete the forms delivered to your home. Information: 020 7525 7373

4. A personal Licence holder was not on the premises when licensable activities were being undertaken. **This is in breach of condition 836 on the premises licence.**

Each of the matters listed above potentially constitutes a breach of the licence issued by the Council under the Licensing Act 2003.

You must ensure that licensable activities and hours of operation are in accordance with those listed on your premises licence. You must also ensure that the conditions attached to your licence are adhered to. A further visit will be made to check on these matters.

If compliance is not achieved the Council may take formal action that may affect your license or lead to a prosecution. A person found guilty of an offence under the above section is liable on summary conviction to imprisonment for a term not exceeding 6 months or to a fine not exceeding £20,000.

I hope this warning will ensure that compliance is achieved and no further action will be required.

It was also noted that a Fire Risk Assessment had not been devised in regards to the premises. In accordance with the **Regulatory Reform (Fire Safety) Order 2005** a Fire Risk Assessment is required in respect of the premises. Please find enclosed a booklet which gives guidance on how to undertake a Fire Risk Assessment.

Whilst it is not an offence under the Licensing Act 2003 not to have a Fire Risk Assessment, it is an offence under the Regulatory Reform (Fire Order) 2005. Please submit a Fire Risk Assessment to this office within 14 days.

If I do not receive a copy of the assessment within fourteen days from the date of this letter I will be notifying the Fire Brigade of this offence

Thank you in anticipation of your co-operation. Should you wish to discuss this matter with a Licensing Enforcement Officer Please contact us by email at licensing@southwark.gov.uk or by telephone on 020 7525 0396 between the hours of 9.00 and 17.00, Monday to Friday. Alternatively you can write or visit us at the above address.

Yours sincerely,

Jayne Tear
Principal Licensing Officer
licensing@southwark.gov.uk

ENC: Age ID Training pack, refusal log, signage & Fire Risk Assessment advice booklet

Licensing Act 2003 Premises Licence



Environmental Health & Trading Standards
Licensing Unit
Chaplin Centre
Thurlow Street
London SE17 2DG

Premises licence number

834717

Part 1 - Premises details

Postal address of premises, or if none, ordnance survey map reference or description	
BEST FOOD AND WINE 171 Queens Road London SE15 2ND	
Ordnance survey map reference (if applicable), 176749535067	
Post town London	Post code SE15 2ND
Telephone number [REDACTED]	

Where the licence is time limited the dates

Licensable activities authorised by the licence

Sale by retail of alcohol to be consumed off premises

The opening hours of the premises

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

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

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

Sale by retail of alcohol to be consumed off premises

Monday 08:00 - 23:00
Tuesday 08:00 - 23:00
Wednesday 08:00 - 23:00

Thursday	08:00 - 23:00
Friday	08:00 - 23:00
Saturday	08:00 - 23:00
Sunday	10:00 - 22:30

Part 2

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

Sawindar Sandhu Singh

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Naresh Kumar

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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**

Naresh Kumar

[REDACTED]
[REDACTED]
[REDACTED]

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. [REDACTED]

Authority [REDACTED]

Licence Issue date 21/07/2011

.....
Community Safety Enforcement
Business Unit Manger
Chaplin Centre
Thurlow Street
London SE17 2DG
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.

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.

Annex 2 - Conditions consistent with the operating Schedule

124 Alcohol shall not be sold or supplied except during the permitted hours. In this condition the permitted hours means:

- a. On weekdays, other than Christmas Day, 8.00.a.m. to 11.00.p.m.
- b. On Sundays, other than Christmas Day, 10.00.a.m. to 10.30.p.m.
- c. On Christmas day, 12 noon to 3.00.p.m. and 7.00.p.m. to 10.30.p.m.
- d. On Good Friday, 8.00.a.m. to 10.30.p.m.

The above restrictions do not prohibit:

- i) 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
- ii) The ordering of alcohol to be consumed off the premises, or the dispatch by the vendor of the alcohol so ordered;
- iii) The sale of alcohol to a trader or club for the purposes of the trade or club ;
- iv) 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 .

125 Alcohol shall not be sold in an open container or be consumed in the licensed premises.

127 Alcohol shall not be sold or supplied unless it is paid for before or at the time when it is sold or supplied, except alcohol sold or supplied:

- a. With and for consumption at a meal supplied at the same time, consumed with the meal and paid for together with the meal;
- b. For consumption by a person residing in the premises or his guest and paid for together with his accommodation;
- c. To a canteen or mess.

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

8AA The premises shall operate an age check '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.

8AB All staff involved in the sale of alcohol shall be trained in the age check '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.

8AC Age check 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 age check 'Challenge 25' policy applies and proof of age may be required.

8AI A register of refused sales of alcohol and cigarettes sales, which is clearly marked with the 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

836 A personal licence holder shall be on the premises at all times licensable activities are undertaken.

Annex 4 - Plans - Attached

Licence No. 834717

Plan No. N/A

Plan Date August 2005

NOTICE OF POSTPONEMENT**LICENSING SUB-COMMITTEE – 4 MAY 2017****LICENSING ACT 2003: BEST FOOD & WINE, 171 QUEENS ROAD, LONDON SE15 2ND****1. Adjournment**

- i. The review application submitted by Trading Standards (dated 7 March 2017) be postponed to 10.00 am on 12 June 2017.
- ii. That time be extended to determine the review application pursuant to regulation 11 of the Licensing Act 2003 (Hearings) 2005.

2. Reasons

A transfer of the premises licence and designated premises supervisor was received on 3 May 2017. These applications have a direct and immediate impact on the review application. Should the Metropolitan Police Service submit a representation objecting to the applications, then they are to be heard on 12 June 2017 in advance of the review application in respect of the same premises.

3. Direction

The Licensing Sub-Committee directs that the following documentation be made available at the hearing on 12 June 2017:

- a. Lease between Naresh Kumar, Paramjit Kuar and Ajanthini Arularajah Geethanjali Arularajah in respect of 171 Queens Road, SE15 2ND or any subsequent lease to these premises.
- b. Any Lease registration documents.
- c. Any Business registration documents.
- d. Any other documents regarding the ownership of 171 Queens Road, SE15 2ND.

It is also recommended that should any subsequent transfer application for the premises licence or application to specify a new designated premises supervisor be received, that they should be considered on 12 June 2017.

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

Date: 4 May 2017

Please Ask for: Mr. Tanuj Uppal

Our Ref: [REDACTED]

Your Ref:

Date: 12/05/2017

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



GLEN SOLICITORS



Dear Sirs,

RE: Best Food & Wine 171 Queens Road SE15 2ND

Our Client: Mr NARESH KUMAR and Mrs PARAMJIT KAUR

We are writing in response to objections filed by Southwark Police Licencing Unit against the transfer of Licence.

On Thursday 04th May 2017, the licensing subcommittee were set to hear evidence for the review of the premises licence held by Sawindar Singh and Naresh Kumar in respect of the premises known as Best Food and Wine, 171 Queens Road, London, SE15 2ND. However, the said hearing was adjourned due to Licence transfer application.

The Southwark Police Licencing Unit objected to the said transfer application and incorrectly stated that all responsible authorities involved had recommended that the premises licence be revoked. It must be noted that paragraph 13 of report provided to the Licencing Sub-Committee on 04th May 2017, incorrectly states that the review application, which was submitted by the Council's Trading Standard, was based on the grounds of the prevention of public nuisance and the protection of children from harm.

In Appendix B of the same report, the Director of Public Health express concern with the management of the premises and the Licencing Authority has opinion that *"both Mr Sawinder Singh and Mr Naresh Kumar are not capable of running a licensed premises,"*



The above concerns of both the authorities were mitigated on 03rd May 2017, when the property was changed from freehold to leasehold. This was done through a Lease dated 03rd May 2017 between NARESH KUMAR (1) PARAMJIT KAUR (2) and AJANTHINI ARULARAJAH (1) GEETHANJALI ARULARAJAH (2) (Lease Counterpart enclose herewith). Both parties were legally represented:

Landlord's Conveyancer: Glen Solicitors Ltd, [REDACTED]

Tenant's Conveyancer: Rivington Solicitors, [REDACTED]
[REDACTED]

On the same day the business also change hands through an Agreement dated 03rd May 2017 (Copy enclosed). In order to show that the transfer was full & proper both the documents must be read together.

It is unfortunate that the Southwark Police Licencing Unit is of the view that the lease copy provided to them on 04th May 2017 is not full & proper because it is signed by the landlord only. In conveyancing practice, the completion usually take place over the telephone and the documents are exchange by post. The document signed by Landlord is called 'the Lease' and document signed by tenant called 'the Lease Counterpart'. In the present matter, the completion took place on 03rd May 2017 and hearing before the licencing sub-committee was on the very next morning. Therefore, the Lease Counterpart was not available for submission.

Furthermore, the Southwark Police Licencing Unit pointed out that the new owners (of business & property) submitted their relative's details as a DPS. However, this does not in any way infer that the ownership and management of the business has not changed.

Lastly, the Southwark Police Licencing Unit has failed to identify any clause within the Lease dated 03rd May 2017 giving right to the Landlord to retain overall control of the premises. In fact, the lease provisions makes Tenant responsible for the property & business.

Our Client deny that the application to transfer the licence is to circumvent the licensing hearing process. This is a genuine transfer of property and business.

Therefore, in the interest of justice, we request that the Southwark Police Licencing Unit consider withdrawing their objections in light of information provided in this letter and documents enclose herewith.

However, In the event of adverse decision, Our Client will go through the process of Judicial Review to claim damages, which we anticipate would be minimum of £40,000 plus legal costs.

If your need any further information please contact us.

Yours Faithfully,



GLENSOLICITORS LTD

DATED 03rd May 2017

NARESH KUMAR (1)
PARAMJIT KAUR (2)

and

AJANTHINI ARULARAJAH (1)
GEETHANJALI ARULARAJAH (2)

L E A S E

o f Premises 171 Queens Road, London SE15 2ND



GLEN SOLICITORS

139 Little Ealing Lane

London - W5 4EJ

T / 00702 / 17

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LR1. Date of the lease

LR2. Title Number(s)

LR2.1 Landlord's title number(s)
TGL165655

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord
NARESH KUMAR and PARAMJIT KAUR
Of [REDACTED]

Tenant
AJANTHINI ARULARAJAH GEETHANJALI ARULARAJAH OF [REDACTED]

Other parties

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

The Property described in clause 1.

LR5. Prescribed statements etc

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

Not applicable.

LR6. Term for which the Property is leased

The term as specified in this lease in clause 1

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements contained in clause 4.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements contained in clause 5.

LR12. Estate rentcharge burdening the Property

None

LR13. Application for standard form of restriction

None.

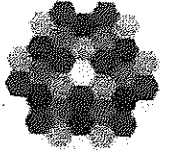
LR14. Declaration of trust where there is more than one person comprising the Tenant

The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.

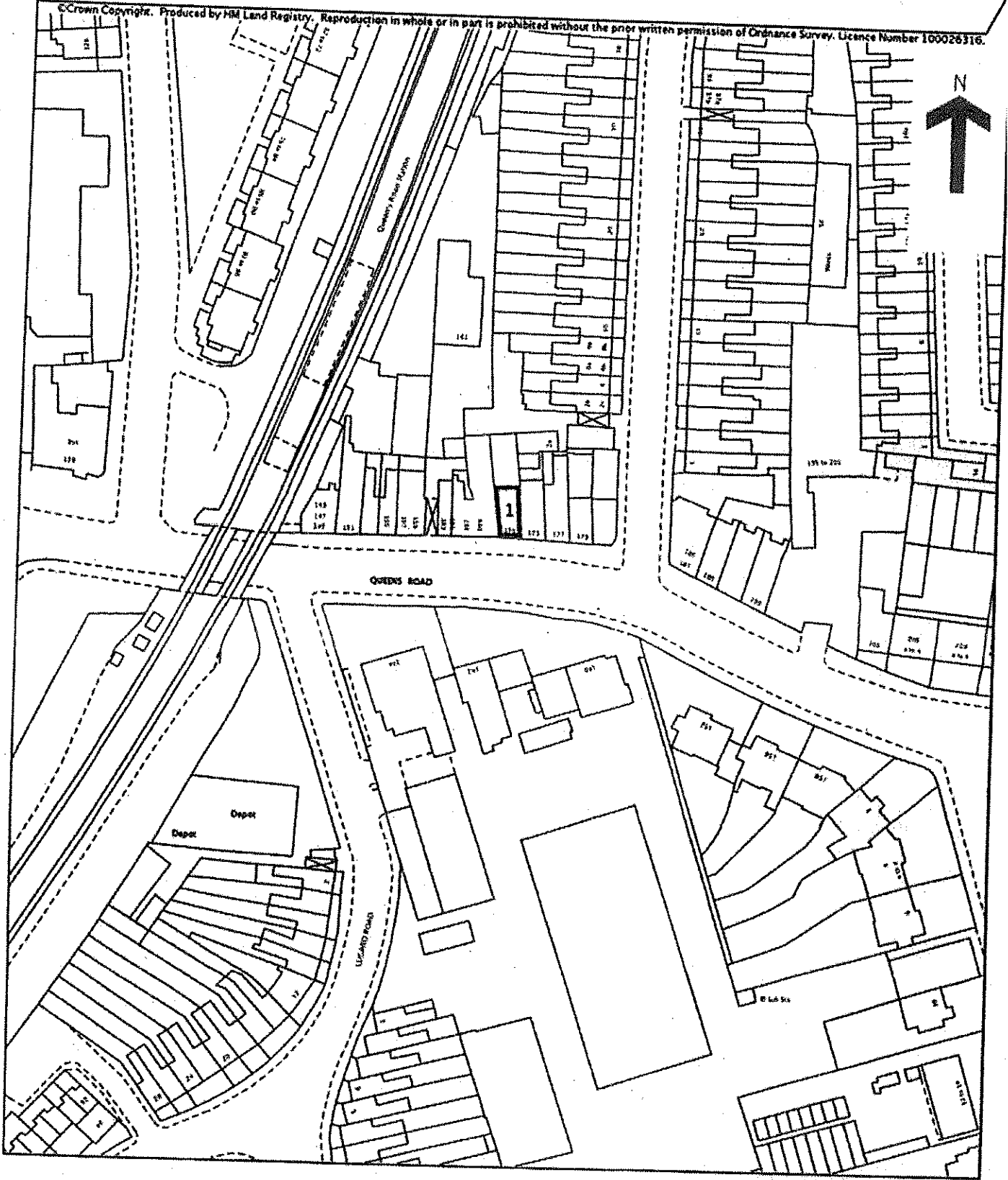
HM Land Registry

Official copy of
title plan

Title number **TGL165655**
Ordnance Survey map reference **TQ3576NW**
Scale **1:1250**
Administrative area **Southwark**



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Parties

- (1) NARESH KUMAR and PARAMJIT KAUR Of [REDACTED] (the 'Landlord');
- (2) AJANTHINI ARULARAJAH and GEETHANJALI ARULARAJAH Of [REDACTED] (the 'Tenant');

1 Definitions

- 2003 Order** the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;
- Adjoining Property** any land or property adjoining or near the Property whether or not owned, leased or occupied by the Landlord from time to time;
- Event of Insolvency** means:
- (a) being a body corporate:
- (i) goes into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation of a solvent body corporate immediately carried into effect);
- (ii) is deemed unable to pay its debts as defined in s 123 of the Insolvency Act 1986;
- (iii) has a receiver, manager or administrative receiver or provisional liquidator or administrator appointed;
- (iv) makes or suffers to be made a proposal for a voluntary arrangement under Part I of the Insolvency Act 1986 or for a compromise or arrangement under Part 26 of the Companies Act 2006 in relation to it;
- (v) presents or suffers to be presented an application for an administration order in relation to it (whether an interim order or otherwise); or
- (b) being an individual or being more than one individual any one of them:
- (i) makes a bankruptcy application to an adjudicator pursuant to s 263H of the Insolvency Act 1986;
- (ii) has presented to the court a bankruptcy petition or is in circumstances such that a bankruptcy petition could be presented under Part IX of the Insolvency Act 1986;
- (iii) makes or suffers to be made a proposal for a voluntary arrangement or an application for an interim order under the Insolvency Act 1986; or
- (iv) a receiver or manager is appointed over any of his assets,
- and in the case of any company or individual resident in a jurisdiction other than England or Wales the various references in this definition shall be deemed to relate to analogous proceedings or events applying in such jurisdiction;
- Group Company** means another member of the same group of companies (as defined by s 42 of the Landlord and Tenant Act 1954);
- Guarantor** includes [the third party to this Deed and/or] any person who has entered into a guarantee in respect of this lease and for the purposes of clause 22 includes any person

who has entered into an authorised guarantee agreement in relation to this lease;

Insurance Costs	<p>the cost to the Landlord (before any commission) of insuring:</p> <ul style="list-style-type: none"> (a) the Property (excluding any plate glass within let areas) against the Insured Risks for its full reinstatement cost, including the costs of demolition, shoring-up and site clearance, temporary works, compliance with local authority requirements in connection with any works of repair or reinstatement, architects', surveyors' and other professional fees and other incidental expenses, and in each case with due allowance for inflation and VAT; and (b) against loss of the Rent (having regard to the provisions for the review of the Rent) for a period of three years; and (c) against public liability of the Landlord in connection with any matter relating to the Property, its occupation or use including also the cost of any insurance valuations carried out by or on behalf of the Landlord, but not more than once in every two years;
Insured Risks	<p>fire, explosion, lightning, earthquake, flood, storm, bursting or overflowing of water tanks, pipes, or other water or heating apparatus, impact, aircraft (other than hostile aircraft) and things dropped from such aircraft, riot, civil commotion and malicious damage (excluding risks for which cover is not ordinarily available in the London insurance market or is available there only at a premium or subject to conditions which in the Landlord's reasonable discretion are unacceptable) and any other risks the Landlord may from time to time insure against (whether at its own discretion or at the request of the Tenant);</p>
Interest	<p>Interest at the rate of [4]% over base rate of [insert name of Bank] (or other recognised London clearing bank nominated by the Landlord);</p>
Landlord's Surveyor	<p>a surveyor appointed by the Landlord who may be an individual or a firm or company of chartered surveyors, or an employee of the Landlord or a Group Company of the Landlord;</p>
Legislation	<p>all legislation in force in the United Kingdom at any time during the Term, including:</p> <ul style="list-style-type: none"> (a) directives, decisions and regulations of the Council or Commission of the European Union; (b) Acts of Parliament; (c) orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction; and (d) any approved codes of practice issued by or with the authority of a statutory body. <p>A reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted and all subordinate legislation made under it from time to time;</p>
Opening Hours	<p>As permitted by local authority.</p>
Permitted Use	<p>Retail within Use Class A1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted or such other use within such Use Class at that date (whether or not the Order has subsequently been revoked modified or replaced) to which prior Formal Consent has been obtained (such Formal Consent not to be unreasonably</p>

- withheld or delayed);
- Plan[s]** the plan annexed to this lease and marked Plan 1.
- Property** the property known as 171 Queens Road, London SE15 2ND registered at the Land Registry with title number TGL165655;
- Rent** £19,240.00 a year or such other amount as may become payable following a review of the annual rent pursuant to the provisions of this lease or any interim rent payable under the Landlord and Tenant Act 1954;
- Rent Commencement Date** 3rd May 2017
- Rent Payment Days** 25 March, 24 June, 29 September and 25 December OR as permitted by the Landlord;
- Review Date** the fifth anniversary of the Rent Commencement Date and every subsequent fifth anniversary of that date and any other date when the Rent may be reviewed under this lease;
- Service Media** all conduits, cables, channels, conductors, drains, ducts, pipes, risers, sewers, vents and any other equipment and apparatus used for the reception, generation, passage, transmission and/or storage of Utilities;
- Surveyor** an independent chartered surveyor with at least [ten] years' experience valuing premises comparable to the Property;
- Tenant's Proportion** a fair proportion determined in accordance with this lease;
- Term** a term starting on 3rd May 2017 and ending on 2nd May 2037 and the period of any holding over or continuation of the tenancy granted by this lease;
- Uninsured Damage** means damage to or destruction of the whole or any part of the Property or access to it which renders the Property unfit for [beneficial] occupation and use by a risk which would be an Insured Risk but for:
- (a) insurance being or becoming unavailable in the insurance market at a reasonable commercial rate;
 - (b) the risk not being insured or fully insured by reason of it being a Policy Exclusion in respect of the Property;
- Utilities** electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, oil and soil, signals, electronic communications and all other utilities serving or consumed at the Property;
- VAT** value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT.

2 Interpretation
In this lease:

- 2.1 the table of contents and schedule and clause headings are for reference only and do not affect its construction or interpretation;
- 2.2 unless the contrary intention is expressed, references to clause [and schedule] numbers are to the relevant numbered clauses [or schedule] in this lease;
- 2.3 the words 'liability' and 'liable' include all claims, demands, proceedings, damages, costs and expenses and loss incurred or suffered by the relevant party;
- 2.4 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- 2.5 general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters;
- 2.6 the word 'today' refers to the date of this lease;
- 2.7 an obligation to do any act includes an obligation to procure that it is done;
- 2.8 an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- 2.9 obligations owed by or to more than one person are owed by or to them jointly and severally;
- 2.10 references to the end of the Term are to its expiry or sooner determination (whenever and however it ends);
- 2.11 references to a 'fair proportion' of any sum are to the whole or a proportion of that sum which is fair and reasonable as determined by the Landlord's Surveyor (whose decision will be final and binding (except in case of manifest error or injustice));
- 2.12 a reference to Landlord's consent means its prior written consent contained in a formal deed in such form as the Landlord may reasonably require and (where required) the consent of any superior landlord or mortgagee of the Landlord. Where a proviso is implied to that effect by Legislation, Landlord's consent is not to be unreasonably withheld or delayed;
- 2.13 a reference to the Landlord's approval means prior approval in writing which may be withheld or given subject to conditions in the Landlord's absolute discretion;
- 2.14 the expression the 'Landlord' includes the person or persons from time to time entitled to possession of the Property when this lease comes to an end;
- 2.15 the expression the 'Tenant' includes the successors in title of the Tenant;
- 2.16 the expressions 'landlord covenants', 'tenant covenants' and 'authorised guarantee agreement' are to have the same meaning as is given by the Landlord and Tenant (Covenants) Act 1995, s 28(1).
- 3 Lease of the Property**
- 3.1 The Landlord with full title guarantee lets the Property to the Tenant for the Term.
- 3.2 The Tenant may hold and use the Property during the Term without any interruption (except as authorised by this lease) by the Landlord or by any person lawfully claiming through, under or in trust for the Landlord.
- 4 Rights granted**
- 4.1 The Landlord grants the following rights to the Tenant:
- 4.1.1 the right to use the Service Media serving the Property;
- 4.1.2 The right to support and shelter from the Building and any adjoining land belonging to the Landlord
- 4.1.3 The right to retain a sign at the entrance to the Premises displaying the Tenant's trading name and to keep such sign in good and substantial repair and condition and all damage to the Retained Parts being made good by the Tenant to the Landlord's reasonable satisfaction
- 4.1.4 Subject to first obtaining the Landlord's prior written consent the right to retain an illuminated sign at the entrance to the Premises displaying the Tenant's trading name and to

keep such sign in good and substantial repair and condition and all damage to the Retained Parts being made good by the Tenant to the Landlord's reasonable satisfaction

- 4.1.5 The free and uninterrupted passage of services, facilities and other matter through any service media and Conduits now (whether existing at the date of this Lease or installed at any time during the perpetuity period) forming part of or passing through the Building from and to the Premises
- 4.1.6 The right to enter the Building in accordance with the provisions of this Lease.
- 4.2 The rights granted by clause 4.1
- 4.2.1 are granted only to the extent that the Landlord has power to grant them;
- 4.2.2 unless otherwise specified, are to be used in common with the Landlord, any superior landlord and other persons authorised by them from time to time;
- 4.2.3 may be interrupted or varied for the purposes of any works of maintenance, repair, alteration or the replacement of any land, building, or Service Media in connection with which the rights are exercised.
- 4.3 The right granted by clause 4.1.2 is subject to the condition that the Tenant may (except in cases of emergency) exercise that right only after giving reasonable prior written notice to the Landlord and any occupier of the relevant part of the Adjoining Property, and on the conditions that:
- 4.3.1 it is exercised in a manner which causes as little inconvenience as reasonably practicable; and
- 4.3.2 the Tenant immediately makes good any damage and indemnifies the Landlord against any liability resulting from the exercise of that right.
- 4.4 Nothing contained or referred to in this lease will give the Tenant any right, easement or privilege other than those set out in clause 4.1 and s 62 of the Law of Property Act 1925 does not apply to this lease.
- 4.5 Nothing contained or referred to in this lease entitles the Tenant to the benefit of, or the right to enforce, or to prevent the release or modification of any agreement entered into by any other tenant or occupier of the Adjoining Property with the Landlord.
- 5 Rights excepted and reserved**
- 5.1 The Landlord excepts and reserves from this lease the right:
- 5.1.1 to build, or carry out works, to Adjoining Property, or to build into any of the boundary walls, foundations or roofs of the Property even if those building or works adversely affect the access of light or air to the Property or otherwise adversely affect use and enjoyment of the Property;
- 5.1.2 to inspect, connect into, repair and replace any Service Media on, under or over the Property, but which do not form part of the Property and to construct Service Media over or under the Property;
- 5.1.3 to enter the Property to inspect its state and condition;
- 5.1.4 to attach or place on the Property any signs and notices, scaffolding or other equipment reasonably required in connection with works being carried out by the Landlord so long as that does not affect beneficial use and enjoyment of the Property;
- 5.1.5 to enter the Property to exercise any right excepted and reserved by this lease, or for any other reasonable purpose connected with this lease or with the Landlord's interest in the Property or any Adjoining Property.
- 5.2 Works: The Landlord reserves the right to enter the Property with his contractors or otherwise to carry out the Works and take occupation of such part or parts of the Property (develop, build further floors above the Property) as may be required to carry out the Works subject to:

- 5.2.1 The Landlord giving the Tenant reasonable notice and details, method and timing of the proposed works;
 - 5.2.2 the Landlord using all reasonable endeavours to enable the Tenant to remain in occupation of such parts of the Property as may be permitted by the Works;
 - 5.2.3 the Landlord carrying out the Works in a good and workmanlike manner with good and sound materials and in compliance with all necessary Consents subject to obtaining all Consents relating to the Works to the extent not already obtained (whether prior to or during the course of the Works) and such Consents remaining valid and unrevoked.
 - 5.2.4 the Landlord shall use all reasonable endeavours to minimise any disruption and inconvenience to the Tenant;
 - 5.2.5 subject to clause 5.2.6, from the date that notice is served on the Tenant in accordance with clause 5.2.1 to the date notice is served in accordance with clause 5.2.8, the Tenant shall be required to pay 75% of the Annual Rent and clause 4 of this lease shall be construed accordingly;
 - 5.2.6 if the Landlord is required by any local authority, Health and Safety Executive or other public body to close the Property, the Tenant shall not be required to pay Annual Rent for the period of such closure; and
 - 5.2.7 the Landlord will use all reasonable endeavours to complete the Works as soon as reasonably practicable; and
 - 5.2.8 on completion of the Works, the Landlord shall notify the Tenant that it may resume occupation of the Property on the terms of this lease and from the date of such notice, the Annual Rent shall be payable without deduction or set-off.
- 5.3 The rights excepted and reserved by this lease are excepted and reserved to the Landlord and any superior landlord or mortgagee, and may be exercised by anyone authorised (expressly or impliedly) by the Landlord or a superior landlord.
- 5.4 The Tenant must allow any person who has a right or authority to enter the Property to do so at all reasonable times, during and outside usual business hours if reasonable notice has been given, which need not be written notice. In cases of emergency no notice need be given and the Landlord, or another person on behalf of the Landlord may break into the Property if entry cannot be effected in any other way. The Landlord will not be liable to make good any damage caused to the Property in breaking into the Property in these circumstances but must cause as little damage as reasonably practicable.
- 6 Tenant's payments to the Landlord**
- 6.1 The Tenant must pay to the Landlord
- 6.1.1 the Rent in advance and in equal instalments on the Rent Payment Days;
 - 6.1.2 the Insurance Costs within seven days of the Landlord's written demand (including any demand received after the end of the Term but relating to a period within the Term);
 - 6.1.3 all other payments due to the Landlord on demand.
- 6.2 The first instalment of Rent is to be paid on the Rent Payment Day falling immediately before the Rent Commencement Date and shall be a proportionate amount for the period starting on the Rent Commencement Date until the next Rent Payment Day.
- 6.3 All payments must be made in cleared funds by the due date and, if required by the Landlord, the Tenant must pay them by banker's standing order, direct debit or credit transfer to a bank account in the United Kingdom which the Landlord has notified in writing to the Tenant.
- 6.4 The Tenant must not make any deductions or set-off from any payments due to the Landlord.
- 6.5 The Insurance Costs and all other payments due to the Landlord including any VAT on them are reserved as rent.

7 Rent review

7.1 Market Rent

'Market Rent' means the best annual rent at which the Property could reasonably be expected to be let as a whole at the relevant Review Date in the open market:

- 7.1.1 without a fine or premium;
- 7.1.2 by a willing landlord to a willing tenant; and
- 7.1.3 which would be payable after the expiry of a rent free or reduced rent period (if any) of such a length as would be negotiated in the open market between the willing landlord and the willing tenant at the relevant Review Date in respect only of fitting out works which would be carried out by the willing tenant;
- 7.1.4 for a lease equal in length to the unexpired residue of the Term at the relevant Review Date or (if longer) five years commencing on and including the relevant Review Date; and
- 7.1.5 otherwise on the same terms as this lease, except as to the amount of the Rent but including provisions for rent review on every *fifth* anniversary of the relevant Review Date on the same basis as in this clause 7 and except that the Permitted Use will be assumed to be any use within Use Class A1 of the Town and Country Planning (Use Classes) Order 1987 (as at the date that Order first came into force) and assuming that there is (where relevant) a rent commencement date in the hypothetical lease at a date after the relevant Review Date to provide for the rent free or reduced rent period referred to in clause 7.1.3 above, assuming that:
 - 7.1.6 the Property is available to be let with vacant possession;
 - 7.1.7 the Property and any land or Service Media over which any rights granted by this lease are to be exercised are in good and substantial repair and condition and if damaged or destroyed that they have been reinstated;
 - 7.1.8 the Property is fit and ready for immediate occupation and use by the willing tenant;
 - 7.1.9 the Landlord and Tenant have fully complied with their obligations in this lease;
 - 7.1.10 no work has been carried out by the Tenant or any undertenant or their predecessors in title to the Property or any Adjoining Property before or during the Term, which would lessen the rental value of the Property;
 - 7.1.11 the Property can, in its assumed state, lawfully be used by the willing tenant for the Permitted Use and for any other purpose to which the Landlord has, at the request of the Tenant, given its consent; and
 - 7.1.12 any consents or licences current or required at the relevant Review Date is available to the willing tenant, but disregarding:
 - 7.1.13 any occupation of the Property by the Tenant or any authorised undertenant or occupier;
 - 7.1.14 any goodwill attached to the Property by reason of the Tenant or any authorised undertenant or occupier carrying on any business at the Property;
 - 7.1.15 the effect on rent of any improvements (including improvements which form part of the Property at the relevant Review Date) carried out by the Tenant or any authorised undertenant, or their predecessors in title, before or during the Term, with the consent (if required) of the Landlord, at the cost of the Tenant or authorised undertenant, and not under an obligation owed by the Tenant or authorised undertenant to the Landlord or its predecessors in title; and
 - 7.1.16 any Legislation which imposes a restraint upon agreeing or receiving an increase in the Rent.

7.2 The Rent review process

- 7.2.1 The Rent will be reviewed at each Review Date, and on and from each Review Date, will be the higher of the Rent reserved immediately before the relevant Review Date (disregarding any suspension of rent then in operation) and the Market Rent at the relevant Review Date.
- 7.2.2 If the Landlord and the Tenant have not agreed the Market Rent three months before the relevant Review Date, either may require it to be determined by the Surveyor appointed jointly by the Landlord and the Tenant or if they do not agree then on the application of either the Landlord or the Tenant by the President of the Royal Institution of Chartered Surveyors (or any other officer authorised to carry out that function).
- 7.2.3 The Landlord and the Tenant may agree the level of the Market Rent at any time before the Surveyor has determined it.
- 7.2.4 The Surveyor will act as an arbitrator in accordance with the Arbitration Act 1996.
- 7.2.5 If the Surveyor dies, gives up the appointment, or fails to act in accordance with this clause 7, or it becomes apparent that the Surveyor is or will become unable so to act, the Landlord and the Tenant may make a further appointment of, or application for, a substitute Surveyor.
- 7.2.6 The costs of appointment and fees of the Surveyor must be paid in such proportions as the Surveyor directs, or if no such direction is made, then equally by the Landlord and the Tenant.
- 7.2.7 Once the reviewed Rent has been agreed or determined the Landlord, the Tenant and any Guarantor must sign a memorandum recording the level of the Rent (whether or not there has been any increase) which must be annexed to this lease and its counterpart.

7.3 Rent during the review process

- 7.3.1 If the reviewed Rent has not been agreed or determined before the relevant Review Date then the Rent will continue to be payable at the rate reserved immediately before the relevant Review Date and on the Rent Payment Day after the reviewed Rent has been agreed or determined any shortfall between the Rent paid and the reviewed Rent for the period commencing on the relevant Review Date until that Rent Payment Day will become due together with interest on that shortfall at the base rate from time to time of Barclays Plc.
- 7.3.2 If there is any Legislation in force at the relevant Review Date which restricts the Landlord's right to review the Rent or to receive any increase in the Rent following a review then the date on which the Legislation is repealed or amended to allow a review of or increase in the Rent will be a further Review Date and the Landlord will be entitled by giving written notice to the Tenant to require a review of the Rent in accordance with this clause.

8 Tenant's responsibility for other payments

- 8.1 The Tenant must pay and indemnify the Landlord against all present and future rates (including any rating relief for empty premises that the Landlord is unable to claim after the Term has ended because of any claim made by the Tenant during the Term), duties and assessments charged on or payable in respect of the Property (except any tax imposed on the Landlord in respect of the receipt of rents reserved by this lease or any dealing with or disposition of the Landlord's Interest in the Property).
- 8.2 The Tenant must pay all charges, including connection and hire charges, for the supply of Utilities to the Property and must comply with all present or future requirements and reasonable recommendations of the suppliers of Utilities to the Property.
- 8.3 The Tenant must pay on demand a fair proportion of any rates, duties and assessments and of any liability incurred or payable by the Landlord in respect of any land or Service Media outside but serving the Property.
- 8.4 The Tenant must pay to the Landlord, on demand, and on an indemnity basis, the fees, costs and expenses properly charged, incurred or payable by the Landlord in connection with:

- 8.4.1 any proceedings under s 146 or 147 of the Law of Property Act 1925 or the Leasehold Property (Repairs) Act 1938, including the preparation and service of all notices and any steps taken in contemplation of, or in relation to those proceedings, and even if forfeiture is avoided (unless it is avoided by relief granted by the court);
- 8.4.2 enforcing or seeking to enforce any of the tenant covenants in this lease:
- (a) by whatever means;
 - (b) whether during or after the end of the Term; and
 - (c) whether or not proceedings in relation to breach of the relevant covenant are contemplated, have been commenced or have concluded;
- 8.4.3 the preparation and service of schedules of dilapidations at any time during the Term (or within [12] months after the end of the Term in respect of dilapidations arising during the Term), and supervising any works undertaken to remedy those dilapidations;
- 8.4.4 the recovery or attempted recovery of any arrears of Rent or other sums due to the Landlord under this lease, including the costs of preparing and serving any notice under s 17 of the Landlord and Tenant (Covenants) Act 1995; and
- 8.4.5 any application for a consent or approval of the Landlord (including the preparation of any documents) required by this lease (whether or not consent or approval is granted and whether or not the application is withdrawn).

9 VAT

- 9.1 Where the Tenant is to pay the Landlord for any supply made to the Tenant by the Landlord under this lease, the Tenant must also pay any VAT due in connection with that supply.
- 9.2 Where the Tenant is to reimburse the Landlord for any payment made by the Landlord under or in connection with this lease, then the Tenant must also reimburse any VAT payable on it, except to the extent that the Landlord is able to obtain an input credit for the VAT from HM Revenue & Customs.

10 Interest

The Tenant must pay Interest to the Landlord:

- 10.1 if the Rent is not paid to the Landlord on the due date for payment, or if the Landlord refuses to accept Rent when the Tenant is, or may be, in breach of any of its obligations in this lease; and
- 10.2 if any other sum payable under this lease is not paid to the Landlord within [seven] days after the due date for payment, or if the Landlord refuses to accept any other such sum when the Tenant is, or may be, in breach of any of its obligations in this lease,

in each case, for the period starting on the due date until payment is made by the Tenant or (where applicable) accepted by the Landlord (both before and after any judgment).

11 Landlord's responsibility for insurance and reinstatement

- 11.1 The Landlord must insure the Property other than plate glass in the Property and any part of the Property installed by the Tenant or any other occupier for its full reinstatement cost against the Insured Risks, through an agency chosen by the Landlord and subject to any exclusions, excesses and conditions that are usual in the insurance market at the time or required by the insurers, or reasonably required by the Landlord.
- 11.2 The Landlord must on demand (but not more than once in any year of the Term) give the Tenant a copy of the current insurance policy.
- 11.3 If the Property is damaged or destroyed by an Insured Risk then:
- 11.3.1 unless payment of any insurance moneys is refused because of any act or omission of the Tenant and the Tenant has failed to comply with clause 12.4; and
 - 11.3.2 subject to the Landlord being able to obtain any necessary consents and to the necessary labour and materials being and remaining available,

the Landlord will use the insurance moneys it receives (except any received for loss of rent or public liability) in repairing and reinstating the Property (other than any part which the Landlord is not obliged to insure) or in building a reasonably comparable property as soon as reasonably possible and in compliance with all applicable Legislation.

- 11.4 If the insurance moneys received by the Landlord are insufficient to repair or reinstate the Property the Landlord must pay the shortfall.

12 Tenant's obligations relating to insurance

The Tenant must

- 12.1 pay the Insurance Costs in accordance with this lease;
- 12.2 comply with the requirements of the insurers relating to the Property and not do or omit to do anything which may make any insurance of the Property or of any Adjoining Property taken out by the Landlord or any superior landlord void or voidable, or which would result in an increase in the premiums;
- 12.3 give the Landlord immediate written notice of any damage to or destruction of the Property by an Insured Risk;
- 12.4 pay the Landlord on demand a sum equal to any amount which the insurers refuse to pay following damage or destruction by an Insured Risk because of any act or omission of the Tenant;
- 12.5 pay to the Landlord a fair proportion of the amount of any excess required by the insurers in connection with any damage or destruction by an Insured Risk within [seven] days of written demand;
- 12.6 not take out any insurance of the Property against the Insured Risks in its own name other than in respect of any plate glass or any part of the Property installed by or on behalf of the Tenant or any undertenant, and if the Tenant has the benefit of any such insurance then the Tenant must hold all money receivable under that insurance on trust for the Landlord; and
- 12.7 if requested by the Landlord remove the tenant's fixtures and effects from the Property to allow the Landlord to repair or reinstate the Property following damage or destruction by an Insured Risk.

13 Suspension of Rent or termination of the lease

- 13.1 If the Property or the means of access to the Property are damaged or destroyed by an Insured Risk so that the Property is unfit for occupation or use then the Rent (or a due proportion of it determined by the Landlord's Surveyor according to the nature and extent of the damage) will be suspended from the date of damage or destruction for a period of three years, or, if sooner, until the Property is fit for occupation and use but only to the extent that the Landlord is able to recover such sums through the insurance in place.
- 13.2 Any advance payment of Rent made by the Tenant before the date of damage or destruction by an Insured Risk in respect of a period after that date will be (to the extent that the Rent is suspended) repaid by the Landlord to the Tenant as soon as reasonably practicable.
- 13.3 The Rent will not be suspended to the extent that any loss of rent insurance has been made ineffective, or payment of it has been refused by the insurers because of any act or omission by the Tenant, nor unless and until any arrears of Rent or other sums due under this lease have been paid by the Tenant in full.
- 13.4 If there is no reasonable prospect (in the Landlord's reasonable opinion) of the Property being reinstated within the loss of rent period provided by the Landlord's insurance policy then the Landlord may end this lease by giving to the Tenant at least [three] months' written notice of termination and the lease will end on the date specified in that notice.
- 13.5 Unless the Landlord has given to the Tenant written notice confirming that the Property will be reinstated at the Landlord's own cost the Tenant may give to the Landlord not less than [six] and not more than [12] months' notice in writing—but only while the Property remains unfit or inaccessible and while the Landlord has not commenced reinstatement works—expiring no earlier than the date [three] years after the date of damage or destruction, and on the expiry of that notice the Term will end but without prejudice to any rights or remedies that have accrued.

- 13.6 If the Property is made fit for occupation and use prior to the expiry of any notice served by the Tenant under clause 13.5 then this lease will not end.
- 13.7 If this lease is brought to an end by either party under clause 13.4 or 13.5 the Landlord is entitled to retain all insurance moneys.
- 13.8 If there is any disagreement between the parties relating to or arising out of whether or not the Property is unfit for occupation or use or whether there is no reasonable prospect of the Property being reinstated within the loss of rent period provided by the Landlord's insurance policy then either party may require that it is resolved by means of alternative dispute resolution (ADR).
- 13.9 If the parties cannot agree on a mediator to determine the dispute either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors to nominate a suitable person.
- 13.10 The liability for paying all costs of referring a dispute to ADR including costs connected with the appointment of the mediator will be decided by the mediator OR Each party shall pay its own costs of referring a dispute to ADR including costs connected with the appointment of the mediator.
- 14 Tenant's responsibility for the state and condition of the Property**
- 14.1 The Tenant must repair and keep the Property in good and substantial repair and condition fair wear and tear excepted Provided that the Tenant is not required to put the Property into any better state and condition than that evidenced by the attached Schedule of Condition.
- 14.2 The Tenant will not be required to repair the Property where any damage has been caused by an Insured Risk (unless the payment of any insurance monies is refused in whole or in part due to an act or default of the Tenant or anyone at the Property with the Tenant's express or implied authority).
- 14.3 The Tenant must keep all plant and equipment within and forming part of the Property in good working order and must replace by new articles of similar kind and quality any which are beyond economic repair.
- 14.4 The Tenant must keep any outside parts of the Property clean and tidy, any landscaped areas properly weeded and any unbuilt-on areas adequately surfaced and must regularly clean the inside and outside of all windows at the Property.
- 14.5 The Tenant will not be liable under this clause to the extent that the Landlord is obliged to carry out the relevant repair works under clause 11.3.
- 14.6 The Tenant must redecorate the inside of the Property every five years and the outside every three years and both in the last six months before the end of the Term. All redecoration is to be carried out in colours and materials approved by the Landlord and to the Landlord's reasonable satisfaction.
- 14.7 At the end of the Term the Tenant must yield up the Property with full vacant possession decorated and repaired in accordance with and in the state and condition required by this lease.
- 15 Alterations**
- 15.1 The Tenant must not make any alterations or additions to the Property without the Landlord's consent.
- 15.2 Unless and to the extent otherwise required by the Landlord by written notice given to the Tenant not less than six months before the end of the Term, the Tenant must, at the end of the Term,
- 15.2.1 remove any alterations or additions made to the Property;
- 15.2.2 make good any damage caused by that removal; and
- 15.2.3 reinstate the Property to its layout and condition prior to the relevant alterations or additions being made,
to the Landlord's reasonable satisfaction.
- 15.3 If the Tenant alters the Property without Landlord's consent the Tenant must:
- 15.3.1 reinstate the Property immediately after notice from the Landlord to do so;

- 15.3.2 carry out these reinstatement works in a good and workmanlike manner using good quality materials to the Landlord's reasonable satisfaction and in compliance with Legislation.

If the Tenant fails to reinstate the Property as required by this clause 15 the Landlord is entitled to enter the Property and carry out the necessary works and to charge the Tenant for all its costs and expenses, which will be recoverable as a debt.

16 Aerials signs and re-letting notices

- 16.1 The Tenant must not put up or display any sign, notice, aerial, flag, satellite dish, or advertisement which can be seen from outside the Property, other than external signage of a size and design previously approved by the Landlord, such approval not to be unreasonably withheld or delayed.
- 16.2 The Tenant must not place or display on the exterior of the Property or on the windows or inside the Property so as to be visible from outside any name, notice, sign, placard, poster, sticker or advertisement other than:
- 16.2.1 the signs referred to in clause 16.1;
- 16.2.2 normal price tickets attached and relating to goods sold in the display area inside the Property, provided that they are not placed on the window glass;
- 16.2.3 trade placards, posters or advertisements of a temporary and not excessive nature, necessary or usual for the Permitted Use, but no more than [25]% of the surface area of the shop window of the Property may be obscured by them.
- 16.3 At the end of the Term, the Tenant must remove all signage erected by the Tenant (or other authorised occupier) and make good to the reasonable satisfaction of the Landlord any damage caused by such removal.
- 16.4 The Tenant must not erect any aerial, pole or mast or install any satellite dish, cable or wire on the Property, whether in connection with telecommunications or otherwise without the prior written consent of the Landlord [such consent not to be unreasonably withheld or delayed.
- 16.5 The Tenant must permit the Landlord to place a sign on the Property at any time advertising the sale of the Landlord's interest (or any superior interest) in the Property and during the last six months of the Term for the re-letting of the Property.

17 Restrictions and requirements on use

- 17.1 The Tenant must not:
- 17.1.1 use the Property for any purpose other than the Permitted Use;
- 17.1.2 leave the Property unoccupied without the consent of the Landlord;
- 17.1.3 do anything on the Property which is illegal or immoral or which would cause a nuisance or inconvenience or any damage or disturbance to the Landlord or any owner or occupier of any other property adjoining or near the Property;
- 17.1.4 store dangerous or inflammable materials at the Property, allow rubbish to accumulate at the Property or allow any material which is deleterious, polluting or dangerous (to persons or property) to enter any Service Media or any Adjoining Property;
- 17.1.5 install or erect any exterior lighting, shading or awning at the Property;
- 17.1.6 obstruct or place any items for sale on the Property or any pavement, footpath or roadway adjoining or serving the Property;
- 17.1.7 overload the floors or structures of the Property;
- 17.1.8 obstruct or damage the Service Media;
- 17.1.9 create any easement, right or privilege in favour of any other person over the Property;
- 17.1.10 lose or reduce an easement, right or privilege benefiting the Property.

- 17.2 The Tenant, by way of indemnity only, must during the Opening Hours keep the Property open for business and the shop windows attractively dressed and must trade actively throughout substantially the whole of the Property unless:
- 17.2.1 prevented from doing so by destruction or damage to the Property caused by one or more of the Insured Risks;
 - 17.2.2 non-trading is necessary to allow any major repairs, alterations or additions to the Property to be carried out with all reasonable speed;
 - 17.2.3 non-trading is necessary to allow a permitted assignment or underletting of the Property to be completed; or
 - 17.2.4 to do so would be or result in a breach of any other provision of this lease.
- 17.3 The Tenant is subject to and must comply with all restrictive covenants and matters stated or referred to on the official copy entries of the Landlord's title under number TGL165655.
- 17.4 The Tenant must not stop up, darken or obstruct any window or light belonging to or forming part of the Property.
- 17.5 The Tenant must take all reasonable steps to prevent the construction of any new window, light, opening, doorway, path, passage, pipe or the making of any encroachment or the acquisition of any easement in relation to the Property and must notify the Landlord immediately on becoming aware of any such matters. At the request of the Landlord the Tenant must adopt such means as are reasonably required to prevent the construction of such a thing, the making of any encroachment or the acquisition of any easement.
- 18 Dealings**
- 18.1 General restrictions**
- The Tenant must not part with nor agree to part with possession of the whole or part of the Property or this lease, nor allow any other person to occupy the whole or any part of the Property nor to grant any rights to third parties over the Property, except as permitted by the remainder of this clause 18.
- 18.2 Assignment**
- 18.2.1 The Tenant must not assign any part (as opposed to the whole) of this lease and must not assign the whole of this lease without the consent of the Landlord.
 - 18.2.2 The Landlord and the Tenant agree that, for the purposes of s 19(1A) of the Landlord and Tenant Act 1927
 - (a) the Landlord may refuse consent to an assignment if in the Landlord's reasonable opinion the proposed assignment would not be in the interests of good estate management with respect to the Property or if the proposed assignee is not of sufficient financial standing to pay the Rent and other sums payable under this lease and to comply with the Tenant's obligations in this lease (except where in the reasonable opinion of the Landlord acceptable security for those payments and obligations is provided);
 - (b) the Landlord may give consent to an assignment subject to a condition that the Tenant enters into an authorised guarantee agreement no later than the date of the instrument of the proposed assignment providing for a guarantee of all the obligations of the proposed assignee under this lease from the date of the proposed assignment until the proposed assignee is released by virtue of the Landlord and Tenant (Covenants) Act 1995, and which provides for all the matters permitted by s 16(5) of that Act and is otherwise in accordance with s 16 of that Act and in form reasonably required by the Landlord.
 - 18.2.3 Clause 18.2.2 does not limit the right of the Landlord to refuse consent to an assignment on any other reasonable ground or to impose any other reasonable condition to its consent.

18.3 Underletting

- 18.3.1 The Tenant must not underlet or agree to underlet any part of the Property (as distinct from the whole).
- 18.3.2 The Tenant must not underlet the whole of the Property, except in accordance with the remainder of this clause 18.3 and then only with the consent of the Landlord.
- 18.3.3 The Tenant must not underlet the Property without first obtaining from the undertenant a covenant by the undertenant with the Landlord to comply:
- (a) with the terms of this lease on the part of the Tenant other than as to the payment of the Rent or other sums reserved as rent by this lease; and
 - (b) with the obligations on the undertenant in the underlease throughout the term of the underlease or until the undertenant is released by virtue of the Landlord and Tenant (Covenants) Act 1995, if sooner.
- 18.3.4 Any underlease must be granted at a rent which is not less than the then full open market rental value of the Property and without a fine or premium (save in respect of any rent-free period which may be negotiated in the open market between a willing landlord and a willing tenant) and with the underlease rent payable not more than one quarter in advance.
- 18.3.5 The Tenant must not grant an underlease without first entering into an enforceable agreement excluding ss 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 from the tenancy to be created by the underlease.
- 18.3.6 Any underlease must contain the following terms:
- (a) (where the term of the underlease extends beyond a Review Date) a provision for the review of the rent in the same terms and on the same dates as the review of the Rent in this lease;
 - (b) an obligation on the undertenant not to deal with or dispose of its interest in the underlease, or part with possession of the whole or part of that interest or permit any other person to occupy the Property except by way of an assignment of the whole of its interest in the Property, which may only be made with the Landlord's consent; and
 - (c) agreements between the Tenant and the undertenant in the same terms as clause 18.2.2 and a further agreement between the Tenant and the undertenant expressed to be for the purposes of s 19(1A) of the Landlord and Tenant Act 1927 that the Tenant may give its consent to an assignment of the underlease subject to a condition that the proposed assignee of the underlease enters into a covenant with the Landlord with effect from the date of the instrument of the assignment of the underlease in the terms of the covenant required from the undertenant by clause 18.3.3 and must otherwise be consistent with the terms of this lease.
- 18.3.7 The Tenant must ensure that the rent in any underlease is reviewed in accordance with the underlease and must not agree the level of any reviewed rent with an undertenant without the consent of the Landlord and, where the underlease provides for third party determination of the rent, the Tenant must not without the consent of the Landlord:
- (a) agree any appointment of such third party; or
 - (b) agree whether the third party should act as an arbitrator or expert, and the Tenant must incorporate into its representations to the third party any reasonable representations required by the Landlord and must give, within [28] days of determination, notice to the Landlord of the revised rent.
- 18.3.8 The Tenant must enforce the obligations of the undertenant in any underlease and exercise its rights under the agreements made between it and the undertenant for the purposes of s 19(1A) of the Landlord and Tenant Act 1927.
- 18.3.9 The Tenant must not vary nor give or enter into any side letter or collateral agreement in respect of the terms any underlease.

18.3.10 The Tenant must not without the consent of the Landlord accept or agree to accept a surrender of, nor forfeit any underlease.

18.4 Charging

The Tenant must not charge or agree to charge any part of the Property (as distinct from the whole) and must not charge or agree to charge the whole of the Property without the consent of the Landlord.

18.5 Declaration of trust

The Tenant must not execute any declaration of trust of the whole or any part of its interest in the Property or this lease.

18.6 Group sharing of occupation

The Tenant may share occupation of the Property with a Group Company if and so long as that entity remains a Group Company and no relationship of landlord and tenant is created between the Tenant and that other member. The Tenant must keep the Landlord informed of the identities of all occupiers and of the basis upon which they are occupying the Property.

18.7 Registration of dealings

Within one month of any dealing with, or devolution of, the Property or this lease or of any interest created out of them or it, the Tenant must give the Landlord written notice of that dealing or devolution together with a certified copy of any document effecting or evidencing it (and a certified copy for any superior landlord). A registration fee of £50+vat will be payable to the Landlord and the Tenant must pay the reasonable registration fee of any superior landlord.

19 Legal requirements and regulations

The Tenant must:

- 19.1 observe and comply with all Legislation affecting the Property, its use and occupation and the health and safety of persons working at or visiting it, whether the Legislation requires the owner, landlord, tenant or occupier to comply and to indemnify and keep indemnified the Landlord both during and after the end of the Term in respect of any liability incurred or suffered by the Landlord arising from any non-observance or non-compliance;
- 19.2 observe and comply with any regulations concerning the Property reasonably made by the Landlord and communicated to the Tenant in writing;
- 19.3 give the Landlord written notice of any defect in the Property which may make the Landlord liable to do, or not to do, any act to comply with the duty of care imposed by the Defective Premises Act 1972, and display any notices at the Property needed to enable the Landlord to comply with that Act;
- 19.4 at the end of the Term pay to the Landlord a fair proportion of any compensation which the Tenant has received or which is receivable by the Tenant because of any restriction placed on the use of the Property under any Legislation;
- 19.5 give the Landlord a copy of any notice received by the Tenant, relating to the Property or any occupier of it, or to the Landlord's interest in it, upon having received it and take any steps which the Landlord reasonably requires in connection with such notice;
- 19.6 not apply for planning permission without the consent of the Landlord, and pay any charge imposed under Legislation relating to town and country planning in respect of the use of the Property, or any works carried out at the Property; and
- 19.7 not give any notice or counter-notice under the Party Wall etc Act 1996 without the consent of the Landlord.

20 Forfeiture

The Landlord is entitled to re-enter the Property and forfeit this lease immediately if:

- 20.1 the Rent or any other payment under this lease is more than 14 days overdue;

- 20.2 the Tenant is in breach of any of its obligations in this lease;
 - 20.3 an Event of Insolvency occurs in relation to the Tenant or the Guarantor;
 - 20.4 the Tenant or Guarantor is struck off the register of companies.
- 21 Guarantor's covenant**
- 21.1 The Guarantor covenants with the Landlord:
- 21.1.1 that the Tenant will pay the Rent and all other sums due under this lease and comply with all the Tenant's obligations in this lease and in any authorised guarantee agreement given by the Tenant in relation to this lease. In any case of default by the Tenant the Guarantor will pay the Rent and all other sums due under this lease and comply with those obligations, and will on demand make good to the Landlord on a full indemnity basis all liability incurred or suffered by the Landlord as a result of that default;
 - 21.1.2 that it will join in and be bound by any documents supplemental to or collateral with this lease made by the Landlord and Tenant at any time before an assignment of this lease by the Tenant;
 - 21.1.3 that if this lease is disclaimed or forfeited or if the Tenant is struck off the register of companies and if within three calendar months of that disclaimer, forfeiture or striking off the Landlord serves notice in writing on the Guarantor requiring it to do so the Guarantor must, at its own cost, accept (and execute and deliver a counterpart of) a lease of the Property for a term commencing on the date of disclaimer or forfeiture of this lease or the date on which the Tenant is struck off the register of companies and expiring on the date when this lease would have expired had it not been disclaimed or forfeited or the tenant struck off, at the same Rent and other sums as would have been payable under this lease but for the disclaimer, forfeiture or striking off and on the same covenants and conditions in this lease;
 - 21.1.4 if the Landlord does not require the Guarantor to take a new lease, then the Guarantor must on demand pay to the Landlord a sum equal to the Rent and other sums that would have been payable under this lease but for the disclaimer or forfeiture from and including the date of disclaimer or forfeiture for the period of *six months* or if sooner the date on which the Property is re-let at full open market rent or the end of the Term.
- 21.2 As between the Landlord and the Guarantor the Guarantor is a principal debtor and not merely a surety.
- 21.3 The Guarantor's liability will not be reduced or discharged by any of the following:
- 21.3.1 any time, indulgence or concession granted by the Landlord to the Tenant or to any other person who is liable;
 - 21.3.2 the Landlord dealing with, varying or failing to perfect or enforce any of its rights or remedies against the Tenant or any other person who is liable;
 - 21.3.3 the existence of or dealing with, varying or failing to perfect or enforce any security which may be or become available to the Landlord;
 - 21.3.4 any act or neglect of the Landlord by which the benefit of any security or any right or remedy against any person who is liable is released, lost or diminished;
 - 21.3.5 any variation of, addition to or reduction from the terms of this lease whether or not the same confers or imposes only a personal right or obligation;
 - 21.3.6 any right to set off (whether legal or equitable), counterclaim or deduction which may have accrued to the Tenant or the Guarantor;
 - 21.3.7 any non-acceptance of the Rent or other sums due under this lease, in circumstances in which the Landlord has reason to suspect a breach of the Tenant's obligations under this lease;
 - 21.3.8 any waiver by the Landlord of any right to forfeit this lease;

- 21.3.9 a surrender of part of the Property, except that the Guarantor will have no liability in relation to the surrendered part in respect of any period after the date of the surrender;
- 21.3.10 death, incapacity, disability or change in the constitution, status, or name of the Tenant, the Guarantor or of any other person who is liable or of the Landlord;
- 21.3.11 any amalgamation or merger by the Landlord or the Tenant with any other person, any restructuring or the acquisition of the whole or any part of the assets or undertaking of the Landlord or the Tenant by any other person;
- 21.3.12 the Tenant or any other person who is liable entering into any arrangement or composition with any of its creditors (whether or not such arrangement or composition binds or is expressed to bind the Landlord); and
- 21.3.13 the appointment of any liquidator, trustee in bankruptcy, administrator, receiver, or receiver and manager or any similar officer to, over or in relation to any of the assets or undertaking of the Tenant;
- 21.3.14 the fact that any other person or entity comprising the Guarantor or intended to comprise the Guarantor has not executed this lease or is not bound by the guarantee in this clause 21.

22 Replacement guarantor

22.1 In this clause 'Guarantor Replacement Event' means:

- 22.1.1 the death of the Guarantor;
- 22.1.2 an Event of Insolvency occurs in relation to the Guarantor.

22.2 The Tenant must give written notice to the Landlord within seven days after becoming aware of a Guarantor Replacement Event. If the Landlord responds by giving notice requiring a replacement the Tenant must within 28 days of receiving notice from the Landlord procure some other person reasonably acceptable to the Landlord to execute a replacement guarantee in the form executed by the Guarantor in respect of whom the Guarantor Replacement Event has occurred. If no suitable replacement guarantee is provided then the Landlord may instead require the Tenant to provide suitable additional security.

23 Miscellaneous

23.1 Notices

- 23.1.1 Section 196 of the Law of Property Act 1925 applies to all notices served under this lease but its provisions are extended so that any notice or demand in connection with this lease may be sent by first class post and if sent from within the UK properly stamped and correctly addressed will be conclusively treated as having been delivered two working days after posting.
- 23.1.2 The Tenant must give the Landlord verbal notice of any matter affecting the Property where emergency action is needed as well as written notice.

23.2 Landlord's right to remedy default by the Tenant

If the Tenant fails to comply with any of its obligations in this lease, the Landlord may give the Tenant written notice of that failure, and the Tenant must remedy it (if capable of remedy) within a reasonable period specified by the Landlord, having regard to the nature of the breach (as determined by the Landlord's Surveyor). If the Tenant fails to do this the Landlord may enter the Property and carry out any works or do anything else which may be needed to remedy the Tenant's failure to comply with its obligations under this lease, and any costs incurred by the Landlord will be a debt due from the Tenant and payable on demand and may be recovered by the Landlord as if it were additional rent.

23.3 Tenant to provide information

The Tenant must give the Landlord any information or documents which the Landlord reasonably requests to show that the Tenant is complying with its obligations in this lease and shall give the

Landlord written notice of any matter in connection with the Property which may make the Landlord liable to any third party.

23.4 Tenant's acknowledgement

The Tenant acknowledges that it has not entered into this lease in reliance on any representation made by or on behalf of the Landlord except any statements or representations expressly made in this lease and any written replies to enquiries given before the grant of this lease by the Landlord's solicitors.

23.5 Qualification of the Landlord's liability

The Landlord (and anyone with its express or implied authority) will not be liable to the Tenant or any other person for:

23.5.1 death or injury or any damage to person or property arising or incurred from any act or omission by the Landlord or by any other tenant or occupier of the Property or from the state and condition of the Property or any Adjoining Property or from the exercise or purported exercise of the rights granted by this lease, to the extent the law allows;

23.5.2 any interruption to the supply of Utilities to the Property;

23.5.3 any accidental damage to the Property or to any property of the Tenant or any other person; or

23.5.4 any failure to perform any obligation in this lease, unless the Tenant has given the Landlord written notice of the facts giving rise to that failure and allowed the Landlord a reasonable time to remedy the matter.

23.6 Removal of goods

The Tenant must remove all its fittings, goods and other possessions at the end of the Term and the Landlord may dispose of any such items left at the Property more than two weeks after the end of the Term as the Landlord sees fit.

23.7 Third parties

Unless expressly stated nothing in this lease will create any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.

23.8 Break clause

23.8.1 The provision to Break Clause is available exclusively to AJANTHINI ARULARAJAH and GEETHANJALI ARULARAJAH only but not to any successive Tenant.

23.8.2 The Tenant may terminate this lease immediately by serving a Break Notice on the Landlord, if the conditions mention in clause 4 of the Agreement dated 03rd May 2017 between the Landlord and Tenant are met

23.8.3 Effect of Break Clause : Subject to clause 23.9.1, following service of a Break Notice this lease shall terminate on the Break Date.

23.8.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease

23.9 Compensation on vacating

Any statutory right of the Tenant to claim compensation on vacating the Property is excluded to the extent the law allows.

23.10 No warranty as to use

Nothing in this lease is to imply or warrant that the Property may be lawfully used or is physically suitable for the Permitted Use or the rights granted under this lease.

23.11 Registration of the lease

23.11.1 If this lease should be registered at the Land Registry, the Tenant will as soon as reasonably practicable and at its own expense apply to the Land Registry to make all entries necessary to give effect to this lease and the Landlord confirms its consent to that application being made.

23.11.2 The Tenant will provide the Landlord with a certified copy of an official copy of the Tenant's registered title to the lease as soon as this is available from the Land Registry.

23.12 Tenant's indemnity

The Tenant must keep the Landlord fully indemnified against all liability arising out of any act, omission or negligence of the Tenant or any person at the Property with the Tenant's express or implied authority and under his control or any breach or non-observance by the Tenant of the covenants and conditions contained in this lease or any matters relating to the Property which are subsisting and capable of taking effect.

23.13 Exclusion of liability following sale of the reversion

The Landlord covenants to observe and perform the obligations on its part contained in this lease, but not so as to be liable after the Landlord has disposed of its interest in the immediate reversion to this lease and the Tenant hereby releases the Landlord from time to time from any breach or non-observance or non-performance on and from the date of any such disposition.

23.14 Governing law and jurisdiction

23.14.1 This lease and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

23.14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this lease, its subject matter or formation (including non-contractual disputes or claims).

23.15 Severance

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

23.15.2 If any provision of this lease (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions as may be necessary to make the provision legal, valid and enforceable.

This lease has today been duly EXECUTED AND DELIVERED AS A DEED

Executed as a Deed by NARESH KUMAR and PARAMJIT)
KAUR

In the presence of

Witness signature:)

Name (in BLOCK CAPITALS):

Address:

Occupation:

Executed as a Deed by AJANTHINI ARULARAJAH and
GEETHANJALI ARULARAJAH

) [REDACTED]

) [REDACTED]

In the presence of

Witness signature:

) [REDACTED]

Name (in BLOCK CAPITALS):

[REDACTED]

Address:

[REDACTED]

Occupation:

MANAGER ROYAL MAIL

DATED 03rd May 2017

Formula B
Time - 15.30
Date - 3 May 2017

NARESH KUMAR (1)
PARAMJIT KAUR (2)

and

AJANTHINI ARULARAJAH (1)
GEETHANJALI ARULARAJAH (2)

A G R E E M E N T



GLEN SOLICITORS
139 Little Ealing Lane
London - W5 4EJ
T / 00702 / 17

Formula B

THIS AGREEMENT is dated

3rd May

2017

PARTIES

- (1) NARESH KUMAR and PARAMJIT KAUR, of [REDACTED] (Landlord).
- (2) AJANTHINI ARULARAJAH and GEETHANJALI ARULARAJAH of [REDACTED] (Tenant).

BACKGROUND

- (A) The Landlord owns the freehold of the property at 171 Queens Road, London SE15 2ND ('Property') and carries on the business of Grocery, Off Licence under the name of BEST FOOD & WINE ('Business') from the same Property.
- (B) The Landlord has agreed to sell the business and grant the Tenant a lease of the property on the terms contained in this agreement.
- (C) The lease will contain an agreement between the Landlord and the Tenant that the provisions of sections 24-28 of the Landlord and Tenant Act 1954 will be excluded in relation to the tenancy to be created by the lease.

AGREED TERMS**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Base Rate: the base rate from time to time of Barclays Bank PLC.

Business: the business of Convenience Store and Off Licence carried on by the Landlord at the Property as at the Completion Date

Completion Date: [3rd May 17].

Condition: any one of the Part 1 Conditions.

Contract Rate: interest at 4% above the Base Rate

Fixture & Fittings: all fixtures, fittings and equipment belonging to Landlord at the Property associated with the Business as specified in the inventory annexed to this Agreement

Goodwill: the goodwill of Landlord in connection with the Business under the name of "BEST FOOD AND WINE"

Landlord's Conveyancer: Glen Solicitors Ltd, 139 Little Ealing Lane, London W54 EJ (Ref: T/00702/17) or any other conveyancer whose details have been given by notice from time to time by the Tenant to the Landlord.

Lease: the lease in the agreed form of the draft annexed to this agreement.

LTA 1954: Landlord and Tenant Act 1954.

Part 1 Conditions: the conditions in Part 1 of the Standard Commercial Property Conditions (Second Edition).

Part 2 Conditions: the conditions in Part 2 of the Standard Commercial Property Conditions (Second Edition).

Property: the property known as 171 Queens Road, London SE15 2ND as more particularly defined in the Lease.

Premises Licence: the licence relating to the Property held by the Landlord pursuant to the Licensing Act 2003

Premises Licence transfer consent: the agreed form of document attached marked "A"

Purchase Price: means £40,000 (Forty thousand pounds)

Rent: the initial rent of £19,240 per annum (subject to review) exclusive of VAT.

Rent Commencement Date: the date one month after the Term Commencement Date.

Stock: means the stock of the Business including all wet stock, dry stock, cleaning materials, fuel, and glassware, new materials, work in progress and finished goods owned by the Landlord at the Completion Date and excludes out of date, obsolete or unusable stock.

Tenant's Conveyancer: Rivington Solicitors, Block B, Unit 202.6, The Biscuit Factory, 100 Clements Road, London SE16 4DG (Ref: SG) or any other conveyancer whose details have been given by notice from time to time by the Tenant to the Landlord.

Term: twenty years beginning on the Term Commencement Date.

Term Commencement Date: the Completion Date.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax and email.
- 1.10 References to a document in **agreed form** are to that document in the form agreed by the parties.
- 1.11 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.12 Unless the context otherwise requires, references to clauses and Annexes are to the clauses and Annexes of this agreement.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.15 Unless this agreement otherwise expressly provides, a reference to the **Property** is to the whole and any part of the Property.
- 1.16 Any reference to the Landlord's consent or approval being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs.

1.17 **Landlord** includes the Landlord's successors in title and any other person who is or becomes entitled to the reversion (whether immediate or not) expectant on the term to be created by the Lease.

1.18 **Tenant** does not include the Tenant's successors in title.

2. AGREEMENT FOR LEASE

2.1 In consideration of the Tenant's obligations under this agreement, the Landlord will grant to the Tenant and the Tenant will accept from the Landlord the Lease on the terms set out in this agreement. No purchase price, premium or deposit is payable.

2.2 The Tenant cannot require the Landlord to grant the Lease to any person other than the Tenant.

2.3 The Tenant cannot assign, sublet, charge, or otherwise share or part with the benefit of this agreement whether in relation to the whole or any part of the Property.

3. CONDITIONS

3.1 The Part 1 Conditions are incorporated in this agreement, in so far as they:

- (a) are applicable to the grant of a lease;
- (b) are not inconsistent with the other clauses in this agreement; and
- (c) have not been modified or excluded by any of the other clauses in this agreement.

3.2 The Part 2 Conditions are not incorporated in this agreement.

3.3 Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this agreement.

3.4 Condition 8.7 is amended to read: "The Tenant is to pay the money due on completion to the Landlord's Conveyancer by a method that gives immediately available funds".

3.5 Condition 9.1.1 is varied to read "If any plan or statement in the agreement or in written replies which the Landlord's Conveyancer has given to any written enquiries raised by the Tenant's Conveyancer before the date of the

agreement is or was misleading or inaccurate due to an error or omission, the remedies available are as follows."

3.6 The following Part 1 Conditions do not apply to this agreement:

- (a) Conditions 1.1.4(a), 1.2, 1.3, 1.4 and 1.5;
- (b) Condition 2.2;
- (c) Conditions 3.1.1, 3.1.2, 3.1.3 and 3.3;
- (d) Conditions 6.1, 6.2, 6.3, 6.4.2 and 6.6.2;
- (e) Conditions 7.1.2, 7.1.3 and 7.1.4(b);
- (f) Condition 9.3; and
- (g) Conditions 10.2.4 and 10.3.

4. SPECIAL CONDITION

The parties agree that

The Tenant will be entitled to terminate the Lease immediately by serving a Break Notice on the Landlord, if the following conditions are met

- a) As a result of Premises Licence review hearing of 04th May 2017 (Southwark Council reference L1U 858025) the Southwark Council withdraw, cancel or impose conditions not acceptable to the Tenant
- b) The Break Notice is served within 15 (fifteen) days of the above mention Southwark Council decision
- c) The Tenant gives vacant possession of the whole of the Property on Break Date

5. CONDITION OF THE PROPERTY

- 5.1 The Tenant acknowledges that, prior to the date of this agreement, the Landlord has given the Tenant and those authorised by the Tenant, the opportunity to inspect, survey and carry out investigations as to the condition of the Property and the Tenant accepts the condition of the Property.
- 5.2 No representation or warranty is given by the Landlord that the Property may lawfully be used for the use permitted by the Lease and the Tenant confirms that it has made all necessary enquiries to satisfy itself on this point.

- 5.3 The Tenant will not be entitled to refuse to complete or to delay completion of the grant of the Lease due to any event occurring after the date of this agreement that results in:
- (a) any damage to the Property or any part of it;
 - (b) any damage to the means of access to the Property; or
 - (c) any deterioration in the Property's condition.

6. VACANT POSSESSION

- 6.1 The Landlord will give the Tenant vacant possession of the Property on completion of the grant of the Lease.
- 6.2 The Tenant is not entitled to and will not be permitted to take occupation or possession of the Property or of any part of it prior to completion of the grant of the Lease and this agreement does not operate as a demise.

7. DEDUCING TITLE

- 7.1 The Landlord's freehold title to the Property has been deduced to the Tenant's Conveyancer before the date of this agreement.
- 7.2 The Tenant is deemed to have full knowledge of the Landlord's title and is not entitled to raise any enquiry, objection, enquiry or requisition in relation to it.

8. TITLE GUARANTEE

The Landlord will grant the Lease with full title guarantee.

9. MATTERS AFFECTING THE PROPERTY

- 9.1 The Landlord will grant the Lease to the Tenant free from encumbrances other than:
- (a) any matters, other than financial charges, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 02nd May 2017 under title number TGL165655;
 - (b) all matters contained or referred to in the Lease;
 - (c) any matters discoverable by inspection of the Property before the date of this agreement;
 - (d) any matters which the Landlord does not and could not reasonably know about;

- (e) any matters, other than financial charges, disclosed or which would have been disclosed by the searches and enquiries that a prudent tenant would have made before entering into this agreement;
- (f) public requirements; and
- (g) any matters which are, or (where the Lease will not be registered) would be, unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002.

9.2 The Tenant is deemed to have full knowledge of the matters referred to in clause 9.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

10. AGREEMENT FOR SALE

10.1 The Landlord will sell and the Tenant will buy the Goodwill of the Business and the Chattels for the Purchase Price on the Completion Date

10.2 The Purchase Price is apportioned as follows:

Goodwill :	£38,000
Fixture & Fittings :	£2000

The Property is sold with vacant possession on actual completion and the Landlord will leave the Chattels in situ.

10.3 The Landlord shall sign the Premises Licence Transfer Consent and deliver the signed document to the Tenant direct on or after completion.

10.4 The Tenant will be entitled for refund of Purchase Price if condition mention in above Clause 4 are met and the Tenant serve Break Notice on the Landlord.

10.5 The Purchase Price will be held by the Tenant Solicitors as stakeholder from completion date unto 16th (sixteenth day) of result of Premises Licence review hearing of 04th May 2017 (Southwark Council reference L1U 858025). Subject to clause 10.4, thereafter it will be transferred to Landlord's conveyancer on demand immediately.

11. STOCK

11.1 The Landlord shall procure that upon Completion the value of the Stock is determined by a stocktake which will be carried out by the parties such valuation being final with the exception of manifest error.

11.2 The value of the Stock as determined as above shall be reduced by the amount of any pre-payments or deposits relating to Stock received by the Landlord.

11.3 The Stock shall be paid for by the Tenant to the Landlord on the day of the said valuation.

12. BUSINESS LIABILITIES

12.1 Until the date of Completion the Landlord will continue to carry on the said Business upon the Property in the same manner as hereinbefore for its own benefit at its own risk and the Landlord will not do nothing which will jeopardise or diminish the Goodwill or the value of the Assets in any way and if for any reason the purchase shall not be completed on the due date the Landlord shall continue to so carry on the business.

12.2 All profits and receipts of the Business and all losses and outgoings in respect thereof up to the date of actual Completion shall belong to and be paid and discharged by the Landlord and from and after the date of actual Completion all profits and receipts of the Business and losses and outgoings in respect thereof shall belong to and be paid and discharged by the Tenant .

12.3 The Landlord shall be responsible for an indemnify the Tenant against all expenses and liabilities whatsoever and relating the Business insofar as they relate to any period up to and including Completion and the Tenant shall indemnify the Landlord against all expenses and liabilities whatsoever relating to the Business insofar as the same relate to any period after Completion (provided the Landlord has not dealt with any such issue or caused the Tenant 's ability to resolve any such issue to be prejudiced beyond that as revealed to the Tenant at or before the date hereof);

12.4 Save as otherwise herein expressed provided any outgoings expenses and liabilities which relate to an period partly before and partly after Completion shall be apportioned in accordance with the respective liabilities of the Landlord and the Tenant under the preceding sub-clause and such apportionments shall insofar as practicable be computed and dealt with upon Completion and insofar as not so practicable shall be computed as soon as practicable after Completion and the amount of any adjustment payments made upon the amount thereof being computed.

12.5 The Landlord shall use its reasonable endeavours only at the Tenant 's request and expense to secure the transfer of any beneficial contracts to the Business in favour of the Tenant and the introduction of the Tenant to the

customers and suppliers of the said Business to the extent that the Tenant shall have the full advantage and benefit so far as may be of the Business.

- 12.6 All books of account and of reference to customer and other documents of the Business shall be retained by the Landlord at Completion but the Tenant shall be entitled for the period of six months from the date of actual Completion to such access to such books and documents as it may reasonably require for any purpose whatsoever concerning the Business.
- 12.7 The Landlord hereby declares that all onerous agreements entered into by it in connection with the Business and all liabilities and all lawsuits threatened or pending against it in connection therewith if any have been duly disclosed to the Tenant and the Landlord has no knowledge of anything which in its opinion might form the basis for any claim or demand or any dispute (and no circumstances exist which might give rise to such a claim, demand or dispute) and that no notice under any Act of Parliament statutory instrument government regulation or local byelaw has been served on it other than may be disclosed in writing by the Landlord's Solicitors in replies to enquiries to the Tenant's Solicitors.
- 12.8 The Landlord hereby undertakes to indemnify and keep the Tenant indemnified from and against any and all losses including consequential losses costs including professional costs liabilities and expense which may arise in connection with the Business carried on by the Landlord up to and including the date of Completion.
- 13. VAT**
- 13.1 Each amount stated to be payable by the Tenant to the Landlord under or pursuant to this agreement is exclusive of VAT (if any).
- 13.2 If any VAT is chargeable on any supply made by the Landlord under or pursuant to this agreement, the Tenant will pay the Landlord an amount equal to that VAT as additional consideration on completion.
- 14. COMPLETION**
- 14.1 Completion of the Lease will take place on the Completion Date.
- 14.2 The term of the Lease shall commence on or including the Term Commencement Date.

14.3 The annual rent reserved under the Lease shall commence to be payable on the Rent Commencement Date.

14.4 If completion is delayed due to the Tenant's default or the Tenant fails to pay any sum due under this agreement in full on completion, the Tenant will pay interest in addition to damages for losses incurred by the Landlord as a result of the delayed completion. The interest will be payable at the Contract Rate on any unpaid amount for the period from the Completion Date to the date of actual payment.

15. ENTIRE AGREEMENT

15.1 This agreement and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

15.2 The Tenant acknowledges that in entering into this agreement and any documents annexed to it the Tenant does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:

- (a) set out in this agreement or the documents annexed to it; or
- (b) contained in any written replies that the Landlord's Conveyancer has given to any written enquiries raised by the Tenant's Conveyancer before the date of this agreement.

15.3 Nothing in this clause shall limit or exclude any liability for fraud.

16. JOINT AND SEVERAL LIABILITY

Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this agreement. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

17. NOTICES

17.1 Any notice given under this agreement must be in writing and signed by or on behalf of the party giving it.

17.2 Any notice or document to be given or delivered under this agreement:

- (a) delivered by hand; or
 - (b) sent by pre-paid first class post or other next working day delivery service.
- 17.3 Any notice or document to be given or delivered under this agreement must be sent to the relevant party Conveyancer:
- or as otherwise specified by the relevant party by notice in writing to each other party.
- 17.4 Any change of the details in clause 17.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:
- (a) the date, if any, specified in the notice as the effective date for the change; or
 - (b) the date five working days after deemed receipt of the notice.
- 17.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 17.6 Any notice or document given or delivered in accordance with clause 17.1, clause 17.2 and clause 17.3 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; or
 - (b) if sent by pre-paid first class post or other next working day delivery service, at [9.00] am on the [second] working day after posting.
- 17.7 In proving delivery of a notice or document, it will be sufficient to prove that:
- (a) a delivery receipt was signed or that the notice or document was left at the address; or
 - (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service.
- 17.8 A notice or document given or delivered under this agreement shall not be validly given or delivered if sent by email.

17.9 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

19. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by NARESH KUMAR (1)
PARAMJIT KAUR (2)

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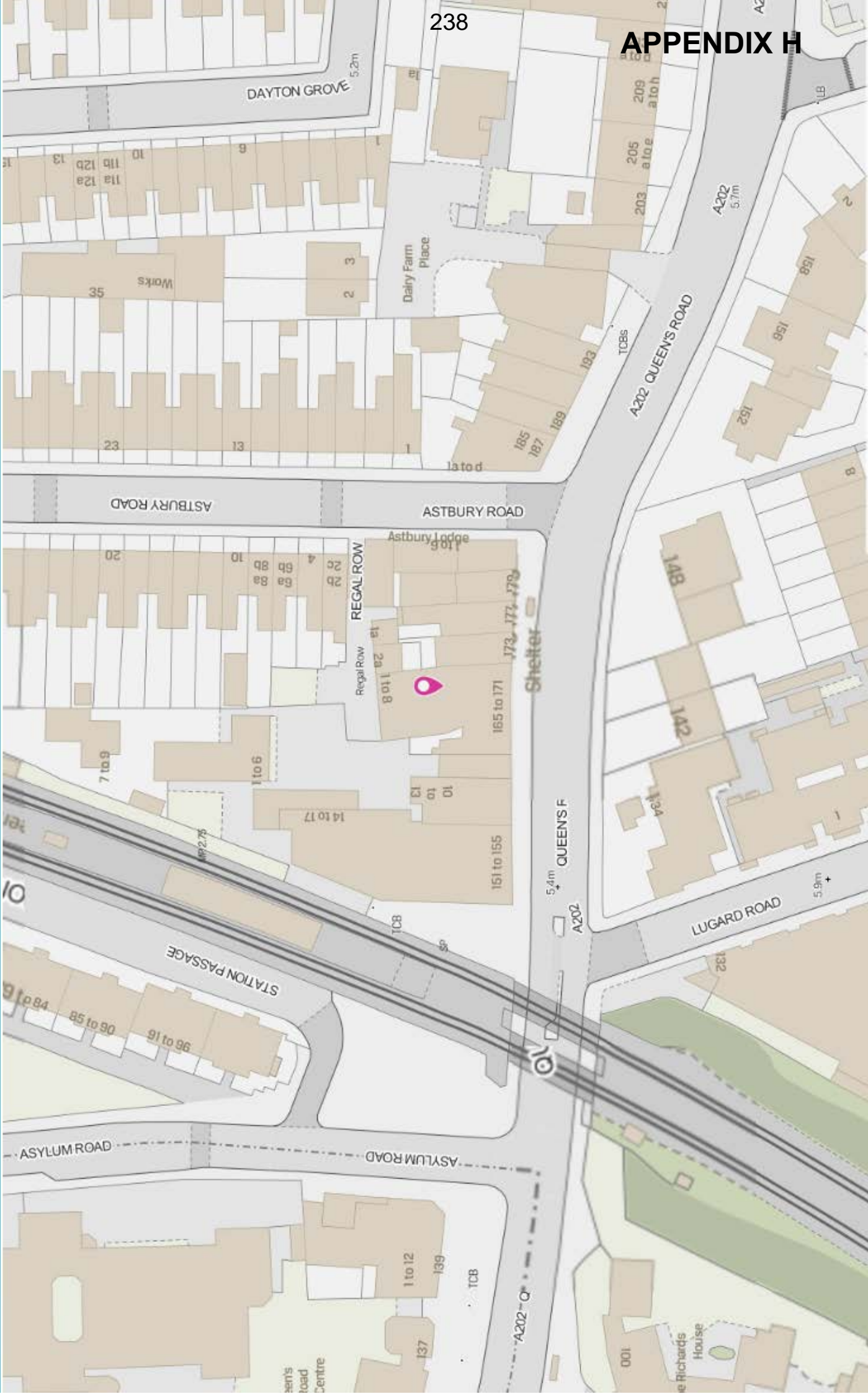
Signed by AJANTHINI
ARULARAJAH (1)
GEETHANJALI ARULARAJAH (2)

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Annex A. Agreed form of Lease

Annex B. Inventory



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APPENDIX H



LICENSING SUB-COMMITTEE DISTRIBUTION LIST (OPEN) MUNICIPAL YEAR 2017-18

NOTE: Original held by Constitutional Team; all amendments/queries to Andrew Weir - Tel: 020 7525 7222

Name	No of copies	Name	No of copies
Members		Officers	
Councillor Renata Hamvas (Chair)	1	Debra Allday, legal team	1
Councillor Linforth-Hall	1	Andrew Heron, licensing team	1
Councillor Lorraine Lauder MBE	1	Wesley Mcarthur, licensing team	1
Reserve		Jayne Tear, licensing team	1
Councillor Sandra Rhule	By email	Carolyn Sharpe, public health team	
		Andrew Weir (spares)	6
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