

## Licensing Sub-Committee

Tuesday 31 October 2023

10.00 am

Ground Floor Meeting Room G01C - 160 Tooley Street, London SE1 2QH

### Membership

Councillor Renata Hamvas (Chair)  
Councillor Sabina Emmanuel  
Councillor Charlie Smith

### Reserves

Councillor Kath Whittam

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### INFORMATION FOR MEMBERS OF THE PUBLIC

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#### Contact

Andrew Weir by email: [andrew.weir@southwark.gov.uk](mailto:andrew.weir@southwark.gov.uk)

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Members of the committee are summoned to attend this meeting

**Althea Loderick**

Chief Executive

Date: 23 October 2023



## Licensing Sub-Committee

Tuesday 31 October 2023  
10.00 am

Ground Floor Meeting Room G01C - 160 Tooley Street, London SE1 2QH

### Order of Business

Item No.	Title	Page No.
	<b>PART A - OPEN BUSINESS</b>	
1.	<b>APOLOGIES</b>	
	To receive any apologies for absence.	
2.	<b>CONFIRMATION OF VOTING MEMBERS</b>	
	A representative of each political group will confirm the voting members of the committee.	
3.	<b>NOTIFICATION OF ANY ITEMS OF BUSINESS WHICH THE CHAIR DEEMS URGENT</b>	
	In special circumstances, an item of business may be added to an agenda within five clear days of the meeting.	
4.	<b>DISCLOSURE OF INTERESTS AND DISPENSATIONS</b>	
	Members to declare any interests and dispensation in respect of any item of business to be considered at this meeting.	
5.	<b>LICENSING ACT 2003: PECKHAM FOOD AND WINE, 176 PECKHAM HIGH STREET, LONDON SE15 5EG</b>	1 - 101
6.	<b>LICENSING ACT 2003: WAZOBIA RESTAURANT, 670 OLD KENT ROAD, LONDON SE15 1JF</b>	102 - 405

**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: 23 October 2023

# Agenda Item 5

<b>Item No.</b> 5.	<b>Classification:</b> Open	<b>Date:</b> 31 October 2023	<b>Meeting Name:</b> Licensing Sub-Committee
<b>Report Title</b>		Licensing Act 2003: Peckham Food and Wine, 176 Peckham High Street, London SE15 5EG	
<b>Ward(s) of group(s) affected</b>		Rye Lane	
<b>From</b>		Strategic Director of Environment, Neighbourhoods and Growth	

## RECOMMENDATION

1. That the licensing sub-committee considers an application made by Muhammad Baloch to vary the premises licence granted under the Licensing Act 2003 in respect of the premises known as the Peckham Food and Wine, 176 Peckham High Street, London SE15 5EG.
2. Notes:
  - a) The application seeks to vary the premises licence held in respect of the premises known as the Peckham Food and Wine, 176 Peckham High Street, London SE15 5EG of the Licensing Act 2003. Existing permitted licensable activities are not under consideration at this meeting. The variation application is subject to representations submitted by two responsible authorities and is therefore referred to the licensing sub-committee for determination.
  - b) Paragraphs 8 to 10 of this report provide a summary of the current premises licence issued in respect of the premises. A copy of the current premises licence is attached as Appendix A.
  - c) Paragraphs 13 to 14 of this report provide a summary of the application. A copy of the application is attached to this report as Appendix B.
  - d) Paragraphs 16 to 21 of this report deal with the representations submitted in respect of the application. Copies of the representations are attached to this report as Appendices D. A map showing the location of the premises is attached to this report as Appendix F.
  - e) 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 procedure, 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 current premises licence**

8. The current premises licence was issued on 17 May 2022 to Muhammad Baloch after being determined by the licensing sub-committee. The decision was to change the start time for the sale of alcohol from 07:00 to 09:00 and impose 8 conditions in addition to the conditions in the application operating schedule.

9. The hours on the current licence are:
  - The sale by retail of alcohol (off the premises):
    - Monday to Sunday: 09:00 to 23:00
  - Opening hours:
    - Monday to Sunday: 07:00 to 23:00.
10. The designated premises supervisor (DPS) is Naseem Baluch.
11. A copy of the current premises licence is attached as Appendix A.
12. A copy of the notice of decision dated 17 May 2022 is attached as Appendix B.

### **The variation application**

13. On 21 August 2023 Muhammad Baloch applied to this council to vary the premises licence granted under the Licensing Act 2003 in respect of the premises known as Peckham Food and Wine, 176 Peckham High Street, London SE15 5EG.
14. The application is summarised as follows:

“To remove Asif Ali name from condition 843 so that it will read "That all previous management involved in the premises are excluded from the premises and take no part in the operation of the premises namely: Kiran Israr, Saeeda Yasmeen, Shazia Imran Islam and Mohammad Islam".

Furthermore, the current licence issued by the council has no conditions attached at Annex 2 and as part of this application the premises licence holder would be agreeable to this being corrected and the other conditions offered in the operating schedule when this application for a premises licence was made being added onto the licence.

All other hours, licensable activities and conditions on the licence to remain unchanged.”

15. A copy of the application is attached to this report as Appendix C.

### **Representations from responsible authorities**

16. Representations were received from the licensing authority in their role as responsible authority and trading standards.
17. The representation from the licensing authority states that by seeking to remove Asif Ali's name from the condition 843, the licensee is attempting to subvert the decision of the licensing sub-committee and employ a person who has previously been found unable to promote the licensing objectives. Secondly, that Mr. Ali has already been found to have been working at the premises after that time.

18. The trading standards representation carries similar concerns; that Mr Ali has continued to work at the premises, selling alcohol, despite the condition clearly not permitting that.
19. A copy of both representations submitted and the conditions agreed with the metropolitan police service are attached as Appendix D.

### **Representations from other persons**

20. There are no representations submitted by other persons.

### **Conciliation**

21. At the time of the writing of this report neither representation had been conciliated.

### **Premises licensing history**

22. On 6 August 2006 a premises licence was issued in respect of the premises to Muhammed Islam and Saima Shahzadi. The premises licence allowed for the sale of alcohol 24 hours a day and 24 hours a day opening hours.
23. On 15 June 2009 the licence was transferred to Kiran Israr. Kiran Israr was also specified as the designated premises supervisor (DPS) on this date.
24. On 19 June 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 Kiran Israr in respect of the premises known as Peckham Food and Wine, 176 Peckham High Street, London SE15 5EG.
25. On 27 June 2017 an application, to have immediate effect, was submitted to specify Aamir Ali as the DPS of the premises. The application was granted and issued on 27 June 2017. The licensee remained Kiran Israr.
26. A licensing sub-committee hearing to determine the review application submitted in respect of the premises on 19 June 2017 took place on 15 September 2017. At the hearing the licensing sub-committee decided to revoke the premises licence issued in respect of the premises.
27. On 4 September 2018 High Street Food Store Limited applied for a premises licence to allow the off-sales of alcohol at the premises between 09:00 and 23:00 daily. By 2 October 2018 representations had been received by this council's licensing responsible authority, this council's trading standards service and by the Metropolitan Police Service. The application was withdrawn on 3 October 2018. High Street Food Store Limited is now dissolved. Companies House records show that the director of High Street Food Store Limited was a Mr Ali Yasir.
28. On 25 April 2021 Mr. Abdul Aziz Umer applied to this council for the grant of a new premises licence in respect of Peckham Food and Wine, 176 Peckham High Street, London SE15 5EG. Representations were received from the police, trading

standards, environmental protection team and licensing responsible authorities. The application was refused as the applicant did not satisfactorily address cumulative impact.

29. On 20 December 2021 Muhammad Baloch applied for the grant of a new premises licence in respect of Peckham Food and Wine. Representations were received from the police, trading standards, environmental protection team and licensing responsible authorities.
30. The licensing sub-committee determined the application on 17 May 2022 and granted the application with an amendment to change the start time for the sale of alcohol from 07:00 to 09:00 and imposed eight conditions in addition to the conditions in the application operating schedule. This is the current premises licence.
31. On 8 December 2022 Muhammad Baloch applied for a new premises licence to be granted under the Licensing Act 2003 in respect of Peckham Food and Wine, receiving representations from the police, licensing and the environmental protection team. However, this was withdrawn on 10 May 2023.

### Warning letter

32. Following a number of visits by the police and licensing officers, a number of breaches were found. A warning letter was sent on 25 September 2022. If similar breaches are found in the future, it is the intention of the licensing authority to initiate a prosecution and/or a review of the licence. A copy of that letter is available in Appendix E.

### Temporary event notices

33. The applicant submitted four temporary event notices (TEN) each for multiple dates, two of which were rejected as they did not meet the statutory criteria, by either exceeding the number of days on one TEN or failed to leave 24 hours between TENS:

Applicant	Dates	Activities	Counter Notice
Naseem Baluch	20/12/2022 to 26/12/2022 from 23:00 to 09:00	Late TEN: Sale by retail of alcohol (off sales)	Rejected
Naseem Baluch	23/12/2022 to 25/12/2022 from 23:00 to 09:00	Late TEN: Sale by retail of alcohol (off sales)	No
Naseem Baluch	27/12/2022 to 02/01/2023 from 23:00 to 09:00	Sale by retail of alcohol (off sales)	No
Naseem Baluch	04/01/2023 to 11/01/2023 from 23:00 to 09:00	Sale by retail of alcohol (off sales)	Rejected



## Complaints

34. There are no recent complaints in relation to the premises.

## Map

35. A map showing the location of the premises is attached to this report as Appendix F. The map also shows similar premises in the locality (100 metres):

**Binder Off Licence, 149 Peckham High Street, London SE15 5SL**, licensed for:

- Sale by retail of alcohol to be consumed off the premises:
  - Monday to Sunday: 10:00 to 00:00
- Opening hours:
  - Monday to Sunday: 24 hours

**Peckham News, 133 Peckham High Street, London SE15 5SL**, licensed for:

- Sale by retail of alcohol to be consumed off the premises:
  - Monday to Sunday: 09:00 to 23:00
- Opening hours:
  - Monday to Sunday: 06:00 to 23:00

**Yesil Irmak, 107 Peckham High Street London SE15 5RS**, licensed for:

- Sale by retail of alcohol to be consumed off the premises:
  - Monday to Sunday: 09:00 to 23:00
- Opening hours:
  - Monday to Sunday: 06:00 to 23:00.

## Southwark Council statement of licensing policy

36. Council assembly approved Southwark's statement of licensing policy 2021-2026 on 25 November 2020 and it came into effect on 1 January 2021.

37. 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.
38. 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.
39. Members should take into consideration both the Southwark statement of licensing policy and the Section 182 Guidance when making decisions. The links for these are below:

Southwark policy:

<https://www.southwark.gov.uk/business/licences/business-premises-licensing/licensing-and-gambling-act-policy>

Section 182 Guidance:

<https://www.gov.uk/government/publications/explanatory-memorandum-revised-guidance-issued-under-s-182-of-licensing-act-2003>

### **Cumulative impact area (CIA)**

40. The premises are situated in the Peckham cumulative impact area which applies to the following types of premises:
- Night clubs, public houses and bars, off-licences, supermarkets, grocers, convenience stores and similar premises
41. The premises are situated in the Peckham major town centre, according to the council's statement of licensing policy.
42. Under the Southwark statement of licensing policy 2021 - 2026 the following closing times are recommended as appropriate within this area for premises operating as:
- Off-licences and alcohol sales in grocers and supermarkets:
    - Daily: 00:00.

### **Climate change implications**

43. Following council assembly on 14 July 2021, the council is committed to considering the climate change implications of any decisions.
44. Climate change is not a legal factor in the consideration of a grant of a premises license under the current licensing objectives, however members can make enquiries and request an agreement from applicants to promote the reduction of the impact of climate change that may be caused by the operation of the premises.
45. Examples of such agreements may be:
- Not use single use plastics, such as disposable plastic glasses, when selling alcohol at the premises.
  - Encourage patrons not to drive to venues by providing details of public transport on their webpages/tickets.
46. The council's climate change strategy is available at:
- <https://www.southwark.gov.uk/assets/attach/48607/Climate-Change-Strategy-July-2021-.pdf>

### **Community, equalities (including socio-economic) and health impacts**

#### **Community impact statement**

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

## **Equalities (including socio-economic) impact statement**

48. This report does not result in a policy decision and each application is required to be considered upon its own individual merits with all relevant matters taken into account. In considering the recommendations of this report, due regard must be given to the public sector equality duty set out in section 149 of the Equality Act 2010. This requires the Council to consider all individuals when carrying out its functions.
49. Importantly, the council must have due regard to the need to eliminate discrimination, harassment, victimisation, or other prohibited conduct; advance equality of opportunity and foster good relations between people who have protected characteristics and those who do not. The relevant protected characteristics are age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation. The public sector equality duty also applies to marriage and civil partnership, but only in relation to the need to eliminate discrimination, harassment, victimisation, or other prohibited conduct.
50. The equalities impact statement for licensing decisions is contained within the Southwark statement of licensing policy 2021 – 2026 at:

<https://www.southwark.gov.uk/business/licences/business-premises-licensing/licensing-and-gambling-act-policy>.

51. The equalities impact assessment is available at:

<https://moderngov.southwark.gov.uk/documents/s92016/Appendix%20F%20-%20Equalities%20Impact%20Assessment.pdf>

## **Health impact statement**

52. Health impacts cannot be considered by law when making decisions under the Licensing Act 2003.

## **Resource implications**

53. 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 B.

## **Consultation**

54. 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 at both the front and rear of the premises.

## **Community impact statement**

55. 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**

### **Assistant Chief Executive – Governance and Assurance**

56. The sub-committee is asked to determine the application for a premises licence under Section 17 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 sub-committee is asked to determine the application for a premises licence under section 17 of the Licensing Act 2003.

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

60. 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.

61. 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.

62. 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**

63. 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.
64. The four licensing objectives are:
- The prevention of crime and disorder
  - Public safety
  - The prevention of nuisance
  - The protection of children from harm.
65. 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.
66. 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.
67. 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**

68. 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**

69. 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.

70. 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**

71. 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.
72. 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.
73. 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.

74. 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.
75. 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.
76. The sub-committee can only consider matters within the application that have been raised through representations from other persons and responsible authorities. Interested parties must live in the vicinity of the premises. This will be decided on a case to case basis.
77. 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.
78. 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**

79. Members are required to have regard to the Home Office 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, Finance**

80. The head of regulatory services has confirmed that the costs of this process over and above the application fee are borne by the service.



**BACKGROUND DOCUMENTS**

<b>Background Papers</b>	<b>Held At</b>	<b>Contact</b>
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	Mrs Kirty Read Tel: 020 7525 5748

**APPENDICES**

<b>Name</b>	<b>Title</b>
Appendix A	The current premises licence issued in respect of the premises
Appendix B	Notice of decision from 17 May 2022
Appendix C	The variation application
Appendix D	Responsible authority representations
Appendix E	Warning letter to the premises
Appendix F	Map showing the location of the premises

**AUDIT TRAIL**

<b>Lead Officer</b>	Caroline Bruce, Strategic Director of Environment, Neighbourhoods and Growth	
<b>Report Author</b>	Andrew Heron, Team Leader - Licensing	
<b>Version</b>	Final	
<b>Dated</b>	26 September 2023	
<b>Key Decision?</b>	No	
<b>CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER</b>		
<b>Officer Title</b>	<b>Comments sought</b>	<b>Comments included</b>
Assistant Chief Executive – Governance and Assurance	Yes	Yes
Strategic Director, Finance	Yes	Yes
<b>Cabinet Member</b>	No	No
<b>Date final report sent to Constitutional Team</b>		26 September 2023

# Licensing Act 2003

## Premises Licence



Regulatory Services  
Licensing Unit  
Hub 1, 3rd Floor  
PO Box 64529  
London, SE1P 5LX

Premises licence number

876417

### Part 1 - Premises details

<b>Postal address of premises, or if none, ordnance survey map reference or description</b>	
Peckham Food and Wine 176 Peckham High Street	
Ordnance survey map reference (if applicable): 534464176745	
<b>Post town</b> London	<b>Post code</b> SE15 5EG
<b>Telephone number</b> [REDACTED]	

### 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**

Monday	07:00 - 23:00
Tuesday	07:00 - 23:00
Wednesday	07:00 - 23:00
Thursday	07:00 - 23:00
Friday	07:00 - 23:00
Saturday	07:00 - 23:00
Sunday	07:00 - 23:00

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

Sale by retail of alcohol to be consumed 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	09:00 - 23:00
Tuesday	09:00 - 23:00
Wednesday	09:00 - 23:00
Thursday	09:00 - 23:00
Friday	09:00 - 23:00
Saturday	09:00 - 23:00
Sunday	09:00 - 23:00

**Part 2**

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

Muhammad Baloch

[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**

Naseem Baluch

[REDACTED]

[REDACTED]

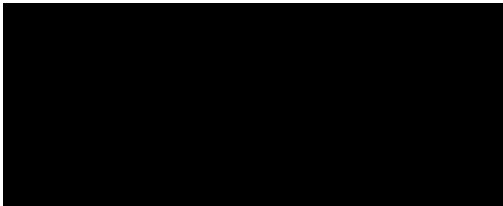
[REDACTED]

**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: L.B Southwark

Licence Issue date: 17/05/2022



Head of Regulatory Services  
Hub 1, 3rd Floor  
PO Box 64529  
London, SE1P 5LX  
020 7525 5748  
licensing@southwark.gov.uk

### **Annex 1 - Mandatory conditions**

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

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

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

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

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises –

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

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

(b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;

(c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner carries a significant risk of undermining a licensing objective;

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

(e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

**487** The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.

**488** (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) 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 either

- (a) a holographic mark; or
- (b) an ultraviolet feature.

**489** The responsible person shall ensure that -

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

- (i) Beer or cider: 1/2 pint;
- (ii) Gin, rum, vodka or whisky: 25 ml or 35 ml; and
- (iii) Still wine in a glass: 125 ml;

(b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and

(c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available,

**491** 1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purpose of the condition set out in paragraph (1):

(a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;

(b) "permitted price" is the price found by applying the formula

$$P = D + (D \times V),$$

where-

- (i) P is the permitted price,
- (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
- (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;
- (c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence –
  - (i) the holder of the premises licence;
  - (ii) the designated premises supervisor (if any) in respect of such a licence; or
  - (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;
- (iv) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and
- (v) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

4. (1) Sub-paragraph (2) applies where the permitted price given by paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax;

(2) the permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

## **Annex 2 - Conditions consistent with the operating Schedule**

**340** A CCTV recording system shall be installed that is compliant with, and capable of, capturing an image of evidential standards. The system shall continually record whilst the venue is open for licensable activity and/or when customers are present on the premises. All CCTV recordings shall be time- & date-stamped and maintained for a minimum of thirty-one (31) days. Cameras shall be installed so as to cover both internal and external areas of the premises. At least one camera shall cover ingress/egress points.

**341** Staff shall be fully trained in the operation of the CCTV system and there shall be at least one member of staff on duty during trading hours who is able to provide copies of CCTV recordings to the Police and authorised officers of the Local Authority. Such copies shall, in any event, be provided within forty-eight (48) hours.

**342** The "Challenge 25"/"Think 25" proof of age scheme shall be operated at the premises. All customers who appear under the age of 25 will be challenged to prove that they are over 18 when attempting to purchase alcohol. Acceptable forms of ID include a photo driving licence, passport, or home office approved identity card bearing the holographic 'PASS' mark. If the person seeking alcohol is unable to produce an acceptable form of identification, no sale or supply of alcohol shall be made to or for that person.

**343** All relevant staff shall be trained in the law about the sale of alcohol. Such training will include challenging every individual who appears to be under 25 years of age and refusing service where individuals cannot produce acceptable means of identification, acceptable forms of ID, and using the refusal register. Such training (including any refresher training) will be logged and ongoing.

**344** The premises licence holder shall ensure that notices shall be displayed in the premises, advising;

- CCTV is in operation
- a 'Challenge 25' scheme operates in the premises
- 'No proof of age – no Sale'
- Patrons should respect the needs of local residents and leave the area quietly

**345** A refusals log must be kept at the premises, and made immediately available on request to the police or an authorised person. The refusals log is to be inspected on a monthly basis by the DPS and noted in the log and a record made in the log of any actions that appear to be needed to protect young people from harm. The log must record all refused sales of alcohol and include the following:

- a) the identity of the member of staff who refused the sale;
- b) the date and time of the refusal;
- c) the alcohol requested and reason for refusal;
- d) description of the person refused alcohol

**346** Alcohol shall only be purchased for sale within the premises from reputable sources and not from door-to-door sellers. The premises licence holder shall ensure all receipts for goods brought include the following details:

- i. Seller's name and address
- ii. Seller's company details, if applicable

iii. Seller's VAT details, if applicable

Such receipts are to be made available to officers of the local authority or police service upon reasonable request.

**347** The area immediately outside the premises shall be monitored to ensure that any litter generated by the premises and/or its customers is regularly cleared.

**348** Alcohol shall not be sold in an open container or consumed on the premises.



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

**840** That no alcohol will be stored or displayed within 2-metres of the entrance/exit unless behind the staff counter.

**841** That no beers / ciders in single cans, bottles or multi-packs with an ABV of above 6.5% will be displayed / sold or offered for sale from the premises.

**842** That when the premises are open to the public and the licence is not in operation, all alcohol shall be stored in a locked cabinet/cooler, behind a lockable blind or behind the counter.

**843** That all previous management involved in the premises are excluded from the premises and take no part in the operation of the premises namely: Asif Ali, Kiran Israr, Saeeda Yasmeen and Shazia Imran Islam and Mohammad Islam

**844** That alcohol is displayed as set out in the plan submitted with the application.

**845** That an electronic point of sale system (EPOS or POS) is installed and operated at the premises.

**846** A written dispersal policy is kept at the premises with the licence and made available for inspection by authorised council officers or the police. All relevant staff shall be trained in the implementation of the dispersal policy.

**Annex 4 - Plans - Attached**

Licence No. 876417

Plan No. N/A

Plan Date N/A



## NOTICE OF DECISION

### LICENSING SUB-COMMITTEE – 17 MAY 2022

#### S.17 LICENSING ACT 2003: PECKHAM FOOD AND WINE, 176 PECKHAM HIGH STREET, PECKHAM, LONDON SE15 5EG

#### 1. Decision

That the application made by Mr. Muhammad Baloch for a premises licence to be granted under s.17 of the Licensing Act 2003 in respect of the premises known as of Peckham Food and Wine, 176 Peckham High Street, Peckham, London SE15 5EG and subject to the appointment of a designated premises supervisor is granted.

#### 2. Hours

The sale of alcohol to be consumed off the premises	Monday to Sunday 09:00 hours to 23:00 hours
Opening hours of the premises	Monday to Sunday: 07:00 hours to 23:00 hours.

#### 3. Conditions

1. That no alcohol will be stored or displayed within 2-metres of the entrance/exit unless behind the staff counter.
2. That no beers / ciders in single cans, bottles or multi-packs with an ABV of above 6.5% will be displayed / sold or offered for sale from the premises.
3. That when the premises are open to the public and the licence is not in operation, all alcohol shall be stored in a locked cabinet/cooler, behind a lockable blind or behind the counter.
4. That all previous management involved in the premises are excluded from the premises and take no part in the operation of the premises



namely: Asif Ali, Kiran Israr, Saeeda Yasmeen and Shazia Imran Islam and Mohammad Islam.

5. That alcohol is displayed as set out in the plan submitted with the application.
6. That an electronic point of sale system (EPOS or POS) is installed and operated at the premises.
7. A written dispersal policy is kept at the premises with the licence and made available for inspection by authorised council officers or the police. All relevant staff shall be trained in the implementation of the dispersal policy.

#### **4. Reasons**

This was an application made by Mr. Muhammad Baloch for a premises licence to be granted under s.17 of the Licensing Act 2003 in respect of the premises known as of Peckham Food and Wine, 176 Peckham High Street, Peckham, London SE15 5EG.

The licensing sub-committee heard from the applicant's representative who advised that the premises was a convenience store offering a range of groceries and goods in addition to the sale of alcohol. Concerning the responsible authorities referring to the premises being located in a cumulative impact area (CIA), the applicant's representative stated that they were not specifically referred to in the Licensing Act 2003. There were public houses on each side of the Peckham Food and Wine premises and any cumulative impact would be at 23:00 hours when the pubs were closing. Peckham Food and Wine would have a steady egress of customers therefore, no cumulative impact would occur. There had also been a previous premises licence, so the argument that a "new licence" was largely irrelevant. Furthermore, the CIA presumption did not relieve the responsible authorities in providing evidence as to how the cumulative impact would be affected by the operation of a new premises. None of the responsible authorities had provided direct evidence to demonstrate their cause of concern. Concerning the issues relating to the proposed DPS raised by trading standards, the applicant had withdrawn this aspect of the application and until a new DPS had been identified by him, he would act as the DPS. Obviously, until the applicant had obtained his personal licence, the premises could not sell alcohol.

The licensing sub-committee heard from the officer from trading standards whose representations were submitted with regard to all four of the licensing objectives.



The officer accepted that the applicant was not connected to the previous owners when the licence had been revoked. The concerns raised by Trading Standards were relevant because the area was particularly challenging. In addition, the proposed DPS (withdrawn by the applicant) had previously been refused an application in 2021. It was the officer's view that this questioned the applicant's abilities of due diligence.

The Metropolitan Police Service informed the sub-committee that the premises had previously been subject to a trading standards premises licence review in 2017, when the premises licence was revoked, and that an appeal against the licence revocation was rejected by the Magistrates' Court. The officer also stated that the premises were located in the Peckham CIA and that the locale has a large problem with street drinking, alcohol abuse and associated crime and disorder; the applicant had failed to address cumulative impact at all in the application.

The environmental protection team confirmed that their representation related to the prevention of public nuisance licensing objective. The premises were located in a cumulative impact area and any increase in alcohol sales in the already saturated CIA was likely to contribute to the negative cumulative impact on public nuisance caused by street drinking, drunkenness, street fouling, and rowdy conduct in the street. Further, the environmental protection team stated that the applicant had failed to address cumulative impact within the body of its application, or at all.

The licensing sub-committee heard from the officer representing licensing as a responsible authority submitted a representation with regard to all four licensing objectives. The licensing responsible authority notes that the premises are located in a cumulative impact area. Licensing as a responsible authority contends that the applicant has failed to address both cumulative impact, and the presumption to refuse applications that are subject to a cumulative impact policy. The premises were subject to a premises licence review submitted by this council's trading standards service in 2017, when the premises licence was revoked, and that an appeal against the revocation was rejected by the Magistrates' Court. An application for a premises licence submitted in 2021 was refused by the licensing sub-committee and the officer was of the view that the previous licensee or DPS may still have an interest in the business. Licensing as a responsible authority recommends that the application is refused unless the applicant can demonstrate that the proposed operation of the premises will not contribute to crime and disorder and public nuisance within the Peckham cumulative impact area.



The licensing sub-committee considered all of the representations made by the applicant and the responsible authorities carefully. The applicant's points concerning cumulative impact, that the responsible authorities had not provided any direct evidence concerning this was not accepted. Southwark's statement of licensing policy was reviewed and subsequently ratified by Council Assembly 25 November 2020. As part of the that review there was a partnership analysis of alcohol related violence as part of the consideration of cumulative impact on licensed premises within Borough & Bankside; Camberwell and Peckham (in addition to areas under monitor) CIA. A partnership analysis was currently being carried out and due to be considered by the full Licensing Committee in late 2022. The sub-committee also took into account Westminster City Council v Middlesex Crown Court [2002] EWHC 1104 which confirmed that a premises licence could be refused on the sole ground that the area was already saturated with licensed premises.

The initial concerns of previous names held by the applicant were explained and the sub-committee were satisfied with the responses they received. The sub-committee concluded that the 2017 issues with the operation of the premises could be satisfactorily resolved with the exclusion of previous management for the operation of the premises, in addition to the conditions referred in this decision.

## **5. Appeal Rights**

The applicant may appeal against any decision:

- a. To impose conditions on the licence
- b. To exclude a licensable activity or refuse to specify a person as premises supervisor.

Any person who made relevant representations in relation to the application who desire to contend that:

- a. The licence ought not to be been granted; or
- b. That on granting the licence, the licensing authority ought to have imposed different or additional conditions to the licence, or ought to have modified them in a different way

may appeal against the decision.

Any appeal must be made to the Magistrates' Court for the area in which the premises are situated. Any appeal must be commenced by notice of appeal given by the appellant to the justices' clerk for the Magistrates' Court within the period of



21 days beginning with the day on which the appellant was notified by the licensing authority of the decision appealed against

Issued by the Constitutional Team on behalf of the Director of Law and Governance.

Date 17 May 2022

21/08/2023

Business - Application to vary a premises licence under the Licensing Act 2003

Ref No. 2069153

Please enter the name(s) of the premises licence holders who is applying to vary a premises licence under section 34 of the Licensing Act 2003 for the premises described in Part 1 below

	Muhammad Baloch
Premises licence number	876417

#### Notes for Guidance

This application cannot be used to vary the licence so as to extend the period for which the licence has effect or to vary substantially the premises to which it relates. If you wish to make that type of change to the premises licence, you should make a new premises licence application under section 17 of the Licensing Act 2003.

1. You do not have to pay a fee if the only purpose of the variation for which you are applying is to avoid becoming liable for the late night levy
2. Describe the premises. For example, the type of premises, its general situation and layout and any other information which could be relevant to the licensing objectives. Where your application includes off-supplies of alcohol and you intend to provide a place of consumption of these off-supplies of alcohol, you must include a description of where the place will be and its proximity to the premises.
3. In terms of specific regulated entertainments please note that:
  - Plays: no licence is required for performances between 08.00 and 23.00 on any day, provided that the audience does not exceed 500.
  - Films: no licence is required for 'not-for-profit' film exhibition held in community premises between 08.00 and 23.00 on any day provided that the audience does not exceed 500 and the organiser (a) gets consent to the screening from a person who is responsible for the premises; and (b) ensures that each such screening abides by age classification ratings.
  - Indoor sporting events: no licence is required for performances between 08.00 and 23.00 on any day, provided that the audience does not exceed 1000.
  - Boxing or Wrestling Entertainment: no licence is required for a contest, exhibition or display of Greco-Roman wrestling, or freestyle wrestling between 08.00 and 23.00 on any day, provided that the audience does not exceed 1000. Combined fighting sports – defined as a contest, exhibition or display which combines boxing or wrestling with one or more martial arts – are licensable as a boxing or wrestling entertainment rather than an indoor sporting event.
  - Live music: no licence permission is required for:
    - o a performance of unamplified live music between 08.00 and 23.00 on any day, on any premises.
    - o a performance of amplified live music between 08.00 and 23.00 on any day on premises authorised to sell alcohol for consumption on those premises, provided that the audience does not exceed 500.
    - o a performance of amplified live music between 08.00 and 23.00 on any day, in a workplace that is not licensed to sell alcohol on those premises, provided that the audience does not exceed 500.
    - o a performance of amplified live music between 08.00 and 23.00 on any day, in a church hall, village hall, community hall, or other similar community premises, that is not licensed by a premises licence to sell alcohol, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance from a person who is responsible for the premises.
    - o a performance of amplified live music between 08.00 and 23.00 on any day, at the non-residential premises of (i) a local authority, or (ii) a school, or (iii) a hospital, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance on the relevant premises from: (i) the local authority concerned, or (ii) the school or (iii) the health care provider for the hospital.
  - Recorded Music: no licence permission is required for:
    - o any playing of recorded music between 08.00 and 23.00 on any day on premises authorised to sell alcohol for consumption on those premises, provided that the audience does not exceed 500.
    - o any playing of recorded music between 08.00 and 23.00 on any day, in a church hall, village hall, community hall, or other similar community premises, that is not licensed by a premises licence to sell alcohol, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance from a person who is responsible for the premises.
    - o any playing of recorded music between 08.00 and 23.00 on any day, at the non-residential premises of (i) a local authority, or (ii) a school, or (iii) a hospital, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance on the relevant premises from: (i) the local authority concerned, or (ii) the school proprietor or (iii) the health care provider for the hospital.
  - Dance: no licence is required for performances between 08.00 and 23.00 on any day, provided that the audience does not exceed 500. However, a performance which amounts to adult entertainment remains



licensable.

- Cross activity exemptions: no licence is required between 08.00 and 23.00 on any day, with no limit on audience size for:
    - o any entertainment taking place on the premises of the local authority where the entertainment is provided by or on behalf of the local authority;
    - o any entertainment taking place on the hospital premises of the health care provider where the entertainment is provided by or on behalf of the health care provider;
    - o any entertainment taking place on the premises of the school where the entertainment is provided by or on behalf of the school proprietor; and
    - o any entertainment (excluding films and a boxing or wrestling entertainment) taking place at a travelling circus, provided that (a) it takes place within a moveable structure that accommodates the audience, and (b) that the travelling circus has not been located on the same site for more than 28 consecutive days.
4. Where taking place in a building or other structure please tick as appropriate (indoors may include a tent).
5. For example state type of activity to be authorised, if not already stated, and give relevant further details, for example (but not exclusively) whether or not music will be amplified or unamplified.
6. For example (but not exclusively), where the activity will occur on additional days during the summer months.
7. For example (but not exclusively), where you wish the activity to go on longer on a particular day e.g. Christmas Eve.
8. Please give timings in 24 hour clock (e.g. 16.00) and only give details for the days of the week when you intend the premises to be used for the activity.
9. If you wish people to be able to consume alcohol on the premises, please tick 'on the premises'. If you wish people to be able to purchase alcohol to consume away from the premises, please tick 'off the premises'. If you wish people to be able to do both, please tick 'both'.
10. Please give information about anything intended to occur at the premises or ancillary to the use of the premises which may give rise to concern in respect of children regardless of whether you intend children to have access to the premises, for example (but not exclusively) nudity or semi-nudity, films for restricted age groups or the presence of gaming machines.
11. Please list here steps you will take to promote all four licensing objectives together.
12. The application form must be signed.
13. An applicant's agent (for example solicitor) may sign the form on their behalf provided that they have actual authority to do so.
14. Where there is more than one applicant, each of the applicants or their respective agents must sign the application form.

15. This is the address which we shall use to correspond with you about this application.

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

£	25,500
---	--------

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

Address Line 1	Peckham Food and Wine
Address Line 2	176 Peckham High Street
Town	London
County	
Post code	SE15 5EG
Ordnance survey map reference	
Description of the location	
Telephone number	██████████

Part 2 - Applicant details

Daytime contact telephone number	██████████
Email address	██████████
Postal Address if different from premises address	██████████
Town / City	██████
Postcode	██████

Do you want the premises licence to have effect as soon as possible?

Please tick	<input checked="" type="checkbox"/> Yes
-------------	---

If not from what date do you want the variation to take effect?

(DD/MM/YYYY)	
--------------	--

Do you want the proposed variation to have effect in relation to the introduction of the late night levy? (Please see guidance note 1)

	<input type="checkbox"/> No
--	-----------------------------

Please describe briefly the nature of the proposed variation ( see guidance note 2 )

	<p>To remove Asif Ali name from condition 843 so that it will read                  "That all previous management involved in the premises are excluded from the premises and take no part in the operation of the premises namely: Kiran Israr, Saeeda Yasmeen, Shazia Imran Islam and Mohammad Islam"</p> <p>Furthermore, the current licence issued by the council has no conditions attached at Annex 2 and as part of this application the premises licence holder would be agreeable to this being corrected and the other conditions offered in the operating schedule when this application for a premises licence was made being added onto the licence.                  All other hours, licensable activities and conditions on the licence to remain unchanged</p>
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If your proposed variation would mean that 5,000 or more people are expected to attend the premises at any one time please use the drop down below to select the number

Please select number from range	Less than 5000
---------------------------------	----------------

**Notes**

1. You do not have to pay a fee if the only purpose of the variation for which you are applying is to avoid becoming liable for the late night levy
2. Describe the premises, for example the type of premises, its general situation and layout and any other information which could be relevant to the licensing objectives. Where your application includes off-supplies of alcohol and you intend to provide a place for consumption of these off-supplies, you must include a description of where the place will be and its proximity to the premises.

**IN ALL CASES COMPLETE BOXES K, L AND M**

Provision of regulated entertainment (Please see guidance note 3) Please tick all that apply


Provision of late night refreshment (if ticking fill in box I)

--	--

Supply of alcohol (if ticking fill in box J)

--	--

**In all cases complete boxes K, L and M**

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 10 )

	There is no activity of this nature
--	-------------------------------------

Guidance Notes

10. Please give information about anything intended to occur at the premises or ancillary to the use of the premises which may give rise to concern in respect of children, regardless of whether you intend children to have access to the premises, for example (but not exclusively) nudity or semi-nudity, films for restricted age groups or the presence of gaming machines.

Hours premises are open to the public ( standard timings Please read guidance note 8 )

Day	Start	Finish
Mon	07:00	23:00
Tues	07:00	23:00
Wed	07:00	23:00
Thur	07:00	23:00
Fri	07:00	23:00
Sat	07:00	23:00
Sun	07:00	23:00

State any seasonal variations ( Please read guidance note 6 )

--	--

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 7 )

--	--

6. For example (but not exclusively), where the activity will occur on additional days during the summer months.

7. For example (but not exclusively), where you wish the activity to go on longer on a particular day e.g. Christmas Eve.

8. Please give timings in 24 hour clock (e.g. 16:00) and only give details for the days of the week when you intend the premises to be used for the activity.

Please identify those conditions currently imposed on the licence which you believe could be removed as a consequence of the proposed variation you are seeking.

	An amendment to condition 843 in Annex 3 only
--	---

I have uploaded relevant part of the previous premises licence (Please send a hard copy in the post)

	[REDACTED]

Reason for not uploading the premises licence

--	--

a) General - all four licensing objectives (b,c,d,e) ( Please read guidance note 11 )

	All other conditions to remain the same
--	---

b) the prevention of crime and disorder

	All other conditions to remain the same
--	---

c) public safety

	All other conditions to remain the same
--	---

d) the prevention of public nuisance

	All other conditions to remain the same
--	---

e) the protection of children from harm

	All other conditions to remain the same
--	---

Guidance note 11

Please list here steps you will take to promote all four licensing objectives together.

If the plan of the premises are varying please upload a plan of the premises,

Upload proposed plans	
Upload existing plans	

Checklist

	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.
--	---



	I am not a company or limited liability partnership
--	---

Please upload proof of entitlement to work in the UK

	
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[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. 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.

I/We Hereby declare the Information we have provided is true and Accurate.

I agree to the above statement

	Yes
--	-----

IT IS AN OFFENCE, LIABLE ON SUMMARY CONVICTION TO A FINE NOT EXCEEDING 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.

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.

Once you complete form you will be redirected to payments and won't be able to return back.

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.

<b>To:</b> Licensing Unit	<b>From:</b> Wesley McArthur <a href="mailto:wesley.mcarthur@southwark.gov.uk">wesley.mcarthur@southwark.gov.uk</a> 020 7525 5779 (on behalf of the Licensing Unit in its role as a responsible authority)	<b>Date:</b> 18 September 2023
<b>Subject:</b>	Representation	
<b>Act:</b>	The Licensing Act 2003 (the Act)	
<b>Premises:</b>	Peckham Food and Wine, 176 Peckham High Street, Peckham, London, SE15 5EG	
<b>Ref':</b>	<b>880978</b>	

We object to the grant of an application to vary a premises licence, submitted by Muhammad Baloch under The Licensing Act 2003 (the Act), in respect of the premises known as Peckham Food and Wine, 176 Peckham High Street, Peckham, London, SE15 5EG.

### **1. The extant licence –**

The extant premises licence (licence number 876417) allows for licensable activities and opening hours as follows –

#### **The sale of alcohol to be consumed off the premises:**

**Monday - Sunday:            09:00 – 23:00**

#### **The opening hours of the premises are:**

**Monday - Sunday:            07:00 – 23:00**

A copy of licence 876417 is attached as appendix 1.

### **2. The variation application –**

The purpose of the variation is described in the application as follows (verbatim) –

- “To remove Asif Ali name from condition 843 so that it will read

That all previous management involved in the premises are excluded from the premises and take no part in the operation of the premises namely: Kiran Israr, Saeeda Yasmeen, Shazia Imran Islam and Mohammad Islam”

Furthermore, the current licence issued by the council has no conditions attached at Annex 2 and as part of this application the premises licence holder would be agreeable to this being corrected and the other conditions offered in the operating



schedule when this application for a premises licence was made being added onto the licence.

All other hours, licensable activities and conditions on the licence to remain unchanged”

### **3. This council’s Statement of Licensing Policy**

According to sections 6 & 7 of this council’s statement of licensing policy 2021 – 2026 (the SoLP), the premises fall within Peckham Major Town Centre Area and within the Peckham Cumulative Impact Area (CIA).

A copy of the SoLP is available via:

[Licensing and Gambling Act policy - Southwark Council](#)

### **4. Our Objection**

Our objection relates to the promotion of all of the licensing objectives.

On 15 September 2017 the premises licence previously held in respect of the premises (by a different licence holder) was revoked by the licensing sub-committee due to various breaches of the Licensing Act 2003, immigration offences and various other matters. A copy of the Notice of Decision regarding the licensing sub-committee hearing of 15 September 2017 is attached as appendix 2.

At the time these offences took place Asif Ali was employed at the premises.

The application for the current licence was determined by the council’s licensing sub-committee at a hearing on 17 May 2022. At that time, due to Asif Ali’s previous involvement in the operation of the premises (when the previous premise licence was revoked), the licensing sub-committee felt it was necessary, appropriate and proportionate to bar Asif Ali’s continued involvement in the operation of the premises to promote the licensing objectives, and therefore imposed the following licence condition (number 843):

- That all previous management involved in the premises are excluded from the premises and take no part in the operation of the premises namely: Asif Ali, Kiran Israr, Saeeda Yasmeen and Shazia Imran Islam and Mohammad Islam.

A copy of the Notice of Decision regarding the licensing sub-committee hearing of 17 May 2022 is attached as appendix 3.

By seeking to remove Asif Ali’s name from the condition 843, the licensee is attempting to subvert the decision of the licensing sub-committee and employ a person who has previously been found unable to promote the licensing objectives.

Further to the above, the applicant has employed Asif Ali at the premises in the knowledge of the above, and in breach of condition 843.

On 24 February 2023, Mr Ali was found to be working at the premises and breaches of various premises licence conditions were noted. A copy of a witness statement by the investigating licensing officer pertaining to this matter is attached as appendix 4.

On 25 February 2023, Mr Ali was found to be operating the premises and breaches of various premises licence conditions were noted. A copy of a police witness statement pertaining to this matter is attached as appendix 5.

We say that it is clear that Asif Ali cannot operate the premises in compliance with the conditions of premises licence issued in respect of the premises, nor can he promote the licensing objectives, for which he has scant regard.

In addition to this, the Peckham CIA applies to the premises. We contend that allowing Asif Ali to have any interest in the premises will likely lead to crime and disorder at the premises (by way of breaching relevant legislation) and also by selling alcohol irresponsibly, in an area which is disproportionately affected by alcohol related crime and disorder, and problem drinkers.

Paragraph 131 this council's statement of licensing policy 2021 – 2026 states –

- *“Applications made within specified Cumulative Impact Areas (CIAs) are deemed likely to add to the potential impact the policy is intended to avoid. There is therefore an automatic presumption that such applications will be refused, however each application will be judged on its own merits.”*

Paragraph 156 of the statement of licensing policy stipulates regarding the Peckham CIA that –

- The classes of premises to which the policy applies is defined as follows – nightclubs; pubs and bars; off-licences, grocers, supermarkets, convenience stores; and similar premises.

Therefore, the above premises is of a type of premises that is subject to the Peckham CIA.

As per paragraph 156 of the statement of licensing policy, the council has found that certain types of premises are likely to increase the negative cumulative impact in the Peckham CIA of licensed premises in that area. We are in agreement with this stance and are therefore of the opinion that the application be refused.

Paragraph 132 of the statement of licensing policy states that –

- *“It is normally the case that a representation citing a relevant CIA will have to be determined at a Licensing Sub-Committee hearing.”*

We further note that section 136 of the statement of licensing policy states –

- *“The effect of publishing a cumulative impact assessment is to create a rebuttable presumption that applications for new premises licences or club premises certificates or variations that are likely to add to the existing cumulative impact will normally be refused or subject to certain limitations, following relevant representations. In such circumstances, it is for the Applicant to demonstrate that the application will not, if granted, further contribute to the negative local cumulative impact on any one or more of the licensing objectives.”*

In our opinion, the applicant has not demonstrated that the application will not, if granted, further contribute to the negative local cumulative impact on any one or more of the licensing objectives.

We believe that granting the application **will** further contribute to the negative local cumulative impact of licensed premises in the Peckham CIA.

We also refer to R (on the application of Westminster City Council) -v- Middlesex Crown Court [2002] EWHC 1104 in which HHJ Baker adjudicated

*“Notwithstanding the applicant being a fit and proper person and the premises would be well run a licence could be refused on the sole ground that the area was already saturated with licence premises....and the cumulative effect of the existing premises was impacting adversely on the area to an unacceptable level”.*

This means that the above application can be refused on the **sole basis** that it is subject to a cumulative impact area.

Regarding annex 2 conditions, the licence has already been re-issued with the correct schedules of conditions attached.

We strongly recommend that this application be refused.

Yours sincerely,

**Wesley McArthur**  
Principal Enforcement Officer

# Licensing Act 2003

## Premises Licence



Regulatory Services  
Licensing Unit  
Hub 1, 3rd Floor  
PO Box 64529  
London, SE1P 5LX

Premises licence number

876417

### Part 1 - Premises details

<b>Postal address of premises, or if none, ordnance survey map reference or description</b>	
Peckham Food and Wine 176 Peckham High Street	
Ordnance survey map reference (if applicable): 534464176745	
<b>Post town</b> London	<b>Post code</b> SE15 5EG
<b>Telephone number</b> [REDACTED]	

### 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**

Monday	07:00 - 23:00
Tuesday	07:00 - 23:00
Wednesday	07:00 - 23:00
Thursday	07:00 - 23:00
Friday	07:00 - 23:00
Saturday	07:00 - 23:00
Sunday	07:00 - 23:00

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

Sale by retail of alcohol to be consumed 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	09:00 - 23:00
Tuesday	09:00 - 23:00
Wednesday	09:00 - 23:00
Thursday	09:00 - 23:00
Friday	09:00 - 23:00
Saturday	09:00 - 23:00
Sunday	09:00 - 23:00

**Part 2**

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

Muhammad Baloch

**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**

Naseem Baluch

**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.:

Authority:

Licence Issue date: 17/05/2022

Head of Regulatory Services  
Hub 1, 3rd Floor  
PO Box 64529  
London, SE1P 5LX  
020 7525 5748  
licensing@southwark.gov.uk

### **Annex 1 - Mandatory conditions**

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

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

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

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

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises –

- (a) games or other activities which require or encourage, or are designed to require, encourage, individuals to -
  - (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
  - (ii) drink as much alcohol as possible (whether within a time limit or otherwise);
- (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;
- (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner carries a significant risk of undermining a licensing objective;
- (d) selling or supplying alcohol in association with promotional poster or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner; and
- (e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

**487** The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.

**488** (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) 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 either

- (a) a holographic mark; or
- (b) an ultraviolet feature.

**489** The responsible person shall ensure that -

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

- (i) Beer or cider: 1/2 pint;
- (ii) Gin, rum, vodka or whisky: 25 ml or 35 ml; and
- (iii) Still wine in a glass: 125 ml;

(b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and

(c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available,

**491** 1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purpose of the condition set out in paragraph (1):

(a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;

(b) "permitted price" is the price found by applying the formula

$$P = D + (D \times V),$$

where-

- (i) P is the permitted price,
- (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
- (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;
- (c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence –
  - (i) the holder of the premises licence;
  - (ii) the designated premises supervisor (if any) in respect of such a licence; or
  - (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;
- (iv) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and
- (v) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

4. (1) Sub-paragraph (2) applies where the permitted price given by paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax;

(2) the permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.



## **Annex 2 - Conditions consistent with the operating Schedule**

**340** A CCTV recording system shall be installed that is compliant with, and capable of, capturing an image of evidential standards. The system shall continually record whilst the venue is open for licensable activity and/or when customers are present on the premises. All CCTV recordings shall be time- & date-stamped and maintained for a minimum of thirty-one (31) days. Cameras shall be installed so as to cover both internal and external areas of the premises. At least one camera shall cover ingress/egress points.

**341** Staff shall be fully trained in the operation of the CCTV system and there shall be at least one member of staff on duty during trading hours who is able to provide copies of CCTV recordings to the Police and authorised officers of the Local Authority. Such copies shall, in any event, be provided within forty-eight (48) hours.

**342** The "Challenge 25"/"Think 25" proof of age scheme shall be operated at the premises. All customers who appear under the age of 25 will be challenged to prove that they are over 18 when attempting to purchase alcohol. Acceptable forms of ID include a photo driving licence, passport, or home office approved identity card bearing the holographic 'PASS' mark. If the person seeking alcohol is unable to produce an acceptable form of identification, no sale or supply of alcohol shall be made to or for that person.

**343** All relevant staff shall be trained in the law about the sale of alcohol. Such training will include challenging every individual who appears to be under 25 years of age and refusing service where individuals cannot produce acceptable means of identification, acceptable forms of ID, and using the refusal register. Such training (including any refresher training) will be logged and ongoing.

**344** The premises licence holder shall ensure that notices shall be displayed in the premises, advising;

- CCTV is in operation
- a 'Challenge 25' scheme operates in the premises
- 'No proof of age – no Sale'
- Patrons should respect the needs of local residents and leave the area quietly

**345** A refusals log must be kept at the premises, and made immediately available on request to the police or an authorised person. The refusals log is to be inspected on a monthly basis by the DPS and noted in the log and a record made in the log of any actions that appear to be needed to protect young people from harm. The log must record all refused sales of alcohol and include the following:

- a) the identity of the member of staff who refused the sale;
- b) the date and time of the refusal;
- c) the alcohol requested and reason for refusal;
- d) description of the person refused alcohol

**346** Alcohol shall only be purchased for sale within the premises from reputable sources and not from door-to-door sellers. The premises licence holder shall ensure all receipts for goods brought include the following details:

- i. Seller's name and address
- ii. Seller's company details, if applicable

iii. Seller's VAT details, if applicable

Such receipts are to be made available to officers of the local authority or police service upon reasonable request.

**347** The area immediately outside the premises shall be monitored to ensure that any litter generated by the premises and/or its customers is regularly cleared.

**348** Alcohol shall not be sold in an open container or consumed on the premises.

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

**840** That no alcohol will be stored or displayed within 2-metres of the entrance/exit unless behind the staff counter.

**841** That no beers / ciders in single cans, bottles or multi-packs with an ABV of above 6.5% will be displayed / sold or offered for sale from the premises.

**842** That when the premises are open to the public and the licence is not in operation, all alcohol shall be stored in a locked cabinet/cooler, behind a lockable blind or behind the counter.

**843** That all previous management involved in the premises are excluded from the premises and take no part in the operation of the premises namely: Asif Ali, Kiran Israr, Saeeda Yasmeen and Shazia Imran Islam and Mohammad Islam

**844** That alcohol is displayed as set out in the plan submitted with the application.

**845** That an electronic point of sale system (EPOS or POS) is installed and operated at the premises.

**846** A written dispersal policy is kept at the premises with the licence and made available for inspection by authorised council officers or the police. All relevant staff shall be trained in the implementation of the dispersal policy.

**Annex 4 - Plans - Attached**

Licence No. 876417

Plan No. N/A

Plan Date N/A



## NOTICE OF DECISION

### LICENSING SUB-COMMITTEE – 15 SEPTEMBER 2017

#### LICENSING ACT 2003: PECKHAM FOOD & WINE , 176 PECKHAM HIGH STREET, LONDON SE15 5EG - REVIEW

1. That the council's licensing sub-committee, having considered an application made under Section 51 of the Licensing Act 2003 by the council's trading standards service for the review of the premises licence issued in respect of the premises known as PECKHAM Food and Wine, 176 Peckham High Road, London SE15 5EG and having had regard to all other relevant representations has decided it necessary for the promotion of the licensing objectives to:
  - Revoke the licence.

#### 2 **Reasons**

The reasons for this decision are as follows:

The licensing sub-committee heard from the trading standards officer who advised that the licence to the premises Peckham Food and Fine allows alcohol to be sold 24 hours per day, seven days per week but does require there to be a personal licence holder on the premises and on duty at all times that alcohol is supplied (condition 341). During the course of trading standards investigation into the premises, the premises licence holder and designated premises supervisor (DPS) was Kiran Israr ("KI"). The business operates under Peckham Foods and Wines Ltd when there were three female directors, KI, SY and SI. Following a complaint from a member of the public about alleged counterfeit cigarettes being bought from this premise, trading standards carried out a joint visit with the Metropolitan Police on 23 November 2016 to check compliance with the premise licence, trading standards legislation and other criminality such as employing illegal workers.

During that visit a cupboard was discovered at the back of the shop that contained a single mattress. There was a lockable door and the "cupboard" had a toilet at the back. There were no windows and the floor was bare concrete. There was a small electric heater on the floor in addition to a fan. Two men were sleeping there. One was on the mattress and one was on the floor. Both were arrested in respect of immigration matters. Behind the counter was a personal licence holder, AG. A bottle opener was behind the counter which was seized by the police as suspected at being used to open bottles of alcohol contrary to condition 125 of the premises licence. This condition is intended to stop/reduce street drinking, which is a problem in the vicinity. No training records were available for inspection in breach of condition 326 of the premises licence. During the course of this investigation, no records were ever made available to trading standards making it reasonable to assume no age verification scheme was in operation and/or no training had been given to workers.

During the course of this inspection, trading standards found 10 x "Apple" style phone chargers on sale, identified as counterfeit. No purchase invoices have been supplied to trading standards for these items. During this visit AA arrived at the shop stating that he was the manager; he gave exactly the same home address as AG.

Trading standards have been concerned for a significant time of the sale of super strength beers, lagers and ciders because of the harm they cause to those drinking them, which generally have serious alcohol addiction and the anti social behaviour and crime that often goes with it. The government has sought to use price as a way of reducing consumption and therefore drinks with an ABV of 7.5% and above attract a proportionately higher duty. Trading standards have identified this to be a problem in Southwark with retailers often offer these drinks for sale without any price being displayed, (contrary to a requirement under pricing legislation) and then sell either below the duty price or below what a legitimate cash and carry would sell it to a retailer for, which suggests retailers have obtained items from an illegal source where duty has been evaded. There was a significant quantity and variety of these drinks offered for sale at this premise but no prices were displayed. There was also a significant quantity of those drinks near to the cupboard referred to earlier. The officer therefore served a notice requiring the business to reduce traceable invoices for these drinks.

A further visit was carried out by trading standards and the police on 8 February 2017. A test purchase was made of Carlsberg Special Brew in advance of the visit. The Carlsberg Special Brew cans were not price marked. The seller ("NM"), sold the can for £1.40, being 25 pence above the duty price (duty for the year 2016-2017 was £1.15). Officers asked NM for his manager. NM immediately went to the back of the shop and locked an internal door preventing officers from gaining access. Police parked in a police vehicle immediately at the back of the shop and noted the rear door to the shop was trying to be opened. Eventually the internal door was opened and NM was identified as an illegal worker and was arrested. NM said he started at 6am and was paid £30 for an 8 hour shift, equating to less than £4.00 per hour. Checks showed he had breached a Visitor's Visa issued in 2006 and was not permitted to work and not authorised to sell alcohol – contrary to condition 101 of the premises licence.

On the premises, sleeping on the mattress in the cupboard, was one of the men arrested on 23 November 2016. It was evident there was clothing belonging to more than one person. The CCTV was not working properly. Concerning the price charged for the super strength beer, only some of the invoices have been produced. The sub-committee was invited to conclude that an unknown proportion had been acquired from illegal sources where duty had been evaded.

On 2 March 2017, trading standards visited the premise because the requested invoices had not been received. Two males were working behind the counter. AG, who produced his personal licence and one other who refused to give his details and left the shop. CCTV was still not working (breach of conditions 288 and 289). The manager, AA attended the premises, stating that he said he ran the business and had tried to email through the invoices to the officer, but had not been received as an incorrect email address had been used. These were later sent to the correct mail address, but found to be indecipherable. That email gave the senders name as "AM". AA stated that KI had very little to do with running the business. Examination of business invoices showed that a number of different individuals held accounts with cash and carry businesses.

On 5 April 2017 a further visit took place with trading standards and the police made. Another illegal worker was working in the shop. He was arrested for immigration offences. The CCTV was still not working (breach of conditions 288 and 289).

A further visit was carried out on 26 April 2017 when a test purchase of alcohol was made. AG was in the shop working behind the counter when the test purchase was made. AG again he produced his personal licence but the Police carried out an immigration check on him. It transpired that from 12 December 2013 he had been an "absconder" and was duly arrested. Amongst other things, he was not permitted to work. Once again, the CCTV was not working (breach of conditions 288 and 289). The CCTV had been switched off, but even after switching it on, the CCTV was not fully operational.

On 20 May, trading standards carried out a further visit with Immigration Officers. AG was seen walking out of the shop. The immigration officers ran after him and arrested him. He returned to the shop and denied he had been working. The CCTV was checked and it was clear he had been working that day. The other person in the shop was "YS" who was stressed by the further visit and the responsibility of visits from various enforcement agencies. Another bottle opener was found on the counter by the till (breach of condition 125) and was seized

Trading standards advised that they had no confidence whatsoever with the premises licence holder and urged the licensing sub-committee to revoke the licence.

The officer representing licensing as a responsible authority addressed the sub-committee and stressed her concerns of the number and diversity of alleged criminal offences witnessed by trading standards officers and other enforcement agencies. The officer highlighted that several different people had been working at the premises and that there has never been any person held accountable such as the DPS or licensee available at the premises to discuss the concerns regarding breaches or license conditions or other criminal activity. Because of the extent of offending, licensing as a responsible authority concluded that they had no faith that the licensing objective being promoted and fully supported the revocation of the licence.

The licensing sub-committee heard from an officer from the Home Office who confirmed that illegal workers had been encountered at the premises. As a result, a £20,000 civil penalty had been issued, initially incorrectly to AA, but this was rectified and re-issued to Peckham Food and Wine Limited. The officer confirmed that the current licence holder and DPS had made contact and a payment plan had been agreed. The office also confirmed that two of the three directors at that time had no valid leave

The licensing sub-committee heard from the representative for the current licence holder and DPS for the premises, albeit, the transfer application had been refused which the representative said would be appealed. The history of the premises as set out by the responsible officers was accepted and rather consider the various breaches, wished to concentrate on what could be offered to promote the licensing objectives. He reminded the committee that the purpose of a revocation was not to be punitive. Whilst his client had links with the previous owner (and DPS) in addition to the directors, it did not follow that his knew what was going on in the business. He did not know the extent his wife was involved. He pair were largely estranged and she was an individual in her own right. His client had been abroad for most of the last 12 months. His client was a personal licence holder and was of good character. Training had been provided to all staff and there was now currently three personal licence holders employed, with an additional two about to undertake the course. His client was now the sole director and sole shareholder of Peckham Food and Wine Limited. It was a matter to look at activities of concern and find a resolution which is both appropriate and proportionate.

A list of proposed conditions was submitted to the sub-committee and the responsible authorities. The schedule of conditions offered was largely no more than what a responsible operator should be already do. Whilst the licence holder could not be held account for any of the wrong-doing witnessed by trading standards, a period of suspension was also offered.

This was offered, not as a punitive measure, but as a deterrent to other operators. Because a 24 hour licence was extremely generous and that the 24 hour operation allowed illegal workers to gain temporary shelter, it was suggested that the premises may think it prudent to curb its operating hours. This was refused. When questioned on the super strength beers, lagers and ciders, the premises would only consider a ban on those with an ABV of 6.5 % and also, would seek the sale of the more premium brands.

During the course of this trading standards investigation, six visits were carried out with the premises and on all occasion illegal workers have been present. The premises has operated with a total disregard to the licensing objectives in addition to the law relating to the employment of workers both in terms of those having the right to work and the poor payment made. This licensing sub-committee agree that the premises has effectively operated as a modern form of slavery with appalling sleeping conditions also being provided. By operating a 24 hour, seven days a week business, the shop front door is never closed meaning people can come and go at any time with some taking refuge. The then licence holder and DPS has not engaged with the authorities and have shown little interest or involvement with the day to day running of the business and has allowed and/or instructed the business to be run in this illegal manner.

Whilst the current licence holder and DPS claims that he is now the sole director and shareholder, Companies House records shows the extremely regular movement of personnel in Peckham foods & Wine Limited. Some of the appointments and resignation have taken place on the same day. The licence holder has links with the previous directors, and these persons have been involved in the poor management and illegal practices at the premises of crime and employing illegal workers. He may show as being the sole director and shareholder of the company, but the history of this company does not give this licensing sub-committee confidence that it will remain in his name, particularly in view of the dormant second company being incorporated and operating from the same premises. Further, the licence holder has failed to demonstrate a sufficient distance from these previous poor management practices, including the removal of all previous staff, since it is noted that this same member of staff is a co-director of the second company operating from the premises, Ya Sir Minimarket Limited. In these circumstances, the premise licence is therefore revoked.

In reaching this decision the sub-committee had regard to all the relevant considerations and the four licensing objectives and considered that this decision was appropriate and proportionate.

### 3 **Appeal Rights**

This decision is open to appeal by either:

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

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

This decision does not have effect until either

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



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

Date: 15 September 2017



## NOTICE OF DECISION

### LICENSING SUB-COMMITTEE – 17 MAY 2022

#### S.17 LICENSING ACT 2003: PECKHAM FOOD AND WINE, 176 PECKHAM HIGH STREET, PECKHAM, LONDON SE15 5EG

##### 1. Decision

That the application made by Mr. Muhammad Baloch for a premises licence to be granted under s.17 of the Licensing Act 2003 in respect of the premises known as of Peckham Food and Wine, 176 Peckham High Street, Peckham, London SE15 5EG and subject to the appointment of a designated premises supervisor is granted.

##### 2. Hours

The sale of alcohol to be consumed off the premises	Monday to Sunday 09:00 hours to 23:00 hours
Opening hours of the premises	Monday to Sunday: 07:00 hours to 23:00 hours.

##### 3. Conditions

1. That no alcohol will be stored or displayed within 2-metres of the entrance/exit unless behind the staff counter.
2. That no beers / ciders in single cans, bottles or multi-packs with an ABV of above 6.5% will be displayed / sold or offered for sale from the premises.
3. That when the premises are open to the public and the licence is not in operation, all alcohol shall be stored in a locked cabinet/cooler, behind a lockable blind or behind the counter.
4. That all previous management involved in the premises are excluded from the premises and take no part in the operation of the premises



namely: Asif Ali, Kiran Israr, Saeeda Yasmeen and Shazia Imran Islam and Mohammad Islam.

5. That alcohol is displayed as set out in the plan submitted with the application.
6. That an electronic point of sale system (EPOS or POS) is installed and operated at the premises.
7. A written dispersal policy is kept at the premises with the licence and made available for inspection by authorised council officers or the police. All relevant staff shall be trained in the implementation of the dispersal policy.

#### **4. Reasons**

This was an application made by Mr. Muhammad Baloch for a premises licence to be granted under s.17 of the Licensing Act 2003 in respect of the premises known as of Peckham Food and Wine, 176 Peckham High Street, Peckham, London SE15 5EG.

The licensing sub-committee heard from the applicant's representative who advised that the premises was a convenience store offering a range of groceries and goods in addition to the sale of alcohol. Concerning the responsible authorities referring to the premises being located in a cumulative impact area (CIA), the applicant's representative stated that they were not specifically referred to in the Licensing Act 2003. There were public houses on each side of the Peckham Food and Wine premises and any cumulative impact would be at 23:00 hours when the pubs were closing. Peckham Food and Wine would have a steady egress of customers therefore, no cumulative impact would occur. There had also been a previous premises licence, so the argument that a "new licence" was largely irrelevant. Furthermore, the CIA presumption did not relieve the responsible authorities in providing evidence as to how the cumulative impact would be affected by the operation of a new premises. None of the responsible authorities had provided direct evidence to demonstrate their cause of concern. Concerning the issues relating to the proposed DPS raised by trading standards, the applicant had withdrawn this aspect of the application and until a new DPS had been identified by him, he would act as the DPS. Obviously, until the applicant had obtained his personal licence, the premises could not sell alcohol.

The licensing sub-committee heard from the officer from trading standards whose representations were submitted with regard to all four of the licensing objectives.



The officer accepted that the applicant was not connected to the previous owners when the licence had been revoked. The concerns raised by Trading Standards were relevant because the area was particularly challenging. In addition, the proposed DPS (withdrawn by the applicant) had previously been refused an application in 2021. It was the officer's view that this questioned the applicant's abilities of due diligence.

The Metropolitan Police Service informed the sub-committee that the premises had previously been subject to a trading standards premises licence review in 2017, when the premises licence was revoked, and that an appeal against the licence revocation was rejected by the Magistrates' Court. The officer also stated that the premises were located in the Peckham CIA and that the locale has a large problem with street drinking, alcohol abuse and associated crime and disorder; the applicant had failed to address cumulative impact at all in the application.

The environmental protection team confirmed that their representation related to the prevention of public nuisance licensing objective. The premises were located in a cumulative impact area and any increase in alcohol sales in the already saturated CIA was likely to contribute to the negative cumulative impact on public nuisance caused by street drinking, drunkenness, street fouling, and rowdy conduct in the street. Further, the environmental protection team stated that the applicant had failed to address cumulative impact within the body of its application, or at all.

The licensing sub-committee heard from the officer representing licensing as a responsible authority submitted a representation with regard to all four licensing objectives. The licensing responsible authority notes that the premises are located in a cumulative impact area. Licensing as a responsible authority contends that the applicant has failed to address both cumulative impact, and the presumption to refuse applications that are subject to a cumulative impact policy. The premises were subject to a premises licence review submitted by this council's trading standards service in 2017, when the premises licence was revoked, and that an appeal against the revocation was rejected by the Magistrates' Court. An application for a premises licence submitted in 2021 was refused by the licensing sub-committee and the officer was of the view that the previous licensee or DPS may still have an interest in the business. Licensing as a responsible authority recommends that the application is refused unless the applicant can demonstrate that the proposed operation of the premises will not contribute to crime and disorder and public nuisance within the Peckham cumulative impact area.



The licensing sub-committee considered all of the representations made by the applicant and the responsible authorities carefully. The applicant's points concerning cumulative impact, that the responsible authorities had not provided any direct evidence concerning this was not accepted. Southwark's statement of licensing policy was reviewed and subsequently ratified by Council Assembly 25 November 2020. As part of the that review there was a partnership analysis of alcohol related violence as part of the consideration of cumulative impact on licensed premises within Borough & Bankside; Camberwell and Peckham (in addition to areas under monitor) CIA. A partnership analysis was currently being carried out and due to be considered by the full Licensing Committee in late 2022. The sub-committee also took into account Westminster City Council v Middlesex Crown Court [2002] EWHC 1104 which confirmed that a premises licence could be refused on the sole ground that the area was already saturated with licensed premises.

The initial concerns of previous names held by the applicant were explained and the sub-committee were satisfied with the responses they received. The sub-committee concluded that the 2017 issues with the operation of the premises could be satisfactorily resolved with the exclusion of previous management for the operation of the premises, in addition to the conditions referred in this decision.

## **5. Appeal Rights**

The applicant may appeal against any decision:

- a. To impose conditions on the licence
- b. To exclude a licensable activity or refuse to specify a person as premises supervisor.

Any person who made relevant representations in relation to the application who desire to contend that:

- a. The licence ought not to be been granted; or
- b. That on granting the licence, the licensing authority ought to have imposed different or additional conditions to the licence, or ought to have modified them in a different way

may appeal against the decision.

Any appeal must be made to the Magistrates' Court for the area in which the premises are situated. Any appeal must be commenced by notice of appeal given by the appellant to the justices' clerk for the Magistrates' Court within the period of



21 days beginning with the day on which the appellant was notified by the licensing authority of the decision appealed against

Issued by the Constitutional Team on behalf of the Director of Law and Governance.

Date 17 May 2022

**WITNESS STATEMENT**


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

Name: Barry O'Callaghan

Occupation: Principal Licensing Officer

Age if over 18: Over 18

This statement (consisting of: 4 pages each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have willfully stated anything in it which I know to be false, or do not believe to be true.

Signature: 

Date: 28 February 2023

I am a ~~Principle~~ Licensing Officer for Southwark Council and have been employed as such since November 2022. I am a duly authorised officer for the purposes of the Licensing Act 2003, Gambling Act 2005, London Local Authorities Act 1991 and the Health Act 2006.

Unless otherwise stated to the contrary, the contents of this statement are within my personal knowledge and are true. Where the contents are not within my personal knowledge, the information is true to the best of my information knowledge and belief.

I attach as Exhibits "BOC/1-BOC/3" which I will refer to in the course of my Witness Statement

Within Southwark, the licensing responsibility is wholly administered by this council.

Peckham Food and Wine is a small grocery store and off licence situated at 176 Peckham High Street SE15 5EG. The premises licence number 876417 (granted 17 May 2022) allows for the provision of licensable activities as follows: Sale of alcohol to be consumed off the premises: Monday to Sunday: 09:00 hours to 23:00 hours and opening hours: Monday to

Signed 

Dated 28 February 2023

Sunday 07:00 hours to 23:00 hours.

The current designated premises supervisor (DPS) named on the licence is Naseem BALUCH, who holds a personal licence issued by the [REDACTED] This was issued on 24 May 2021.

The Premises Licence holder is Muhammed BALUCH

I attach as my Exhibit BOC/1 a copy of the premises licence.

On Friday 24 February 2023 I was employed on directed patrols across the borough and at about 23:40 I attended outside the premises and saw that the premises were still open and trading. I stood outside for approximately 10 minutes to see if any customers were coming out with alcohol and did not witness any instances of this.

At about 23:50 I entered the premises and was immediately engaged by the sole member of staff behind the counter a man who later gave his name as Mr [REDACTED] I introduced myself and presented my official identification. He said that he knew the premises should close at 23:00 but that he was waiting for the boss to arrive and close up. He assured me that no alcohol had been sold since 23:00

He did provide me with a copy of the premises licence and a refusals log (last entry 6/2/23) but was unable to provide any training records for staff at the premises.

Due to the fact that there were a number of people outside trying to gain entry I decided to do a small dip sample of the conditions on the licence. I saw displayed in the open chiller cabinets at the rear of the shop a quantity of cans of the following items ASPAL Premier Cru cider alcohol (alcohol 6.8% volume)

Signed [REDACTED]

Dated 28 February 2023



I took a picture of the items displayed and now produce the image as my exhibit BOC/2

Also displayed was a quantity of cans of Henry Weston's Cloudy vintage cider (alcohol 7.3% volume) I took another photo of the display and now produce this image as my exhibit BOC/3

As I was taking photos of the items Mr [REDACTED] said that he had recently purchased the items as he thought they were just new flavours with the same alcohol content as others previously he had previously purchased.

All items were then removed from display by Mr [REDACTED]

The queue from the pub were still congregating around the main door, some shouting why was I allowed in. I left the premises at that stage to diffuse the situation and allow Mr [REDACTED] to close the premises completely

The following conditions attached to the licence appear to have been breached

343 - All relevant staff shall be trained in the law about the sale of alcohol. Such training will include challenging every individual who appears to be under 25 years of age and refusing service where individuals cannot produce acceptable means of identification, acceptable forms of ID, and using the refusal register. Such training (including any refresher training) will be logged and ongoing

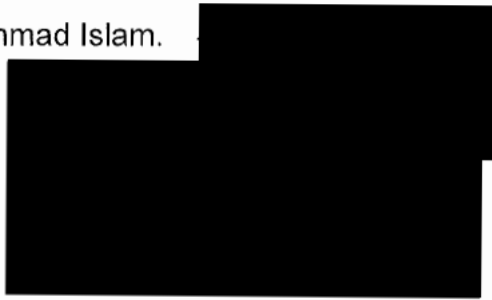
841 That no beers / ciders in single cans, bottles or multi-packs with an ABV of above 6.5% will be displayed / sold or offered for sale from the premises.

842 That when the premises are open to the public and the licence is not in operation, all alcohol shall be stored in a locked cabinet / cooler, behind a lockable blind or behind the counter.

Signed [REDACTED]

Dated 28 February 2023

843 That all previous management involved in the premises are excluded from the premises and take no part in the operation of the premises namely: Asif Ali, Kiran Israr, Saeeda Yasmeen and Shazia Imran Islam and Mohammad Islam.



Signed



Dated 28 February 2023

# Licensing Act 2003 Premises Licence



Regulatory Services  
Licensing Unit  
Hub 1, 3rd Floor  
PO Box 64529  
London, SE1P 5LX

Premises licence number

876417

## Part 1 - Premises details

<b>Postal address of premises, or if none, ordnance survey map reference or description</b>	
Peckham Food and Wine 176 Peckham High Street London SE15 5EG	
Ordnance survey map reference (if applicable), 534464176745	
<b>Post town</b> London	<b>Post code</b> SE15 5EG
<b>Telephone number</b> [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**

Monday	07:00 - 23:00
Tuesday	07:00 - 23:00
Wednesday	07:00 - 23:00
Thursday	07:00 - 23:00
Friday	07:00 - 23:00
Saturday	07:00 - 23:00
Sunday	07:00 - 23:00

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

Sale by retail of alcohol to be consumed 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	09:00 - 23:00
Tuesday	09:00 - 23:00
Wednesday	09:00 - 23:00
Thursday	09:00 - 23:00
Friday	09:00 - 23:00
Saturday	09:00 - 23:00
Sunday	09:00 - 23:00

**Part 2**

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

Muhammad Baloch

**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**


Naseem Baluch

**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.

Authority

Licence Issue date 17/05/2022



Head of Regulatory Services  
Hub 1, 3rd Floor  
PO Box 64529  
London, SE1P 5LX  
020 7525 5748  
licensing@southwark.gov.uk

**Annex 1 - Mandatory conditions**

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

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

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

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

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises –

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

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

(b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;

(c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner carries a significant risk of undermining a licensing objective;

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

(e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

**487** The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.

**488** (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) 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 either

- (a) a holographic mark; or
- (b) an ultraviolet feature.

**489** The responsible person shall ensure that -

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

- (i) Beer or cider: 1/2 pint;
- (ii) Gin, rum, vodka or whisky: 25 ml or 35 ml; and
- (iii) Still wine in a glass: 125 ml;

(b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and

(c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available,

**491** 1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purpose of the condition set out in paragraph (1):

- (a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;
- (b) "permitted price" is the price found by applying the formula

$$P = D + (D \times V),$$

where-

- (i) P is the permitted price,
- (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
- (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;
- (c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence –
  - (i) the holder of the premises licence:
  - (ii) the designated premises supervisor (if any) in respect of such a licence; or

(iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;

(iv) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and

(v) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

4. (1) Sub-paragraph (2) applies where the permitted price given by paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax;

(2) the permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.



## **Annex 2 - Conditions consistent with the operating Schedule**

**340** A CCTV recording system shall be installed that is compliant with, and capable of, capturing an image of evidential standards. The system shall continually record whilst the venue is open for licensable activity and/or when customers are present on the premises. All CCTV recordings shall be time- & date-stamped and maintained for a minimum of thirty-one (31) days. Cameras shall be installed so as to cover both internal and external areas of the premises. At least one camera shall cover ingress/egress points.

**341** Staff shall be fully trained in the operation of the CCTV system and there shall be at least one member of staff on duty during trading hours who is able to provide copies of CCTV recordings to the Police and authorised officers of the Local Authority. Such copies shall, in any event, be provided within forty-eight (48) hours.

**342** The "Challenge 25"/"Think 25" proof of age scheme shall be operated at the premises. All customers who appear under the age of 25 will be challenged to prove that they are over 18 when attempting to purchase alcohol. Acceptable forms of ID include a photo driving licence, passport, or home office approved identity card bearing the holographic 'PASS' mark. If the person seeking alcohol is unable to produce an acceptable form of identification, no sale or supply of alcohol shall be made to or for that person.

**343** All relevant staff shall be trained in the law about the sale of alcohol. Such training will include challenging every individual who appears to be under 25 years of age and refusing service where individuals cannot produce acceptable means of identification, acceptable forms of ID, and using the refusal register. Such training (including any refresher training) will be logged and ongoing.

**344** The premises licence holder shall ensure that notices shall be displayed in the premises, advising;

- CCTV is in operation
- a 'Challenge 25' scheme operates in the premises
- 'No proof of age – no Sale'
- Patrons should respect the needs of local residents and leave the area quietly

**345** A refusals log must be kept at the premises, and made immediately available on request to the police or an authorised person. The refusals log is to be inspected on a monthly basis by the DPS and noted in the log and a record made in the log of any actions that appear to be needed to protect young people from harm. The log must record all refused sales of alcohol and include the following:

- a) the identity of the member of staff who refused the sale;
- b) the date and time of the refusal;
- c) the alcohol requested and reason for refusal;
- d) description of the person refused alcohol

**346** Alcohol shall only be purchased for sale within the premises from reputable sources and not from door-to-door sellers. The premises licence holder shall ensure all receipts for goods brought include the following details:

- i. Seller's name and address
- ii. Seller's company details, if applicable
- iii. Seller's VAT details, if applicable

Such receipts are to be made available to officers of the local authority or police service upon reasonable request.

**347** The area immediately outside the premises shall be monitored to ensure that any litter generated by the premises and/or its customers is regularly cleared.

**348** Alcohol shall not be sold in an open container or consumed on the premises.

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

**840** That no alcohol will be stored or displayed within 2-metres of the entrance/exit unless behind the staff counter.

**841** That no beers / ciders in single cans, bottles or multi-packs with an ABV of above 6.5% will be displayed / sold or offered for sale from the premises.

**842** That when the premises are open to the public and the licence is not in operation, all alcohol shall be stored in a locked cabinet/cooler, behind a lockable blind or behind the counter.

**843** That all previous management involved in the premises are excluded from the premises and take no part in the operation of the premises namely: Asif Ali, Kiran Israr, Saeeda Yasmeen and Shazia Imran Islam and Mohammad Islam

**844** That alcohol is displayed as set out in the plan submitted with the application.

**845** That an electronic point of sale system (EPOS or POS) is installed and operated at the premises.

**846** A written dispersal policy is kept at the premises with the licence and made available for inspection by authorised council officers or the police. All relevant staff shall be trained in the implementation of the dispersal policy.

**Annex 4 - Plans - Attached**

Licence No. 876417

Plan No. N/A

Plan Date N/A

BOC/2



BOC/3



RESTRICTED (when complete)

MG11C

### WITNESS STATEMENT

**Criminal Procedure Rules, r 27. 2; Criminal Justice Act 1967, s. 9; Magistrates' Courts Act 1980, s.5B**

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Statement of: PC Maria O'MAHONEY 2321AS

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

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

Witness Signature: ..... Date: 28/02/2023

Before writing this statement I have viewed my BWV footage which I exhibit as MVO/1 and MVO/2.

I am a Police Officer attached to the Night Time Economy Team and part of my duties are checking that licensed premises adhere to their licence conditions. On Saturday the 25<sup>th</sup> February 2023 I was on duty in plain clothes in the company of PC Lorena HAUGHEY 2737AS.

At 23:45 hours I was driving along PECKHAM HIGH STREET when I notice that PECKHAM FOOD AND WINE 176 PECKHAM HIGH STRET SE15 5EG was open. I decided to do an inspection as I was aware that their opening hours were 07:00 hours to 23:00 hours and their granted licensable activities were 09:00 hours to 23:00 hours. At 23:50 hours we approached the shop and I could see a male serving customers through a hatch. I now know this male to be [redacted] date of birth [redacted] [redacted] I identified myself to Mr [redacted] as Police Officer showing him my warrant card and asked to come in so I could do a licensing inspection.

We entered the shop and I asked [redacted] if he was the DPS and he said no but he was a Personal Licence holder. I asked to see his Personal Licence but [redacted] said that he didn't have it as he had sent it back to Havering Council to have his address changed. I asked him was he still selling alcohol and he said no that he had stopped at 23:00 hours. On checking the Premises Licence I noticed that condition:-

843 - That all previous management involved in the premises are excluded from the premises and take no part in the operation of the premises namely: Asif ALI.

I asked [redacted] had he previously had any dealings or worked at PECKHAM FOOD AND WINE. [redacted] replied "Never had I worked here". He confirmed that it was him named on condition 843 of the Premises Licence. He then said that he could work there as staff but not management. I pointed out to [redacted] that the condition stated that he was "excluded from the premises and to take no part in the operation". He then said that "as the boss told me as a management you can't work but as staff you can". He then said the brother of the owner Mr BALOCH was on holiday and asked him to come in and help. He then said that he thought he was allowed to work there after 23:00 hours when the Premises was no longer allowed to sell alcohol. He also stated that he had never had anything to do with PECKHAM

Witness Signature: .....

Signature Witnessed by Signature: .....

Continuation of Statement of:

FOOD AND WINE and that this condition was from a previous Off Licence he had worked in which was PRESCO FOOD AND WINE SOUTHAMPTON WAY where he had received a caution for selling counterfeit alcohol.

I asked [redacted] if he could show me the CCTV. [redacted] claimed that the CCTV was locked in another room and the boss had left with the key at 23:00 hours. This is a breach of conditions:-

340 - A CCTV recording system shall be installed that is compliant with, and capable of, capturing an image of evidential standards. The system shall continually record whilst the venue is open for licensable activity and/or when customers are present on the premises. All CCTV recordings shall be time- & date-stamped and maintained for a minimum of thirty-one (31) days. Cameras shall be installed so as to cover both internal and external areas of the premises. At least one camera shall cover ingress/egress points.

341 - Staff shall be fully trained in the operation of the CCTV system and there shall be at least one member of staff on duty during trading hours who is able to provide copies of CCTV recordings to the Police and authorised officers of the Local Authority. Such copies shall, in any event, be provided within forty-eight (48) hours.

As I was leaving I told Mr ALI to let Mr BALUCH know that I would be returning Sunday night before 23:00 hours to view the CCTV.

On Sunday the 26<sup>th</sup> February 2023 at 22:15 hours myself and PC HAUGHEY returned to PECKHAM FOOD AND WINE. Working behind the counter was a female who gave her name as [redacted] We identified ourselves as Police Officers and explained that we were there to carry out a licensing inspection. Ms [redacted] was unable to produce any ID to verify her details but her name appeared on the training records and the authority letter stating she had been authorised by the DPS to sell alcohol. I asked her how long she had worked at PECKHAM FOOD AND WINE and she said she was training and had only been there for two weeks. I asked to view the CCTV and Ms [redacted] claimed it wasn't working as there was a problem with the hard drive. Ms [redacted] was extremely nervous and I had to tell her to calm down and to contact her boss. Ms [redacted] said he was upstairs in the flats above the shop where he lives. I asked her to phone him to come down so we could carry out the inspection with him. She got Mr BALUCH on the phone and he refused to come down as he was eating dinner with his family. As Ms [redacted] was on the phone a customer came in and I noticed that she did not use the till to ring in the sale but was using a calculator to work out the price. I picked up a can of Tyskie beer and asked Ms [redacted] to demonstrate the EPOS or POS sale system. Ms [redacted] then explained that the EPOS sale system wasn't working so that none of the alcohol or cigarettes were being scanned. This was a breach of condition:-

845 - That an electronic point of sale system (EPOS or POS) is installed and operated at the premises.

Ms [redacted] was still on the phone to Mr BALUCH so I asked her to put him on the phone to me as I was concerned that she had only been working there two weeks and was still

Witness Signature: .....

Signature Witnessed by Signature:.....



Continuation of Statement of:

training. There were a number of breaches of the Premises Licence and I would be issuing a Notification of Offences. Ms [redacted] asked Mr BULACH to speak to me on the phone so the issues could be addressed but he refused requesting that I email him. I asked Ms [redacted] to tell Mr BULACH that I would be making a note that he refused to speak to me. I also asked her to ask him why he had [redacted] working in the shop when there is a condition on the Premises Licence that he is not allowed to be involved with the premises. Ms [redacted] relayed this to Mr BULACH who replied that because [redacted] was in there after 23:00 hours the Premises licence conditions are no longer enforceable.

As Mr BULACH refused to either come downstairs or speak to me on the phone I issued the Notification of Offences to [redacted] who signed acknowledging receipt of the form before leaving the premises.

Witness Signature: .....

Signature Witnessed by Signature:.....

## APPENDIX C TRADING STANDARDS

**From:** Moore, Ray <[Ray.Moore@southwark.gov.uk](mailto:Ray.Moore@southwark.gov.uk)>

**Sent:** Tuesday, September 12, 2023 2:29 PM

**To:** Regen, Licensing <[Licensing.Regen@southwark.gov.uk](mailto:Licensing.Regen@southwark.gov.uk)>; Tucker, Matt <[Matt.Tucker@southwark.gov.uk](mailto:Matt.Tucker@southwark.gov.uk)>

**Cc:** [REDACTED]

**Subject:** Application to Vary a Premises License, Mr Muhammad BALOCH, Peckham Food and Wine, 176 Peckham High Street, London, SE15 5EG

Trading Standards as a responsible authority are in receipt of an application to vary a premises license (number 876417).

The variation sought is as follows:-

"To remove Asif Ali name from condition 843 so that it will read "That all previous management involved in the premises are excluded from the premises and take no part in the operation of the premises namely: Kiran Israr, Saeeda Yasmeen, Shazia Imran Islam and Mohammad Islam"

Furthermore, the current licence issued by the council has no conditions attached at Annex 2 and as part of this application the premises licence holder would be agreeable to this being corrected and the other conditions offered in the operating schedule when this application for a premises licence was made being added onto the licence.

All other hours, licensable activities and conditions on the licence to remain unchanged."

Trading Standards as a responsible authority are making representations in respect of this application under all the licensing objectives and strongly object to Mr Asif ALI KHAN being allowed to work at the premises. This particular condition was specified by the licensing subcommittee in relation to the application for a new premises license to Mr Muhammad BALOCH after it had emerged during the application process that Mr Asif ALI KHAN had been working at the premises. In fact he was originally down to be the Designated Premises Supervisor. He had not previously been associated with this premises but had been involved with 2 other premises in the borough i.e. Presco, 133-135 Southampton Way, SE5 7EW and Presco, 244 Southwark Park Road, London, SE16 3RN. The other people who were named by the licensing subcommittee are people who had been involved with the premises before it had its license revoked for a series of issues including allegations of modern day slavery which on appeal, the judge stated that conditions amounted to those of modern day slavery.

In spite of these matters being specified as conditions for Mr BALOCH being granted a premises license he then went on to employ Mr Asif Ali KHAN at the premises. This was brought to Ray MOORE's attention in the Trading Standards Team who had previously dealt with matters at 176 Peckham High Street, 244 Southwark Park Road and 133-135 Southampton Way. The police night time economy team had informed Mr MOORE that they had met Mr Asif ALI KHAN at the premises. This had been late at night and outside of licensed hours. They had also found bottles of lager and cider that were over 6.5% ABV in contraventions of conditions on the license when it was granted in 2022. Mr

KHAN claimed that he did not work there when the sale of alcohol was taking place. As a result Mr MOORE visited the premises on 9 March 2023. When he checked the records he found that Mr Asif ALI KHAN had been authorised to sell alcohol and that he had signed the training records. Furthermore he was entered into the refusals register as refusing sales of alcohol.

Attached are photographs of those records taken by Mr MOORE on the day (9/03/2023) as RAYAAK1 to 3.

Also attached are the licensing subcommittee notices of decision for:-  
244 Southwark Park Road (licensing subcommittee notes and decision) (RAYAAK4)  
176 Peckham High Street dated 17 May 2022 (RAYAAK5)  
Newspaper article on appeal for revocation of license for 176 Peckham High Street...Southwark News 10 July 2018 (RAYAAK6)

Ray MOORE

Principal Trading Standards Enforcement Officer

REFUSALS REGISTER

Date	Time	Product attempted	Name of person or description	Why sale refused?	St m
22/06/2022	9:00 PM	Sourz	Two Young White guys	No ID	XAS
01/07/2022	11:00 PM	Jack Daniel	Young lady Black	No ID / only picture on phone	
03/07/2022	7:33 PM	CIDER	Middle age 30, 36 white	No ID <sup>But</sup> <del>at</del> Drunk	
04/07/2022	10:11 AM	BEER + Whiskey	Three Young Scotch guys white	Under Age No ID	
09/07/2022	1:40 PM	Rum	Young Girl Black	No ID	
13/07/2022	3:30 PM	BEER	Young Boy under age	No ID	
17/07/2022	7:07 PM	Win + Cigaretts	Young Boy Drunk		
25/07/2022	12:11 PM	Cider	Young Boy white	No ID	

Key: M / F - Male or Female

U/A - Underage

D/D - drunk or disorderly

Dr - under the influence of

### THE MAXIM YOU MUST FOLLOW IS:-

If in doubt do not make the sale. You have the right of refusal which will be backed up by the Manager and the Company. If a refusal is actioned, record the details in the refusal book e.g. male/female, date, time, reason – underage, drunk, abusive etc.

Be aware of the licensing hours and ensure that the blinds are down or tensor barriers in place to prevent access to alcohol displays outside of permitted alcohol trading hours and that no sale takes place outside these hours.

### STAFF TO READ AND SIGN:

I read and fully understand my responsibility in ensuring that I conform to the laws and regulations covering the sale of alcohol.

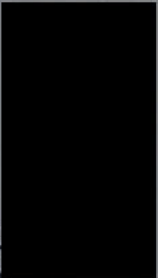
ed	Print Name	Date	Position
[Redacted]	[Redacted]	29/06/22	STAFF member
[Redacted]	[Redacted]	07/07/2022	STAFF member
[Redacted]	[Redacted]	06/07/2022	staff member.
[Redacted]	[Redacted]	07-12-2022	STAFF member
[Redacted]	[Redacted]	16/02/23	STAFF member
[Redacted]	[Redacted]	27/2/23	STAFF Member
[Redacted]	[Redacted]		
[Redacted]	[Redacted]		
[Redacted]	[Redacted]		
[Redacted]	[Redacted]		
[Redacted]	[Redacted]		
[Redacted]	[Redacted]		
[Redacted]	[Redacted]		

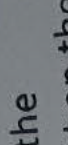
**DESIGNATED PREMISES SUPERVISOR (DPS)  
LETTER OF AUTHORISATION**

to whom it may concern:

NASEEM BALUCH, being the Designated Premises Supervisor (DPS)

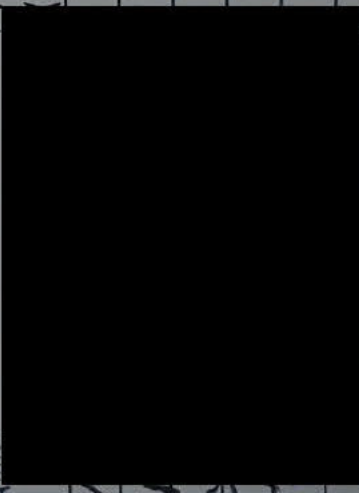
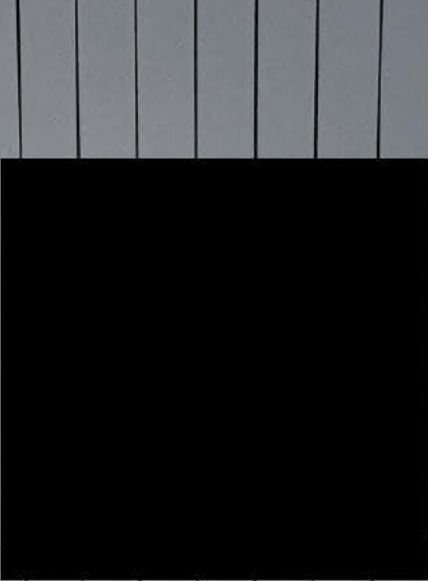
of the holder of a Personal Licence am the person in a position of authority on the premises known as PECKHAM Food & Wine.

Personal Licence Number: 

Personal Licence Number:  I hereby authorise the following named personnel to sell and supply alcohol, to comply with the Licensing Act and the conditions attached to the licence. This being either when I am present on the premises or in my absence when I am away from the premises. I can always be contactable on the following telephone number:

**NAMES OF AUTHORISED PERSONS:**

I, being a person named below am aware of and accept my responsibilities under the Licensing Act 2003 and will endeavour to comply in accordance with the licensing law and the licence conditions attached to the licence.

NAME	PERSONAL LICENCE NO. (If applicable)	SIGNATURE
	5/7/2022	
	16/02/2023	

Licensing Sub-Committee MINUTES of the OPEN section of the Licensing Sub-Committee held on Monday 10 November 2014 at 10.00 am at Ground Floor Meeting Room G02C - 160 Tooley Street, London SE1 2QH PRESENT:

Councillor Renata Hamvas (Chair) Councillor Dora Dixon-Fyle MBE Councillor Lorraine Lauder MBE

OTHER MEMBERS PRESENT: Asif Ali, applicant, Presco Food and Wine Anna Ali, applicant, Presco Food and Wine Graham Hopkins, legal representative Graham White, Metropolitan Police Service Donovan Haye, representative from Club Favour Kamart Pennyfeather, witness for Club Favour Emeka Osisiona, representative from Club Favour Fatima Sheriff, applicant, Fanta's Beauty OFFICER SUPPORT: Debra Allday, legal officer Cynthia Barrientos, legal officer Dorcas Mills, licensing officer Mark Orton, licensing officer Ray Moore, trading standards officer Bill Masini, trading standards officer Farhad Chowdhury, health and safety officer Andrew Weir, constitutional officer

1. APOLOGIES There were none.

2. CONFIRMATION OF VOTING MEMBERS The members present were confirmed as the voting members.

3. NOTIFICATION OF ANY ITEMS OF BUSINESS WHICH THE CHAIR DEEMS URGENT There were none. 2 Licensing Sub-Committee - Monday 10 November 2014 4. DISCLOSURE OF INTERESTS AND DISPENSATIONS There were none.

5. LICENSING ACT 2003: PRESCO FOOD & WINE, 244 SOUTHWARK PARK ROAD, LONDON SE16 3RN The licensing officer presented their report. The licensing officer advised that the police and the trading standards officers had requested that additional documentary evidence be placed before the sub-committee. The applicants' representative objected to this under Section 18 of the Licensing Act 2003 (Hearings) Regulations 2005, but were agreeable that both police and trading standards could make oral representations, which was accepted by the police and trading standards. Members had no questions for the licensing officer. The applicants addressed the sub-committee. Members had questions for the applicants The trading standards officer addressed the sub-committee. Members had questions for the trading standards officer. The Metropolitan Police Service representative addressed the sub-committee. Members had questions for the police representative. The meeting adjourned at 1.02pm, at the request of the applicants' representative to allow the applicants and their representative time for a private discussion. The meeting resumed at 1.09pm. The meeting adjourned at 1.21pm, at the request of the applicants' representative to allow the applicants and their representative time for a private discussion. The meeting resumed at 1.26pm. At this point the applicants' representative advised that they were no longer representing the applicants and that the applicants would continue without any representation. The meeting went into closed session at 11.02am. The meeting resumed at 12.32pm and the chair read out the decision of the sub committee. RESOLVED: That the application submitted by Anna Ali for the grant of a premises licence issued under the Licensing Act 2003 in respect of 244 Southwark Park Road, SE16 3RN be refused. Reasons The police and the trading standards officer requested that

additional documentary evidence be placed before the sub-committee. However, the applicant's representatives objected under Section 18 of the Licensing Act 2003 (Hearings) Regulations 2005, but were agreeable that both police and trading standards could make oral representations, 3 Licensing Sub-Committee - Monday 10 November 2014 which was accepted by the police and trading standards. The licensing sub-committee heard evidence from the applicant's representative who informed the sub-committee that the premises was a groceries convenience newsagents that was owned by Yaqoob Khan, the uncle of Mr Ali, the applicant's husband, who owned 12 other such stores. Two previous Temporary event notices (TENs) had been granted without issues, which had been applied for after Mrs Balakrishna, who had surrendered the licence after she was sacked for selling single cigarettes. The application was to reinstate the licence on the same basis as that granted in March 2006. It was accepted that Mr Ali had drafted the application, and that Mrs Ali had accepted all of the suggested police conditions and that she would work in the shop as an assistant manager. Mr Ali had accepted a simple caution in respect of counterfeit alcohol, which was accepted by him. The applicant's representative highlighted that there were no representations made by local residents or local businesses or from the environmental protection team. The sub-committee enquired as to who would be running the premises on a day to day basis and were informed that it would be Mr Ali and the designated premises supervisor (DPS) and a Mr Michael, who has a personal licence (currently employed at another premises owned by Mr Yakoob Khan). Mrs Ali and a Mr John would be working in the premises when they receive their personal licences. Mrs Ali confirmed that she had completed the personal licence course in June/July 2014 but had yet to apply for her personal licence. When asked about the Challenge 25 obligations she was unable to provide specific details. The licensing sub-committee heard from the trading standards officer who stated that the applicant, Mrs Ali, was a front for her husband, Mr Asif Ali, who would not be a suitable personal licence holder (or DPS). It was the trading standards officer's belief that the application was a sham in order to circumvent the provisions and the aims of the Licensing Act 2003. All of the documentation had been completed by the applicant's husband and Mr Ali sought to be the DPS. The original application had been rejected because Mr Ali had signed it on behalf of his wife. Two TENs had been granted in the name of Mr Ali, each requesting the sale of alcohol 24 hours per day, seven days per week. A third TENs was rejected following objections from the environmental protection team. Trading standards went on to give evidence concerning diversion fraud spirits from a shop owned by Yakoob Khan and managed by Mr Asif Ali at Presco, 133-135 Southampton Way SE5 7EW. A quantity of diversion fraud spirits were found at the premises being seven bottles of High Commission Whisky and two bottles of Glenn's Vodka. Mr Ali and Mr Yakoob Khan were interviewed by trading standards on 1 September 2014 who stated that the offending spirits had been bought off of a student. Both Mr Asif Ali and Mr Yakoob Khan accepted simple cautions for these trademarks offences. Trading standards also stated that in August 2014 a Mrs Balakrishna voluntarily surrendered the old licence after she was forcibly evicted from the premises, after a prolonged campaign of harassment by Mr Ali and that her colleague, Nazim Ali had been assaulted by Mr Asif Ali, in addition to taking



cigarettes and money from the till. Due to a lack of premises licence, no licensable activities were permitted to take place at the premises. On 5 September 2014, a warning letter was hand delivered to the premises, advising of the same. Trading standards returned to the premises on 10 October 2014 and noted that there was alcohol on the shelves but covered with paper bags; the two 4 Licensing Sub-Committee - Monday 10 November 2014 people working in the shop stated that Mr Asif Ali was their boss. On 24 October 2014, officers from trading standards and the police attended the premises. One male with a foreign student visa was working in the shop and stated that he was being paid £2.50 per hour/£30 for a 12 hour shift. The sub-committee noted that the employment of a person on a student visa was an immigration offence. The licensing sub-committee heard from the Metropolitan Police Service representative who stated that their original representation was in response to the application that was before him. However, on 29 October 2014 he received additional information and stated that there were exceptional reasons to refuse the application. The sub-committee were provided with evidence from the police representative of a highly sensitive nature in closed session, in accordance with paragraph 14 of the Licensing Act 2003 (Hearings) Regulations 2005. When all other parties returned to the room, the police officer stated that the employees of the premises did not control the amount of youths that they had in the shop at any one time and that this was causing serious anti-social behaviour in the area. Furthermore, the premises failed to assist the police in providing CCTV to assist in prosecuting offenders. On 5 November 2014 armed police were called to the premises in response to a report that a male was seen standing at the doorway of the premises with a gun, walking in and out of the premises. The male was seen waving the gun with both hands on it and pointing it at members of the public. The police arrested the suspect, who was employed by the premises. The gun was in fact a BB gun and in addition to it, a magazine and pellets were found at the premises as well as a baton. On 6 November 2014 there was a fire at the location and both the police and fire brigade were required to attend. The fire brigade confirmed that a firework, being a rocket that would be used in public displays, had been let off into the shop. The fire brigade noted that the fire exit at the rear of the premises had been padlocked shut and if persons had been in the premises it was unlikely that they would have been able to escape safely. Mr Ali stated that the gun was a plastic gun and that youths had been aggressive to the employee and that the plastic gun was the same as those of being sold in the shop. He also stated that the pellets were sold separately. Mr Ali stated that he had received a lot of threats as a result of not selling alcohol to young people. Concerning the baton found on the premises, Mr Ali stated that this was Mr John's, which he had in the premises previously.

After a short adjournment, requested by the applicant's representative, the representative withdrew their services. Mr and Mrs Ali advised that they wished to continue with the application without representation. Neither Mr nor Mrs Ali explained the incident that took place on 6 November 2014.

The sub-committee found that this was a sham application and that it was in the name of Mrs Ali only. Mr Ali is a relative of the leaseholder Mr Yakooob Khan. Mr Ali and Mr Khan have accepted cautions in relation to trade marks offences relating to

spirits. There are allegations of violence and theft in relation to Mr Asif Ali. The TENs applications were submitted in the name of Mr Asif Ali. Staff at the premises stated in October 2014 that Mr Asif Ali was their boss. If the application is by Mrs Ali, she has exercised poor judgement in appointing Mr Asif Ali as the DPS. Furthermore, she has allowed the payment of staff 5 Licensing Sub-Committee - Monday 10 November 2014 substantially below the minimum wage and in breach of immigration laws. The incident on 5 November 2014 involved Mr John, who the applicant originally stated would be on a day to day basis as a personal licence holder. This contention was retracted on the police disclosure of the incident. Finally, the incident on 6 November 2014, which was serious in itself, the fire brigade found that the fire exits were padlocked shut, which potentially was a public safety concern. In reaching this decision the sub-committee had regard to all the relevant considerations and the four licensing objectives and considered that this decision was appropriate and proportionate.

Appeal rights The applicant may appeal against any decision a) To impose conditions on the licence b) To exclude a licensable activity or refuse to specify a person as premises supervisor. Any person who made relevant representations in relation to the application who desire to contend that a) That the licence ought not to be been granted or b) That on granting the licence, the licensing authority ought to have imposed different or additional conditions on the licence, or ought to have modified them in a different way may appeal against the decision. Any appeal must be made to the magistrates' court for the area in which the premises are situated. Any appeal must be commenced by notice of appeal given by the appellant to the justices' clerk for the magistrates' court within the period of 21 days beginning with the day on which the appellant was notified by the licensing authority of the decision appealed against.

## NOTICE OF DECISION

LICENSING SUB-COMMITTEE – 17 MAY 2022

S.17 LICENSING ACT 2003: PECKHAM FOOD AND WINE, 176 PECKHAM HIGH STREET, PECKHAM, LONDON SE15 5EG

### 1. Decision

That the application made by Mr. Muhammad Baloch for a premises licence to be granted under s.17 of the Licensing Act 2003 in respect of the premises known as of Peckham Food and Wine, 176 Peckham High Street, Peckham, London SE15 5EG and subject to the appointment of a designated premises supervisor is granted.

### 2. Hours

The sale of alcohol to be consumed off the premises Monday to Sunday  
09:00 hours to 23:00 hours  
Opening hours of the premises Monday to Sunday: 07:00 hours to  
23:00 hours.

### 3. Conditions

1. That no alcohol will be stored or displayed within 2-metres of the entrance/exit unless behind the staff counter.

2. That no beers / ciders in single cans, bottles or multi-packs with

an ABV of above 6.5% will be displayed / sold or offered for sale from the premises.

3. That when the premises are open to the public and the licence is not in operation, all alcohol shall be stored in a locked cabinet/cooler, behind a lockable blind or behind the counter.

4. That all previous management involved in the premises are excluded from the premises and take no part in the operation of the premises namely: Asif Ali, Kiran Israr, Saeeda Yasmeen and Shazia Imran Islam and Mohammad Islam.

5. That alcohol is displayed as set out in the plan submitted with the application.

6. That an electronic point of sale system (EPOS or POS) is installed and operated at the premises.

7. A written dispersal policy is kept at the premises with the licence and made available for inspection by authorised council officers or the police. All relevant staff shall be trained in the implementation of the dispersal policy.

#### 4. Reasons

This was an application made by Mr. Muhammad Baloch for a premises licence to be granted under s.17 of the Licensing Act 2003 in respect of the premises known as of Peckham Food and Wine, 176 Peckham High Street, Peckham, London SE15 5EG.

The licensing sub-committee heard from the applicant's representative who advised that the premises was a convenience store offering a range of groceries and goods in addition to the sale of alcohol. Concerning the responsible authorities referring to the premises being located in a cumulative impact area (CIA), the applicant's representative stated that they were not specifically referred to in the Licensing Act 2003. There were public houses on each side of the Peckham Food and Wine premises and any cumulative impact would be at 23:00 hours when the pubs were closing. Peckham Food and Wine would have a steady egress of customers therefore, no cumulative impact would occur. There had also been a previous premises licence, so the argument that a "new licence" was largely irrelevant. Furthermore, the CIA presumption did not relieve the responsible authorities in providing evidence as to how the cumulative impact would be affected by the operation of a new premises. None of the responsible authorities had provided direct evidence to demonstrate their cause of concern. Concerning the issues relating to the proposed DPS raised by trading standards, the applicant had withdrawn this aspect of the application and until a new DPS had been identified by him, he would act as the DPS. Obviously, until the applicant had obtained his personal licence, the premises could not sell alcohol.

The licensing sub-committee heard from the officer from trading standards whose representations were submitted with regard to all four of the licensing objectives. The officer accepted that the applicant was not connected to the previous owners when the licence had been revoked. The concerns raised by Trading Standards were relevant because the area was particularly challenging. In addition, the proposed DPS (withdrawn by the applicant) had previously been refused an application in 2021. It was the officer's view that this

questioned the applicant's abilities of due diligence.

The Metropolitan Police Service informed the sub-committee that the premises had previously been subject to a trading standards premises licence review in 2017, when the premises licence was revoked, and that an appeal against the licence revocation was rejected by the Magistrates' Court. The officer also stated that the premises were located in the Peckham CIA and that the locale has a large problem with street drinking, alcohol abuse and associated crime and disorder; the applicant had failed to address cumulative impact at all in the application.

The environmental protection team confirmed that their representation related to the prevention of public nuisance licensing objective. The premises were located in a cumulative impact area and any increase in alcohol sales in the already saturated CIA was likely to contribute to the negative cumulative impact on public nuisance caused by street drinking, drunkenness, street fouling, and rowdy conduct in the street. Further, the environmental protection team stated that the applicant had failed to address cumulative impact within the body of its application, or at all.

The licensing sub-committee heard from the officer representing licensing as a responsible authority submitted a representation with regard to all four licensing objectives. The licensing responsible authority notes that the premises are located in a cumulative impact area. Licensing as a responsible authority contends that the applicant has failed to address both cumulative impact, and the presumption to refuse applications that are subject to a cumulative impact policy. The premises were subject to a premises licence review

submitted by this council's trading standards service in 2017, when the premises licence was revoked, and that an appeal against the revocation was rejected by the Magistrates' Court. An application for a premises licence submitted in 2021 was refused by the licensing sub-committee and the officer was of the view that the previous licensee or DPS may still have an interest in the business. Licensing as a responsible authority recommends that the application is refused unless the applicant can demonstrate that the proposed operation of the premises will not contribute to crime and disorder and public nuisance within the Peckham cumulative impact area.

The licensing sub-committee considered all of the representations made by the applicant and the responsible authorities carefully. The applicant's points concerning cumulative impact, that the responsible authorities had not provided any direct evidence concerning this was not accepted. Soutwark's statement of licensing policy was reviewed and subsequently ratified by Council Assembly 25 November 2020. As part of the that review there was a partnership analysis of alcohol related violence as part of the consideration of cumulative impact on licensed premises within Borough & Bankside; Camberwell and Peckham (in addition to areas under monitor) CIA. A partnership analysis was currently being carried out and due to be considered by the full Licensing Committee in late 2022. The sub-committee also took into account *Westminster City Council v Middlesex Crown Court* [2002] EWHC 1104 which confirmed that a premises licence could be refused on the sole ground that the area was already saturated with licensed premises.

The initial concerns of previous names held by the applicant were explained and the sub-committee were satisfied with the responses

they received. The sub-committee concluded that the 2017 issues with the operation of the premises could be satisfactorily resolved with the exclusion of previous management for the operation of the premises, in addition to the conditions referred in this decision.

## 5. Appeal Rights

The applicant may appeal against any decision:

- a. To impose conditions on the licence
- b. To exclude a licensable activity or refuse to specify a person as premises supervisor.

Any person who made relevant representations in relation to the application who desire to contend that:

- a. The licence ought not to be been granted; or
- b. That on granting the licence, the licensing authority ought to have imposed different or additional conditions to the licence, or ought to have modified them in a different way

may appeal against the decision.

Any appeal must be made to the Magistrates' Court for the area in which the premises are situated. Any appeal must be commenced by notice of appeal given by the appellant to the justices' clerk for the Magistrates' Court within the period of 21 days beginning with the day on which the appellant was notified by the licensing authority of the decision appealed against



Issued by the Constitutional Team on behalf of the Director of Law and Governance.

Date 17 May 2022



BERMONDSEY BISCUIT  
ROTHERHITHE DOCKER

WEEKENDER  
GREENWICH & LEWISHAM

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AT DEN

THE SOUTH LONDONER

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# EXCLUSIVE: Peckham convenience store rapped for 'modern slavery' conditions, underage booze and dodgy goods



by Katherine Johnston — 10th July 2018 in Peckham, Housing

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16

VEWS

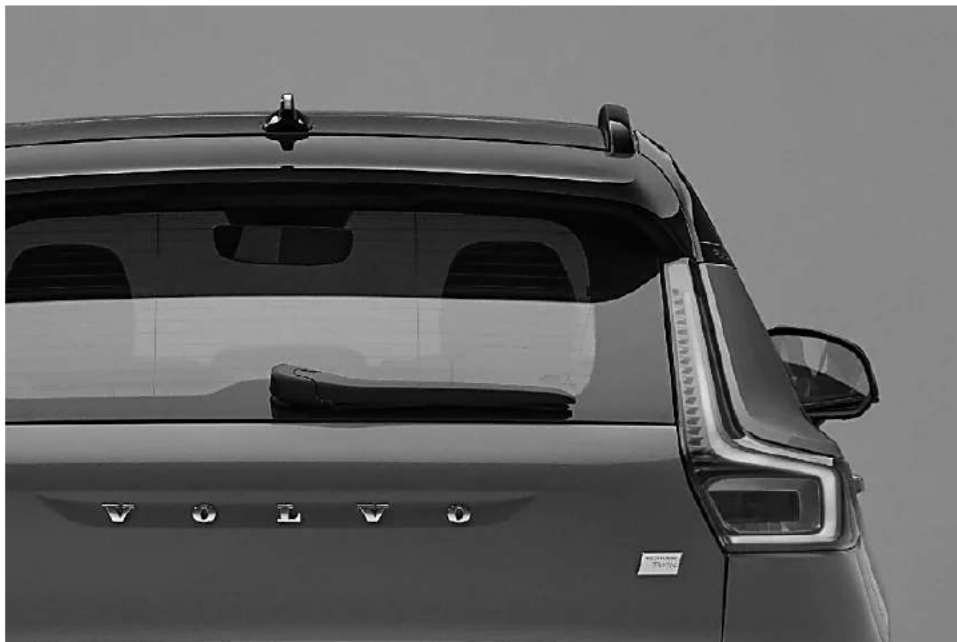
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A convenience store in Peckham has been stripped of its licence after it was revealed its illegal workers were living in conditions described as 'modern slavery' by a judge.

When police and trading standards officers first visited Peckham Food and Wine, at 176 Peckham High Street, on November 23, 2016, they discovered that two workers – paid well below the minimum wage – were living in a broom cupboard containing a filthy mattress and a small fan for ventilation.



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The shop was also found on several occasions to be selling super strength lagers so cheaply that – according to officers – they could only have been smuggled into the country without any duty being paid.

Southwark Council revoked the premises licence held by Kiran Israr on September 15, 2017, and also refused an application by Safeer Abbas Shah to transfer the licence to his name.

According to the council, Shah claimed he was 'distanced' from the illegal activities and promised to turn the business

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### The New £23 per Month Private Medical Insurance That's Sweeping the UK

Health Window - Private Medic...

### ▲ Directors of the operating

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**Muhammad Baloch**  
Peckham Food and Wine  
176 Peckham High Street  
London  
SE15 5EG

**Licensing Unit**  
**Direct Dial** - 020 7525 5800  
**Facsimile** - 020 7525 5705

25 September 2023

Location ID 10PB5176P/3

Dear Muhammad Baloch,

**RE: THE LICENSING ACT 2003 – Peckham Food and Wine, 176 Peckham High Street, London, SE15 5EG**

I write following letter of alleged offence sent to you to inform you that the Council has decided not to proceed with the prosecution on this occasion, however the Council is concerned that the alleged offences were serious and therefore issue the following warning to you.

On Friday 24 February 2023 at 23:40 officers of the Council's Licensing Unit visited your premises and noted the following matters of concern:

1. The premises was open to the public at 23:40, this is a breach of the opening times imposed by the premises licence:

Opening Hours:

Monday 07:00 to 23:00

Tuesday 07:00 to 23:00

Wednesday 07:00 to 23:00

Thursday 07:00 to 23:00

**Friday 07:00 to 23:00**

Saturday 07:00 to 23:00

Sunday 07:00 to 23:00

2. There was one member of staff at the premises serving, this was Asif Ali, this is a breach of condition **843** of the premises licence:

**843** *That all previous management involved in the premises are excluded from the premises and take no part in the operation of the premises namely: **Asif Ali**, **Kiran Israr**, **Saeeda Yasmeen** and **Shazia Imran Islam** and **Mohammad Islam**.*

3. Alcohol was on display in an open cabinet, which included a number of single bottles of Aspal Premier Cru cider ABV 6.8% and Henry Waterman's cloudy vintage cider ABV 7.3%. This breached two conditions on the premises licence, **842** and **841**.

**842** *That when the premises are open to the public and the licence is not in operation, all alcohol shall be stored in a locked cabinet/cooler, behind a lockable blind or behind the counter.*

**841** *That no beers / ciders in single cans, bottles or multi-packs with an ABV of above 6.5% will be displayed / sold or offered for sale from the premises.*

4. No training records were available for staff working at the premises, this is a breach of condition **343**:

**343** *All relevant staff shall be trained in the law about the sale of alcohol. Such training will include challenging every individual who appears to be under 25 years of age and refusing service where individuals cannot produce acceptable means of identification, acceptable forms of ID, and using the refusal register. Such training (including any refresher training) will be logged and ongoing.*

On the following evening, Saturday 25 February at 23:45 hours Police Officers visit the premises and observed that the premises open and operating via a hatch. They witnessed the breach of the following licence conditions:

5. The premises was open to the public at 23:40, this is a breach of the opening times imposed by the premises licence.
6. There was one member of staff at the premises serving, this was Asif Ali, this is a breach of condition **843** of the premises licence.
7. The CCTV was not available for the Police officers to view, the Police Officers advised Mr [REDACTED] inform Mr Baluch that they would return tomorrow evening to view the CCTV footage.

Police Officers returned to visit the premises on the next evening on Sunday 26 February at 22:15. There was one member of staff at the premises Ms [REDACTED]. The Officers witnessed the following:

8. The staff member was unable to operate the CCTV and stated that there was a problem with the hard drive. This is a breach of conditions 340 and 341:

**340** - A CCTV recording system shall be installed that is compliant with, and capable of, capturing an image of evidential standards. The system shall continually record whilst the venue is open for licensable activity and/or when customers are present on the premises. All CCTV recordings shall be time- & date-stamped and maintained for a minimum of thirty-one (31) days. Cameras shall be installed so as to cover both internal and external areas of the premises. At least one camera shall cover ingress/egress points.

**341** - Staff shall be fully trained in the operation of the CCTV system and there shall be at least one member of staff on duty during trading hours who is able to provide copies of CCTV recordings to the Police and authorised officers of the Local Authority. Such copies shall, in any event, be provided within forty-eight (48) hours.

9. The shop worker was observed to sell products without using the till to ring up the sale, using a calculator to work out the price instead. The Police officer asked her to show them how the EPOS / POS system on the till works, she was unable to do so saying that EPOS system did not work and sales of alcohol and cigarettes were not being scanned. This is a breach of licence condition **845**:

**845** - That an electronic point of sale system (EPOS or POS) is installed and operated at the premises.

On Thursday 9 March 2023 at 14:30 officers from the Police, the Council Licensing team and Trading Standards visited the premises. The observed the following:

10. The staff training records and the alcohol sales refusal book had both been signed by Asif Ali, showing non-compliance with condition **843**.

Each of the matters listed potentially constitutes a contravention of either the licences issued under the Licensing Act 2003 by this Council in respect of the premises operation; or of other related legislation.

In particular, I would advise you that Section 136 (1)(a) of the Licensing Act 2003 states that:

A person commits an offence if -

- (a) He carries on or attempts to carry on a licensable activity on or from any premises otherwise than under and in accordance with an authorisation; or

(b) Knowingly allows a licensable activity to be so carried on.

Also section 137 Exposing alcohol for unauthorised sale:

(1) A person commits an offence if, on any premises, he exposes for sale by retail any alcohol in circumstances where the sale by retail of that alcohol on those premises would be an unauthorised licensable activity.

(2) For that purpose a licensable activity is unauthorised unless it is under and in accordance with an authorisation.

(3) A person guilty of an offence under this section is liable on summary conviction to imprisonment for a term not exceeding six months or to a fine, or to both.

(4) The court by which a person is convicted of an offence under this section may order the alcohol in question, and any container for it, to be forfeited and either destroyed or dealt with in such other manner as the court may order.

In this instance this service does not intend to take any further formal action. However, we would advise to take such reasonable steps as may be necessary to prevent any further repetition of the matters raised. We would also warn you that should any further breach be reported to us we will give consideration to the appropriate legal action to be taken. You should understand that this could lead to legal proceedings being taken and / or the suspension or loss of your licences.

**I would make clear that it is the practice of the Council's Licensing Unit to send officers to visit premises to check to see if unauthorised activities are being provided. Licensing officers will gain admission to the premises in the same way as ordinary members of the public, and will not necessarily make themselves known to the staff or publican at the time of the visit.**

You should also understand that where other Services have interest in the matters noted we will be notifying them of this recent visit. You may receive follow-up visits from them.

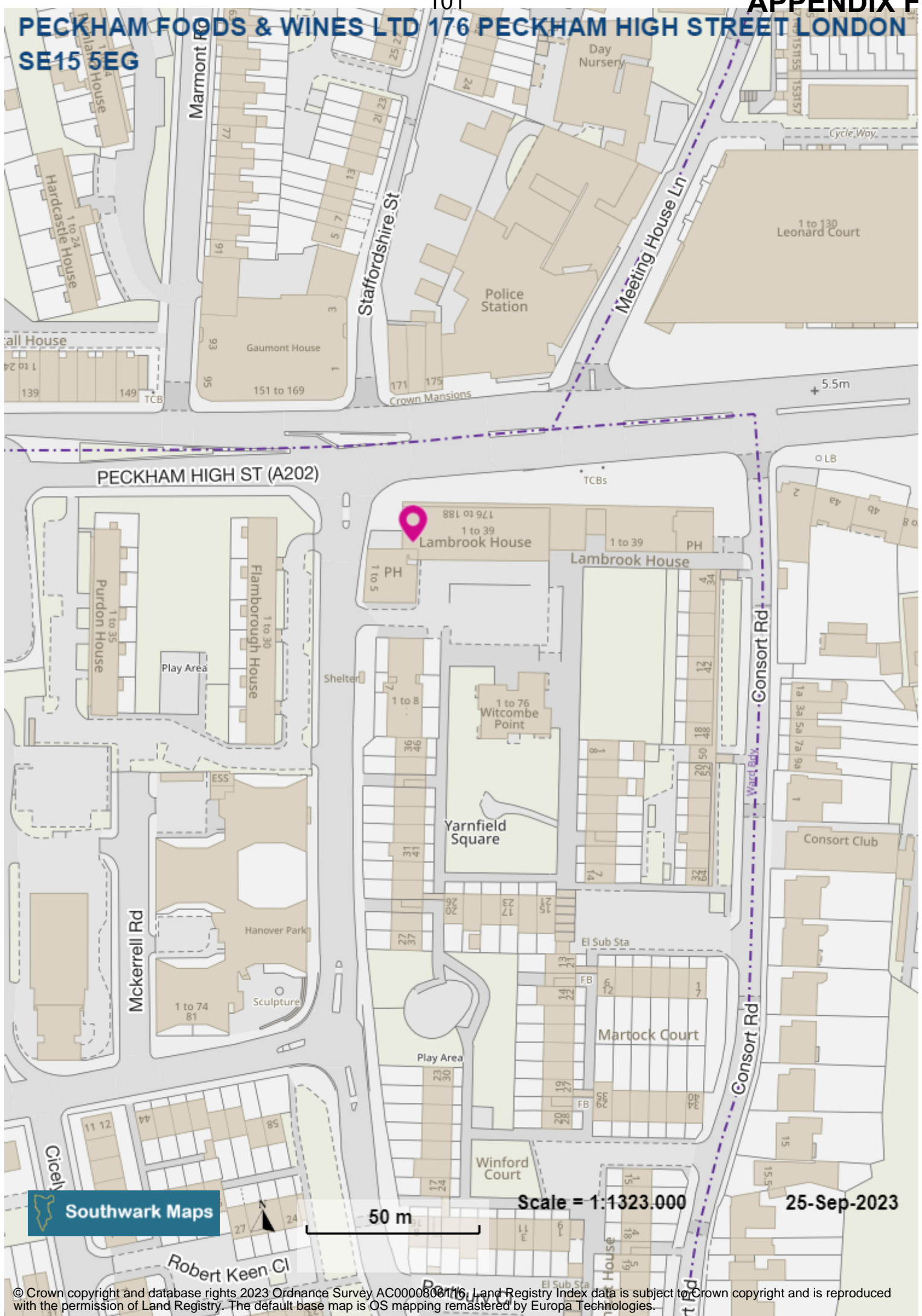
Please ensure you act promptly on this letter. If you require advice or assistance on how to comply with the matters raised please contact us on the telephone number given above.

Yours sincerely,

David Franklin  
Principal Licensing Officer  
licensing@southwark.co.uk

**Southwark Council** - Regulatory Services, Licensing team, Hub 1, 3rd Floor, PO Box 64529, SE1P 5LX  
**Switchboard** - 020 7525 5000 Website - [www.southwark.gov.uk](http://www.southwark.gov.uk)  
**Strategic Director of Environment, Neighbourhoods and Growth** - Caroline Bruce

# PECKHAM FOODS & WINES LTD 176 PECKHAM HIGH STREET LONDON SE15 5EG



PECKHAM HIGH ST (A202)



176 to 188  
1 to 39  
Lambrook House

1 to 76  
Witcombe Point

Martock Court

Southwark Maps

50 m

Scale = 1:1323,000

25-Sep-2023



<b>Item No.</b> 6.	<b>Classification:</b> Open	<b>Date:</b> 31 October 2023	<b>Meeting Name:</b> Licensing Sub-Committee
<b>Report title:</b>		Licensing Act 2003: Wazobia Restaurant, 670 Old Kent Road, London SE15 1JF	
<b>Ward(s) or groups affected:</b>		Old Kent Road	
<b>From:</b>		Strategic Director of Environment, Neighborhoods and Growth	

## RECOMMENDATION

1. That the licensing sub-committee considers an application submitted by Space Investments Limited under Section 51 of the Licensing Act 2003 (the Act) for the review of the premises licence held by Unique Crispens Food Limited in respect of the premises known as Wazobia Restaurant, 670 Old Kent Road, London SE15 1JF.
2. Notes:
  - a) The grounds for the review are stated in paragraphs 13 to 16 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 the council's environmental protection team (EPT) and licensing a responsible authority, as well as members of the public. Copies the representations can be found at Appendixes D, E and G, respectively. Details of the representations are provided in paragraphs 17 to 26.
  - c) There are representations in support of the premises. Copies of these representations can be found at Appendix H. Details of the representations are provided in paragraphs 27 to 28.
  - d) A copy of the current premises licence issued in respect of the premises is attached to this report as Appendix C. A map showing the location of the premises is attached as Appendix J.
  - e) 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 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:
  - Live music – indoors:
    - Sunday to Thursday: 12:00 to 00:00
    - Friday and Saturday: 12:00 to 03:00
  - Recorded music – indoors:
    - Sunday to Thursday: 12:00 to 00:00
    - Friday and Saturday: 12:00 to 03:00

- Late night refreshment – indoors:
  - Sunday to Thursday: 23:00 to 00:00
  - Friday and Saturday: 23:00 to 03:00
- The sale by retail of alcohol to be consumed on the premises:
  - Sunday to Thursday: 12:00 to 00:00
  - Friday and Saturday: 12:00 to 03:00
- Opening hours:
  - Sunday to Thursday: 12:00 to 00:00
  - Friday and Saturday: 12:00 to 03:30.

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.

11. A copy of the full premises licence is attached as Appendix C.

#### **Designated premises supervisor (DPS)**

12. The current designated premises supervisor (DPS) named on the licence is Emmanuel Alex Eke.

#### **The review application**

13. On 7 August 2023, an application was submitted by Space Investments Limited under Section 51 of the Licensing Act 2003 (the Act) for the review of the premises licence known as Wazobia Restaurant, 670 Old Kent Road, London SE15 1JF.

14. The applicant has advised that the review application was submitted in respect of all four licensing objectives (although mainly on the grounds of public nuisance), citing the following:

“We wish to bring to your attention an on-going matter with regard to the above-mentioned restaurant - situated below five residential apartments that we, Space Investments Limited, own on a long leasehold basis. We manage the properties ourselves.

The restaurant becomes a night club from Thursday night onwards, causing severe noise nuisance to our properties, the residents above and surrounding neighbour properties. Noise and vibrations are felt from the ground up with constant thuds of music and is a huge disturbance to residents in the apartments. There are often frequent gatherings outside the restaurant too, that are intimidating to our residents, who are complaining to us that they feel too unsafe to leave/enter their home. In some instances, there have been threats of violence towards our Tenants where the Police have also been contacted.

We have been in continuous contact with Southwark Noise and Nuisance/Environmental Health for over 6 years (all documented), as have the

residents of the above-mentioned flats. We are aware of number of officers visits to witness the noise during the early hours, and outside of any licenced timings. A noise abatement notice has also been issued to the owner of Wazobia Restaurant, yet this had no affect and if anything matters are now worse.

We also engaged with the Superior Landlord (Freeholder) in regard to their Tenant (Wazobia); but they have shown little interest in reviewing as are more concerned with having the unit occupied and collecting rent.

The constant noise has a huge impact on our Tenants health, safety and general wellbeing. Our residents have lost hope over the poor response from Southwark Noise and Nuisance team and instead of seeking assistance from the borough, who should support them; simply opt to break their tenancy agreements early and move out.

As you can appreciate this is a tiresome and stressful process for all concerned and becoming a financial burden to us each time a Tenant seeks to want to vacate. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence. We are taking legal advice on the matter concerning the restaurant on the ground floor, as yet more cost, and also seeking expert witness noise and nuisance consultancy in further proving our claim.

We are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property. We hope to be able to engage with you swiftly as the problem persists and needs your support”.

15. Copies of, and additional written evidence supplied in support of, the review application can be found at Appendixes A and B, respectively.
16. In Appendix B, the applicant has, in their own internal ‘Appendix 3’ referred to one of their tenants sending them video evidence of noise from the premises causing late night disturbances. Sub-committee members, as well all of the other parties have been sent a link to these videos in advance of the hearing.

### **Representations from responsible authorities**

17. During the public consultation period, two specific representations were received from EPT and licensing, as responsible authorities.
18. The EPT representation, which supports the review application, refers to instances of noise-related incidents reported to them. Since these incidents occurred after midnight, EPT have suggested that the weekend opening hours (Friday and Saturday) are reduced back to 23:00, in line with the council’s statement of licencing policy.
19. The EPT representation can be found at Appendix D.
20. The licensing representation, which also supports the review application, cited that the incidents reported to us as a local authority are a result of how the premises are operated. A number of additional conditions have been suggested to help promote

the licencing objectives and mitigate further issues going forward. However, licensing have stated that, if the sub-committee do not consider some or all of these conditions are appropriate, their further recommendation would be that the premises' hours of weekend operation are reduced back to 00:00.

21. Licensing's representation can be found at Appendix E.
22. The Metropolitan Police Service also submitted written comments during the consultation period. Whilst these do not constitute a specific representation in support of the review application, they do offer additional comments about two recent incidents that have arisen in connection with the premises.
23. The correspondence from the police can be found at Appendix F.

### **Representations from other persons**

24. During the consultation period, a total of eleven comments were received from members of the public.
25. One of these responses stated that they were in support of the premises licence being reviewed, on the grounds they encountered significant noise-related issues in connection with the premises.
26. Copies of the responses sent by those members of the public supporting the review can be found at Appendix G.
27. The other ten responses follow a similar format, citing that they have had no issues with the premises and that, in their view, it is a well run establishment that should not be subject to review.
28. Copies of the responses sent by those members of the public supporting the premises can be found at Appendix H.

### **Conciliation**

29. At the time of writing this report, there have been no steps between the premises licence holder and any of the parties (including the applicant themselves) to resolve matters raised by the review. If there are any updates between the time of this report being published and the date of the hearing, these will be provided by the licensing officer to the sub-committee.

### **Operating history**

30. The premises has operated as a restaurant since 23 April 2009 and the initial premises licence granted on this date contained the following hours of operation:
  - Late night refreshment – indoors:
    - Sunday to Thursday: 23:00 to 00:00
    - Friday and Saturday: 23:00 to 02:00

- Sale by retail of alcohol (to be consumed on premises):
    - Sunday to Thursday: 12:00 to 00:00
    - Friday and Saturday: 12:00 to 02:00
  - Opening hours:
    - Sunday to Thursday: 12:00 to 00:00
    - Friday and Saturday: 12:00 to 02:00.
31. On 28 June 2010, a variation application was granted with the following changes:
- Addition of live music (indoors), recorded music (indoors), facilities for making music (indoors), provisions similar to making music and dancing (indoors) for Sunday to Thursday 12:00 to 00:00 and Friday and Saturday 12:00 to 03:00.
  - Extension of late night refreshment (indoors) and sale by retail of alcohol (to be consumed on premises) from 02:00 to 03:00 on Friday and Saturday.
  - Extension of the opening hours of the premises from 02:00 to 03:30 on Friday and Saturday.
32. On 9 January 2012, a minor variation was submitted to add the requirement for two door supervisors whenever the premises opened beyond 00:00 and measures to count ingress and egress of people to ensure capacity compliance.
33. On 25 November 2016, an application was made by the Metropolitan Police Service for an expedited review following a serious assault that took place outside the premises. This resulted in the addition of extra conditions on the premises licence on 16 December 2016 to help promote the licensing objectives.
34. On 10 January 2019, an application was received to transfer the premises licence to the current premises licence holder (Unique Crispens Food Limited) and DPS (Emmanuel Alex Eke).
35. The premises has not submitted any temporary event notices since the transfer of 10 January 2019 took place.
36. The following is a table of complaints submitted directly, or referred by another party, to the licensing unit in connection with the premises since 10 January 2019:

<b>Date</b>	<b>Time</b>	<b>Issue</b>	<b>Outcome</b>
5 May 2022	09:25	Noise emanating from the premises during the early hours of the morning.	Warning letter sent to the premises licence holder and DPS on 6 May 2022 by licensing enforcement team.

Date	Time	Issue	Outcome
12 July 2023	15:53	The owner of the residential flats above (fellow leaseholder) raised issues with the premises operating as a nightclub "from Thursday night onwards, causing severe noise nuisance to our properties, the residents above and surrounding neighbour properties. Noise and vibrations are felt from the ground up with constant thuds of music and is a huge disturbance to residents in the apartments. There are often frequent gatherings outside the restaurant too, that are intimidating to our residents, who are complaining to us that they feel too unsafe to leave/enter their home. In some instances, there have been threats of violence towards our Tenants where the Police have also been contacted".	Visit to the premises on 21 July 2023 made by Licensing Enforcement, who spoke with the DPS about this complaint. No apparent issues at the time of the visit. Complainant then contacted on 26 July 2023 and advised of the option to apply for a premises licence review.

37. The warning letters sent to the premises licence holder and DPS on 6 May 2023 can be found at Appendix I.

### The local area

38. A map showing the location of the premises is attached as Appendix J and the following licensed premises are within the immediate vicinity:

#### **Eastern European Food, 650 Old Kent Road, London SE15 1JF:**

- Sale by retail of alcohol (to be consumed off premises):
  - Monday to Sunday: 06:00 to 23:00
- Opening hours:
  - Monday to Sunday: 06:00 to 23:00

#### **Mama Leahs, 660 Old Kent Road, London SE15 1JF:**

- Live music – indoors:
  - Thursday: 11:00 to 22:00
  - Friday and Saturday: 11:00 to 01:00

- Recorded music – indoors:
  - Sunday to Thursday: 10:30 to 22:30
  - Friday and Saturday: 10:30 to 01:00
- Entertainment similar to live/recorded music – indoors:
  - Thursday: 19:00 to 22:00
- Late night refreshment – indoors:
  - Friday and Saturday: 23:00 to 01:00
- Sale by retail of alcohol (to be consumed on premises):
  - Sunday to Thursday: 12:00 to 22:30
  - Friday and Saturday: 12:00 to 22:30
- Opening hours:
  - Sunday to Thursday: 10:30 to 23:00
  - Friday and Saturday: 10:30 to 01:30

**KFC, 671-679 Old Kent Road, London SE15 1JS:**

- Late night refreshment – indoors:
  - Sunday to Thursday: 23:00 to 02:00
  - Friday and Saturday: 23:00 to 05:00
- Opening hours:
  - Sunday to Thursday: 23:00 to 02:00
  - Friday and Saturday: 23:00 to 05:00

**Unique Beers Wines and Spirits, 681 Old Kent Road, London SE15 1JS:**

- Sale by retail of alcohol (to be consumed on and off premises):
  - Monday to Thursday: 06:00 to 00:00
  - Friday to Sunday: 06:00 to 00:00
- Opening hours:
  - Monday to Thursday: 06:00 to 00:00
  - Friday to Sunday: 06:00 to 02:00.



## **Southwark Council statement of licensing policy**

39. Council assembly approved Southwark's statement of licensing policy 2021-2026 on 25 November 2020 and it came into effect on 1 January 2021.
40. 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 licenses 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.
41. 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.
42. Members should take into consideration both the Southwark statement of licensing policy and the Section 182 Guidance when making decisions. The links for these are below.

Southwark policy:

<https://www.southwark.gov.uk/business/licences/business-premises-licensing/licensing-and-gambling-act-policy>

Section 182 Guidance:

<https://www.gov.uk/government/publications/explanatory-memorandum-revised-guidance-issued-under-s-182-of-licensing-act-2003>

### **Cumulative impact area (CIA)**

43. The premises are not situated in a cumulative impact area. However, under the council's statement of licensing policy 2021 – 2026, the following closing times are recommended as appropriate within the local area:

- Public houses, wine bars, or other drinking establishments and bars in other types of premises:
  - Monday to Sunday: 23:00.
- Restaurants, cafes and cinemas:
  - Monday to Sunday: 23:00.
- Off licenses:
  - Monday to Sunday: 23:00.

44. It should be noted that, under this policy, takeaways and nightclubs are not considered appropriate for the area.

### **Climate change implications**

45. Following council assembly on 14 July 2021, the council is committed to considering the climate change implications of any decisions.

46. Climate change is not a legal factor in the consideration of a grant of a premises license under the current licensing objectives, however members can make enquiries and request an agreement from applicants to promote the reduction of the impact of climate change that may be caused by the operation of the premises.

47. Examples of such an agreement may be:

- Not to use single use plastics, such as disposable plastic glasses, when selling alcohol at the premises.
- Encourage patrons not to drive to venues by providing details of public transport on their webpages/tickets.

48. The council's climate change strategy is available at:

<https://www.southwark.gov.uk/assets/attach/48607/Climate-Change-Strategy-July-2021-.pdf>

## **Community, equalities (including socio-economic) and health impacts**

### **Community impact statement**

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

### **Equalities (including socio-economic) impact statement**

50. This report does not result in a policy decision and each application is required to be considered upon its own individual merits with all relevant matters taken into account. In considering the recommendations of this report, due regard must be given to the public sector equality duty set out in section 149 of the Equality Act 2010. This requires the council to consider all individuals when carrying out its functions.

51. Importantly, the council must have due regard to the need to eliminate discrimination, harassment, victimisation, or other prohibited conduct; advance equality of opportunity and foster good relations between people who have protected characteristics and those who do not. The relevant protected characteristics are age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation. The public sector equality duty also applies to marriage and civil partnership, but only in relation to the need to eliminate discrimination, harassment, victimisation, or other prohibited conduct.

52. The equalities impact statement for licensing decisions is contained within the Southwark statement of licensing Policy 2021 – 2026 at:

<https://www.southwark.gov.uk/business/licences/business-premises-licensing/licensing-and-gambling-act-policy>

53. The equalities impact assessment is available at:

<https://moderngov.southwark.gov.uk/documents/s92016/Appendix%20F%20-%20Equalities%20Impact%20Assessment.pdf>

### **Health impact statement**

54. Health impacts cannot be considered by law when making decisions under the Licensing Act 2003.

### **Resource implications**

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

## **Consultation**

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

## **SUPPLEMENTARY ADVICE FROM OTHER OFFICERS**

### **Assistant Chief Executive – Governance and Assurance**

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

### **Principles for making the determination**

59. Under Section 52 the licensing authority must hold a hearing to determine the review and any relevant representations.
60. 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.
61. 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.
62. 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 another person within the prescribed period
  - Have not been withdrawn
  - If made by another person (who is not also a responsible authority), that they are not, in the opinion of the relevant licensing authority frivolous or vexatious.

63. Modifications of conditions and exclusions of licensable activities may be imposed either permanently or for a temporary period of up to three months.
64. 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.
65. 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.
66. 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**

67. 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**

68. 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.
69. 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**

70. 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.
71. 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.
72. 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.
73. 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.
74. 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.

75. The sub-committee can only consider matters within the application that have been raised through representations from other persons and responsible authorities.
76. 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.
77. 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

78. Members are required to have regard to the Home Office 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, Finance

79. 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	Southwark Licensing, C/o Community Safety & Enforcement, 160 Tooley Street, London, SE1 2QH	Kirty Read Phone number: 020 7525 5748
Home Office Revised Guidance to the Act		
Secondary Regulations		
Southwark Statement of Licensing Policy		
Case file		

## APPENDICES

Name	Title
Appendix A	Premises Licence Review Application.
Appendix B	Additional Evidence From Applicant in Support of the Review.
Appendix C	Current Premises Licence.
Appendix D	EPT Representation.
Appendix E	Licensing Representation.
Appendix F	Met Police Comments.
Appendix G	Public Comments in Support of the Review.
Appendix H	Public Comments Against the Review.
Appendix I	Warning Letters Issued to Premises Licence Holder and DPS on 6 May 2022.
Appendix J	Map of the Premises.

## AUDIT TRAIL

<b>Lead Officer</b>	Caroline Bruce, Strategic Director of Environment, Neighborhoods and Growth	
<b>Report Author</b>	Matt Tucker, Principal Licensing Officer	
<b>Version</b>	Final	
<b>Dated</b>	12 September 2023	
<b>Key Decision?</b>	No	
<b>CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER</b>		
<b>Officer Title</b>	<b>Comments sought</b>	<b>Comments included</b>
Assistant Chief Executive Governance and Assurance	Yes	Yes
Strategic Director, Finance	Yes	Yes
<b>Cabinet Member</b>	No	No
<b>Date final report sent to Constitutional Team</b>		18 October 2023



07/08/2023

Application for a review of a premises licence or club premises certificate under the Licensing Act  
Ref No. 2063102

Please enter the name of applicant who is applying for the review of a premises licence under section 51/  
applying for the review of a club premises certificate under section 87 of the Licensing Act 2003 for the  
premises described in part 1

	Space Investments Ltd
--	-----------------------

## Notes for Guidance

1. A responsible authority includes the local police, fire and rescue authority and other statutory bodies which exercise specific functions in the local area.
2. The ground(s) for review must be based on one of the licensing objectives.
3. Please list any additional information or details for example dates of problems which are included in the grounds for review if available.
4. The application form must be signed.
5. An applicant's agent (for example solicitor) may sign the form on their behalf provided that they have actual authority to do so.
6. This is the address which we shall use to correspond with you about this application.

Please submit the completed form to along with the payment either by cheque or postal order made payable to London Borough of Southwark and dispatch to the following address below.

Environment and Social Regeneration  
Regulatory Services – Licensing Team  
160 Tooley Street  
3rd Floor Hub 1  
PO Box 64529  
London  
SE1P 5LX  
E-mail: [licensing@southwark.gov.uk](mailto:licensing@southwark.gov.uk)  
Tel 020 7525 4261

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

Address Line 1	670 OLD KENT ROAD
Address Line 2	
Town	LONDON
County	
Post code	SE15 1JF
Ordnance survey map reference or description	

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

	Wazobia Restaurant
--	--------------------

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

--	--

I am

	1) an individual, body or business which is not a responsible authority (please read guidance note 1)
--	---

Notes for Guidance

1. A responsible authority includes the local police, fire and rescue authority and other statutory bodies which exercise specific functions in the local area.

Personal Details

Title	Mr
If other, please specify	
Surname	██████
Forenames	████
I am 18 years old or over	Yes

Current Address

Address Line 1	██
Address Line 2	████████
Town	London
County	
Post code	SE1 █████

Contact Details

Daytime contact telephone number	██████████
E-mail address (optional)	████████████████████

Would you like to add a second applicant?

	No
--	----

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

	Please select one or more as appropriate
	<ul style="list-style-type: none"> <li>1) the prevention of crime and disorder</li> <li>2) public safety</li> <li>3) the prevention of public nuisance</li> <li>4) the protection of children from harm</li> </ul>

Please state the ground(s) for review (please read guidance note 2)

	<ul style="list-style-type: none"> <li>- Demonstrable evidence of significant social, economic, or public health impacts related to the licensing objectives.</li> <li>- Proven instances of misconduct or malpractice by the licensee, which raise concerns about the suitability of the objectives or the licensee's adherence to them.</li> </ul>
--	--

Please provide as much information as possible to support the application (please read guidance note 3)

	<p>We wish to bring to your attention an on-going matter with regard to the above-mentioned restaurant - situated below five residential apartments that we, Space Investments Limited, own on a long leasehold basis. We manage the properties ourselves.</p> <p>The restaurant becomes a night club from Thursday night onwards, causing severe noise nuisance to our properties, the residents above and surrounding neighbour properties. Noise and vibrations are felt from the ground up with constant thuds of music and is a huge disturbance to residents in the apartments. There are often frequent gatherings outside the restaurant too, that are intimidating to our residents, who are complaining to us that they feel too unsafe to leave/enter their home. In some instances, there have been threats of violence towards our Tenants where the Police have also been contacted.</p> <p>We have been in continuous contact with Southwark Noise and Nuisance/Environmental Health for over 6 years (all documented), as have the residents of the above-mentioned flats. We are aware of number of officers visits to witness the noise during the early hours, and outside of any licenced timings. A noise abatement notice has also been issued to the owner of Wazobia Restaurant, yet this had no affect and if anything matters are now worse.</p> <p>We also engaged with the Superior Landlord (Freeholder) in regard to their Tenant (Wazobia); but they have shown little interest in reviewing as are more concerned with having the unit occupied and collecting rent.</p> <p>The constant noise has a huge impact on our Tenants health, safety and general wellbeing. Our residents have lost hope over the poor response from Southwark Noise and Nuisance team and instead of seeking assistance from the borough, who should support them; simply opt to break their tenancy agreements early and move out.</p> <p>As you can appreciate this is a tiresome and stressful process for all concerned and becoming a financial burden to us each time a Tenant seeks to want to vacate. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence. We are taking legal advice on the matter concerning the restaurant on the ground floor, as yet more cost, and also seeking expert witness noise and nuisance consultancy in further proving our claim.</p> <p>We are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property. We hope to be able to engage with you swiftly as the problem persists and needs your support.</p>
--	--

Notes for Guidance

2. The ground(s) for review must be based on one of the licensing objectives.
3. Please list any additional information or details for example dates of problems which are included in the grounds for review if available.

Have you made an application for review relating to this premises before?

	No
--	----

If yes, please state the date of the application

--	--

If you have made representations before relating to these premises please state what they were and when you made them

--	--

Checklist

	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, 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 CONVICTION TO A FINE OF ANY AMOUNT

Declaration (please read guidance note 5)

Applicant Full Name	██████████
Applicant or Applicant's solicitor or other duly authorised agent	
Date	07/08/2023
Capacity	

Notes for guidance

5. An applicant's agent (for example solicitor) may sign the form on their behalf provided that they have actual authority to do so.

Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 6)

Full name	██████████
-----------	------------

Address (please read guidance note 6)

Address Line 1	
Address Line 2	
Town	
County	
Postcode	

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Notes for Guidance

6. This is the address which we shall use to correspond with you about this application.

**From:** [REDACTED]  
**Sent:** Wednesday, August 23, 2023 1:50 PM  
**To:** Regen, Licensing <[Licensing.Regen@southwark.gov.uk](mailto:Licensing.Regen@southwark.gov.uk)>  
**Cc:** [REDACTED]  
**Subject:** Review of License Number 880862, Wazobia Restaurant, 670-672 Old Kent Road, SE15 1JF

**1 of 5**

Dear Sirs,

Please find attached copies of the documents sent by post to The Licensing Unit, Hub 1, 3rd Floor, PO Box 64529, London, SE1P 5LX regarding the review of License Number 880862, Wazobia Restaurant, 670-672 Old Kent Road, SE15 1JF.

Please confirm receipt by return.

Many thanks

**Kind regards,**

[REDACTED]

This message (and any associated files) is intended only for the use of the individual or entity to which it is addressed and may contain information that is confidential, subject to copyright or constitutes a trade secret. If you are not the intended recipient you are hereby notified that any dissemination, copying or distribution of this message, or files associated with this message, is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Messages sent to and from us may be monitored.

Internet communications cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or contain viruses. Therefore, we do not accept responsibility for any errors or omissions that are present in this message, or any attachment, that have arisen as a result of e-mail transmission. If verification is required, please request a hard-copy version. Any views or opinions presented are solely those of the author and do not necessarily represent those of the company.

The Passion Property Group Limited, Registered in England, 2628718



Submit your maintenance request

Report Now

**\*\*Have you registered with our new Tenant Portal yet, [click here?](#)\*\***

Dear Sirs,

**RE: Review of License Number 88086Z, Wazobia Restaurant, 670-672 Old Kent Road, SE15 1JF**

Please accept this letter on behalf of Space Investments Ltd and the residents of [REDACTED] to formally address an escalating issue of noise nuisance and safety concerns caused by the activities of Wazobia Restaurant, located on the ground floor of 670-672 Old Kent Road, SE15 1JF.

Our tenants of the above mentioned property have been enduring significant disruptions every Thursday, Friday, Saturday and Bank Holidays due to the excessive noise generated by the parties of the restaurant that operates as a night club rather than just a restaurant.

The noise disturbance begins in the evenings and continues into the early hours of the morning, often beyond licensed hours. The cacophony of shouting, fighting and general disorderliness outside the Wazobia Restaurant has become a regular occurrence, leaving our tenants unable to peacefully enjoy their own homes during these periods. It is distressing to note that our residents are often subjected to an environment that lacks safety and tranquillity. We have genuine concerns for their health and the police have attended regularly.

A number of our tenants have attempted to address this matter directly with the restaurant's management, but their efforts have been met with disdain and disrespect. Instead of acknowledging the concerns raised by our tenants, the manager of Wazobia has displayed a discourteous attitude and has even resorted to making threats against those who approached him seeking a resolution to the noise issues. This behaviour is not only unprofessional but unacceptable in a residential community.

Despite numerous complaints lodged with both manager of Wazobia Restaurant and Southwark Council, it appears that the gravity of their situation has not been acknowledged, leading to immense frustration and disillusionment among our residents. This lack of effective support has left our tenants feeling abandoned and helpless.

Space Investments Ltd is directly affected as a result. Over the past several years, we have faced persistent challenges stemming from the loud music played at Wazobia Restaurant, which have resulted in substantial financial losses and a negative impact on the livability of the flats above the restaurant.

Our properties, located directly above this establishment, have become increasingly difficult to rent due to the consistent noise disturbance caused by the loud music played at your restaurant. Despite our best efforts to address this matter, it appears that our requests for cooperation have been met with ignorance and a lack of willingness to find a resolution. The noise levels have reached such an extent, that several tenants have been left with no option but to break their leases prematurely and relocate to more peaceful living environments.

The effect of this noise disturbance on our properties' marketability cannot be understated. Prospective tenants are understandably hesitant to lease properties that are subject to continuous noise disruptions, and our ability to attract and retain tenants has suffered as a result. This situation has necessitated us to incur additional costs associated with frequent reletting, cleaning, check-in, and check-out inspections. What would normally be an annual expense (given that tenants do not renew the lease) has now become a burden we must bear every three months, further exacerbating the financial strain we are experiencing.

We have also reached out to the local authority, specifically the council's environmental health team, in an attempt to find a resolution to this issue. Regrettably, the assistance we have received thus far has fallen short of our expectations, leaving us in a challenging position without adequate support.

In light of the ongoing issues and lack of support from the local council's nuisance team, we have been left with no choice but to seek legal recourse to address this matter. We have engaged solicitors, at considerable expense, to build a case against the restaurant and to seek redress for the significant financial losses and disruptions we have endured due to the noise disturbances. We believe it is necessary to protect our business interests and the rights of the tenants residing in our properties. We have further engaged with expert witness sound specialists at cost to support our legal claim.

The situation has reached a critical juncture and it is imperative that prompt action be taken to address the following issues:

1. **Inadequate support from local authorities:** Our tenants have expressed their utmost concern regarding the lack of support received from Southwark Council Noise Nuisance Department in response to their noise complaints and safety concerns. This lack of assistance has been a driving factor in their decision to give up reporting and subsequently, to vacate their rented homes.
2. **Impact on Tenants:** The persistent noise disturbances and compromised safety have significantly affected the quality of life for our tenants. Many are unwilling to endure this continuous hardship and are now opting to leave the premises, creating a substantial financial and emotional burden for both them and us as a business.
3. **Unlettable properties:** The unfortunate consequences of this untenable situation are twofold. Not only are our tenants being driven away due to the inaction and lack of support, but the properties they are leaving behind are becoming increasingly unattractive for potential new tenants. This is having a direct negative impact on our business operations in times of demanding economic environment.

Please find enclosed number of cases separated to individual appendixes to give you a summary of events during last few years and experience of residents that occupied the flats directly above Wazobia Restaurant. In addition, please find summary of costs suffered by Space Investments Ltd as direct result of noise nuisance, please see Appendix 6. Please note that costs continue to be incurred.

We strongly urge you to consider the broader impact of Wazobia Restaurant's actions on both our business and the residents living above the establishment and the wider community. We sincerely hope that our concerns will be met with the urgency and seriousness they merit. The resolution of this matter is not only critical for the well-being of our tenants but also for the reputation and viability of our business.

Thank you for your immediate attention to this pressing matter.

Yours Faithfully,





## APPENDIX 1

[REDACTED]  
[REDACTED]

Tenancy: 11 Apr 2023 - 29 Jul 2023

### Summary of Events

Space Investments Ltd have signed Assured Shorthold Tenancy Agreement with [REDACTED] for the term of 12 months. Please see copy of the lease enclosed for your review.

First report of noise nuisance received on 8<sup>th</sup> May, 2023 – describing the noise and gatherings outside, please see enclosed email correspondence

Further reports and updates on noise nuisance:

8<sup>th</sup> May 2023 and 9<sup>th</sup> May 2023 – tenant [REDACTED] advising she reported noise nuisance to council but yet to hear back. Describing the extent of noise over the weekend and shouting group of clients outside Wazobia Restaurant. Also expressing her concerns of men gatherings late evenings and discomfort and fear to enter their own home.

16<sup>th</sup> May 2023 – reporting another loud party over the weekend, asking for Landlord's support.

23<sup>rd</sup> May 2023 – tenant [REDACTED] confirms Southwark Council Noise Nuisance office has been contacted to report noise and officer visited the premises.

6<sup>th</sup> June 2023 – tenant [REDACTED] reports parties continue. Both tenants already in the process to move out due to noise disruptions.

Please see email correspondence enclosed.

Since little to no improvement seen following Southwark Council's Noise Nuisance officers visit, tenants do not wish to pursue matters further. They experience first hand that it is a long process to achieve their right to healthy environment and choose a faster solution - to vacate.

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 08 May 2023 03:04  
**To:** [REDACTED]  
**Subject:** Noise complaint of restaurant downstairs

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Completed

Hi [REDACTED]

Hope you had a great long weekend.

I was wondering if there had been any other complaints from other tenants in the building about the noise coming from the restaurant below our apartment? Tonight particularly has been incredibly bad, more so than any other evenings. The music is not of a restaurant noise level but that of a night club and I can't really imagine how the apartments below us are managing. It started just after 2am and I was awoken by street noise of people arriving at the venue so it's certainly a party of some sort. I know there is an apartment below us with [REDACTED] so can only imagine how hard it is for them.

Cheers

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 09 May 2023 14:40  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Noise complaint of restaurant downstairs - [REDACTED]

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi there [REDACTED]

Thank you for your email. It's much appreciated.

Yes we submitted a noise complaint at the time but yet to hear back. They are loud Friday and Saturday nights (sometimes they have parties on a Thursday as well) though this time they were substantially louder than usual. A fight between people at the party also broke out after the event on the street which kept us up. At one stage we opened our bedroom window to see what was going on as there was lots of yelling and swearing and saw one of the men in a headlock. On occasion there have been men blocking the door entrance to our building which as a female I haven't felt comfortable having to maneuver around them or press the code to open the door.

We have not found it enjoyable living above the restaurant since we moved in, and I was wondering if you were able to please confirm whether there is a tenancy break clause in our tenancy agreement or what our options are. We very much enjoy the apartment and you've been a wonderful help throughout the whole moving in process [REDACTED] but the location and constant noise from the restaurant has been affecting my sleep which has a toll on my mental health. I wear ear plugs but feel that I shouldn't need to if I want to sleep in my own apartment.

Any guidance or advice would be appreciated greatly.

Thank you so much for your time,

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---

**From:** [REDACTED]  
**Sent:** Tuesday, May 9, 2023 2:27 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Noise complaint of restaurant downstairs - [REDACTED]

Hi [REDACTED]

Thank you for the below and sorry to hear of the noise issue over the weekend.

We are aware of the restaurant downstairs, however note they are legally not allowed to disturb the quiet enjoyment of the residents in late hours. Have you reported it to council or police?

Please find link below how to report noise nuisance to local authorities should it occur in the future, note you can also report it to police:

<https://www.southwark.gov.uk/noise-and-antisocial-behaviour>

We will speak with managing agents of the building and our solicitors for advise.

Please keep us updated.

Kind regards,



Submit your complaints here quickly!

Report Now

From: [Redacted]  
Sent: Monday, May 8, 2023 3:04 AM  
To: [Redacted]  
Subject: Noise complaint of restaurant downstairs

Hi [Redacted]

Hope you had a great long weekend.

I was wondering if there had been any other complaints from other tenants in the building about the noise coming from the restaurant below our apartment? Tonight particularly has been incredibly bad, more so than any other evenings. The music is not of a restaurant noise level but that of a night club and I can't really imagine how the apartments below us are managing. It started just after 2am and I was awoken by street noise of people arriving at the venue so it's certainly a party of some sort. I know there is an apartment below us with [Redacted] so can only imagine how hard it is for them.

Cheers



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[REDACTED]  
[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 16 May 2023 05:18  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Noise complaint of restaurant downstairs - [REDACTED]

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Completed

Hi there [REDACTED]

Thank you very much for looking into this for us. The restaurant had another party in the weekend so we will keep reporting noise. We appreciate all your help with the matter.

Is there any alternatives to breaking our lease earlier than six months?

Cheers

[REDACTED]

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---

**From:** [REDACTED]  
**Sent:** Monday, May 15, 2023 11:23:49 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Noise complaint of restaurant downstairs - [REDACTED]

Hi [REDACTED]

Thank you for the below, apologies for the delay in getting back to you.

We have passed your comments to council and our solicitor, with a request for the license of the restaurant downstairs to be reviewed. We will keep you update on the process.

Please do keep reporting any nuisance to the Southwark Noise and Antisocial Behaviour team and police, and keep us updated of any reports/outcome.

With regards to the break clause, your contract is for 12 months with an option to break after 6 months.

Many thanks.

Kind regards,

[REDACTED]

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 23 May 2023 09:04  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Noise complaint of restaurant downstairs - [REDACTED]  
**Attachments:** Image.jpeg

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi there [REDACTED],

We rung the noise control team over the weekend as suggested and they came and checked it out. We received the attached letter under our door yesterday. We had no idea they did this as a long-standing tradition and don't recall being told about this prior to us moving in.

Are you able to advise us on what to do moving forward?

Cheers

[REDACTED]

[Get Outlook for iOS](#)

---

**From:** [REDACTED]  
**Sent:** Wednesday, May 17, 2023 1:25:35 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Noise complaint of restaurant downstairs - [REDACTED]

Hi [REDACTED]

Thank you for the below.

We had a call from council noise nuisance team in regards to our written complain, who advised they haven't received any complains from residents recently. Can you please let us know how did you report it? They advise to call them on 0207 525 5777 when the noise is present for the officer to arrive to site and witness, following which the action will be taken on the restaurant. Note they operate late hours so please call whenever you feel the noise is excessive.

Regretfully they are not able to help on written complains, as the action can be taken only when it is witnessed by their officer. Of course best not to inform the restaurant of the officer coming so they are not prepared for the inspection.

With regards to early termination, regretfully there is not much we can do until 6 months break clause. Only alternative is to relet the flat, however note the costs associated with reletting would be passed on to yourselves. You could also source a replacement yourselves which would not involve reletting charges.

Please keep us updated.

Kind regards,

21/05/23

Dear Neighbours

Re: Wazobia Restaurant

As a new Tenant @ 670 Old Kent Road, just a quick note to make you aware of what we have been doing downstairs for the past 20years now, including our opening and closing hours.

We are restaurant with late night refreshment with DJ music for Friday and Saturday till 3am then bank holiday till 3am , Monday to Thursday till 12midnight but no DJ Music, Sunday till 12 midnight also no DJ Music only if is bank holiday then we open on Sunday till 3am with DJ Music. Just in case you were not aware, now you know.

Please feel free to come and speak to us should you have any enquiry on this. We cater for the whole community without exception please send us a text message on

██████████ should you think we should reduce the music and we will not hastate to do just that. For many years we have a good relationship with all the previous tenants and we will continue to build on that great relationship we had in the past.

Thanks for your time in reading this letter.

Management of Wazobia Bar & Restaurant

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 06 June 2023 07:03  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Moving out of [REDACTED]

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Completed

Hi [REDACTED]

Thank you very much for your email and the information provided. It's very useful.

Noise wise we haven't administered another noise disruption notice. They are still noisy and intimidating but I do think they have turned the music down, though the events still very much happen every week.

Cheers

[REDACTED]

Sent from [Outlook for iOS](#)



[REDACTED]  
[REDACTED]  

---

**From:**  
**Sent:**  
**To:**  
**Cc:**  
**Subject:**

[REDACTED]  
[REDACTED] 07:49  
[REDACTED]  
[REDACTED] ut of [REDACTED]

Good morning [REDACTED]

The keys have been dropped off at [REDACTED] as per your address provided. They are in a brown envelope and clearly marked with the address and our names. Let me know if there are any issues.

Cheers

[REDACTED]  
Sent from [Outlook for iOS](#)

---

**From:** [REDACTED]  
**Sent:** Friday, July 21, 2023 3:19:21 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Moving out of [REDACTED]

Hi there [REDACTED]

Thank you for your email. We will drop off the keys to your offices prior to this appointment.

Thank you very much :)

Cheers

[REDACTED]  
Sent from [Outlook for iOS](#)

---

**From:** [REDACTED]  
**Sent:** Friday, July 21, 2023 2:47:20 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Moving out of [REDACTED]

Hi [REDACTED]

Thank you for the below, I will book cleaners in.

Note your check out is booked on 29<sup>th</sup> July at 3.30pm, please meet inventory clerk at the property for the check out inspection and keys hand over. If you are not able to attend the check out we will request for the keys to be returned to our office ([REDACTED]) prior the time of appointment. Please kindly confirm and I will let inventory clerk know whether to meet you at the property or collect keys from us.

# HOME INVENTORIES

*"Not just a report"*

T | 01372 740 397

E | [mail@homeinventories.co.uk](mailto:mail@homeinventories.co.uk)

W | [homeinventories.co.uk](http://homeinventories.co.uk)



CHECK OUT

2 Bedroom Part Furnished Flat - Purpose build

On behalf of Passion Property

July 29th 2023



## Assured Shorthold Tenancy Agreement

Provided under part 1 of the Housing Act 1988 and amended under part 3 of the Housing Act 1996

This Agreement contains the terms and obligations of the Tenancy. It sets out the legally binding obligations that will be placed upon you (the Tenant) and us (the Landlord) once the Agreement is dated above. You should read this Agreement carefully to ensure you are prepared to agree to it all and that it contains everything you require. If you do not understand this Agreement, or anything in it, then you should ask for an explanation before signing it. Alternatively, you should consider consulting a solicitor, Citizen's Advice, or Housing Advice Centre for assistance.

### Main Terms of the Tenancy Agreement

**This Agreement is between us, the Landlord:** *(Full name including title and middle names or business name)*

Space Investments Limited

*(Full name including title and middle names or business name)*

**And you, the Tenant(individually and together):** *(Full name including title and middle names)*

*(Full name including title and middle names)*

*(Full name including title and middle names)*

**We will let out the Property at:**

*(Full address including title and middle names)*

### Tenancy Type

This Agreement is an Assured Shorthold Tenancy.

### Term

The Agreement is for an initial fixed term of 12 Months commencing on 11<sup>th</sup> of April 2023.

### Rent

The Rent is £2,000.00 per month.

The first payment of £1,333.34 shall be payable in advance on or before the 11th April 2023. Thereafter paid in advance according to the Payment Schedule.

Full details can be found in the Payment Schedule attached to this document.

### Permitted Occupiers

In addition to you, only the following Permitted Occupiers are allowed to live in the Property

N/A

### Shared Facilities

The Property is let along with any Contents listed in the Inventory and Schedule of Condition provided to you. You are also entitled to use the following shared facilities while you let the Property:

*Please see special Conditions if applicable*

### Utilities

*(Full name including title and middle names)*

*(Full name including title and middle names)*

You agree to pay the following services used during the Tenancy.

- Water charges
- Gas
- Television licence
- Broadband
- Council Tax (or similar charge which replaces it)
- Electricity
- Telephone
- Other

This includes contacting the local billing authority or the provider of the service to ensure they are aware that you are liable for paying these bills.

#### Security Deposit

The Deposit of £2307.69 must be paid in full to the Landlord. It will be protected within a Government approved deposit scheme MyDeposits [www.mydeposits.co.uk](http://www.mydeposits.co.uk) within 30 days of receipt.

#### Right to rent

It is a condition of this tenancy that you and anyone living in the Property must have a 'right to rent' as set out in Section 22 of the Immigration Act 2014.

#### Contact details

If you need to contact us then you can:

Write to us at: Space Investments Limited, 15 Theed Street, London, SE1 BST

#### Definitions

"Agent" means the company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.

"Contents" means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

"Emergency" means where there is a risk to life or damage to the fabric of the Property or the Contents.

"Fixtures and Fittings" includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

"Head Lease" sets out the promises we have made to our superior landlord, if the Property is leasehold. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property giving them the right to possession of the Property at the end of our lease.

"Inventory" is the document drawn up by us, our Agent, or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.

"Joint and Severally Liable" means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages against any one or more of you. For example, if three Tenants are named on this Agreement and one Tenant does not pay their proportion of the Rent, we can recover the amount owed from any one of you or any group. If the Tenancy is periodic and one Tenant gives notice to quit, the notice will end the Tenancy for all of you. "Landlord" includes anyone entitled to possession of the Property under this Agreement. "Policy" means any insurance policy held by us for the Property or Contents.

"Property" includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from the Tenancy. Where the Property is part of a larger building, Property includes the common accessways and shared facilities.

"Rental Period" means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

"**Schedule of Condition**" is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.

"**Tenancy**" means the time between the commencement and the termination of this Agreement including any extensions that may have been granted to you by us.

"**Us**" "**our**" "**we**" means the Landlord.

"**Utilities and other relevant suppliers**" includes but is not limited to: water charges, Council Tax (or similar charge which replaces it), gas, electricity, television licence, telephone, broadband, cable television and satellite television.

"**Working Day**" does not include Saturdays, Sundays and Bank Holidays.

"**You**" "**your**" means the Tenant.

References to the singular include the plural and references to the plural include the singular.

## Terms and Conditions

We let the Property together with the Contents to you for the Tenancy on the letting terms set out in this Agreement as supplemented by any addendum to this Agreement.

### 1.0 General Terms

1.1 Where there is more than one Tenant you are all Jointly and Severally Liable for the obligations contained within this Agreement. In the event of non-payment of Rent and or other breaches of this Agreement any individual Tenant or group of Tenants may be held liable. This means that legal action may be brought against any one or any group of Tenants. If this Agreement has become periodic notice to leave by any individual Tenant will also end the Tenancy for all Tenants.

1.2 You must make reasonable efforts to ensure that anyone in your household or any visitors to the Property do not breach the terms of this Agreement.

1.3 Where we have provided you with a copy of a Head Lease setting out the promises we have made to our superior landlord, you agree that you will also be bound by these promises, excepting any payments which we are responsible for making under the Head Lease.

### 2.0 You Must

#### Rent and Other Payments

2.1 To pay the Rent to us at the times and in the manner specified in this Agreement whether or not it has been formally demanded.

2.2 Any payment for less than the Rental Period is to be apportioned on a daily basis and will include the last day of the Tenancy.

2.3 To pay the charges for Council Tax (or similar charge which replaces it) and Utilities and other relevant suppliers that you are responsible for as specified in this Agreement.

2.4 To pay all reasonable costs and expenses incurred by us:

- in the recovery from you of any Rent and any other money which is in arrears;
- in the enforcement of any of the provisions of this Agreement;
- in the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
- the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;
- the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
- any other monies owed by you to us; and
- the Policy excess of (insert figure from insurance policy) £500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.

2.5 You must not exercise any right or claim to withhold Rent in respect of legal or equitable set-off.

#### Utilities

2.6 Inform us if you change supplier where you are responsible for paying a Utility.

2.7 Not change the utility meters for the Property without our written permission (which will not be unreasonably withheld). If you do, we reserve the right to require you to change the meter back to its original state at the end of the Tenancy at your cost.

### Use of the Property

2.8 Occupy the Property as your only or main home and behave in a tenant like manner.

2.9 Take reasonable care of the Property, and common parts (if any).

2.10 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.

2.11 Take all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated.

2.12 Take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost. You will be liable for reasonable costs of repair as a result of frozen or burst pipes due to the tenant failing to take reasonable precautions.

2.13 Arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you.

2.14 Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the Property. This includes repairing damage caused in this way to the Property, Fixtures and Fittings, Contents and, if it applies, the building in which the Property is located and any common parts. If we give you written notice to repair damage caused in this way, you agree to carry out the repair within one month of the date of the given notice.

2.15 Only park in the space allocated to you in this Agreement.

2.16 Not use your allocated parking for any purpose other than for the storage of a private motor car or motor bike without our written permission.

2.17 Not assign, take a lodger, sublet, part with or transfer to another person possession of the Property, or any part of it, without our written permission. If you do (even if we have given permission) you will be legally responsible for carrying out a fully compliant 'right to rent checks' as set out in Section 22 of the Immigration Act 2014 on any sub-tenants or other people living in the Property.

2.18 Not use the Property as anything other than a private home. However, this does not prevent you working at home as long as you are not using the Property to run a business and your home working is purely incidental to using the Property as your private home and as long as this use is not forbidden under the terms of the Head Lease.

2.19 Not exhibit any poster or notice board or notice so as to be visible from the exterior of the Property without our written permission (which will not be unreasonably withheld).

2.20 Not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, us, our Agents and contractors.

**"Antisocial"** means behaving in a way which causes or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property; or which amount to harassment of any person. Harassment of a person includes causing the person alarm or distress. Antisocial behaviour includes speech. In particular, but not exclusively, you and your visitors must not:

- make excessive noise;
- fail to control pets properly or allow them to foul or cause damage to other people's property;
- allow other occupiers or visitors to the Property (including children) to cause a nuisance;
- use the Property or allow it to be used, for illegal or immoral purposes;
- vandalise or damage the Property or any part of the common parts (if any) or neighbourhood;
- leave rubbish and recycling either in unauthorised places or at inappropriate times;
- harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, us, our family members or our employees or our Agent, or any other person or persons in the Property, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- use or carry offensive weapons;
- use, sell, cultivate or supply unlawful drugs or sell alcohol; and
- store or bring onto the Property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

2.21 Not bring into the Property any furniture, or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.

2.22 Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use or store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission.

2.23 Not smoke tobacco or any other substance in the Property without our written permission. For the avoidance of doubt nicotine staining is not considered to be fair wear and tear.

2.24 Not keep any animals, reptiles, insects, rodents or birds at the Property without our written permission (which will not be unreasonably withheld). For the avoidance of doubt, this clause does not apply in connection with registered guide and assistance dogs. This rule will be rigidly enforced and all costs associated with communicating with you, serving notice, seeking possession, cleaning the Property and any other action required will be charged to you. This could amount to several thousands of pounds. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the Property, deterioration in the condition of common areas or nuisance either to neighbours or persons in the locality of the Property. If you fail to exert reasonable supervision and control, we shall be entitled to withdraw our consent and require immediate removal of the pet. You will be liable for reasonable costs and expenses incurred by us in replacing and or reinstating the Property and its Contents owing to any damage or soiling to the Property and Contents caused by the pet including but not limited to de-infestation where required.

2.25 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.

2.26 Not damage any common parts that you have access to in addition to the Property.

2.27 Not obstruct the fire escape or common parts (if any). Any obstructions may be removed by us or our Agent.

2.28 Not allow children to play in the fire escapes or common parts (if any).

2.29 Not do anything that would lead to the Property requiring licensing by a local authority if it is not already so licensed or which would lead to a condition of or a statutory obligation associated with any such licence being breached.

#### **Leaving the Property Empty**

2.30 Advise us by giving reasonable written notice if you intend to be absent from the Property for more than 7 consecutive days and to provide the actual dates that the Property will be unoccupied.

2.31 Ensure at all times when the Property is unoccupied that all external doors/windows are properly locked or are otherwise properly secured and take appropriate action with regard to supplies of water, gas and electricity to prevent flooding, frost or fire.

2.32 Flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.

#### **Condition of Property**

2.33 Keep the interior of the Property including the Fixtures and Fittings and the Contents in the same condition, cleanliness, repair and decoration as at the commencement of the Tenancy (fair wear and tear excepted) and to carry out those jobs that you would reasonably be expected to carry out including but not limited to the cleaning of any sanitary appliances, shower wastes and windows as often as necessary.

2.34 Notify us as soon as reasonably possible of any defect in the Property which comes to your attention.

2.35 Replace any light bulbs, fluorescent tubes, or batteries, promptly and when necessary.

2.36 Keep the exterior free from rubbish and recycling and place all rubbish and recycling receptacles in the allocated space for collection on the day for collection. Rubbish and recycling receptacles should be returned to their normal storage places as soon as possible after rubbish and recycling has been collected.

2.37 Take proper care of the shared facilities (if any) and clean as appropriate after use.

2.38 Keep the gardens, driveways, pathways, lawns, hedges, flower beds, shrubs, rockeries and ponds (if any) in good and safe condition and as neat, tidy free from rubbish and properly tended as they were at the start of the Tenancy subject to seasonal requirements. Not to alter the general layout of the garden or cut down, lop, remove or otherwise damage any trees, shrubs or plants (with the exception of normal pruning). To cut the grass as necessary and properly tend the lawns and any borders in order to keep the same in a neat and tidy condition, subject to seasonal conditions.

2.39 Inspect any smoke or carbon-monoxide alarms in the Property regularly, replacing any batteries if necessary.

2.40 Tell us as soon as possible if a fault arises in the smoke or carbon-monoxide alarms.

2.41 Not remove any of the Contents from the Property without our written permission (which will not be unreasonably withheld).

2.42 Not make any alteration or addition to the Property or the electric, gas or plumbing system or decorate or change the style or colour of the decoration whether it be internal or external, or to erect and or install any aerial, satellite dish or cable television without our written permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us.

2.43 Not damage the Property, the Fixtures and Fittings, the Contents or the electric, gas, or plumbing system.

### Letters and Notices

2.44 Forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to us promptly upon receipt of any notice, order, proposal or legal proceedings.

2.45 Forward all correspondence addressed to the Landlord at the Property to us within a reasonable time. Access to the Property

2.46 Permit us (and our Agent or our contractors) reasonable access to the Property for any authorised purpose where you have been given 24 hours' notice, or access is required urgently for the purpose of carrying out work on the Property or inspecting the Property in order to determine what work we are entitled to carry out or have an obligation to carry out. The following are authorised purposes: carrying out any work on the Property which we have an entitlement or obligation to carry out; inspecting the Property

i. in order to determine what work type to carry out

ii. in pursuance of any entitlement or obligation which we have to carry out; valuing the let Property (or any part of it); and viewing the Property with prospective occupiers or purchasers during the last 2 months of the Tenancy. Reference to us having an entitlement or obligation to do something are to us having an entitlement or obligation to do something by virtue of an enactment or the terms of any agreement between us and you.

2.47 Allow reasonable use of the facilities within the Property in connection with anything done or to be done under Clause 2.46 of this Agreement.

2.48 Permit us and our Agent immediate access to the Property in the event of an Emergency, including but not limited to an imminent risk to your health and safety or members of your household or other persons in the vicinity.

### Key and Alarm Codes

2.49 Permit us and our Agent to hold a set of keys or any other security devices necessary for the purpose of entering the Property in an Emergency.

2.50 Not change the alarms codes, door locks and or have any duplicate keys cut without our written permission. Should you lose your keys or other security devices needed to access the Property, you will be liable to meet our reasonable costs for replacement including the costs of fitting any new locks that are necessary.

### Occupier's Liability

2.51 Verify the suitability of the Property for you and members of your household including but not limited to any gardens, fences, ponds or outbuildings, especially in relation to the safety of pets and young children,

2.52 Take reasonable steps to protect guests and other visitors (especially children) from any hazards at the Property, for example but not limited to ponds, swimming pools, fences and electric gates.



**3.0 We Agree to:**

- 3.1 Allow you to quietly possess and enjoy the Property during the Tenancy without interruption from us (notwithstanding Clause 2.46, 2.47, and 2.48 of this Agreement).
- 3.2 Pay all assessments and outgoings in respect of the Property which are our responsibility.
- 3.3 Ensure that any gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).
- 3.4 Ensure that any electrical installations in the Property comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.
- 3.5 Ensure that any furniture and equipment supplied by us comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 3.6 Take reasonable steps to ensure that the Property complies with the Homes (Fitness for Human Habitation) Act 2018.
- 3.7 Keep the gas, water, electricity, room-heating and water-heating installations in good repair and proper working order.
- 3.8 Keep in repair all mechanical and electrical appliances which form part of the Contents (unless specifically excluded), unless the fault and or failure is due to your act or failure to act.
- 3.9 Pay the service charges that we are responsible for as specified in this Agreement and or ground rent, if applicable.
- 3.10 Arrange for payment of premiums for any insurance of the Property and Contents belonging to us, such as those items included in the Inventory. We have no liability to insure any items belonging to you.
- 3.11 Arrange for the Property and Contents (but not your possessions) to be insured and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is reasonably practicable, and to refund to you any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the Policy monies because of anything you have done or failed to do in breach of this Agreement.

**4.0 Rent Increases**

- 4.1 We shall have the option on the anniversary of this agreement to increase the Rent by a reasonable percentage provided we have given you at least one month's notice of our intention to exercise this option.

**5.0 Interest on Rent Arrears and Other Monies**

- 5.1 You agree to pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.
- 5.2 21 days after the rent due date a County Court Judgment (CCJ) for the debt may be applied for (whether part of possession proceedings or not) and any associated costs incurred shall be debited to the Tenant(s) account.

**6.0 Break Clause**

- 6.1 In the event the term granted by this tenancy is for a fixed period of 12 months or more, either party may bring the tenancy to an end at any time after 6 months from the start of the tenancy by giving not less than two months written notice.

**7.0 At the end of the Tenancy**

- 7.1 At the end of the Tenancy you agree to:

- give up the Property with full vacant possession;
- give up the Property and the Contents and our Fixtures and Fittings in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (fair wear and tear excepted) and pay for the reinstatement, repair or replacement of the Property and Contents damaged, soiled, stained, marked or lost during the Tenancy which were your responsibility in this Agreement;
- remove all rubbish and recycling from the Property and properly dispose of it in receptacles outside the Property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal;
- allow us or our Agent to enter the Property with a surveyor for the purposes of carrying out an inspection;
- leave the Contents in the same position that they were in at the commencement of the Tenancy;
- return all sets of keys and other security devices to us and pay reasonable costs of having replacement locks or other security devices fitted in the event that they are not all returned to us;
- remove all personal belongings including food and other perishable items; and

- provide us or our Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.

7.2 Any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy shall be deemed to have been abandoned and will be removed or stored by us. We may dispose of such goods or personal effects as we think appropriate and you will be liable for the reasonable costs of removal, storage and disposal provided we or our Agent have given written notice to you, or where you cannot be found after reasonable steps have been taken to trace you, and at least 14 days have passed (except perishable or hazardous items which we may dispose of immediately). We may deduct the reasonable cost of removal, storage and disposal from your Deposit.

7.3 You agree to allow us to erect a 'to let' or 'for sale' sign at the Property during the last two months of the Tenancy.

## 8.0 Termination

8.1 If we allow you to remain in the Property after the fixed term has expired then the Tenancy will continue as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended). To end the periodic tenancy you shall give us at least one month's notice in writing.

8.2 We have the right to recover possession of the Property by lawful means if:

- you fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
- you (or any of you) become bankrupt;
- any of the grounds listed in Schedule 2 of the Housing Act 1988 apply (these include not paying rent, breaking a term of the tenancy and causing a nuisance or annoyance);
- the arrangements for us to repossess the Property in section 21 of the Housing Act 1988 apply;

This clause does not affect your rights under the Protection from Eviction Act 1977.

8.3 If you give us notice that you are going to leave the Property before the fixed term of this Agreement has ended, you must pay our reasonable costs for reletting the Property and continue to pay the rent in advance for each rent period until a new tenant moves in. We do not have to take the Property or the Tenancy back from you early unless we want to do so.

8.4 We give you notice that the Property may be repossessed under Ground 1 or Ground 2 in Schedule 2 to the Housing Act 1988.

## 9.0 Effect of Termination

9.1 Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations or from any obligation which you breached prior to termination.

9.2 At the end of the Tenancy you shall return the Property together with the Contents to us in the condition required by this Agreement.

## 10.0 Inventory

10.1 Upon taking the Tenancy you will be invited to attend a check-in process where you will be given access to the Property and an opportunity to take meter readings. You will be provided with the Inventory and Schedule of Condition relating to the Property on or shortly after the commencement of the Tenancy. The Inventory is an agreed record of the Contents and condition of the Property and Contents at commencement of the Tenancy and shall be used to assess any loss, damage or dilapidation as recorded at the end of the Tenancy.

10.2 You have a period of 7 days from the start of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), to ensure that the Inventory and Schedule of Condition is correct and to tell us or our Agent of any discrepancies in writing, after which the Inventory and Schedule of Condition will be amended as appropriate. If you take no action and after the 7 day period has expired, you shall be deemed to be fully satisfied with the terms.

10.3 At the end of the Tenancy you will be invited to attend a check-out process which will be arranged by us. The check-out process will comprise a full inspection of the Property and its Contents and an opportunity to take meter readings. Any items missing, damaged or otherwise in a different state to their condition at the check-in will be recorded. You are strongly encouraged to be present at this process as best practice. This will give you the opportunity to dispute or explain any deficiencies or defects discovered at the check-out or to take any immediate remedial action by negotiation with us or our Agent.

#### 11.0 Serving notices and other prescribed information

11.1 If we need to serve any notice on you, including any notice which the law tells us we must give, we will deliver it by hand, send it to you by first-class post to the Property address or via email. This means that notices are served on you once they are put through your letter box, even if you do not receive them because you have moved. If you give us another address to send notices to, any notice served at that address will be valid, if it is posted by first-class post or left at that address.

11.2 You agree that the How to Rent Guide, Gas Safety Inspection Report, Electrical Installation Condition Report, Energy Performance Certificate, and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you as in clause 11.1 above or via email to the email address(es) you provided in the Main terms of the Tenancy Agreement.

11.3 Any notices you need to serve on us can be sent by first class post or delivered to our address at:

Space Investments Limited, 15 Theed Street, London, SE1 8ST

Alternatively you may email notices to:



11.4 Any notices sent in accordance with clause 11 will be deemed to have been received:

- In the case of first class post, two working days after service,
- In the case of email, on the next Working Day;
- If the notice is left at the Property before 4:30 PM on a Working Day, on the same day;
- If the notice is left at the Property at any other time, on the next Working Day.

#### 12.0 The Deposit

12.1 The Deposit will be held by the Landlord.

12.2 The Deposit will be protected in a government approved tenancy deposit scheme, namely MyDeposits [www.mydeposits.co.uk](http://www.mydeposits.co.uk).

We can transfer the Deposit to another government-approved tenancy deposit scheme or change the person who holds the Deposit (unless it has been paid into a government-approved custodial tenancy deposit scheme). If we do this, we will inform you in writing.

12.3 You will not receive interest on the Deposit unless it is paid into a custodial tenancy deposit scheme. If it is paid into a custodial tenancy deposit scheme, you will receive any interest that may be due under the scheme's terms and conditions.

12.4 The Deposit shall be returned to you (less any agreed deductions or money still in dispute) as soon as is practicable at the end of the Tenancy, upon vacant possession of the Property and return of the keys if you have kept to all the obligations within this Agreement.

12.5 Monies shall be deducted from the Deposit in respect of all reasonable costs and expenses incurred by us (including but not limited to the costs and fees of our solicitors and other professional advisors) in respect of:

- the recovery from you of any Rent or any other money which is in arrears;
- the enforcement of any of the provisions of this Agreement;
- compensation in respect of your use and occupation in the event that you fail to vacate the Property on the due date;
- the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
- the cost of any bank or other charges incurred by us if any cheque written by you is dishonoured or if any standing order payment is withdrawn by your bankers;
- the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
- the cost of replacing any items listed in the Inventory which are missing from the Property at the end of the Tenancy;
- the cost of removal, storage and disposal by us of any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy in accordance with Clause 7.2 of this Agreement;

- any other monies owed by you to us;
- our reasonable costs in reinstating the Property owing to your breach of any conditions of this Agreement; and
- the Policy excess of £500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.

12.6 If the Deposit is insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.

### 13.0 Data Protection

13.1 We require to process and retain certain personal information that you have provided to us. From time to time we may pass any or all of that personal information on to third parties who may carry out specific work on our behalf for processing. Full details of the personal information we hold, why we hold that information, how long it is held for and with whom that information is shared are set out in the Fair Processing Notice provided to you.

13.2 In the event that we require your consent to process and retain any of your personal information we shall seek your written permission to do so separately.

13.3 In terms of the Data Protection Act 2018 (hereinafter "DPA 2018") you are entitled to request and inspect personal information of yours that we hold. Should you wish to inspect any of your personal information that we hold, you have the right to request sight of this data, provided it is done in writing and detail the specific information that you are seeking. We will provide you with a copy of any personal information held (which constitutes "Personal Data" in terms of DPA 2018) within one month of receipt of your written request.

### 14.0 Special Conditions

Signatures

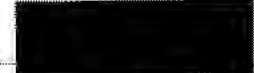
Signed by the Landlord's Agent:

Space Investments Limited

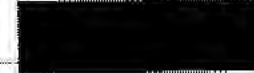


24<sup>th</sup> of March 2023 16:37:19 UTC

Signed by the Tenant(s):



15<sup>th</sup> of March 2023 16:48:54 UTC



22<sup>nd</sup> of March 2023 14:30:29 UTC

## Appendix, Payment Schedule

Full Tenancy	
11 Apr 2023	£1333.34
1 May 2023	£2000.00
1 Jun 2023	£2000.00
1 Jul 2023	£2000.00
1 Aug 2023	£2000.00
1 Sep 2023	£2000.00
1 Oct 2023	£2000.00
1 Nov 2023	£2000.00
1 Dec 2023	£2000.00
1 Jan 2024	£2000.00
1 Feb 2024	£2000.00
1 Mar 2024	£2000.00
1 Apr 2024	£666.66
<b>Total</b>	<b>£24000.00</b>

**MYDEPOSITS INSURED****Prescribed Information**

Your Landlord must provide you with key information about your deposit's protection, called the Prescribed Information. This template has been created to help your Landlord comply with their legal tenancy deposit protection obligations.

We recommend you read this template along with the mydeposits Information for Tenants leaflet, so you fully understand how deposit protection works.

To: 

- a. The contact details of the scheme administrator of the authorised tenancy deposit scheme applying to the deposit. mydeposits is administered by HFIS plc, trading as Hamilton Fraser (the Scheme Administrator).




- b. Any information contained in a leaflet supplied by the scheme administrator to the landlord which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, the Act.
- c. The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the shorthold tenancy ("the tenancy").
- d. The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy.
- e. The procedures that apply under the scheme where the landlord and the tenant dispute the amount to be paid or repaid to the tenant in respect of the deposit.
- f. The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.

Provided within the 'Information for Tenants' leaflet that should be given to you by your landlord/agent. This can also be downloaded from the website [www.mydeposits.co.uk/tenants](http://www.mydeposits.co.uk/tenants)

- g. The following information in connection with the tenancy in respect of which the deposit has been paid:

Amount of deposit paid: **£2307.69**

- ii. The address of the property to which the tenancy relates: 



- iv. The name, address, telephone number, and any email address or fax number of the tenant, including such details that should be used by the landlord or scheme administrator for the purpose of contacting the tenant at the end of the tenancy:





v. The name, address, telephone number and any email address or fax number of any relevant person (interested party);  
For this Tenancy there is no Relevant Person

vi. The circumstances when all or part of the deposit may be retained by the landlord, by reference to the terms of the tenancy;  
Please see clause(s) 12 of the Tenancy Agreement

These are the circumstances in which all or part of the tenancy deposit may be retained at the end of the tenancy, with reference to the relevant clause(s) in the Tenancy Agreement

- vii. Confirmation (in the form of a certificate signed by the landlord) that
  - a. The information he provides under this sub-paragraph is accurate to the best of his knowledge and belief; and
  - b. He has given the tenant the opportunity to sign any document containing the information provided by the landlord under this article by way of confirmation that the information is accurate to the best of his knowledge and belief.

I/We (being the Landlord) certify that –

- 1. The information provided is accurate to the best of my/our knowledge and belief
- 2. I/We have given the tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant(s) knowledge and belief

**Signed by the Landlord's Agent:**

Space Investments Limited



24<sup>th</sup> of March 2023 16:37:19 UTC

**Signed by the Tenant(s):**



15<sup>th</sup> of March 2023 16:48:54 UTC



22<sup>nd</sup> of March 2023 14:30:29 UTC



## Supporting Documents Checklist

I confirm I have received the following documents:

- Tenancy Agreement
- Department for Communities and Local Government How to Rent guide
- How to rent - The checklist for renting in England - Easy Read version
- How to Rent a Safe Home - A guide for current and prospective tenants in England
- Energy Performance Certificate for: [REDACTED]
- Electrical Installation Condition Report for: [REDACTED]
- Payment Schedule in respect of amounts due from me
- MyDeposits Prescribed Information
- MyDeposits Terms & Conditions

These documents are attached to the emails that I have received from Space Investments Limited in conjunction with this tenancy application.

### Signed by the Tenant(s):

[REDACTED]

[REDACTED]

[REDACTED]

15<sup>th</sup> of March 2023 16:48:54 UTC

[REDACTED]

22<sup>nd</sup> of March 2023 14:30:29 UTC

## Audit Trail

Document ID: [REDACTED]

Status: Completed

Note: All times are in UTC/GMT

### February 22, 2023

12:16:13 Document Created  
ip: 109.170.254.72

### March 11, 2023

23:10:59 Document viewed by [REDACTED]  
e4447d3f7141ed0ba3cf  
ip: 137.220.79.13

### March 15, 2023

16:39:23 Document viewed by [REDACTED]  
e4447d3f7141ed0ba3cf  
ip: 137.220.79.2

16:48:55 Document Signed by [REDACTED]  
e4447d3f7141ed0ba3cf  
ip: 137.220.79.2

### March 21, 2023

13:41:35 Document viewed by [REDACTED]  
b5f694de99992bfb7c4  
ip: 148.253.134.212

### March 22, 2023

14:30:31 Document Signed by [REDACTED]  
b5f694de99992bfb7c4  
ip: 82.27.60.92

### March 24, 2023

16:31:48 Document viewed by [REDACTED]  
bc13e0f45115e02c  
ip: 109.170.254.72

16:35:51 Document viewed by [REDACTED]  
bc13e0f45115e02c  
ip: 109.170.254.72

16:37:20 Document Signed by [REDACTED]  
bc13e0f45115e02c  
ip: 109.170.254.72

16:37:28 Document Set to E [REDACTED]  
bc13e0f45115e02c  
ip: 109.170.254.72

16:37:28 Document Set to C [REDACTED]  
bc13e0f45115e02c  
ip: 109.170.254.72

16:37:28 Document Archived  
ip: 109.170.254.72

## APPENDIX 2

[REDACTED]

[REDACTED]

Tenancy: 8 Aug 2022 - 13 Dec 2022

### Summary of Events

Space Investments Ltd have signed Assured Shorthold Tenancy Agreement with [REDACTED] [REDACTED] for the term of 12 months. Please see copy of the lease enclosed for your review.

First report of noise nuisance received on 17<sup>th</sup> September 2022, describing the impact of loud music being played and vibrations felt throughout the property. Tenant [REDACTED] is clearly suffering and is looking to move out.

Second report, a very distressed call and follow up email received on 10<sup>th</sup> November 2022. Note tenants advised they approached Wazobia Restaurant owner direct and have been met with ignorance. Due to major impact on their [REDACTED] they expressed no interest in escalating the matters further with Council/Police and chose the quicker option to resolve the issue - terminate their lease early.

Email correspondence enclosed for your records.

[REDACTED] [REDACTED]

---

**From:** [REDACTED]  
**Sent:** 17 September 2022 22:22  
**To:** [REDACTED]  
**Subject:** Noise

[REDACTED] good evening!

I want to complain seriously about the noise in the restaurant downstairs.

When we were moving in no one warned us about this important issue! My ensuite room is right above the music!

The floor is shaking, it feels like hell, all the musical bass and vibration affects the whole flat and my room in particular, till 4am every Friday and Saturday!

It's unbearable. I am working in the bar and coming home to this craziness that I can't control and can't turn of. It's like hell. Why you did not warn us before we moved in? Like seriously and honestly told us that there is an issue this big?

We have to do something with this because 2 days a week every single week no rest, no silence how it should be in a living area, we have to find a solution otherwise we will be considering moving out.

is there a way to change this situation?

Thank you.

Looking forward to your reply.

Kind regards,  
[REDACTED]

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 10 November 2022 12:44  
**To:** [REDACTED]  
**Subject:** [REDACTED]

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Good morning!

It's [REDACTED] Sorry to be the bearer of bad news, but we just can't cope anymore. We have just spoken on the phone about our living issue.

For the past 3 months we were suffering a lot living in this apartment. We can't sleep during the weekend at all. When we were moving in no one warned us about the issue with a restaurant downstairs. Every Friday and Saturday the restaurant is playing music till 3am. That whole flat is literally shaking. I have nowhere to go so I am forced to stay on the weekend and not sleeping till the restaurant is shut. I am working on the weekend as well and not being able to sleep 2 days in a row every weekend caused us a lot of mental and physical health issues. I am visiting the therapist now to help me sleep. This restaurant issue should have been mentioned at the first place before we were signing the tenancy contract.

I contacted [REDACTED] around 16th of September about the issue. We are failing our classes, unable to study in these conditions.

We were in touch with the owner of the Wazobia restaurant about the situation and were giving him chances to reduce it down but it doesn't work. We are exhausted. Our parents are aware of what is going on and they are pissed and we are not going to move it forward to local authorities, court or police. Because it's a waist of time, we don't have any more mental strength to deal with a situation.

We are asking for letting us go on good terms. From now in a month 11 of December to move out from the property. With receiving our deposit back as well because the flat is in perfect condition and the moving out is a decision made by us and our parents based on the inhuman living conditions in the property. It's not our fault. We want to pay rent for one more month and so you can arrange viewings of the property to find new tenants in one month period of time. We even started to look for other people to move in instead of us. We will assist in finding new tenants.

We loved the flat but we are not even considering an option of staying longer than one more month because we can't handle even one more weekend in this flat. Otherwise it will damage our health to the extent there is no way back.

Please let us know as soon as possible.

We are really hoping for your sympathetic approach towards our situation and let me know till tomorrow please. We have to know till tomorrow because otherwise our parents will consider taking the whole situation in their own hands.

As well you can put the property on sale for rent as soon as possible as well in your favor.

Looking forward to hearing from you,

Kind regards,  
[REDACTED]

# Assured Shorthold Tenancy Agreement

within the meaning of the Housing Act 1988  
as amended by the Housing Act 1996



This Agreement contains the terms and obligations of the Tenancy. It sets out the promises made between you (the Tenant) and us (the Landlord). These promises will be legally binding once this Agreement has been both signed and dated and initial funds as detailed within the body of this Agreement have been paid. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this Agreement using plain language, it inevitably contains some legal terms and references.

**You understand that we will be entitled to recover possession when the Tenancy ends.**

The Inventory and Schedule of Condition should be checked carefully and agreed with us or our Agent.

**Please note that if the Inventory and Schedule of Condition is not agreed or challenged by you in writing within seven days of commencement of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), we shall deem that you have accepted the Inventory and Schedule of Condition as fair and accurate and that we or our Agent may rely on them at the end of the Tenancy as being correct and accurate.**

If you do not understand this Agreement, or anything in it, it is strongly suggested that you ask for an explanation before signing it. You might consider consulting a solicitor, Citizen's Advice Bureau or Housing Advice Centre.

**This Agreement is between us, the Landlord:**

*(Full name including title and middle names or business name)*

Space Investments Limited, 15 Theed Street, London, SE1 8ST

**And you, the Tenant (individually and together):**

*(Full name including title and middle names)*

Tenant 1:

Tenant 2:

Tenant 3:

Tenant 4:

**And is made in relation to the Property at:**

Full address:

Postcode: SE15 1JF



**Our contact details**

In accordance with Sections 47 and 48 of the Landlord and Tenant Act 1987 the Landlord's name and address in England and Wales at which notices (including Notices of Proceedings) may be served on the Landlord by you are (repeat Landlord name as on the front page):

Full address: 15 Theed Street, London, SE1 8ST

Postcode:

**Our property manager**

Contact name (if different to that above): Space Investments Ltd

Daytime telephonenumber

Evening telephonenumber

Email

Address (if different to that above):

Postcode:

**Your contact details**

(Repeat Tenant name as on the front page)

Tenant 1:

Email:

Mobile

Tenant 2:

Email:

Mobile

Tenant 3:

Email:

Mobile

Tenant 4:

Email:

Mobile

**Number of Permitted Occupiers**

The maximum number of people permitted to occupy the Property within the terms of the Agreement is:

n/a

**Children**

The maximum number of children (under 18 at the start of the Tenancy) permitted to occupy the Property is:

n/a



**Term**

A fixed term of 12 months and 0 days commencing on and including (start date) 8 Aug 2022

**Rent**

You agree to pay the total Rent of £ 550 per (week/month) week in advance in the following

instalments: The first payment of £ 7,150.00 is to be paid in cleared funds on or before (date) 8 Aug 2022

Subsequent payments of £ 7,150.00 are to be paid in cleared funds by the (day/number) 8th

of each (week/month) quarter by (payment method and bank details if applicable)

standing order

**Deposit**

You agree (tick one box only as appropriate):

A Deposit of £ \_\_\_\_\_ was paid on (date) \_\_\_\_\_

by (payment method) bank transfer

A Deposit of £ 2,750.00 is to be paid in cleared funds on or before (date) 8 Aug 2022

No Deposit has been paid

**Utilities and other relevant suppliers**

You and we agree (tick all the boxes that apply and write in 'You' or 'We' as appropriate):

Water charges: You are responsible for paying

Council Tax (or similar charge which replaces it): You are responsible for paying

Gas: n/a are responsible for paying

Electricity: You are responsible for paying

Television licence: You are responsible for paying

Telephone: You are responsible for paying

Broadband: You are responsible for paying

Other: \_\_\_\_\_ are responsible for paying

**The Property is let together with use of the:**

Contents as specified in the Inventory and Schedule of Condition to be provided before (date): 8 Aug 2022

Shared Facilities: \_\_\_\_\_

Garden: n/a

Parking: n/a

**The Property is let excluding use of the:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





## Definitions

**"Agent"** means the company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.

**"Contents"** means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

**"Emergency"** means where there is a risk to life or damage to the fabric of the Property or the Contents.

**"Fixtures and Fittings"** includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

**"Head Lease"** sets out the promises we have made to our superior landlord, if the Property is leasehold. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property giving them the right to possession of the Property at the end of our lease.

**"Inventory"** is the document drawn up by us, our Agent, or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.

**"Joint and Severally Liable"** means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages against any one or more of you. For example, if three Tenants are named on this Agreement and one Tenant does not pay their proportion of the Rent, we can recover the amount owed from any one of you or any group. If the Tenancy is periodic and one Tenant gives notice to quit, the notice will end the Tenancy for all of you.

**"Landlord"** includes anyone entitled to possession of the Property under this Agreement.

**"Policy"** means any insurance policy held by us for the Property or Contents.

**"Property"** includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from the Tenancy. Where the Property is part of a larger building, Property includes the common accessways and shared facilities.

**"Rental Period"** means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

**"Schedule of Condition"** is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.

**"Tenancy"** means the time between the commencement and the termination of this Agreement including any extensions that may have been granted to you by us.

**"Us" "our" "we"** means the Landlord.

**"Utilities and other relevant suppliers"** includes but is not limited to; water charges, Council Tax (or similar charge which replaces it), gas, electricity, television licence, telephone, broadband, cable television and satellite television.

**"Working Day"** does not include Saturdays, Sundays and Bank Holidays.

**"You" "your"** means the Tenant.

References to the singular include the plural and references to the plural include the singular.

## Terms and Conditions

We let the Property together with the Contents to you for the Tenancy on the letting terms set out in this Agreement as supplemented by any special letting terms.

### 1 Tenant's Obligations

You hereby agree with us as follows:

- 1.1 Any obligation upon you under this Agreement to do or not to do anything shall also require you not to permit or allow your household or any visitor to do or not to do the same thing.
- 1.2 Where there is more than one Tenant you will all be Joint and Severally Liable for the obligations contained within this Agreement. In the event of non-payment of Rent and or other breaches of this Agreement any individual Tenant or group of Tenants may be held liable. This means that legal action may be brought against any one or any group of Tenants. If this Agreement has become periodic notice to leave by any individual Tenant will also end the Tenancy for all Tenants.

### Rent and Charges

- 1.3 To pay the Rent to us at the times and in the manner specified in this Agreement whether or not it has been formally demanded.
- 1.4 Any payment for less than the Rental Period is to be apportioned on a daily basis and will include the last day of the Tenancy.
- 1.5 To pay the charges for Council Tax (or similar charge which replaces it) and Utilities and other relevant suppliers that you are responsible for as specified in this Agreement.
- 1.6 To pay all reasonable costs and expenses incurred by us:
  - 1.6.1 in the recovery from you of any Rent and any other money which is in arrears;
  - 1.6.2 in the enforcement of any of the provisions of this Agreement;
  - 1.6.3 in the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
  - 1.6.4 the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;
  - 1.6.5 the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
  - 1.6.6 any other monies owed by you to us; and
  - 1.6.7 the Policy excess of (insert figure from insurance policy) £ 500.00 ; incurred as a result of a claim on our insurance, attributable to your act or failure to act.
- 1.7 You must not exercise any right or claim to withhold Rent in respect of legal or equitable set-off.

### Use of the Property

- 1.8 Occupy the Property as your only or principal home and behave in a tenant like manner.
- 1.9 Take reasonable care of the Property and common parts (if any).
- 1.10 Not assign, take a lodger, sublet or part with or give up to another person possession of the Property or any part of it without our written permission (which will not be unreasonably withheld).
- 1.11 Not carry on in the Property any trade, profession, business or receive paying guests or register any business at the Property or use the Property for any purpose other than your private residence without our written permission (which will not be unreasonably withheld).
- 1.12 Not use the Parking (if Parking is specified in this Agreement) for any purpose other than for the storage of a private motor car or motor bike without our written permission (which will not be unreasonably withheld).
- 1.13 Not exhibit any poster or notice board or notice so as to be visible from the exterior of the Property without our written permission (which will not be unreasonably withheld).
- 1.14 You, those living with you, and your visitors must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, us, our Agents and contractors.

"Antisocial" means behaving in a way which causes or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property; or which amount to harassment of any person. Harassment of a person includes causing the person alarm or distress. Antisocial behaviour includes speech. In particular, you, those living with you, and your visitors must not:

- 1.14.1 make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments, DIY and power tools;
- 1.14.2 fail to control pets properly or allow them to foul or cause damage to other people's property;
- 1.14.3 allow visitors to the Property to be noisy or disruptive;

- 1.14.4 use the Property or allow it to be used, for illegal or immoral purposes;
- 1.14.5 vandalise or damage the Property or any part of the common parts (if any) or neighbourhood;
- 1.14.6 leave rubbish and recycling either in unauthorised places or at inappropriate times;
- 1.14.7 allow any other person (including children) to cause nuisance or annoyance to other people by failing to exercise reasonable control over them and take steps to prevent this;
- 1.14.8 harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, our family members or our employees or our Agent, or any other person or persons in the Property, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- 1.14.9 use or carry offensive weapons;
- 1.14.10 use, sell, cultivate or supply unlawful drugs or self alcohol; and
- 1.14.11 store or bring onto the Property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

The particular prohibitions on behaviour listed above do not in any way restrict your general responsibilities.

- 1.15 Not change the supplier of the Utilities and other relevant suppliers or install or cause or authorise installations relating to the supply of water, electricity, gas or other services to the Property without our written permission (which will not be unreasonably withheld).
- 1.16 Not bring into the Property any furniture or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.
- 1.17 Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use. Not to store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission (which will not be unreasonably withheld).
- 1.18 Not smoke or to permit a visitor to smoke tobacco or any other substance in the Property without our written permission (which will not be unreasonably withheld). If permission is given you may be asked to pay an additional amount towards the Deposit. For the avoidance of doubt nicotine staining is not considered to be fair wear and tear.
- 1.19 Not keep any animals, reptiles, insects, rodents or birds at the Property without our written permission (which will not be unreasonably withheld). For the avoidance of doubt, this clause does not apply in connection with registered guide and assistance dogs. This rule will be rigidly enforced and all costs associated with communicating with you, serving notice, seeking possession, cleaning the Property and any other action required will be charged to you. This could amount to several thousands of pounds. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the Property, deterioration in the condition of common areas or nuisance either to neighbours or persons in the locality of the Property. If you fail to exert reasonable supervision and control, we shall be entitled to withdraw our consent and require immediate removal of the pet. You will be liable for reasonable costs and expenses incurred by us in replacing and or reinstating the Property and its Contents owing to any damage or soiling to the Property and Contents caused by the pet including but not limited to de-infestation where required.
- 1.20 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.
- 1.21 Take all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated.
- 1.22 Take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 1.23 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.
- 1.24 To arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you.
- 1.25 Not park in any space not designated to you.
- 1.26 Not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system except as provided in the Tenant's obligations in Clause 1.38.
- 1.27 In the case of a flat property, or any other property having common parts, you agree, in conjunction with the other proprietors/occupiers, to sweep and clean the common stairway and to co-operate with the other proprietors/occupiers in keeping the garden, back green or other communal areas clean and tidy.
- 1.28 Not obstruct the fire escape or common parts (if any). Any obstructions may be removed by us or our Agent.
- 1.29 Not allow children to play in the fire escapes or common parts (if any).
- 1.30 Replace or repair or pay our reasonable costs of repairing or replacing or reinstating the Property or its Contents which are destroyed, damaged, soiled, removed, or lost during the Tenancy (fair wear and tear excepted).

**Leaving the Property Empty**

- 1.31 Advise us by giving reasonable written notice if you intend to be absent from the Property for more than 14 consecutive days and to provide the actual dates that the Property will be unoccupied.
- 1.32 Ensure at all times when the Property is unoccupied that all external doors/windows are properly locked or are otherwise properly secured and take appropriate action with regard to supplies of water, gas and electricity to prevent flooding, frost or fire.
- 1.33 Flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.

**Condition of the Property**

- 1.34 Keep the interior of the Property including the Fixtures and Fittings and the Contents in the same condition, cleanliness, repair and decoration as at the commencement of the Tenancy (fair wear and tear excepted) and to carry out those jobs that you would reasonably be expected to carry out including but not limited to the cleaning of any sanitary appliances, shower wastes and windows as often as necessary.
- 1.35 Not remove any of the Contents from the Property without our written permission (which will not be unreasonably withheld).
- 1.36 Not make any alteration or addition to the Property or the electric, gas or plumbing system or decorate or change the style or colour of the decoration whether it be internal or external, or to erect and or install any aerial, satellite dish or cable television without our written permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us. Consent to such alterations requested under this legislation will not be unreasonably withheld.
- 1.37 Not damage the Property or the electric, gas, or plumbing system.
- 1.38 Regularly test any smoke, carbon monoxide or other alarms at the Property and to replace batteries where necessary and to report any fault to us immediately.
- 1.39 Notify us as soon as reasonably possible having regard to the urgency of the matter of any defect in the Property which comes to your attention.
- 1.40 Replace any light bulbs, fluorescent tubes, or batteries, promptly and when necessary.
- 1.41 Keep the exterior free from rubbish and recycling and place all rubbish and recycling receptacles in the allocated space for collection on the day for collection. Rubbish and recycling receptacles should be returned to their normal storage places as soon as possible after rubbish and recycling has been collected.
- 1.42 Take proper care of the shared facilities (if any) and clean as appropriate after use.
- 1.43 Keep the gardens, driveways, pathways, lawns, hedges, flower beds, shrubs, rockeries and ponds (if any) in good and safe condition and as neat, tidy free from rubbish and properly tended as they were at the start of the Tenancy subject to seasonal requirements. Not to alter the general layout of the garden or cut down, lop, remove or otherwise damage any trees, shrubs or plants (with the exception of normal pruning). To cut the grass as necessary and properly tend the lawns and any borders in order to keep the same in a neat and tidy condition, subject to seasonal conditions.

**Letters and Notices**

- 1.44 Forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to us promptly upon receipt of any notice, order, proposal or legal proceedings.
- 1.45 Forward all correspondence addressed to the Landlord at the Property to us within a reasonable time.

**Access for Repairs, Inspections and Valuations**

- 1.46 Permit us (and our Agent or our contractors) reasonable access to the Property for any authorised purpose where you have been given 24 hours' notice, or access is required urgently for the purpose of carrying out work on the Property or inspecting the Property in order to determine what work we are entitled or have an obligation to carry out. The following are authorised purposes: carrying out any work on the Property which we have an entitlement or obligation to carry out; inspecting the Property (i) in order to determine what work type to carry out (ii) in pursuance of any entitlement or obligation which we have to carry out; valuing the let Property (or any part of it); and viewing the Property with prospective occupiers or purchasers during the last 2 months of the Tenancy. Reference to us having an entitlement or obligation to do something are to us having an entitlement or obligation to do something by virtue of an enactment or the terms of any agreement between us and you.
- 1.47 Allow reasonable use of the facilities within the Property in connection with anything done or to be done under Clause 1.46 of this Agreement.
- 1.48 Permit us and our Agent immediate access to the Property in the event of an Emergency, including but not limited to an imminent risk to your health and safety or members of your household or other persons in the vicinity.

**Notice to Repair**

- 1.49 If we give you written notice to remedy a defect for which you are responsible you agree to carry out the repair within one month of the date of the given notice.

**Key and Alarm Codes**

- 1.50 Permit us and our Agent to hold a set of keys to the Property for the purpose of entering the Property in an Emergency.
- 1.51 Not change the alarms codes, door locks and or have any duplicate keys cut without our written permission (which will not be unreasonably withheld). Should you lose your keys you will be liable to meet our reasonable costs for replacement and or having new locks fitted and new keys cut.

**At the End of the Tenancy**

- 1.52 At the termination of the Tenancy you agree to:
- 1.52.1 give up the Property with vacant possession;
  - 1.52.2 give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (fair wear and tear excepted) and pay for the reinstatement, repair or replacement of the Property and Contents damaged, soiled, stained, marked or lost during the Tenancy which were your responsibility in this Agreement;
  - 1.52.3 remove all rubbish and recycling from the Property and properly dispose of it in receptacles outside the Property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal;
  - 1.52.4 allow us or our Agent to enter the Property with a surveyor for the purposes of carrying out an inspection;
  - 1.52.5 leave the Contents in the respective positions that they occupied at the commencement of the Tenancy;
  - 1.52.6 return all sets of keys to us and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to us;
  - 1.52.7 remove all personal belongings including food stuff; and
  - 1.52.8 provide us or our Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.
- 1.53 Any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy shall be deemed to have been abandoned and will be removed or stored by us. We may dispose of such goods or personal effects as we think appropriate and you will be liable for the reasonable costs of removal, storage and disposal provided we or our Agent have given written notice to you, or where you cannot be found after reasonable steps have been taken to trace you, and at least 14 days have passed (except perishable or hazardous items which we may dispose of immediately). We may deduct the reasonable cost of removal, storage and disposal from your Deposit.
- 1.54 Allow us to erect a 'to let' or 'for sale' sign at the Property during the last two months of the Tenancy.

**Occupier's Liability**

- 1.55 You are responsible for verifying the suitability of the Property for you and members of your household including but not limited to any gardens, fences, ponds or outbuildings, especially in relation to the safety of pets and young children.
- 1.56 You are responsible (under the Occupier's Liability Act 1984) for the safety of all guests and other visitors who attend the Property and protect them (especially children) from any hazards at the Property, for example but not limited to ponds, swimming pools, fences and electric gates.

**2 Landlord's Obligations**

We hereby agree with you as follows:

- 2.1 Allow you to quietly possess and enjoy the Property during the Tenancy without interruption from us (not withstanding Clause 1.46, 1.47 and 1.48 of this Agreement).
- 2.2 Pay all assessments and outgoings in respect of the Property which are our responsibility.
- 2.3 Ensure that any gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).
- 2.4 Ensure that any furniture and equipment supplied by us comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 2.5 Keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes) and keep in repair and proper working order the installations for the supply of any water, electricity, gas, sanitation and for space heating and water heating in accordance with Section 11 of the Landlord and Tenant Act 1985 (as amended).
- 2.6 Keep in repair all mechanical and electrical appliances which form part of the Contents (unless specifically excluded), unless the fault and or failure is due to your act or failure to act.
- 2.7 Pay the charges for Utilities and other relevant suppliers that we are responsible for as specified in this Agreement and or ground rent, if applicable.
- 2.8 Arrange for payment of premiums for any insurance of the Property and Contents belonging to us, such as those items included in the inventory. We have no liability to insure any Items belonging to you.

- 2.9 Arrange for the Property and Contents (but not your possessions) to be insured and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is reasonably practicable, and to refund to you any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the Policy monies because of anything you have done or failed to do in breach of this Agreement.

### 3 Rent Increases

- 3.1 We shall have the option on the anniversary of this agreement to increase the Rent by a reasonable percentage provided we have given you at least one month's notice of our intention to exercise this option.

### 4 Interest on Rent Arrears and Other Monies

- 4.1 You agree to pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.
- 4.2 21 days after the rent due date a County Court Judgment (CCJ) for the debt may be applied for (whether part of possession proceedings or not) and any associated costs incurred shall be debited to the Tenant(s) account.

### 5 Break Clause

- 5.1 In the event the term granted by this tenancy is for a fixed period of 12 months or more, either party may bring the tenancy to an end at any time after 6 months from the start of the tenancy by giving not less than two months written notice.

### 6 Termination

- 6.1 If we allow you to remain in the Property after the fixed term has expired then the Tenancy will continue as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended). To end the periodic tenancy you shall give us at least one month's notice in writing.
- 6.2 We have the right to recover possession of the Property by lawful means if:
- 6.2.1 the fixed term has come to an end;
  - 6.2.2 we have given you at least two months' notice of our intention to recover possession of the Property; and
  - 6.2.3 at least six months have passed since the commencement of the Term of the original agreement.
- 6.3 We reserve the right to re-enter the Property (subject always to any statutory restrictions on our power to do so) and immediately thereon the tenancy shall terminate without prejudice to our other rights and remedies if:
- 6.3.1 the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
  - 6.3.2 you have breached this Agreement;
  - 6.3.3 you become bankrupt;
  - 6.3.4 an Interim Receiver of the Property is appointed;
  - 6.3.5 you (without making prior arrangements in writing with us) leave the Property vacant or unoccupied for more than 28 days; or
  - 6.3.6 any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.
- This clause does not affect your rights under the Protection from Eviction Act 1977.
- 6.4 We reserve the right to re-enter the Property by lawful means if you do not have the Right to Rent in the United Kingdom as determined by Section 22 of the Immigration Act 2014.

### 7 Effect of Termination

- 7.1 Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations.
- 7.2 At the end of the Tenancy you shall return the Property together with the Contents to us in the condition required by this Agreement.

### 8 Inventory

- 8.1 Upon taking the Tenancy you will be invited to attend a check-in process where you will be given access to the Property and an opportunity to take meter readings. You will be provided with the Inventory and Schedule of Condition relating to the Property on or shortly after the commencement of the Tenancy. The Inventory is an agreed record of the Contents and condition of the Property and Contents at commencement of the Tenancy and shall be used to assess any loss, damage or dilapidation as recorded at the end of the Tenancy.
- 8.2 You have a period of 7 days from the start of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), to ensure that the Inventory and Schedule of Condition is correct and to tell us or our Agent of any discrepancies in writing, after which the inventory and Schedule of Condition will be amended as appropriate. If you take no action and after the 7 day period has expired, you shall be deemed to be fully satisfied with the terms.
- 8.3 At the end of the Tenancy you will be invited to attend a check-out process which will be arranged by us. The check-out process will comprise a full inspection of the Property and its Contents and an opportunity to take

meter readings. Any items missing, damaged or otherwise in a different state to their condition at the check-in will be recorded. You are strongly encouraged to be present at this process as best practice. This will give you the opportunity to dispute or explain any deficiencies or defects discovered at the check-out or to take any immediate remedial action by negotiation with us or our Agent.

## 9 Deposit

9.1 You must pay a Deposit of (repeat as per page 3) £2,750.00 to (write 'us' or 'our Agent' as required)

Us to be protected as security towards the discharge or part discharge of any liability referred to in Clause 8.4 of this Agreement and subject to this on trust for you absolutely. The Deposit is held by (write 'us' or 'our Agent as Stakeholder' as required) Us who is a member of the government approved tenancy deposit scheme (insert scheme name):

Mydeposits.co.uk

9.2 If the Deposit is held in a custodial-based government approved tenancy deposit scheme, any interest on the Deposit will be paid to you subject to the terms and conditions of the scheme. If the Deposit is held by us or our Agent you will not receive interest on the Deposit.

9.3 The Deposit shall be returned to you (less any deductions properly made) within 10 working days of the end of the Tenancy upon vacant possession of the Property and return of the keys if you have kept to all the obligations within this Agreement.

9.4 Monies shall be deducted from the Deposit in respect of all reasonable costs and expenses incurred by us (including but not limited to the costs and fees of our solicitors and other professional advisors) in respect of:

9.4.1 the recovery from you of any Rent or any other money which is in arrears;

9.4.2 the enforcement of any of the provisions of this Agreement;

9.4.3 compensation in respect of your use and occupation in the event that you fail to vacate the Property on the due date;

9.4.4 the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;

9.4.5 the cost of any bank or other charges incurred by us if any cheque written by you is dishonoured or if any standing order payment is withdrawn by your bankers;

9.4.6 the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);

9.4.7 the cost of replacing any items listed in the Inventory which are missing from the Property at the end of the Tenancy;

9.4.8 the cost of removal, storage and disposal by us of any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy in accordance with Clause 1.53 of this Agreement;

9.4.9 any other monies owed by you to us;

9.4.10 our reasonable costs in reinstating the Property owing to your breach of any conditions of this Agreement; and

9.4.11 the Policy excess of (repeat as per page 5) £ 500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.

9.5 If the Deposit shall be insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.

## 10 Notices

10.1 We agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on the Landlord either by being left at the address in Clause 9.2 of this Agreement or by being sent to that address by first class post. Notices left at the address are deemed received the next working day. Notices sent by first class post are deemed received on the second working day after posting.

10.2 The Landlord's address for service is (insert Landlord address as per page 2): Full address:

Postcode: [REDACTED]

- 10.3 You agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on you either by being left at the Property or by being sent to the Property by first class post. Notices left at the Property are deemed received the next working day. Notices sent by first class post are deemed received two working days after posting.
- 10.4 You agree that the service of notices, Rent Increase Notices, the How to Rent Guide, Gas Safety Record, Energy Performance Certificate and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you by email. Your email address for these purposes is *(insert name and email as per page 2)*:

Tenant 1: [REDACTED]

Email: [REDACTED]

Tenant 2: [REDACTED]

Email: [REDACTED]

Tenant 3: [REDACTED]

Email: [REDACTED]

Tenant 4: \_\_\_\_\_

Email: \_\_\_\_\_

Notices sent by email are deemed to be served the next working day after being sent.

**11 Consents**

11.1 We confirm that all necessary consents have been obtained to enable us to enter into this Agreement (whether from superior landlord, lenders, mortgagees, insurers, or others).

**12 Data Protection**

12.1 We require to process and retain certain personal information that you have provided to us. From time to time we may pass any or all of that personal information on to third parties who may carry out specific work on our behalf for processing. Full details of the personal information we hold, why we hold that information, how long it is held for and with whom that information is shared are set out in the Fair Processing Notice provided to you.

12.2 In the event that we require your consent to process and retain any of your personal information we shall seek your written permission to do so separately.

12.3 In terms of the EU General Data Protection Regulation 2016/6769 (hereinafter "GDPR") you are entitled to request and inspect personal information of yours that we hold. Should you wish to inspect any of your personal information that we hold, you have the right to request sight of this data, provided it is done in writing and detail the specific information that you are seeking. We will provide you with a copy of any personal information held (which constitutes "Personal Data" in terms of GDPR) within one month of receipt of your written request.

**13 Special Letting Terms**

13.1 Attached to and forming part of this Agreement are *(please state)*:

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05.08.2022 | 9:01 PM BST

Signed as an Agreement dated: \_\_\_\_\_

**Between us, the Landlord:**


*(Repeat Landlord name as on the front page)*


Space Investments Limited


Signature: [REDACTED] \_\_\_\_\_ 


**And you, the Tenant:**

*(Repeat Tenant name as on the front page)*

Tenant 1: [REDACTED]  
Signature: [REDACTED] \_\_\_\_\_ 

Tenant 2: [REDACTED]  
Signature: [REDACTED] \_\_\_\_\_ 

Tenant 3: [REDACTED]  
Signature: [REDACTED] \_\_\_\_\_ 

Tenant 4: \_\_\_\_\_  
Signature: \_\_\_\_\_ 

This document is prepared in good faith by the National Landlords Association. No responsibility whatsoever is accepted by the National Landlords Association or the officers of said organisation for the accuracy or the legal effect of the document(s) nor shall the National Landlords Association or their officers be held responsible for the consequences of its use by a member of the National Landlords Association or by the general public.

**Information for tenants**

The National Landlords Association is the UK's leading association for private-residential landlords. We work with landlords with large property portfolios to those with just a single letting.

Tenants should contact their landlord or agent directly for any queries relating to this agreement.

The NLA online register of members will allow you to verify whether your landlord is a member of the National Landlords Association.

The online UKALA Agent Directory will allow you to verify whether your agent is a member of the UK Association of Letting Agents.

For more information please visit the National Landlords Association [www.landlords.org.uk](http://www.landlords.org.uk) or the UK Association of Letting Agents [www.ukala.org.uk](http://www.ukala.org.uk)



[REDACTED]

[REDACTED]

## APPENDIX 3

[REDACTED]

[REDACTED]

Tenancy: 1 Dec 2021 - 31 Jul 2022

### Summary of Events

Space Investments Ltd have signed Assured Shorthold Tenancy Agreement with [REDACTED] [REDACTED] for the term of 12 months. Please see copy of the lease enclosed for your review.

First report of noise nuisance received on 4<sup>th</sup> January 2022, describing the extent of noise experienced and effect to their wellbeing. Tenant [REDACTED] describe the property as uninhabitable.

Further reports and updates received:

15<sup>th</sup> February 2022 – continuous noise nuisance from Wazobia Restaurant, even past their licensed operating hours. Tenants keep records of noise nuisance but are not ready to make official complain.

28<sup>th</sup> April 2022 – tenants giving notice to vacate due to persisting noise issue from Wazobia Restaurant.

14<sup>th</sup> May 2022 – tenant [REDACTED] updates they filed a complaint with Southwark Council Noise Nuisance department. Inspector visited the premises and issued noise abatement notice to Restaurant Wazobia. Regretfully this had no effect to noise levels. Tenants advise of their neighbours trying to engage with council with no avail.

24<sup>th</sup> May 2022 - tenant [REDACTED] shares evidence which includes video recordings, copied to USB and enclosed for your review.

Email correspondence enclosed for your records.

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 04 January 2022 09:16  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** !Noise issues at 670 Old Kent Road

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi [REDACTED]

Hope you are well. Just emailing to discuss an issue we're having with our current flat at 670 Old Kent Road.

Since moving in last month, there have been major problems concerning noise from the occupants below the flat. On a frequent basis, the business plays music well beyond their licensed hours, at an inappropriate volume for a residential area. As a result, the flat is essentially uninhabitable during these hours, as all three of us cannot sleep due to the incredibly loud noise and vibrations.

We're confused as the business below clearly operates as a nightclub rather than only as a restaurant. This is contrary to what we were told before signing our tenancy agreement. As such, we're emailing as we would appreciate your assistance in resolving this matter.

I'm flagging this as of high priority, as we'd like to hear some advice on next steps from you before this coming weekend. Alternatively, if it is more appropriate, I'm also available to speak over the phone. Thank you in advance, and I await your immediate response.

Kind regards,  
[REDACTED]

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 15 February 2022 16:15  
**To:** [REDACTED]  
**Cc:** [REDACTED] Luke Adams  
**Subject:** Re: Noise issues at 670 Old Kent Road

Hi [REDACTED]

Hope you are well and thank you for your initial guidance on this matter. We were wondering if there was an update from the freeholder of the block?

Unfortunately the noise issues have continued since our last email. We have kept recordings of the noise going past operating hours (which is still a regular occurrence), however haven't made an official complaint to the council, as we would prefer to reserve this as a last resort if possible.

Do let us know if you have heard back from the freeholder of the block.

Thanks,  
[REDACTED]

On Tue, 4 Jan 2022 at 15:49, [REDACTED] wrote:

Hi [REDACTED]

Hope you are well, happy New Year.

Thank you for the below and we are sorry to learn of your recent experiences. We are shocked to hear the restaurant operates beyond their licensed hours.

In the first instance I would suggest notifying both the police and Southwark environmental control (<https://www.southwark.gov.uk/noise-and-antisocial-behaviour/how-to-report-a-noise-problem>) over the issue as they will have the rights to issue any sanctions on the owners below. I would also suggest to try and record the noise when it occurs, keep a diary of events to support your complaint. We will happily support any claim you make, please do keep us informed.

We have also written to the Freeholder of the block, seeking their immediate redress of the matter.

We will keep you posted.

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 28 April 2022, 09:55  
**To:** [REDACTED]  
**Subject:** Re: Two month tenancy notice [REDACTED]  
**Attachments:** image001.jpg; image002.jpg; image003.jpg; image004.jpg

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

H [REDACTED]  
Sorry for the late reply,

Because of the persisting noise issues, we are really keen to move out as soon as possible. As such we've taken advice from a solicitor on the wording of the break clause. Through this we've confirmed the wording to allow for us to activate the break clause at 4 months to end the tenancy at 6 months.

Please can you confirm our previous move out date of the 19th of June.

Looking forward to hearing from you

All the best,  
[REDACTED]

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 14 May 2022 15:01  
**To:** [REDACTED]  
**Subject:** Re: Two month tenancy notice [REDACTED]

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi [REDACTED]

Just to confirm we'd like to use the 31st July move out date. Do let us know on any next steps for this.

In terms of the videos, we're just collating these to share early this week as there will be a fair few from over the past months. Is there a preferred way to share these, i.e a Google docs link?

To keep you updated on the ongoing noise issues: we recently filed a complaint with the council, and received an inspection from noise nuisance team. The officers they sent over agreed that the noise was a statutory nuisance and issued a noise abatement notice for the below neighbours.

Sadly this doesn't seem to have affected anything, and the noise remains at the same level, and to the same late hours. We're aware that other tenants in the building have done the same thing, to the same effect.

Just wanted to keep you in the loop on this.

Best,  
[REDACTED]

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 24 May 2022 23:16  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Videos of noise in the flat

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi [REDACTED]

Hope you are well. Sorry for the delay in getting these over, but please see the link below for the google drive folder containing videos documenting the noise issues in the flat.

[REDACTED]

I've attached each video with the date and time in the title - the bedroom clock in some of the videos is an hour forward, but the time in the video title will be correct.

This should give a pretty good overview of the problems. To make it clear, these aren't recorded on one offs, but this noise is the same level every Friday, Saturday and often Sundays/holidays/ since we've moved in.

Kind regards,  
[REDACTED]

# Assured Shorthold Tenancy Agreement

within the meaning of the Housing Act 1988  
as amended by the Housing Act 1996



This Agreement contains the terms and obligations of the Tenancy. It sets out the promises made between you (the Tenant) and us (the Landlord). These promises will be legally binding once this Agreement has been both signed and dated and initial funds as detailed within the body of this Agreement have been paid. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this Agreement using plain language, it inevitably contains some legal terms and references.

**You understand that we will be entitled to recover possession when the Tenancy ends.**

The Inventory and Schedule of Condition should be checked carefully and agreed with us or our Agent.

**Please note that if the Inventory and Schedule of Condition is not agreed or challenged by you in writing within seven days of commencement of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), we shall deem that you have accepted the Inventory and Schedule of Condition as fair and accurate and that we or our Agent may rely on them at the end of the Tenancy as being correct and accurate.**

If you do not understand this Agreement, or anything in it, it is strongly suggested that you ask for an explanation before signing it. You might consider consulting a solicitor, Citizen's Advice Bureau or Housing Advice Centre.

**This Agreement is between us, the Landlord:**

*(Full name including title and middle names or business name)*

Space Investments Limited, 5th Floor, 1 Valentine Place, London, SE1 8QH

**And you, the Tenant (individually and together):**

*(Full name including title and middle names)*

Tenant 1: [REDACTED]

Tenant 2: [REDACTED]

Tenant 3: [REDACTED]

Tenant 4:

**And is made in relation to the Property at:**

Full address: [REDACTED]

Postcode: SE15 1JF





**Our contact details**

In accordance with Sections 47 and 48 of the Landlord and Tenant Act 1987 the Landlord's name and address in England and Wales at which notices (including Notices of Proceedings) may be served on the Landlord by you are (repeat Landlord name as on the front page):

Full address: 5th Floor, 1 Valentine Place, London

Postcode: SE1 8QH

**Our property manager**

Contact name (if different to that above):

Daytime telephone number:

Evening telephone number:

Email:

Address (if different to that above):

Postcode:

**Your contact details**

(Repeat Tenant name as on the front page)

Tenant 1:

Email:

Mobile:

Tenant 2:

Email:

Mobile:

Tenant 3:

Email:

Mobile:

Tenant 4:

Email:

Mobile:

**Number of Permitted Occupiers**

The maximum number of people permitted to occupy the Property within the terms of the Agreement is:

n/a

**Children**

The maximum number of children (under 18 at the start of the Tenancy) permitted to occupy the Property is:

n/a



**Term**

A fixed term of 12 months and 0 days commencing on and including (start date) 1 Dec 2021

**Rent**

You agree to pay the total Rent of £ 2166.67 per (week/month) month in advance in the following

instalments: The first payment of £ 2166.67 is to be paid in cleared funds on or before (date) 1 Dec 2021

Subsequent payments of £ 2166.67 are to be paid in cleared funds by the (day/number) 1st

of each (week/month) month by (payment method and bank details if applicable)

standing order

**Deposit**

You agree (tick one box only as appropriate):

A Deposit of £ \_\_\_\_\_ was paid on (date) \_\_\_\_\_

by (payment method) bank transfer

A Deposit of £ 2500 is to be paid in cleared funds on or before (date) 1 Dec 2021

No Deposit has been paid

**Utilities and other relevant suppliers**

You and we agree (tick all the boxes that apply and write in 'You' or 'We' as appropriate):

Water charges: You are responsible for paying

Council Tax (or similar charge which replaces it): You are responsible for paying

Gas: n/a are responsible for paying

Electricity: You are responsible for paying

Television licence: You are responsible for paying

Telephone: You are responsible for paying

Broadband: You are responsible for paying

Other: \_\_\_\_\_ You are responsible for paying

**The Property is let together with use of the:**

Contents as specified in the Inventory and Schedule of Condition to be provided before (date): 1 Dec 2021

Shared Facilities: \_\_\_\_\_

Garden: n/a

Parking: n/a

**The Property is let excluding use of the:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Definitions

**"Agent"** means the company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.

**"Contents"** means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

**"Emergency"** means where there is a risk to life or damage to the fabric of the Property or the Contents.

**"Fixtures and Fittings"** includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

**"Head Lease"** sets out the promises we have made to our superior landlord, if the Property is leasehold. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property giving them the right to possession of the Property at the end of our lease.

**"Inventory"** is the document drawn up by us, our Agent, or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.

**"Joint and Severally Liable"** means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages against any one or more of you. For example, if three Tenants are named on this Agreement and one Tenant does not pay their proportion of the Rent, we can recover the amount owed from any one of you or any group. If the Tenancy is periodic and one Tenant gives notice to quit, the notice will end the Tenancy for all of you.

**"Landlord"** includes anyone entitled to possession of the Property under this Agreement.

**"Policy"** means any insurance policy held by us for the Property or Contents.

**"Property"** includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from the Tenancy. Where the Property is part of a larger building, Property includes the common access ways and shared facilities.

**"Rental Period"** means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

**"Schedule of Condition"** is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.

**"Tenancy"** means the time between the commencement and the termination of this Agreement including any extensions that may have been granted to you by us.

**"Us" "our" "we"** means the Landlord.

**"Utilities and other relevant suppliers"** includes but is not limited to; water charges, Council Tax (or similar charge which replaces it), gas, electricity, television licence, telephone, broadband, cable television and satellite television.

**"Working Day"** does not include Saturdays, Sundays and Bank Holidays.

**"You" "your"** means the Tenant.

References to the singular include the plural and references to the plural include the singular.

## Terms and Conditions

We let the Property together with the Contents to you for the Tenancy on the letting terms set out in this Agreement as supplemented by any special letting terms.

### 1 Tenant's Obligations

You hereby agree with us as follows:

- 1.1 Any obligation upon you under this Agreement to do or not to do anything shall also require you not to permit or allow your household or any visitor to do or not to do the same thing.
- 1.2 Where there is more than one Tenant you will all be Joint and Severally Liable for the obligations contained within this Agreement. In the event of non-payment of Rent and or other breaches of this Agreement any individual Tenant or group of Tenants may be held liable. This means that legal action may be brought against any one or any group of Tenants. If this Agreement has become periodic notice to leave by any individual Tenant will also end the Tenancy for all Tenants.

### Rent and Charges

- 1.3 To pay the Rent to us at the times and in the manner specified in this Agreement whether or not it has been formally demanded.
- 1.4 Any payment for less than the Rental Period is to be apportioned on a daily basis and will include the last day of the Tenancy.
- 1.5 To pay the charges for Council Tax (or similar charge which replaces it) and Utilities and other relevant suppliers that you are responsible for as specified in this Agreement.
- 1.6 To pay all reasonable costs and expenses incurred by us
  - 1.6.1 in the recovery from you of any Rent and any other money which is in arrears;
  - 1.6.2 in the enforcement of any of the provisions of this Agreement;
  - 1.6.3 in the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
  - 1.6.4 the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;
  - 1.6.5 the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
  - 1.6.6 any other monies owed by you to us; and
  - 1.6.7 the Policy excess of (insert figure from insurance policy) £ 500.00, incurred as a result of a claim on our insurance, attributable to your act or failure to act.
- 1.7 You must not exercise any right or claim to withhold Rent in respect of legal or equitable set-off.

### Use of the Property

- 1.8 Occupy the Property as your only or principal home and behave in a tenant like manner.
- 1.9 Take reasonable care of the Property and common parts (if any).
- 1.10 Not assign, take a lodger, sublet or part with or give up to another person possession of the Property or any part of it without our written permission (which will not be unreasonably withheld).
- 1.11 Not carry on in the Property any trade, profession, business or receive paying guests or register any business at the Property or use the Property for any purpose other than your private residence without our written permission (which will not be unreasonably withheld).
- 1.12 Not use the Parking (if Parking is specified in this Agreement) for any purpose other than for the storage of a private motor car or motor bike without our written permission (which will not be unreasonably withheld).
- 1.13 Not exhibit any poster or notice board or notice so as to be visible from the exterior of the Property without our written permission (which will not be unreasonably withheld).
- 1.14 You, those living with you, and your visitors must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, us, our Agents and contractors.

"Antisocial" means behaving in a way which causes or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property; or which amount to harassment of any person. Harassment of a person includes causing the person alarm or distress. Antisocial behaviour includes speech. In particular, you, those living with you, and your visitors must not:

- 1.14.1 make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments, DIY and power tools;
- 1.14.2 fail to control pets properly or allow them to foul or cause damage to other people's property;
- 1.14.3 allow visitors to the Property to be noisy or disruptive;

- 1.14.4 use the Property or allow it to be used, for illegal or immoral purposes;
- 1.14.5 vandalise or damage the Property or any part of the common parts (if any) or neighbourhood;
- 1.14.6 leave rubbish and recycling either in unauthorised places or at inappropriate times;
- 1.14.7 allow any other person (including children) to cause nuisance or annoyance to other people by failing to exercise reasonable control over them and take steps to prevent this;
- 1.14.8 harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, our family members or our employees or our Agent, or any other person or persons in the Property, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- 1.14.9 use or carry offensive weapons;
- 1.14.10 use, sell, cultivate or supply unlawful drugs or sell alcohol; and
- 1.14.11 store or bring onto the Property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

The particular prohibitions on behaviour listed above do not in any way restrict your general responsibilities.

- 1.15 Not change the supplier of the Utilities and other relevant suppliers or install or cause or authorise installations relating to the supply of water, electricity, gas or other services to the Property without our written permission (which will not be unreasonably withheld).
- 1.16 Not bring into the Property any furniture or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.
- 1.17 Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use. Not to store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission (which will not be unreasonably withheld).
- 1.18 Not smoke or to permit a visitor to smoke tobacco or any other substance in the Property without our written permission (which will not be unreasonably withheld). If permission is given you may be asked to pay an additional amount towards the Deposit. For the avoidance of doubt nicotine staining is not considered to be fair wear and tear.
- 1.19 Not keep any animals, reptiles, insects, rodents or birds at the Property without our written permission (which will not be unreasonably withheld). For the avoidance of doubt, this clause does not apply in connection with registered guide and assistance dogs. This rule will be rigidly enforced and all costs associated with communicating with you, serving notice, seeking possession, cleaning the Property and any other action required will be charged to you. This could amount to several thousands of pounds. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the Property, deterioration in the condition of common areas or nuisance either to neighbours or persons in the locality of the Property. If you fail to exert reasonable supervision and control, we shall be entitled to withdraw our consent and require immediate removal of the pet. You will be liable for reasonable costs and expenses incurred by us in replacing and or reinstating the Property and its Contents owing to any damage or soiling to the Property and Contents caused by the pet including but not limited to de-infestation where required.
- 1.20 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.
- 1.21 Take all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated.
- 1.22 Take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 1.23 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.
- 1.24 To arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you.
- 1.25 Not park in any space not designated to you.
- 1.26 Not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system except as provided in the Tenant's obligations in Clause 1.38.
- 1.27 In the case of a flat property, or any other property having common parts, you agree, in conjunction with the other proprietors/occupiers, to sweep and clean the common stairway and to co-operate with the other proprietors/occupiers in keeping the garden, back green or other communal areas clean and tidy.
- 1.28 Not obstruct the fire escape or common parts (if any). Any obstructions may be removed by us or our Agent.
- 1.29 Not allow children to play in the fire escapes or common parts (if any).
- 1.30 Replace or repair or pay our reasonable costs of repairing or replacing or reinstating the Property or its Contents which are destroyed, damaged, soiled, removed, or lost during the Tenancy (fair wear and tear excepted).

**Leaving the Property Empty**

- 1.31 Advise us by giving reasonable written notice if you intend to be absent from the Property for more than 14 consecutive days and to provide the actual dates that the Property will be unoccupied.
- 1.32 Ensure at all times when the Property is unoccupied that all external doors/windows are properly locked or are otherwise properly secured and take appropriate action with regard to supplies of water, gas and electricity to prevent flooding, frost or fire.
- 1.33 Flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.

**Condition of the Property**

- 1.34 Keep the interior of the Property including the Fixtures and Fittings and the Contents in the same condition, cleanliness, repair and decoration as at the commencement of the Tenancy (fair wear and tear excepted) and to carry out those jobs that you would reasonably be expected to carry out including but not limited to the cleaning of any sanitary appliances, showerwastes and windows as often as necessary.
- 1.35 Not remove any of the Contents from the Property without our written permission (which will not be unreasonably withheld).
- 1.36 Not make any alteration or addition to the Property or the electric, gas or plumbing system or decorate or change the style or colour of the decoration whether it be internal or external, or to erect and or install any aerial, satellite dish or cable television without our written permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us. Consent to such alterations requested under this legislation will not be unreasonably withheld.
- 1.37 Not damage the Property or the electric, gas, or plumbing system.
- 1.38 Regularly test any smoke, carbon monoxide or other alarms at the Property and to replace batteries where necessary and to report any fault to us immediately.
- 1.39 Notify us as soon as reasonably possible having regard to the urgency of the matter of any defect in the Property which comes to your attention.
- 1.40 Replace any light bulbs, fluorescent tubes, or batteries, promptly and when necessary.
- 1.41 Keep the exterior free from rubbish and recycling and place all rubbish and recycling receptacles in the allocated space for collection on the day for collection. Rubbish and recycling receptacles should be returned to their normal storage places as soon as possible after rubbish and recycling has been collected.
- 1.42 Take proper care of the shared facilities (if any) and clean as appropriate after use.
- 1.43 Keep the gardens, driveways, pathways, lawns, hedges, flower beds, shrubs, rockeries and ponds (if any) in good and safe condition and as neat, tidy free from rubbish and properly tended as they were at the start of the Tenancy subject to seasonal requirements. Not to alter the general layout of the garden or cut down, lop, remove or otherwise damage any trees, shrubs or plants (with the exception of normal pruning). To cut the grass as necessary and properly tend the lawns and any borders in order to keep the same in a neat and tidy condition, subject to seasonal conditions.

**Letters and Notices**

- 1.44 Forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to us promptly upon receipt of any notice, order, proposal or legal proceedings.
- 1.45 Forward all correspondence addressed to the Landlord at the Property to us within a reasonable time.

**Access for Repairs, Inspections and Valuations**

- 1.46 Permit us (and our Agent or our contractors) reasonable access to the Property for any authorised purpose where you have been given 24 hours' notice, or access is required urgently for the purpose of carrying out work on the Property or inspecting the Property in order to determine what work we are entitled or have an obligation to carry out. The following are authorised purposes: carrying out any work on the Property which we have an entitlement or obligation to carry out; inspecting the Property (i) in order to determine what work type to carry out (ii) in pursuance of any entitlement or obligation which we have to carry out; valuing the let Property (or any part of it); and viewing the Property with prospective occupiers or purchasers during the last 2 months of the Tenancy. Reference to us having an entitlement or obligation to do something are to us having an entitlement or obligation to do something by virtue of an enactment or the terms of any agreement between us and you.
- 1.47 Allow reasonable use of the facilities within the Property in connection with anything done or to be done under Clause 1.46 of this Agreement.
- 1.48 Permit us and our Agent immediate access to the Property in the event of an Emergency, including but not limited to an imminent risk to your health and safety or members of your household or other persons in the vicinity.

**Notice to Repair**

- 1.49 If we give you written notice to remedy a defect for which you are responsible you agree to carry out the repair within one month of the date of the given notice.

**Key and Alarm Codes**

- 1.50 Permit us and our Agent to hold a set of keys to the Property for the purpose of entering the Property in an Emergency.
- 1.51 Not change the alarms codes, door locks and or have any duplicate keys cut without our written permission (which will not be unreasonably withheld). Should you lose your keys you will be liable to meet our reasonable costs for replacement and or having new locks fitted and new keys cut.

**At the End of the Tenancy**

- 1.52 At the termination of the Tenancy you agree to:
- 1.52.1 give up the Property with vacant possession;
  - 1.52.2 give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (fair wear and tear excepted) and pay for the reinstatement, repair or replacement of the Property and Contents damaged, soiled, stained, marked or lost during the Tenancy which were your responsibility in this Agreement;
  - 1.52.3 remove all rubbish and recycling from the Property and properly dispose of it in receptacles outside the Property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal;
  - 1.52.4 allow us or our Agent to enter the Property with a surveyor for the purposes of carrying out an inspection;
  - 1.52.5 leave the Contents in the respective positions that they occupied at the commencement of the Tenancy;
  - 1.52.6 return all sets of keys to us and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to us;
  - 1.52.7 remove all personal belongings including food stuff; and
  - 1.52.8 provide us or our Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.
- 1.53 Any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy shall be deemed to have been abandoned and will be removed or stored by us. We may dispose of such goods or personal effects as we think appropriate and you will be liable for the reasonable costs of removal, storage and disposal provided we or our Agent have given written notice to you, or where you cannot be found after reasonable steps have been taken to trace you, and at least 14 days have passed (except perishable or hazardous items which we may dispose of immediately). We may deduct the reasonable cost of removal, storage and disposal from your Deposit.
- 1.54 Allow us to erect a 'to let' or 'for sale' sign at the Property during the last two months of the Tenancy.

**Occupier's Liability**

- 1.55 You are responsible for verifying the suitability of the Property for you and members of your household including but not limited to any gardens, fences, ponds or outbuildings, especially in relation to the safety of pets and young children.
- 1.56 You are responsible (under the Occupier's Liability Act 1984) for the safety of all guests and other visitors who attend the Property and protect them (especially children) from any hazards at the Property, for example but not limited to ponds, swimming pools, fences and electric gates.

**2 Landlord's Obligations**

We hereby agree with you as follows:

- 2.1 Allow you to quietly possess and enjoy the Property during the Tenancy without interruption from us (not withstanding Clause 1.46, 1.47 and 1.48 of this Agreement).
- 2.2 Pay all assessments and outgoings in respect of the Property which are our responsibility.
- 2.3 Ensure that any gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).
- 2.4 Ensure that any furniture and equipment supplied by us comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 2.5 Keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes) and keep in repair and proper working order the installations for the supply of any water, electricity, gas, sanitation and for space heating and water heating in accordance with Section 11 of the Landlord and Tenant Act 1985 (as amended).
- 2.6 Keep in repair all mechanical and electrical appliances which form part of the Contents (unless specifically excluded), unless the fault and or failure is due to your act or failure to act.
- 2.7 Pay the charges for Utilities and other relevant suppliers that we are responsible for as specified in this Agreement and or ground rent, if applicable.
- 2.8 Arrange for payment of premiums for any insurance of the Property and Contents belonging to us, such as those items included in the Inventory. We have no liability to insure any items belonging to you.

2.9 Arrange for the Property and Contents (but not your possessions) to be insured and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is reasonably practicable, and to refund to you any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the Policy monies because of anything you have done or failed to do in breach of this Agreement.

### 3 Rent Increases

3.1 We shall have the option on the anniversary of this agreement to increase the Rent by a reasonable percentage provided we have given you at least one month's notice of our intention to exercise this option.

### 4 Interest on Rent Arrears and Other Monies

4.1 You agree to pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

4.2 21 days after the rent due date a County Court Judgment (CCJ) for the debt may be applied for (whether part of possession proceedings or not) and any associated costs incurred shall be debited to the Tenant(s) account.

### 5 Break Clause

5.1 In the event the term granted by this tenancy is for a fixed period of 12 months or more, either party may bring the tenancy to an end at any time after 6 months from the start of the tenancy by giving not less than two months written notice.

### 6 Termination

6.1 If we allow you to remain in the Property after the fixed term has expired then the Tenancy will continue as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended). To end the periodic tenancy you shall give us at least one month's notice in writing.

6.2 We have the right to recover possession of the Property by lawful means if:

6.2.1 the fixed term has come to an end;

6.2.2 we have given you at least two months' notice of our intention to recover possession of the Property; and

6.2.3 at least six months have passed since the commencement of the Term of the original agreement.

6.3 We reserve the right to re-enter the Property (subject always to any statutory restrictions on our power to do so) and immediately thereon the tenancy shall terminate without prejudice to our other rights and remedies if:

6.3.1 the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

6.3.2 you have breached this Agreement;

6.3.3 you become bankrupt;

6.3.4 an Interim Receiver of the Property is appointed;

6.3.5 you (without making prior arrangements in writing with us) leave the Property vacant or unoccupied for more than 28 days; or

6.3.6 any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.

This clause does not affect your rights under the Protection from Eviction Act 1977.

6.4 We reserve the right to re-enter the Property by lawful means if you do not have the Right to Rent in the United Kingdom as determined by Section 22 of the Immigration Act 2014.

### 7 Effect of Termination

7.1 Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations.

7.2 At the end of the Tenancy you shall return the Property together with the Contents to us in the condition required by this Agreement.

### 8 Inventory

8.1 Upon taking the Tenancy you will be invited to attend a check-in process where you will be given access to the Property and an opportunity to take meter readings. You will be provided with the Inventory and Schedule of Condition relating to the Property on or shortly after the commencement of the Tenancy. The Inventory is an agreed record of the Contents and condition of the Property and Contents at commencement of the Tenancy and shall be used to assess any loss, damage or dilapidation as recorded at the end of the Tenancy.

8.2 You have a period of 7 days from the start of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), to ensure that the Inventory and Schedule of Condition is correct and to tell us or our Agent of any discrepancies in writing, after which the Inventory and Schedule of Condition will be amended as appropriate. If you take no action and after the 7 day period has expired, you shall be deemed to be fully satisfied with the terms.

8.3 At the end of the Tenancy you will be invited to attend a check-out process which will be arranged by us. The check-out process will comprise a full inspection of the Property and its Contents and an opportunity to take



meter readings. Any items missing, damaged or otherwise in a different state to their condition at the check-in will be recorded. You are strongly encouraged to be present at this process as best practice. This will give you the opportunity to dispute or explain any deficiencies or defects discovered at the check-out or to take any immediate remedial action by negotiation with us or our Agent.

## 9 Deposit

9.1 You must pay a Deposit of (repeat as per page 3) £2500 to (write 'us' or 'our Agent' as required)

Us to be protected as security towards the discharge or part discharge of any liability referred to in Clause 8.4 of this Agreement and subject to this on trust for you absolutely. The Deposit is held by (write 'us' or 'our Agent as Stakeholder' as required) Us who is a member of the government approved tenancy deposit scheme (insert scheme name):

Mydeposits.co.uk

9.2 If the Deposit is held in a custodial-based government approved tenancy deposit scheme, any interest on the Deposit will be paid to you subject to the terms and conditions of the scheme. If the Deposit is held by us or our Agent you will not receive interest on the Deposit.

9.3 The Deposit shall be returned to you (less any deductions properly made) within 10 working days of the end of the Tenancy upon vacant possession of the Property and return of the keys if you have kept to all the obligations within this Agreement.

9.4 Monies shall be deducted from the Deposit in respect of all reasonable costs and expenses incurred by us (including but not limited to the costs and fees of our solicitors and other professional advisors) in respect of:

9.4.1 the recovery from you of any Rent or any other money which is in arrears;

9.4.2 the enforcement of any of the provisions of this Agreement;

9.4.3 compensation in respect of your use and occupation in the event that you fail to vacate the Property on the due date;

9.4.4 the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;

9.4.5 the cost of any bank or other charges incurred by us if any cheque written by you is dishonoured or if any standing order payment is withdrawn by your bankers;

9.4.6 the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);

9.4.7 the cost of replacing any items listed in the Inventory which are missing from the Property at the end of the Tenancy;

9.4.8 the cost of removal, storage and disposal by us of any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy in accordance with Clause 1.53 of this Agreement;

9.4.9 any other monies owed by you to us;

9.4.10 our reasonable costs in reinstating the Property owing to your breach of any conditions of this Agreement; and

9.4.11 the Policy excess of (repeat as per page 5) £ 500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.

9.5 If the Deposit shall be insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.

## 10 Notices

10.1 We agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on the Landlord either by being left at the address in Clause 9.2 of this Agreement or by being sent to that address by first class post. Notices left at the address are deemed received the next working day. Notices sent by first class post are deemed received on the second working day after posting.

10.2 The Landlord's address for service is (insert Landlord address as per page 2): Full address:

5th Floor, 1 Valentine Place, London

Postcode: SE1 8QH

- 10.3 You agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on you either by being left at the Property or by being sent to the Property by first class post. Notices left at the Property are deemed received the next working day. Notices sent by first class post are deemed received two working days after posting.
- 10.4 You agree that the service of notices, Rent Increase Notices, the How to Rent Guide, Gas Safety Record, Energy Performance Certificate and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you by email. Your email address for these purposes is *(insert name and email as per page 2)*:

Tenant 1: [REDACTED]

Email: [REDACTED]

Tenant 2: [REDACTED]

Email: [REDACTED]

Tenant 3: [REDACTED]

Email: [REDACTED]

Tenant 4: \_\_\_\_\_

Email: \_\_\_\_\_

Notices sent by email are deemed to be served the next working day after being sent.

**11 Consents**

- 11.1 We confirm that all necessary consents have been obtained to enable us to enter into this Agreement (whether from superior landlord, lenders, mortgagees, insurers, or others).

**12 Data Protection**

- 12.1 We require to process and retain certain personal information that you have provided to us. From time to time we may pass any or all of that personal information on to third parties who may carry out specific work on our behalf for processing. Full details of the personal information we hold, why we hold that information, how long it is held for and with whom that information is shared are set out in the Fair Processing Notice provided to you.
- 12.2 In the event that we require your consent to process and retain any of your personal information we shall seek your written permission to do so separately.
- 12.3 In terms of the EU General Data Protection Regulation 2016/6769 (hereinafter "GDPR") you are entitled to request and inspect personal information of yours that we hold. Should you wish to inspect any of your personal information that we hold, you have the right to request sight of this data, provided it is done in writing and detail the specific information that you are seeking. We will provide you with a copy of any personal information held (which constitutes "Personal Data" in terms of GDPR) within one month of receipt of your written request.

**13 Special Letting Terms**

- 13.1 Attached to and forming part of this Agreement are *(please state)*:

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Signed as an Agreement dated: 16.11.2021 | 9:41 AM GMT

**Between us, the Landlord:**

*(Repeat Landlord name as on the front page)*

Space Investments Limited

Signature: [Redacted]



**And you, the Tenant:**

*(Repeat Tenant name as on the front page)*

Tenant 1: [Redacted]

DocuSigned by:

Signature: [Redacted]



Tenant 2: [Redacted]

DocuSigned by:

Signature: [Redacted]



Tenant 3: [Redacted]

DocuSigned by:

Signature: [Redacted]



Tenant 4: [Redacted]

Signature: [Redacted]



This document is prepared in good faith by the National Landlords Association. No responsibility whatsoever is accepted by the National Landlords Association or the officers of said organisation for the accuracy or the legal effect of the document(s) nor shall the National Landlords Association or their officers be held responsible for the consequences of its use by a member of the National Landlords Association or by the general public.

**Information for tenants**

The National Landlords Association is the UK's leading association for private-residential landlords. We work with landlords with large property portfolios to those with just a single letting.

Tenants should contact their landlord or agent directly for any queries relating to this agreement.

The NLA online register of members will allow you to verify whether your landlord is a member of the National Landlords Association.

The online UKALA Agent Directory will allow you to verify whether your agent is a member of the UK Association of Letting Agents.

For more information please visit the National Landlords Association [www.landlords.org.uk](http://www.landlords.org.uk) or the UK Association of Letting Agents [www.ukala.org.uk](http://www.ukala.org.uk)



[Redacted]

[Redacted]

## APPENDIX 4

[REDACTED]

[REDACTED]

Tenancy: 27 Oct 2020 - 26 Oct 2022

### Summary of Events

Space Investments Ltd have signed Assured Shorthold Tenancy Agreement with [REDACTED] [REDACTED] for the term of 12 months. Please see copy of the lease enclosed for your review.

On 24<sup>th</sup> January 2022 and 26<sup>th</sup> January 2022 tenant [REDACTED] reported recently experienced threats from the manager of Wazobia Restaurant when they approached him on the noise levels. Restaurant Wazobia went as far as giving false information of the ownership to the flats and threatened to remove tenants from their flat. Aggressive behaviour of the manager at Restaurant Wazobia is described on tenant's email.

Tenants also express their concerns that the issue has been reported to council number of times but nothing has changed.

Further noise complains received on 17<sup>th</sup> August 2022, where tenants express their concerns that the issue has been reported to council number of times but nothing has changed. Tenants advise they are considering to move out as a result of ongoing noise nuisance.

Email correspondence enclosed for your records.

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 24 January 2022 14:43  
**To:** [REDACTED]  
**Subject:** Bullying

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear [REDACTED]

Following to our phone call this morning , am writing you to let you know that yesterday we had a discussion with the restaurant wazobia , it's only because he was playing music very loud on Friday night and this ended 3.45 in the morning , we only asked him politely to play the music not too loud so that others tenants won't be disturbed , he started shouting at [REDACTED] and saying that he has Renting contract with him and he won't let us live at the property anymore .we are thinking why he said that or probably he is the landlord . He also said he is fully license and he can make noise at anytime . I would be really appreciate if someone from the agency can get in touch with him and solve the matter .

Thank you [REDACTED]

Sent from my iPhone

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 26 January 2022 21:50  
**To:** [REDACTED]  
**Subject:** Re: Bullying 670 Old Kent Road

Dear [REDACTED],  
Good evening thank you very much for your email , yes please pass me over the comments once the managing agent get back to you . Let see how it will be this Friday as they have DJ every Friday till Sunday . Well in my point of view he got nothing to get hyper with us as it was a polite request but the way he jumped in saying he got our contract in his hand we was a bit stressed but after speaking with you we are ease now. I will keep you update.  
Thanks & regards [REDACTED]  
Sent from my iPhone

On 25 Jan 2022, at 18:38, [REDACTED] wrote:

Sent from my iPhone

Begin forwarded message:

**From:** [REDACTED]  
**Date:** 25 January 2022 at 14:35:36 GMT  
**To:** [REDACTED]  
**Subject:** RE: Bullying 670 Old Kent Road

Hi [REDACTED]

Thank you for the below and sorry to hear of your experience. I have forwarded comments to building managing agents and will let you know what they comment.

Please rest assured the restaurant owner downstairs has absolutely no power to remove any of the residents above. I am shocked to hear he made such claims.

Should you experience further disturbance, I would suggest notifying both the police and Southwark environmental control (<https://www.southwark.gov.uk/noise-and-antisocial-behaviour/how-to-report-a-noise-problem>) over the issue as they will have the rights to issue any sanctions on the owners below. I would also suggest to try and record the noise when in occurs, keep a diary of events to support your complain. We will happily support any claim you make, please do keep us informed.

The restaurant is not licensed for operation in such late hours and I am sure Council will support you as all tenants above and around it are entitled to quiet enjoyment of the premises, especially at night time.

Kind regards,

[REDACTED]  
Passion Property Group

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 17 August 2022 13:17  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: [REDACTED]

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear [REDACTED]

Following to our phone conversation , am requesting if the final date to provide the reply could be extended as my husband is away and we need to Decide if we stay or move out , as for that price I don't think it's correct and with the noise from the restaurant we can't sleep I wonder if another tenant will pay for that money with the disturbance and bad behavior of the restaurant owner .on top of the council bills etc . Like I explained to you every time we need to report to the council and still no changes had been done . Well we will need more time to think and ofcourse to start checking for property if we are moving out , a quite location for that amount that we would be paying for . Please let me know the final date to give you an answer . Hope to hear from you soon

Thanks you [REDACTED]

[REDACTED]

# Assured Shorthold Tenancy Agreement

within the meaning of the Housing Act 1988  
as amended by the Housing Act 1996



This Agreement contains the terms and obligations of the Tenancy. It sets out the promises made between you (the Tenant) and us (the Landlord). These promises will be legally binding once this Agreement has been both signed and dated and initial funds as detailed within the body of this Agreement have been paid. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this Agreement using plain language, it inevitably contains some legal terms and references.

**You understand that we will be entitled to recover possession when the Tenancy ends.**

The Inventory and Schedule of Condition should be checked carefully and agreed with us or our Agent.

**Please note that if the Inventory and Schedule of Condition is not agreed or challenged by you in writing within seven days of commencement of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), we shall deem that you have accepted the Inventory and Schedule of Condition as fair and accurate and that we or our Agent may rely on them at the end of the Tenancy as being correct and accurate.**

If you do not understand this Agreement, or anything in it, it is strongly suggested that you ask for an explanation before signing it. You might consider consulting a solicitor, Citizen's Advice Bureau or Housing Advice Centre.

**This Agreement is between us, the Landlord:**

*(Full name including title and middle names or business name)*

Space Investments Limited, 5th Floor, 1 Valentine Place, London, SE1 8QH

**And you, the Tenant (individually and together):**

*(Full name including title and middle names)*

Tenant 1: [REDACTED]

Tenant 2: [REDACTED]

Tenant 3: \_\_\_\_\_

Tenant 4: \_\_\_\_\_

**And is made in relation to the Property at:**

Full address: [REDACTED]

Postcode: [REDACTED]





**Our contact details**

In accordance with Sections 47 and 48 of the Landlord and Tenant Act 1987 the Landlord's name and address in England and Wales at which notices (including Notices of Proceedings) may be served on the Landlord by you are (repeat Landlord name as on the front page):

Full address: 5th Floor, 1 Valentine Place, London

Postcode: SE1 8QH

**Our property manager**

Contact name (if different to that above): [REDACTED]

Daytime telephonenumber: [REDACTED]

Evening telephonenumber: [REDACTED]

Email: [REDACTED]

Address (if different to that above):

Postcode:

**Your contact details**

(Repeat Tenant name as on the front page)

Tenant 1: [REDACTED]

Email: [REDACTED]

Mobile [REDACTED]

Tenant 2: [REDACTED]

Email: [REDACTED]

Mobile [REDACTED]

Tenant 3:

Email:

Mobile

Tenant 4:

Email:

Mobile

**Number of Permitted Occupiers**

The maximum number of people permitted to occupy the Property within the terms of the Agreement is:

n/a

**Children**

The maximum number of children (under 18 at the start of the Tenancy) permitted to occupy the Property is:

n/a



**Term**

A fixed term of 12 months and 0 days commencing on and including (start date) 27 Oct 2021

**Rent**

You agree to pay the total Rent of £ 295 per (week/month) week in advance in the following

instalments: The first payment of £ 7670 is to be paid in cleared funds on or before (date) 27 Oct 2021

Subsequent payments of £ 7670 are to be paid in cleared funds by the (day/number) 27th

of each (week/month) half yearly by (payment method and bank details if applicable)

standing order

**Deposit**

You agree (tick one box only as appropriate):

A Deposit of £ 1475 was paid on (date) 27 Oct 2020

by (payment method) bank transfer

A Deposit of £ \_\_\_\_\_ is to be paid in cleared funds on or before (date) \_\_\_\_\_

No Deposit has been paid

**Utilities and other relevant suppliers**

You and we agree (tick all the boxes that apply and write in 'You' or 'We' as appropriate):

Water charges: You are responsible for paying

Council Tax (or similar charge which replaces it): You are responsible for paying

Gas: n/a are responsible for paying

Electricity: You are responsible for paying

Television licence: You are responsible for paying

Telephone: You are responsible for paying

Broadband: You are responsible for paying

Other: \_\_\_\_\_ You are responsible for paying

**The Property is let together with use of the:**

Contents as specified in the Inventory and Schedule of Condition to be provided before (date): 27 Oct 2020

Shared Facilities: \_\_\_\_\_

Garden: n/a

Parking: n/a

**The Property is let excluding use of the:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Definitions

**"Agent"** means the company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.

**"Contents"** means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

**"Emergency"** means where there is a risk to life or damage to the fabric of the Property or the Contents.

**"Fixtures and Fittings"** includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

**"Head Lease"** sets out the promises we have made to our superior landlord, if the Property is leasehold. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property giving them the right to possession of the Property at the end of our lease.

**"Inventory"** is the document drawn up by us, our Agent, or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.

**"Joint and Severally Liable"** means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages against any one or more of you. For example, if three Tenants are named on this Agreement and one Tenant does not pay their proportion of the Rent, we can recover the amount owed from any one of you or any group. If the Tenancy is periodic and one Tenant gives notice to quit, the notice will end the Tenancy for all of you.

**"Landlord"** includes anyone entitled to possession of the Property under this Agreement.

**"Policy"** means any insurance policy held by us for the Property or Contents.

**"Property"** includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from the Tenancy. Where the Property is part of a larger building, Property includes the common accessways and shared facilities.

**"Rental Period"** means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

**"Schedule of Condition"** is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.

**"Tenancy"** means the time between the commencement and the termination of this Agreement including any extensions that may have been granted to you by us.

**"Us" "our" "we"** means the Landlord.

**"Utilities and other relevant suppliers"** includes but is not limited to; water charges, Council Tax (or similar charge which replaces it), gas, electricity, television licence, telephone, broadband, cable television and satellite television.

**"Working Day"** does not include Saturdays, Sundays and Bank Holidays.

**"You" "your"** means the Tenant.

References to the singular include the plural and references to the plural include the singular.



## Terms and Conditions

We let the Property together with the Contents to you for the Tenancy on the letting terms set out in this Agreement as supplemented by any special letting terms.

### 1 Tenant's Obligations

You hereby agree with us as follows:

- 1.1 Any obligation upon you under this Agreement to do or not to do anything shall also require you not to permit or allow your household or any visitor to do or not to do the same thing.
- 1.2 Where there is more than one Tenant you will all be Joint and Severally Liable for the obligations contained within this Agreement. In the event of non-payment of Rent and or other breaches of this Agreement any individual Tenant or group of Tenants may be held liable. This means that legal action may be brought against any one or any group of Tenants. If this Agreement has become periodic notice to leave by any individual Tenant will also end the Tenancy for all Tenants.

### Rent and Charges

- 1.3 To pay the Rent to us at the times and in the manner specified in this Agreement whether or not it has been formally demanded.
- 1.4 Any payment for less than the Rental Period is to be apportioned on a daily basis and will include the last day of the Tenancy.
- 1.5 To pay the charges for Council Tax (or similar charge which replaces it) and Utilities and other relevant suppliers that you are responsible for as specified in this Agreement.
- 1.6 To pay all reasonable costs and expenses incurred by us:
  - 1.6.1 in the recovery from you of any Rent and any other money which is in arrears;
  - 1.6.2 in the enforcement of any of the provisions of this Agreement;
  - 1.6.3 in the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
  - 1.6.4 the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;
  - 1.6.5 the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
  - 1.6.6 any other monies owed by you to us; and
  - 1.6.7 the Policy excess of (*insert figure from insurance policy*) £ 500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.
- 1.7 You must not exercise any right or claim to withhold Rent in respect of legal or equitable set-off.

### Use of the Property

- 1.8 Occupy the Property as your only or principal home and behave in a tenant like manner.
- 1.9 Take reasonable care of the Property and common parts (if any).
- 1.10 Not assign, take a lodger, sublet or part with or give up to another person possession of the Property or any part of it without our written permission (which will not be unreasonably withheld).
- 1.11 Not carry on in the Property any trade, profession, business or receive paying guests or register any business at the Property or use the Property for any purpose other than your private residence without our written permission (which will not be unreasonably withheld).
- 1.12 Not use the Parking (if Parking is specified in this Agreement) for any purpose other than for the storage of a private motor car or motor bike without our written permission (which will not be unreasonably withheld).
- 1.13 Not exhibit any poster or notice board or notice so as to be visible from the exterior of the Property without our written permission (which will not be unreasonably withheld).
- 1.14 You, those living with you, and your visitors must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, us, our Agents and contractors.

"Antisocial" means behaving in a way which causes or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property; or which amount to harassment of any person. Harassment of a person includes causing the person alarm or distress. Antisocial behaviour includes speech. In particular, you, those living with you, and your visitors must not:

- 1.14.1 make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments, DIY and power tools;
- 1.14.2 fail to control pets properly or allow them to foul or cause damage to other people's property;
- 1.14.3 allow visitors to the Property to be noisy or disruptive;

- 1.14.4 use the Property or allow it to be used, for illegal or immoral purposes;
- 1.14.5 vandalise or damage the Property or any part of the common parts (if any) or neighbourhood;
- 1.14.6 leave rubbish and recycling either in unauthorised places or at inappropriate times;
- 1.14.7 allow any other person (including children) to cause nuisance or annoyance to other people by failing to exercise reasonable control over them and take steps to prevent this;
- 1.14.8 harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, our family members or our employees or our Agent, or any other person or persons in the Property, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- 1.14.9 use or carry offensive weapons;
- 1.14.10 use, sell, cultivate or supply unlawful drugs or sell alcohol; and
- 1.14.11 store or bring onto the Property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

The particular prohibitions on behaviour listed above do not in any way restrict your general responsibilities.

- 1.15 Not change the supplier of the Utilities and other relevant suppliers or install or cause or authorise installations relating to the supply of water, electricity, gas or other services to the Property without our written permission (which will not be unreasonably withheld).
- 1.16 Not bring into the Property any furniture or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.
- 1.17 Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use. Not to store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission (which will not be unreasonably withheld).
- 1.18 Not smoke or to permit a visitor to smoke tobacco or any other substance in the Property without our written permission (which will not be unreasonably withheld). If permission is given you may be asked to pay an additional amount towards the Deposit. For the avoidance of doubt nicotine staining is not considered to be fair wear and tear.
- 1.19 Not keep any animals, reptiles, insects, rodents or birds at the Property without our written permission (which will not be unreasonably withheld). For the avoidance of doubt, this clause does not apply in connection with registered guide and assistance dogs. This rule will be rigidly enforced and all costs associated with communicating with you, serving notice, seeking possession, cleaning the Property and any other action required will be charged to you. This could amount to several thousands of pounds. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the Property, deterioration in the condition of common areas or nuisance either to neighbours or persons in the locality of the Property. If you fail to exert reasonable supervision and control, we shall be entitled to withdraw our consent and require immediate removal of the pet. You will be liable for reasonable costs and expenses incurred by us in replacing and or reinstating the Property and its Contents owing to any damage or soiling to the Property and Contents caused by the pet including but not limited to de-infestation where required.
- 1.20 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.
- 1.21 Take all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated.
- 1.22 Take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 1.23 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.
- 1.24 To arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you.
- 1.25 Not park in any space not designated to you.
- 1.26 Not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system except as provided in the Tenant's obligations in Clause 1.38.
- 1.27 In the case of a flat property, or any other property having common parts, you agree, in conjunction with the other proprietors/occupiers, to sweep and clean the common stairway and to co-operate with the other proprietors/occupiers in keeping the garden, back green or other communal areas clean and tidy.
- 1.28 Not obstruct the fire escape or common parts (if any). Any obstructions may be removed by us or our Agent.
- 1.29 Not allow children to play in the fire escapes or common parts (if any).
- 1.30 Replace or repair or pay our reasonable costs of repairing or replacing or reinstating the Property or its Contents which are destroyed, damaged, soiled, removed, or lost during the Tenancy (fair wear and tear excepted).

**Leaving the Property Empty**

- 1.31 Advise us by giving reasonable written notice if you intend to be absent from the Property for more than 14 consecutive days and to provide the actual dates that the Property will be unoccupied.
- 1.32 Ensure at all times when the Property is unoccupied that all external doors/windows are properly locked or are otherwise properly secured and take appropriate action with regard to supplies of water, gas and electricity to prevent flooding, frost or fire.
- 1.33 Flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.

**Condition of the Property**

- 1.34 Keep the interior of the Property including the Fixtures and Fittings and the Contents in the same condition, cleanliness, repair and decoration as at the commencement of the Tenancy (fair wear and tear excepted) and to carry out those jobs that you would reasonably be expected to carry out including but not limited to the cleaning of any sanitary appliances, shower wastes and windows as often as necessary.
- 1.35 Not remove any of the Contents from the Property without our written permission (which will not be unreasonably withheld).
- 1.36 Not make any alteration or addition to the Property or the electric, gas or plumbing system or decorate or change the style or colour of the decoration whether it be internal or external, or to erect and or install any aerial, satellite dish or cable television without our written permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us. Consent to such alterations requested under this legislation will not be unreasonably withheld.
- 1.37 Not damage the Property or the electric, gas, or plumbing system.
- 1.38 Regularly test any smoke, carbon monoxide or other alarms at the Property and to replace batteries where necessary and to report any fault to us immediately.
- 1.39 Notify us as soon as reasonably possible having regard to the urgency of the matter of any defect in the Property which comes to your attention.
- 1.40 Replace any light bulbs, fluorescent tubes, or batteries, promptly and when necessary.
- 1.41 Keep the exterior free from rubbish and recycling and place all rubbish and recycling receptacles in the allocated space for collection on the day for collection. Rubbish and recycling receptacles should be returned to their normal storage places as soon as possible after rubbish and recycling has been collected.
- 1.42 Take proper care of the shared facilities (if any) and clean as appropriate after use.
- 1.43 Keep the gardens, driveways, pathways, lawns, hedges, flower beds, shrubs, rockeries and ponds (if any) in good and safe condition and as neat, tidy free from rubbish and properly tended as they were at the start of the Tenancy subject to seasonal requirements. Not to alter the general layout of the garden or cut down, lop, remove or otherwise damage any trees, shrubs or plants (with the exception of normal pruning). To cut the grass as necessary and properly tend the lawns and any borders in order to keep the same in a neat and tidy condition, subject to seasonal conditions.

**Letters and Notices**

- 1.44 Forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to us promptly upon receipt of any notice, order, proposal or legal proceedings.
- 1.45 Forward all correspondence addressed to the Landlord at the Property to us within a reasonable time.

**Access for Repairs, Inspections and Valuations**

- 1.46 Permit us (and our Agent or our contractors) reasonable access to the Property for any authorised purpose where you have been given 24 hours' notice, or access is required urgently for the purpose of carrying out work on the Property or inspecting the Property in order to determine what work we are entitled or have an obligation to carry out. The following are authorised purposes: carrying out any work on the Property which we have an entitlement or obligation to carry out; inspecting the Property (i) in order to determine what work type to carry out (ii) in pursuance of any entitlement or obligation which we have to carry out; valuing the let Property (or any part of it); and viewing the Property with prospective occupiers or purchasers during the last 2 months of the Tenancy. Reference to us having an entitlement or obligation to do something are to us having an entitlement or obligation to do something by virtue of an enactment or the terms of any agreement between us and you.
- 1.47 Allow reasonable use of the facilities within the Property in connection with anything done or to be done under Clause 1.46 of this Agreement.
- 1.48 Permit us and our Agent immediate access to the Property in the event of an Emergency, including but not limited to an imminent risk to your health and safety or members of your household or other persons in the vicinity.

**Notice to Repair**

- 1.49 If we give you written notice to remedy a defect for which you are responsible you agree to carry out the repair within one month of the date of the given notice.

**Key and Alarm Codes**

- 1.50 Permit us and our Agent to hold a set of keys to the Property for the purpose of entering the Property in an Emergency.
- 1.51 **Not change the alarms codes, door locks and or have any duplicate keys cut without our written permission (which will not be unreasonably withheld). Should you lose your keys you will be liable to meet our reasonable costs for replacement and or having new locks fitted and new keys cut.**

**At the End of the Tenancy**

- 1.52 **At the termination of the Tenancy you agree to:**
- 1.52.1 give up the Property with vacant possession;
  - 1.52.2 give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (fair wear and tear excepted) and pay for the reinstatement, repair or replacement of the Property and Contents damaged, soiled, stained, marked or lost during the Tenancy which were your responsibility in this Agreement;
  - 1.52.3 remove all rubbish and recycling from the Property and properly dispose of it in receptacles outside the Property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal;
  - 1.52.4 allow us or our Agent to enter the Property with a surveyor for the purposes of carrying out an inspection;
  - 1.52.5 leave the Contents in the respective positions that they occupied at the commencement of the Tenancy;
  - 1.52.6 **return all sets of keys to us and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to us;**
  - 1.52.7 remove all personal belongings including food stuff; and
  - 1.52.8 provide us or our Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.
- 1.53 Any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy shall be deemed to have been abandoned and will be removed or stored by us. We may dispose of such goods or personal effects as we think appropriate and you will be liable for the reasonable costs of removal, storage and disposal provided we or our Agent have given written notice to you, or where you cannot be found after reasonable steps have been taken to trace you, and at least 14 days have passed (except perishable or hazardous items which we may dispose of immediately). We may deduct the reasonable cost of removal, storage and disposal from your Deposit.
- 1.54 Allow us to erect a 'to let' or 'for sale' sign at the Property during the last two months of the Tenancy.

**Occupier's Liability**

- 1.55 You are responsible for verifying the suitability of the Property for you and members of your household including but not limited to any gardens, fences, ponds or outbuildings, especially in relation to the safety of pets and young children.
- 1.56 You are responsible (under the Occupier's Liability Act 1984) for the safety of all guests and other visitors who attend the Property and protect them (especially children) from any hazards at the Property, for example but not limited to ponds, swimming pools, fences and electric gates.

**2 Landlord's Obligations**

We hereby agree with you as follows:

- 2.1 Allow you to quietly possess and enjoy the Property during the Tenancy without interruption from us (not withstanding Clause 1.46, 1.47 and 1.48 of this Agreement).
- 2.2 Pay all assessments and outgoings in respect of the Property which are our responsibility.
- 2.3 Ensure that any gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).
- 2.4 Ensure that any furniture and equipment supplied by us comply with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 (as amended).
- 2.5 Keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes) and keep in repair and proper working order the installations for the supply of any water, electricity, gas, sanitation and for space heating and water heating in accordance with Section 11 of the Landlord and Tenant Act 1985 (as amended).
- 2.6 Keep in repair all mechanical and electrical appliances which form part of the Contents (unless specifically excluded), unless the fault and or failure is due to your act or failure to act.
- 2.7 Pay the charges for Utilities and other relevant suppliers that we are responsible for as specified in this Agreement and or ground rent, if applicable.
- 2.8 Arrange for payment of premiums for any insurance of the Property and Contents belonging to us, such as those items included in the Inventory. We have no liability to insure any items belonging to you.



2.9 Arrange for the Property and Contents (but not your possessions) to be insured and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is reasonably practicable, and to refund to you any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the Policy monies because of anything you have done or failed to do in breach of this Agreement.

### 3 Rent Increases

3.1 We shall have the option on the anniversary of this agreement to increase the Rent by a reasonable percentage provided we have given you at least one month's notice of our intention to exercise this option.

### 4 Interest on Rent Arrears and Other Monies

4.1 You agree to pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

4.2 21 days after the rent due date a County Court Judgment (CCJ) for the debt may be applied for (whether part of possession proceedings or not) and any associated costs incurred shall be debited to the Tenant(s) account.

### 5 Break Clause

5.1 In the event the term granted by this tenancy is for a fixed period of 12 months or more, either party may bring the tenancy to an end at any time after 6 months from the start of the tenancy by giving not less than two months written notice.

### 6 Termination

6.1 If we allow you to remain in the Property after the fixed term has expired then the Tenancy will continue as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended). To end the periodic tenancy you shall give us at least one month's notice in writing.

6.2 We have the right to recover possession of the Property by lawful means if:

6.2.1 the fixed term has come to an end;

6.2.2 we have given you at least two months' notice of our intention to recover possession of the Property; and

6.2.3 at least six months have passed since the commencement of the Term of the original agreement.

6.3 We reserve the right to re-enter the Property (subject always to any statutory restrictions on our power to do so) and immediately thereon the tenancy shall terminate without prejudice to our other rights and remedies if:

6.3.1 the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

6.3.2 you have breached this Agreement;

6.3.3 you become bankrupt;

6.3.4 an Interim Receiver of the Property is appointed;

6.3.5 you (without making prior arrangements in writing with us) leave the Property vacant or unoccupied for more than 28 days; or

6.3.6 any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.

This clause does not affect your rights under the Protection from Eviction Act 1977.

6.4 We reserve the right to re-enter the Property by lawful means if you do not have the Right to Rent in the United Kingdom as determined by Section 22 of the Immigration Act 2014.

### 7 Effect of Termination

7.1 Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations.

7.2 At the end of the Tenancy you shall return the Property together with the Contents to us in the condition required by this Agreement.

### 8 Inventory

8.1 Upon taking the Tenancy you will be invited to attend a check-in process where you will be given access to the Property and an opportunity to take meter readings. You will be provided with the Inventory and Schedule of Condition relating to the Property on or shortly after the commencement of the Tenancy. The Inventory is an agreed record of the Contents and condition of the Property and Contents at commencement of the Tenancy and shall be used to assess any loss, damage or dilapidation as recorded at the end of the Tenancy.

8.2 You have a period of 7 days from the start of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), to ensure that the Inventory and Schedule of Condition is correct and to tell us or our Agent of any discrepancies in writing, after which the Inventory and Schedule of Condition will be amended as appropriate. If you take no action and after the 7 day period has expired, you shall be deemed to be fully satisfied with the terms.

8.3 At the end of the Tenancy you will be invited to attend a check-out process which will be arranged by us. The check-out process will comprise a full inspection of the Property and its Contents and an opportunity to take



meter readings. Any items missing, damaged or otherwise in a different state to their condition at the check-in will be recorded. You are strongly encouraged to be present at this process as best practice. This will give you the opportunity to dispute or explain any deficiencies or defects discovered at the check-out or to take any immediate remedial action by negotiation with us or our Agent.

## 9 Deposit

9.1 You must pay a Deposit of (repeat as per page 3) £1475 - received to (write 'us' or 'our Agent' as required)

Us to be protected as security towards the discharge or part discharge of any liability referred to in Clause 8.4 of this Agreement and subject to this on trust for you absolutely. The Deposit is held by (write 'us' or 'our Agent as Stakeholder' as required) Us who is a member of the government approved tenancy deposit scheme (insert scheme name):

Mydeposits.co.uk

9.2 If the Deposit is held in a custodial-based government approved tenancy deposit scheme, any interest on the Deposit will be paid to you subject to the terms and conditions of the scheme. If the Deposit is held by us or our Agent you will not receive interest on the Deposit.

9.3 The Deposit shall be returned to you (less any deductions properly made) within 10 working days of the end of the Tenancy upon vacant possession of the Property and return of the keys if you have kept to all the obligations within this Agreement.

9.4 Monies shall be deducted from the Deposit in respect of all reasonable costs and expenses incurred by us (including but not limited to the costs and fees of our solicitors and other professional advisors) in respect of:

9.4.1 the recovery from you of any Rent or any other money which is in arrears;

9.4.2 the enforcement of any of the provisions of this Agreement;

9.4.3 compensation in respect of your use and occupation in the event that you fail to vacate the Property on the due date;

9.4.4 the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;

9.4.5 the cost of any bank or other charges incurred by us if any cheque written by you is dishonoured or if any standing order payment is withdrawn by your bankers;

9.4.6 the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);

9.4.7 the cost of replacing any items listed in the Inventory which are missing from the Property at the end of the Tenancy;

9.4.8 the cost of removal, storage and disposal by us of any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy in accordance with Clause 1.53 of this Agreement;

9.4.9 any other monies owed by you to us;

9.4.10 our reasonable costs in reinstating the Property owing to your breach of any conditions of this Agreement; and

9.4.11 the Policy excess of (repeat as per page 5) £ 500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.

9.5 If the Deposit shall be insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.

## 10 Notices

10.1 We agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on the Landlord either by being left at the address in Clause 9.2 of this Agreement or by being sent to that address by first class post. Notices left at the address are deemed received the next working day. Notices sent by first class post are deemed received on the second working day after posting.

10.2 The Landlord's address for service is (insert Landlord address as per page 2): Full address:

Postcode [REDACTED]

- 10.3 You agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on you either by being left at the Property or by being sent to the Property by first class post. Notices left at the Property are deemed received the next working day. Notices sent by first class post are deemed received two working days after posting.
- 10.4 You agree that the service of notices, Rent Increase Notices, the How to Rent Guide, Gas Safety Record, Energy Performance Certificate and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you by email. Your email address for these purposes is *(insert name and email as per page 2)*:

Tenant 1: [REDACTED]

Email: [REDACTED]

Tenant 2: [REDACTED]

Email: [REDACTED]

Tenant 3: \_\_\_\_\_

Email: \_\_\_\_\_

Tenant 4: \_\_\_\_\_

Email: \_\_\_\_\_

Notices sent by email are deemed to be served the next working day after being sent.

**11 Consents**

11.1 We confirm that all necessary consents have been obtained to enable us to enter into this Agreement (whether from superior landlord, lenders, mortgagees, insurers, or others).

**12 Data Protection**

12.1 We require to process and retain certain personal information that you have provided to us. From time to time we may pass any or all of that personal information on to third parties who may carry out specific work on our behalf for processing. Full details of the personal information we hold, why we hold that information, how long it is held for and with whom that information is shared are set out in the Fair Processing Notice provided to you.

12.2 In the event that we require your consent to process and retain any of your personal information we shall seek your written permission to do so separately.

12.3 In terms of the EU General Data Protection Regulation 2016/6769 (hereinafter "GDPR") you are entitled to request and inspect personal information of yours that we hold. Should you wish to inspect any of your personal information that we hold, you have the right to request sight of this data, provided it is done in writing and detail the specific information that you are seeking. We will provide you with a copy of any personal information held (which constitutes "Personal Data" in terms of GDPR) within one month of receipt of your written request.

**13 Special Letting Terms**

13.1 Attached to and forming part of this Agreement are *(please state)*:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



06.09.2021 | 6:44 AM BST

Signed as an Agreement dated:

Between us, the Landlord:

(Repeat Landlord name as on the front page)

Space Investments Limited

Signature: [REDACTED]



And you, the Tenant:

(Repeat Tenant name as on the front page)

Tenant 1: [REDACTED]

DocuSigned by:

Signature: [REDACTED]



Tenant 2: [REDACTED]

DocuSigned by:

Signature: [REDACTED]



Tenant 3:

Signature:



Tenant 4:

Signature:



This document is prepared in good faith by the National Landlords Association. No responsibility whatsoever is accepted by the National Landlords Association or the officers of said organisation for the accuracy or the legal effect of the document(s) nor shall the National Landlords Association or their officers be held responsible for the consequences of its use by a member of the National Landlords Association or by the general public.

Information for tenants

The National Landlords Association is the UK's leading association for private-residential landlords. We work with landlords with large property portfolios to those with just a single letting.

Tenants should contact their landlord or agent directly for any queries relating to this agreement.

The NLA online register of members will allow you to verify whether your landlord is a member of the National Landlords Association.

The online UKALA Agent Directory will allow you to verify whether your agent is a member of the UK Association of Letting Agents.

For more information please visit the National Landlords Association www.landlords.org.uk or the UK Association of Letting Agents www.ukala.org.uk

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## APPENDIX 5

[REDACTED]  
[REDACTED]  
Tenancy: 24 Apr 2021 - 30 Nov 2021

### Summary of Events

Space Investments Ltd have signed Assured Shorthold Tenancy Agreement with [REDACTED] [REDACTED] for the term of 12 months. Please see copy of the lease enclosed for your review.

First report of noise nuisance received on 29<sup>th</sup> May 2021, describing the extent of noise and vibrations and effect to their wellbeing. Tenants also advise on personal experience approaching management at Wazobia restaurant who was described as disrespectful, threatening to remove them from the flat they are renting and insulting with personal and inappropriate details such as race.

Following complains and updates received:

16<sup>th</sup> June 2021 – tenants advise of their attempts to speak with Southwark Council on the matter and their failure to properly asses the issue. Please also note tenants highlighted their concerns of the Wazobia Restaurants performances during the Covid restrictions, confirming the attitude of the manager towards the neighbourhood and the law. Note reports been made to police and council continuously to no avail.

28<sup>th</sup> August 2021 – tenants advise the noise nuisance got even worse. Further concerns of no attention from police and council to the matter.

23<sup>rd</sup> September 2021 - notice to terminate the lease received, reason for termination – persistent noise nuisance.

Email correspondence enclosed for your records.

[REDACTED]  
[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 29 May 2021 08:26  
**To:** [REDACTED] info  
**Subject:** Re: Noise Nuisance

Hello,

I am emailing from [REDACTED]

We live directly on top of the restaurant Wazobia. We were not made aware by you, or any other party until we got here that they would play ridiculously loud music via a DJ from 10:30pm-4am every Friday, Saturday and bank holiday. Of we had that information, as students we would've made a decision based on that. To our knowledge it was a typical restaurant, unaware it doubled as a club setting.

Our flat and appliances shake from the bass downstairs, we can hear word for word what the DJ shouts through the mic.

We have had several face-to-face conversations and text message disputes about the noise disruptions with the Manager of the restaurant...

However he is unprofessional and very disrespectful in the manner in which he speaks to us, when all we ask is that the music turned down (which it isn't). He assured us this would continue for the duration of our stay here, and threatened to have us kicked out for continuing to ask him to turn it down. He also used personal and inappropriate details to try and divert attention from the issue, such as race.

We would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is directly affecting the wellbeing and livelihoods of members of the flat. It's exam season at university and I work full time on little sleep due to the disturbance.

Please contact me ASAP about this issue. Alternatively I can come to the offices to talk about the problem face to face.

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 16 June 2021 08:46  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Noise Nuisance

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hello,

This is a follow up email regarding the progress of the noise from the DJ from the restaurant Wazobia directly downstairs. Unfortunately, it hasn't made any improvement. We have contacted the council, who have send their officers round but have told us they're unable to directly approach the owner, due to Covid regulations but they were able to send him a letter. We have tried to combat this via the council several times, with no luck.

At first it was just the TV which was at the highest volume and the bass disturbed sleep in our home. I had an issue with that one time in April. However that was a tiny taster of what it's like every Friday and Saturday evening with a DJ on a mic with a heavy based speaker up until 3am/4am. Which is the problem we have not.

Additionally, we contacted the police about the violation of Covid rules. I'm sure we were advised by someone ill informed as they assured us that the bar was well within their rights to have people up and dancing. They also put their shutters down during the duration of these parties which tells you all you need to know, as they open in day dining hours. As someone who works in hospitality I know that customers are required to remain seated during service in a restaurant until Boris advises us otherwise.

We are still going to be persistent with the council/police as this disturbance isn't minor.

Over the last view weeks we have had intense conversion with the owner who reminds us how long he's been there, and seems to think we have a personal issue with him. All we would like, kindly, is the music to be a reasonable level between 11pm -6am, due to studies and work. We did set a level with him, to tell the DJ to play the music at, however by 12am-4am this level is completely ignored.

Again we would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is effecting the well being of the three of us in the flat. We have a nightmare neighbour who we we were not informed ran a loud, bar setting establishment. We will be unable to live this way until April, as our landlord we need you to take action please.

[REDACTED]

From: [REDACTED]  
 Sent: 28 June 2021 14:23  
 To: [REDACTED]  
 Cc: [REDACTED]  
 Subject: RE: Noise Nuisance

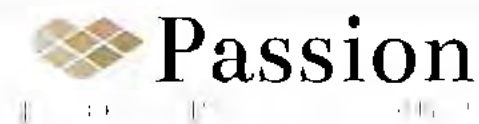
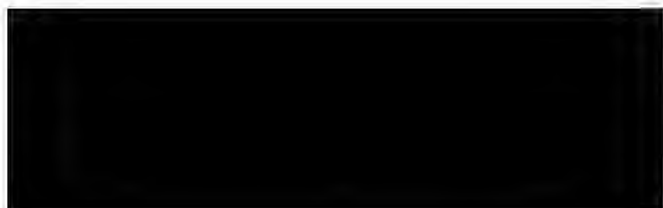
Dear [REDACTED]

Hope that you are keeping well.

Has there been an improvement in matters there for you?

We have asked the managing agent for an update too.

Kind regards,



Submit your maintenance request

Report Now

From: [REDACTED]  
 Sent: 18 June 2021 14:14  
 To: [REDACTED]  
 Cc: [REDACTED]  
 Subject: RE: Noise Nuisance

Dear [REDACTED]

Further to the below, please see the attached from the Managing Agent to the Tenant on the Ground Floor.

As it stands we hope that this will have the desired effect, though appreciate that this will involved the test of time.

We wouldn't want to lose you as a Tenant of course, but understand your predicament.

All we could suggest now, is to try and re-let the property where we could agree to terminate your lease, subject to a new and suitable Tenant being found.

Alternatively, you could find someone yourself for us to reference and come to a similar agreement.

Please have a think through and let us know your thoughts.

Kind regards,





Submit your maintenance request

Report Now

From: [REDACTED]  
Sent: 16 June 2021 11:43  
To: [REDACTED]  
Subject: Re: Noise Nuisance

Dear [REDACTED]

Thanks for getting back to me.

I have made a call to the council more than one time, however on the second occasion I was referred to what sounded like a neighbourhood watch team, or something of that nature. To speak to them instead as it didn't help the last time I rang the councils rapid response team.

Can we address what we can do in terms of moving flats? We're very unhappy with the noise and we're not getting anywhere with solving this issue. As our landlord what can be done for us from your side?

Attached you will find videos of the noise at early hours of the morning. The man at the council did not get back to me with this result, and also advised me that he couldn't enter the property. And also couldn't enter mine to assess the disturbance so the viewing was not accurate.

Thanks for helping. Hope to hear from you soon.



[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 28 June 2021 14:56  
**To:** [REDACTED]  
**Subject:** Re: Noise Nuisance

Hello,

Thank you for contacting me. Unfortunately it has actually gotten worse. Attached you will find a recording from Saturday night at 3am. Have you heard anything from the owner and manager [REDACTED] as he is still hosting these parties, and disturbing our home.

We haven't heard anything from the council/police even though they're breaching Covid rules.

Thank you.

[REDACTED]

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 23 September 2021 11:38  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** [REDACTED]

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

[REDACTED]

We would like to apply to leave the tenancy agreement early. Since shortly after we moved in and lockdown started to be eased we have had noise problems with the restaurant below. They play very loud music until the early hours of the morning and we have tried to tolerate this; but now that our university term has restarted and this has continued we have found it unbearable. It is having a significant effect on our mental health and as a result we would like to give you 2 months notice please. We are happy to discuss this with you and agree a contract end date.

Thanks

[REDACTED]

# Assured Shorthold Tenancy Agreement

within the meaning of the Housing Act 1988  
as amended by the Housing Act 1996



This Agreement contains the terms and obligations of the Tenancy. It sets out the promises made between you (the Tenant) and us (the Landlord). These promises will be legally binding once this Agreement has been both signed and dated and initial funds as detailed within the body of this Agreement have been paid. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this Agreement using plain language, it inevitably contains some legal terms and references.

**You understand that we will be entitled to recover possession when the Tenancy ends.**

The Inventory and Schedule of Condition should be checked carefully and agreed with us or our Agent.

**Please note that if the Inventory and Schedule of Condition is not agreed or challenged by you in writing within seven days of commencement of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), we shall deem that you have accepted the Inventory and Schedule of Condition as fair and accurate and that we or our Agent may rely on them at the end of the Tenancy as being correct and accurate.**

If you do not understand this Agreement, or anything in it, it is strongly suggested that you ask for an explanation before signing it. You might consider consulting a solicitor, Citizen's Advice Bureau or Housing Advice Centre.

**This Agreement is between us, the Landlord:**

*(Full name including title and middle names or business name)*

Space Investments Limited, 5th Floor, 1 Valentine Place, London, SE1 8QH

**And you, the Tenant (individually and together):**

*(Full name including title and middle names)*

Tenant 1: [REDACTED]

Tenant 2: [REDACTED]

Tenant 3:

Tenant 4:

**And is made in relation to the Property at:**

Full address [REDACTED]

Postcode [REDACTED]



**Our contact details**

In accordance with Sections 47 and 48 of the Landlord and Tenant Act 1987 the Landlord's name and address in England and Wales at which notices (including Notices of Proceedings) may be served on the Landlord by you are (repeat Landlord name as on the front page):

Full address: [REDACTED]  
[REDACTED]  
[REDACTED]  
Postcode: [REDACTED]

**Our property manager**

Contact name (if different to that above): [REDACTED]  
Daytime telephone number: [REDACTED]  
Evening telephone number: [REDACTED]  
Email: [REDACTED]  
Address (if different to that above):  
[REDACTED]  
[REDACTED]  
[REDACTED]  
Postcode: [REDACTED]

**Your contact details**

(Repeat Tenant name as on the front page)

Tenant 1: [REDACTED]  
Email: [REDACTED] Mobile: [REDACTED]  
Tenant 2: [REDACTED]  
Email: [REDACTED] Mobile: [REDACTED]  
Tenant 3: \_\_\_\_\_  
Email: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Tenant 4: \_\_\_\_\_  
Email: \_\_\_\_\_ Mobile: \_\_\_\_\_

**Number of Permitted Occupiers**

The maximum number of people permitted to occupy the Property within the terms of the Agreement is:

1 - [REDACTED]

**Children**

The maximum number of children (under 18 at the start of the Tenancy) permitted to occupy the Property is:

n/a



**Term**

A fixed term of 12 months and 0 days commencing on and including (start date) 24 Apr 2021

**Rent**

You agree to pay the total Rent of £ 2075 per (week/month) month in advance in the following

instalments: The first payment of £ 2559.17 is to be paid in cleared funds on or before (date) 24 Apr 2021

Subsequent payments of £ 2075 are to be paid in cleared funds by the (day/number) 1st

of each (week/month) month by (payment method and bank details if applicable)

standing order

**Deposit**

You agree (tick one box only as appropriate):

A Deposit of £ \_\_\_\_\_ was paid on (date) \_\_\_\_\_

by (payment method) bank transfer

A Deposit of £ 2394.23 is to be paid in cleared funds on or before (date) 24 Apr 2021

No Deposit has been paid

**Utilities and other relevant suppliers**

You and we agree (tick all the boxes that apply and write in 'You' or 'We' as appropriate):

Water charges: You are responsible for paying

Council Tax (or similar charge which replaces it): You are responsible for paying

Gas: n/a are responsible for paying

Electricity: You are responsible for paying

Television licence: You are responsible for paying

Telephone: You are responsible for paying

Broadband: You are responsible for paying

Other: \_\_\_\_\_ You are responsible for paying

**The Property is let together with use of the:**

Contents as specified in the Inventory and Schedule of Condition to be provided before (date): 24 Apr 2021

Shared Facilities: \_\_\_\_\_

Garden: n/a

Parking: n/a

**The Property is let excluding use of the:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Definitions

**"Agent"** means the company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.

**"Contents"** means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

**"Emergency"** means where there is a risk to life or damage to the fabric of the Property or the Contents.

**"Fixtures and Fittings"** includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

**"Head Lease"** sets out the promises we have made to our superior landlord, if the Property is leasehold. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property giving them the right to possession of the Property at the end of our lease.

**"Inventory"** is the document drawn up by us, our Agent, or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.

**"Joint and Severally Liable"** means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages against any one or more of you. For example, if three Tenants are named on this Agreement and one Tenant does not pay their proportion of the Rent, we can recover the amount owed from any one of you or any group. If the Tenancy is periodic and one Tenant gives notice to quit, the notice will end the Tenancy for all of you.

**"Landlord"** includes anyone entitled to possession of the Property under this Agreement.

**"Policy"** means any insurance policy held by us for the Property or Contents.

**"Property"** includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from the Tenancy. Where the Property is part of a larger building, Property includes the common accessways and shared facilities.

**"Rental Period"** means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

**"Schedule of Condition"** is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.

**"Tenancy"** means the time between the commencement and the termination of this Agreement including any extensions that may have been granted to you by us.

**"Us" "our" "we"** means the Landlord.

**"Utilities and other relevant suppliers"** includes but is not limited to; water charges, Council Tax (or similar charge which replaces it), gas, electricity, television licence, telephone, broadband, cable television and satellite television.

**"Working Day"** does not include Saturdays, Sundays and Bank Holidays.

**"You" "your"** means the Tenant.

References to the singular include the plural and references to the plural include the singular.

## Terms and Conditions

We let the Property together with the Contents to you for the Tenancy on the letting terms set out in this Agreement as supplemented by any special letting terms.

### 1 Tenant's Obligations

You hereby agree with us as follows:

- 1.1 Any obligation upon you under this Agreement to do or not to do anything shall also require you not to permit or allow your household or any visitor to do or not to do the same thing.
- 1.2 Where there is more than one Tenant you will all be Joint and Severally Liable for the obligations contained within this Agreement. In the event of non-payment of Rent and or other breaches of this Agreement any individual Tenant or group of Tenants may be held liable. This means that legal action may be brought against any one or any group of Tenants. If this Agreement has become periodic notice to leave by any individual Tenant will also end the Tenancy for all Tenants.

### Rent and Charges

- 1.3 To pay the Rent to us at the times and in the manner specified in this Agreement whether or not it has been formally demanded.
- 1.4 Any payment for less than the Rental Period is to be apportioned on a daily basis and will include the last day of the Tenancy.
- 1.5 To pay the charges for Council Tax (or similar charge which replaces it) and Utilities and other relevant suppliers that you are responsible for as specified in this Agreement.
- 1.6 To pay all reasonable costs and expenses incurred by us:
  - 1.6.1 in the recovery from you of any Rent and any other money which is in arrears;
  - 1.6.2 in the enforcement of any of the provisions of this Agreement;
  - 1.6.3 in the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
  - 1.6.4 the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;
  - 1.6.5 the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
  - 1.6.6 any other monies owed by you to us; and
  - 1.6.7 the Policy excess of (*insert figure from insurance policy*) £ 500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.
- 1.7 You must not exercise any right or claim to withhold Rent in respect of legal or equitable set-off.

### Use of the Property

- 1.8 Occupy the Property as your only or principal home and behave in a tenant like manner.
- 1.9 Take reasonable care of the Property and common parts (if any).
- 1.10 Not assign, take a lodger, sublet or part with or give up to another person possession of the Property or any part of it without our written permission (which will not be unreasonably withheld).
- 1.11 Not carry on in the Property any trade, profession, business or receive paying guests or register any business at the Property or use the Property for any purpose other than your private residence without our written permission (which will not be unreasonably withheld).
- 1.12 Not use the Parking (if Parking is specified in this Agreement) for any purpose other than for the storage of a private motor car or motor bike without our written permission (which will not be unreasonably withheld).
- 1.13 Not exhibit any poster or notice board or notice so as to be visible from the exterior of the Property without our written permission (which will not be unreasonably withheld).
- 1.14 You, those living with you, and your visitors must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, us, our Agents and contractors.

"Antisocial" means behaving in a way which causes or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property; or which amount to harassment of any person. Harassment of a person includes causing the person alarm or distress. Antisocial behaviour includes speech. In particular, you, those living with you, and your visitors must not:

- 1.14.1 make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments, DIY and power tools;
- 1.14.2 fail to control pets properly or allow them to foul or cause damage to other people's property;
- 1.14.3 allow visitors to the Property to be noisy or disruptive;



- 1.14.4 use the Property or allow it to be used, for illegal or immoral purposes;
- 1.14.5 vandalise or damage the Property or any part of the common parts (if any) or neighbourhood;
- 1.14.6 leave rubbish and recycling either in unauthorised places or at inappropriate times;
- 1.14.7 allow any other person (including children) to cause nuisance or annoyance to other people by failing to exercise reasonable control over them and take steps to prevent this;
- 1.14.8 harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, our family members or our employees or our Agent, or any other person or persons in the Property, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- 1.14.9 use or carry offensive weapons;
- 1.14.10 use, sell, cultivate or supply unlawful drugs or sell alcohol; and
- 1.14.11 store or bring onto the Property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

The particular prohibitions on behaviour listed above do not in any way restrict your general responsibilities.

- 1.15 Not change the supplier of the Utilities and other relevant suppliers or install or cause or authorise installations relating to the supply of water, electricity, gas or other services to the Property without our written permission (which will not be unreasonably withheld).
- 1.16 Not bring into the Property any furniture or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.
- 1.17 Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use. Not to store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission (which will not be unreasonably withheld).
- 1.18 Not smoke or to permit a visitor to smoke tobacco or any other substance in the Property without our written permission (which will not be unreasonably withheld). If permission is given you may be asked to pay an additional amount towards the Deposit. For the avoidance of doubt nicotine staining is not considered to be fair wear and tear.
- 1.19 Not keep any animals, reptiles, insects, rodents or birds at the Property without our written permission (which will not be unreasonably withheld). For the avoidance of doubt, this clause does not apply in connection with registered guide and assistance dogs. This rule will be rigidly enforced and all costs associated with communicating with you, serving notice, seeking possession, cleaning the Property and any other action required will be charged to you. This could amount to several thousands of pounds. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the Property, deterioration in the condition of common areas or nuisance either to neighbours or persons in the locality of the Property. If you fail to exert reasonable supervision and control, we shall be entitled to withdraw our consent and require immediate removal of the pet. You will be liable for reasonable costs and expenses incurred by us in replacing and/or reinstating the Property and its Contents owing to any damage or soiling to the Property and Contents caused by the pet including but not limited to de-infestation where required.
- 1.20 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.
- 1.21 Take all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated.
- 1.22 Take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 1.23 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.
- 1.24 To arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you.
- 1.25 Not park in any space not designated to you.
- 1.26 Not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system except as provided in the Tenant's obligations in Clause 1.38.
- 1.27 In the case of a flat property, or any other property having common parts, you agree, in conjunction with the other proprietors/occupiers, to sweep and clean the common stairway and to co-operate with the other proprietors/occupiers in keeping the garden, back green or other communal areas clean and tidy.
- 1.28 Not obstruct the fire escape or common parts (if any). Any obstructions may be removed by us or our Agent.
- 1.29 Not allow children to play in the fire escapes or common parts (if any).
- 1.30 Replace or repair or pay our reasonable costs of repairing or replacing or reinstating the Property or its Contents which are destroyed, damaged, soiled, removed, or lost during the Tenancy (fair wear and tear excepted).



**Leaving the Property Empty**

- 1.31 Advise us by giving reasonable written notice if you intend to be absent from the Property for more than 14 consecutive days and to provide the actual dates that the Property will be unoccupied.
- 1.32 Ensure at all times when the Property is unoccupied that all external doors/windows are properly locked or are otherwise properly secured and take appropriate action with regard to supplies of water, gas and electricity to prevent flooding, frost or fire.
- 1.33 Flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.

**Condition of the Property**

- 1.34 Keep the interior of the Property including the Fixtures and Fittings and the Contents in the same condition, cleanliness, repair and decoration as at the commencement of the Tenancy (fair wear and tear excepted) and to carry out those jobs that you would reasonably be expected to carry out including but not limited to the cleaning of any sanitary appliances, shower wastes and windows as often as necessary.
- 1.35 Not remove any of the Contents from the Property without our written permission (which will not be unreasonably withheld).
- 1.36 Not make any alteration or addition to the Property or the electric, gas or plumbing system or decorate or change the style or colour of the decoration whether it be internal or external, or to erect and or install any aerial, satellite dish or cable television without our written permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us. Consent to such alterations requested under this legislation will not be unreasonably withheld.
- 1.37 Not damage the Property or the electric, gas, or plumbing system.
- 1.38 Regularly test any smoke, carbon monoxide or other alarms at the Property and to replace batteries where necessary and to report any fault to us immediately.
- 1.39 Notify us as soon as reasonably possible having regard to the urgency of the matter of any defect in the Property which comes to your attention.
- 1.40 Replace any light bulbs, fluorescent tubes, or batteries, promptly and when necessary.
- 1.41 Keep the exterior free from rubbish and recycling and place all rubbish and recycling receptacles in the allocated space for collection on the day for collection. Rubbish and recycling receptacles should be returned to their normal storage places as soon as possible after rubbish and recycling has been collected.
- 1.42 Take proper care of the shared facilities (if any) and clean as appropriate after use.
- 1.43 Keep the gardens, driveways, pathways, lawns, hedges, flower beds, shrubs, rockeries and ponds (if any) in good and safe condition and as neat, tidy free from rubbish and properly tended as they were at the start of the Tenancy subject to seasonal requirements. Not to alter the general layout of the garden or cut down, lop, remove or otherwise damage any trees, shrubs or plants (with the exception of normal pruning). To cut the grass as necessary and properly tend the lawns and any borders in order to keep the same in a neat and tidy condition, subject to seasonal conditions.

**Letters and Notices**

- 1.44 Forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to us promptly upon receipt of any notice, order, proposal or legal proceedings.
- 1.45 Forward all correspondence addressed to the Landlord at the Property to us within a reasonable time.

**Access for Repairs, Inspections and Valuations**

- 1.46 Permit us (and our Agent or our contractors) reasonable access to the Property for any authorised purpose where you have been given 24 hours' notice, or access is required urgently for the purpose of carrying out work on the Property or inspecting the Property in order to determine what work we are entitled or have an obligation to carry out. The following are authorised purposes: carrying out any work on the Property which we have an entitlement or obligation to carry out; inspecting the Property (i) in order to determine what work type to carry out (ii) in pursuance of any entitlement or obligation which we have to carry out; valuing the let Property (or any part of it); and viewing the Property with prospective occupiers or purchasers during the last 2 months of the Tenancy. Reference to us having an entitlement or obligation to do something are to us having an entitlement or obligation to do something by virtue of an enactment or the terms of any agreement between us and you.
- 1.47 Allow reasonable use of the facilities within the Property in connection with anything done or to be done under Clause 1.46 of this Agreement.
- 1.48 Permit us and our Agent immediate access to the Property in the event of an Emergency, including but not limited to an imminent risk to your health and safety or members of your household or other persons in the vicinity.

**Notice to Repair**

- 1.49 If we give you written notice to remedy a defect for which you are responsible you agree to carry out the repair within one month of the date of the given notice.



**Key and Alarm Codes**

- 1.50 Permit us and our Agent to hold a set of keys to the Property for the purpose of entering the Property in an Emergency.
- 1.51 Not change the alarms codes, door locks and or have any duplicate keys cut without our written permission (which will not be unreasonably withheld). Should you lose your keys you will be liable to meet our reasonable costs for replacement and or having new locks fitted and new keys cut.

**At the End of the Tenancy**

- 1.52 At the termination of the Tenancy you agree to:
- 1.52.1 give up the Property with vacant possession;
  - 1.52.2 give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (fair wear and tear excepted) and pay for the reinstatement, repair or replacement of the Property and Contents damaged, soiled, stained, marked or lost during the Tenancy which were your responsibility in this Agreement;
  - 1.52.3 remove all rubbish and recycling from the Property and properly dispose of it in receptacles outside the Property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal;
  - 1.52.4 allow us or our Agent to enter the Property with a surveyor for the purposes of carrying out an inspection;
  - 1.52.5 leave the Contents in the respective positions that they occupied at the commencement of the Tenancy;
  - 1.52.6 return all sets of keys to us and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to us;
  - 1.52.7 remove all personal belongings including food stuff; and
  - 1.52.8 provide us or our Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.
- 1.53 Any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy shall be deemed to have been abandoned and will be removed or stored by us. We may dispose of such goods or personal effects as we think appropriate and you will be liable for the reasonable costs of removal, storage and disposal provided we or our Agent have given written notice to you, or where you cannot be found after reasonable steps have been taken to trace you, and at least 14 days have passed (except perishable or hazardous items which we may dispose of immediately). We may deduct the reasonable cost of removal, storage and disposal from your Deposit.
- 1.54 Allow us to erect a 'to let' or 'for sale' sign at the Property during the last two months of the Tenancy.

**Occupier's Liability**

- 1.55 You are responsible for verifying the suitability of the Property for you and members of your household including but not limited to any gardens, fences, ponds or outbuildings, especially in relation to the safety of pets and young children.
- 1.56 You are responsible (under the Occupier's Liability Act 1984) for the safety of all guests and other visitors who attend the Property and protect them (especially children) from any hazards at the Property, for example but not limited to ponds, swimming pools, fences and electric gates.

**2 Landlord's Obligations**

We hereby agree with you as follows:

- 2.1 Allow you to quietly possess and enjoy the Property during the Tenancy without interruption from us (not withstanding Clause 1.46, 1.47 and 1.48 of this Agreement).
- 2.2 Pay all assessments and outgoings in respect of the Property which are our responsibility.
- 2.3 Ensure that any gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).
- 2.4 Ensure that any furniture and equipment supplied by us comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 2.5 Keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes) and keep in repair and proper working order the installations for the supply of any water, electricity, gas, sanitation and for space heating and water heating in accordance with Section 11 of the Landlord and Tenant Act 1985 (as amended).
- 2.6 Keep in repair all mechanical and electrical appliances which form part of the Contents (unless specifically excluded), unless the fault and or failure is due to your act or failure to act.
- 2.7 Pay the charges for Utilities and other relevant suppliers that we are responsible for as specified in this Agreement and or ground rent, if applicable.
- 2.8 Arrange for payment of premiums for any insurance of the Property and Contents belonging to us, such as those items included in the Inventory. We have no liability to insure any items belonging to you.

2.9 Arrange for the Property and Contents (but not your possessions) to be insured and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is reasonably practicable, and to refund to you any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the Policy monies because of anything you have done or failed to do in breach of this Agreement.

### 3 Rent Increases

3.1 We shall have the option on the anniversary of this agreement to increase the Rent by a reasonable percentage provided we have given you at least one month's notice of our intention to exercise this option.

### 4 Interest on Rent Arrears and Other Monies

4.1 You agree to pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

4.2 21 days after the rent due date a County Court Judgment (CCJ) for the debt may be applied for (whether part of possession proceedings or not) and any associated costs incurred shall be debited to the Tenant(s) account.

### 5 Break Clause

5.1 In the event the term granted by this tenancy is for a fixed period of 12 months or more, either party may bring the tenancy to an end at any time after 6 months from the start of the tenancy by giving not less than two months written notice.

### 6 Termination

6.1 If we allow you to remain in the Property after the fixed term has expired then the Tenancy will continue as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended). To end the periodic tenancy you shall give us at least one month's notice in writing.

6.2 We have the right to recover possession of the Property by lawful means if:

6.2.1 the fixed term has come to an end;

6.2.2 we have given you at least two months' notice of our intention to recover possession of the Property; and

6.2.3 at least six months have passed since the commencement of the Term of the original agreement.

6.3 We reserve the right to re-enter the Property (subject always to any statutory restrictions on our power to do so) and immediately thereon the tenancy shall terminate without prejudice to our other rights and remedies if:

6.3.1 the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

6.3.2 you have breached this Agreement;

6.3.3 you become bankrupt;

6.3.4 an Interim Receiver of the Property is appointed;

6.3.5 you (without making prior arrangements in writing with us) leave the Property vacant or unoccupied for more than 28 days; or

6.3.5 any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.

This clause does not affect your rights under the Protection from Eviction Act 1977.

6.4 We reserve the right to re-enter the Property by lawful means if you do not have the Right to Rent in the United Kingdom as determined by Section 22 of the Immigration Act 2014.

### 7 Effect of Termination

7.1 Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations.

7.2 At the end of the Tenancy you shall return the Property together with the Contents to us in the condition required by this Agreement.

### 8 Inventory

8.1 Upon taking the Tenancy you will be invited to attend a check-in process where you will be given access to the Property and an opportunity to take meter readings. You will be provided with the Inventory and Schedule of Condition relating to the Property on or shortly after the commencement of the Tenancy. The Inventory is an agreed record of the Contents and condition of the Property and Contents at commencement of the Tenancy and shall be used to assess any loss, damage or dilapidation as recorded at the end of the Tenancy.

8.2 You have a period of 7 days from the start of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), to ensure that the Inventory and Schedule of Condition is correct and to tell us or our Agent of any discrepancies in writing, after which the Inventory and Schedule of Condition will be amended as appropriate. If you take no action and after the 7 day period has expired, you shall be deemed to be fully satisfied with the terms.

8.3 At the end of the Tenancy you will be invited to attend a check-out process which will be arranged by us. The check-out process will comprise a full inspection of the Property and its Contents and an opportunity to TAKE

meter readings. Any items missing, damaged or otherwise in a different state to their condition at the check-in will be recorded. You are strongly encouraged to be present at this process as best practice. This will give you the opportunity to dispute or explain any deficiencies or defects discovered at the check-out or to take any immediate remedial action by negotiation with us or our Agent.

## 9 Deposit

9.1 You must pay a Deposit of (repeat as per page 3) £2394.23 to (write 'us' or 'our Agent' as required)

Us to be protected as security towards the discharge or part discharge of any liability referred to in Clause 8.4 of this Agreement and subject to this on trust for you absolutely. The Deposit is held by (write 'us' or 'our Agent as Stakeholder' as required) Us who is a member of the government approved tenancy deposit scheme (insert scheme name):

Mydeposits.co.uk

9.2 If the Deposit is held in a custodial-based government approved tenancy deposit scheme, any interest on the Deposit will be paid to you subject to the terms and conditions of the scheme. If the Deposit is held by us or our Agent you will not receive interest on the Deposit.

9.3 The Deposit shall be returned to you (less any deductions properly made) within 10 working days of the end of the Tenancy upon vacant possession of the Property and return of the keys if you have kept to all the obligations within this Agreement.

9.4 Monies shall be deducted from the Deposit in respect of all reasonable costs and expenses incurred by us (including but not limited to the costs and fees of our solicitors and other professional advisors) in respect of:

- 9.4.1 the recovery from you of any Rent or any other money which is in arrears;
- 9.4.2 the enforcement of any of the provisions of this Agreement;
- 9.4.3 compensation in respect of your use and occupation in the event that you fail to vacate the Property on the due date;
- 9.4.4 the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
- 9.4.5 the cost of any bank or other charges incurred by us if any cheque written by you is dishonoured or if any standing order payment is withdrawn by your bankers;
- 9.4.6 the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
- 9.4.7 the cost of replacing any items listed in the Inventory which are missing from the Property at the end of the Tenancy;
- 9.4.8 the cost of removal, storage and disposal by us of any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy in accordance with Clause 1.53 of this Agreement;
- 9.4.9 any other monies owed by you to us;
- 9.4.10 our reasonable costs in reinstating the Property owing to your breach of any conditions of this Agreement; and
- 9.4.11 the Policy excess of (repeat as per page 5) £ 500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.

9.5 If the Deposit shall be insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.

## 10 Notices

10.1 We agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on the Landlord either by being left at the address in Clause 9.2 of this Agreement or by being sent to that address by first class post. Notices left at the address are deemed received the next working day. Notices sent by first class post are deemed received on the second working day after posting.

10.2 The Landlord's address for service is (insert Landlord address as per page 2): Full address:

Postcode

- 10.3 You agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on you either by being left at the Property or by being sent to the Property by first class post. Notices left at the Property are deemed received the next working day. Notices sent by first class post are deemed received two working days after posting.
- 10.4 You agree that the service of notices, Rent Increase Notices, the How to Rent Guide, Gas Safety Record, Energy Performance Certificate and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you by email. Your email address for these purposes is *(insert name and email as per page 2)*:

Tenant 1: [REDACTED]

Email: [REDACTED]

Tenant 2: [REDACTED]

Email: [REDACTED]

Tenant 3: \_\_\_\_\_

Email: \_\_\_\_\_

Tenant 4: \_\_\_\_\_

Email: \_\_\_\_\_

Notices sent by email are deemed to be served the next working day after being sent.

**11 Consents**

- 11.1 We confirm that all necessary consents have been obtained to enable us to enter into this Agreement (whether from superior landlord, lenders, mortgagees, insurers, or others).

**12 Data Protection**

- 12.1 We require to process and retain certain personal information that you have provided to us. From time to time we may pass any or all of that personal information on to third parties who may carry out specific work on our behalf for processing. Full details of the personal information we hold, why we hold that information, how long it is held for and with whom that information is shared are set out in the Fair Processing Notice provided to you.
- 12.2 In the event that we require your consent to process and retain any of your personal information we shall seek your written permission to do so separately.
- 12.3 In terms of the EU General Data Protection Regulation 2016/6769 (hereinafter "GDPR") you are entitled to request and inspect personal information of yours that we hold. Should you wish to inspect any of your personal information that we hold, you have the right to request sight of this data, provided it is done in writing and detail the specific information that you are seeking. We will provide you with a copy of any personal information held (which constitutes "Personal Data" in terms of GDPR) within one month of receipt of your written request.

**13 Special Letting Terms**

- 13.1 Attached to and forming part of this Agreement are *(please state)*:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



23.04.2021 | 1:40 PM BST

Signed as an Agreement dated: \_\_\_\_\_

**Between us, the Landlord:**

*(Repeat Landlord name as on the front page)*

Space Investments Limited

Signature: [REDACTED] 


**And you, the Tenant:**

*(Repeat Tenant name as on the front page)*

Tenant 1: [REDACTED]

DocuSigned by:  
Signature: [REDACTED] 

Tenant 2: [REDACTED]

DocuSigned by:  
Signature: [REDACTED] 

Tenant 3: \_\_\_\_\_

Signature: \_\_\_\_\_ 

Tenant 4: \_\_\_\_\_

Signature: \_\_\_\_\_ 

This document is prepared in good faith by the National Landlords Association. No responsibility whatsoever is accepted by the National Landlords Association or the officers of said organisation for the accuracy or the legal effect of the document(s) nor shall the National Landlords Association or their officers be held responsible for the consequences of its use by a member of the National Landlords Association or by the general public.

**Information for tenants**

The National Landlords Association is the UK's leading association for private-residential landlords. We work with landlords with large property portfolios to those with just a single letting.

Tenants should contact their landlord or agent directly for any queries relating to this agreement.

The NLA online register of members will allow you to verify whether your landlord is a member of the National Landlords Association.

The online UKALA Agent Directory will allow you to verify whether your agent is a member of the UK Association of Letting Agents.

For more information please visit the National Landlords Association [www.landlords.org.uk](http://www.landlords.org.uk) or the UK Association of Letting Agents [www.ukala.org.uk](http://www.ukala.org.uk)



## APPENDIX 6

The continuous noise disturbances emanating from Wazobia Restaurant have caused unexpected and severe financial burdens for Space Investments Ltd. We wish to emphasize the extent of these losses, as they have directly resulted from the persistent noise nuisance that we have brought to Councils attention on numerous occasions.

The lack of cooperation from both Wazobia Restaurant Management and the local council's nuisance team has left us with no recourse but to engage solicitors to address this matter legally. The costs associated with building and pursuing a legal case against the restaurant are considerable, further adding to the financial strain we are currently experiencing.

Please find below summary of unexpected costs suffered by Space Investments Ltd as direct result of noise nuisance from Wazobia restaurant. Supporting invoices enclosed for your perusal.

### Professional Legal Fees up to 15/08/2023

<u>Date</u>	<u>Amount (£)</u>
05/06/2023	5,890.80
31/07/2023	1,944.00

### Reletting [REDACTED] 29/07/2023

<u>Description</u>	<u>Amount (£)</u>
End of Tenancy Clean	393.00
Check out	132.00
Check In	126.00
Letting Fee	3,168.00

### Reletting [REDACTED] 13/12/2022

<u>Description</u>	<u>Amount (£)</u>
End of Tenancy Clean	336.00
Check out	174.00
Check In	150.00
Letting Fee	3,744.00

### Reletting [REDACTED] 31/07/2022

<u>Description</u>	<u>Amount (£)</u>
End of Tenancy Clean	504.00
Check out	174.00
Check In	150.00
Letting Fee	3,432.00

Reletting [REDACTED]

26/10/2022

<u>Description</u>	<u>Amount (£)</u>
End of Tenancy Clean	216.00
Check out	174.00
Check in	126.00
Letting Fee	2,592.00

Reletting [REDACTED]

30/11/2021

<u>Description</u>	<u>Amount (£)</u>
End of Tenancy Clean	492.00
Check out	168.00
Check In	144.00
Letting Fee	3,120.00

**TOTAL UNEXPECTED COSTS: 27,349.80**



# DAC BEACHCROFT

Space Investments Limited  
15 Theed Street  
London  
SE1 8ST

Telephone: [REDACTED]  
VAT No: GB 108 2465 29

## Noise nuisance - 670 Old Kent Road London

### INTERIM ACCOUNT

Period: ~~21 November 2022~~ to 25 January 2023

To our professional fees in connection with • Reviewing and collating documents from the client and land registry; • Liaising with the licencing authority to confirm validity of Wazobia licence; • Case Law research; • Regular reporting to the client as to the progress of the matter; • Identifying a suitable barrister (Counsel) and agreeing their brief fee for advice in relation nuisance issues; • Preparing a brief to Counsel; and • Reviewing Counsels advice and summarising for the client

#### Disbursements

Land Registry Searches

Counsel: Mr Adrian Carr (Unpaid)

10-63987

	Amount	VAT Rate	VAT
	2,900.00	20.0%	580.00
	9.00	20.0%	1.80
	2,000.00	20.0%	400.00
Totals (GBP)	4,909.00		981.80

**TOTAL DUE (GBP)**

**5,890.80**

**PLEASE ARRANGE PAYMENT WITHIN OUR AGREED TERMS**

#### Remittance Information

##### Electronic Payment

Bank  
Name of Account  
Account Number  
Sort Code  
SWIFT Code  
IBAN No

##### Cheque Payment

Please make cheques payable to DAC Beachcroft LLP and send to:  
Administration Centre, Portwall Place, Portwall Lane, BRISTOL BS1 9HS

Please quote the Invoice number [REDACTED] when making payment. Remittance advices should be emailed to [accounts@dacbeachcroft.com](mailto:accounts@dacbeachcroft.com)  
**Failure to quote our invoice number will result in delays in allocation of your payment leaving this invoice outstanding.**

If you consider that our charges are higher than they ought to be, please contact your relationship partner. If that does not resolve matters, you may use our Complaints Procedure, or apply for assessment by the court under Part III of the Solicitors Act 1974.

**DAC BEACHCROFT**

Space Investments Limited  
15 Theed Street  
London  
SE1 8ST

**INVOICE NUMBER:** [REDACTED]

**Date & Tax Point:** 31 July 2023  
**Our Ref:** [REDACTED]  
**Your Ref:** [REDACTED]  
**Your Contact:** [REDACTED]

Telephone: [REDACTED]  
VAT No: GB 108 2465 29

**Noise nuisance - 670 Old Kent Road London****INTERIM ACCOUNT**

Period: 26 January 2023 to 31 July 2023

To our professional fees in connection with -

- Identifying 3 suitable experts and reviewing CVs
- Procuring 3 quotations
- Procuring revised quotations based on a reduced scope of work
- Negotiation of fee quotation with Airo.

	Amount	VAT Rate	VAT
	1,620.00	20.0%	324.00
Totals (GBP)	1,620.00		324.00

**TOTAL DUE (GBP)****1,944.00**

**PLEASE ARRANGE PAYMENT WITHIN OUR AGREED TERMS**

**Remittance Information****Electronic Payment**

Bank  
Name of Account  
Account Number  
Sort Code  
SWIFT Code  
IBAN No

**Cheque Payment**

Please make cheques payable to DAC Beachcroft LLP  
and send to:  
Administration Centre, Portwall Place, Portwall Lane, BRISTOL  
BS1 9HS

Please quote the invoice number [REDACTED] when making payment. Remittance advices should be emailed to [accounts@dacbeachcroft.com](mailto:accounts@dacbeachcroft.com)  
**Failure to quote our invoice number will result in delays in allocation of your payment leaving this invoice outstanding.**

If you consider that our charges are higher than they ought to be, please contact your relationship partner. If that does not resolve matters, you may use our Complaints Procedure, or apply for assessment by the court under Part III of the Solicitors Act 1974.

# anyclean<sup>®</sup>

## Sales Invoice

THE PASSION PROPERTY GROUP  
15 Theed Street  
London  
SE1 8ST

Invoice Date  
3 Aug 2023

Invoice Number  
[REDACTED]

VAT Number  
GB821179638

Anyclean Premium Ltd  
124 City Road  
London  
EC1V 2NX  
020 7099 8964  
<https://www.anyclean.co.uk>

Description	Quantity	Unit Price	VAT	Amount GBP
End of Tenancy and Carpet clean on 31/07/2023 @ [REDACTED]	1.00	315.00	20%	315.00
Congestion charge	1.00	15.00	No VAT	15.00
			Subtotal	330.00
			TOTAL NO VAT	0.00
			TOTAL VAT 20%	63.00
			<b>TOTAL GBP</b>	<b>393.00</b>

**Due Date: 2 Sep 2023**

Bank payment details:

Anyclean Premium Ltd  
[REDACTED]

## INVOICE

HOME INVENTORIES

Treadwell House | Treadwell Road | Epsom | Surrey | KT18 5JR

08450 341 130

mail@homeinventories.co.uk

homeinventories.co.uk

Invoice Date 29/07/2023  
 Invoice Number [REDACTED]  
 VAT Number 906 9449 92

Passion Property  
 Passion Property London  
 † Valentine Place  
 South Bank  
 London  
 SE1 8QH  
 United Kingdom



DESCRIPTION	QTY	Unit Price	Net	VAT Rate	VAT	Amount
Check Out for [REDACTED] Bed Part Furnished Flat - Purpose build)	1	£110.00	£110.00	20%	£22.00	£132.00

NET £110.00

VAT (20%) £22.00

TOTAL £132.00

## Additional Comments

Payment due within 30 days of invoice



# INVOICE



Treadwell House | Treadwell Road | Epsom | Surrey | KT18 5JR

08450 341 130

mail@homeinventories.co.uk

homeinventories.co.uk

**Invoice Date** 01/08/2023  
**Invoice Number** [REDACTED]  
**VAT Number** 906 9449 92

Passion Property  
 Passion Property London  
 1 Valentine Place  
 South Bank  
 London  
 SE1 8QH  
 United Kingdom



DESCRIPTION	QTY	Unit Price	Net	VAT Rate	VAT	Amount
Check In for [REDACTED] (2 Bed Part Furnished Flat - Purpose build)	1	£105.00	£105.00	20%	£21.00	£126.00

NET £105.00

VAT (20%) £21.00

**TOTAL £126.00**

### Additional Comments

Payment due within 30 days of invoice



# Hemmingfords

Passion Property Group  
15, Theed Street  
London  
SE1 8ST

4th August 2023  
Statement No : 1

## Statement

Expenditure	Amount	VAT	Gross
04/08/2023 Letting Fee	£2640.00	£528.00	£3168.00
	£2640.00	£528.00	£3168.00

### Summary

Balance from previous statement New	£0.00
Balance	£-3168.00
Balance Carried forward PAYMENT	£-3168.00
<b>AMOUNT</b>	<b>£0.00</b>

The amount shown will be transferred to your designated bank account as agreed.

### Our Invoice

Date	Invoice No.	VAT Reg	Fees	VAT @ 20.00%	Total
04/08/2023		GB303878201	£2640	£528.00	£3168.00

S P SERVICES LONDON LTD

INVOICE NUMBER: [REDACTED]  
 ACCOUNT REF: [REDACTED]  
 DATE: 19/12/2022

**INVOICE TO:**  
 PASSION PROPERTY GROUP  
 15 THEED STREET  
 LONDON  
 SE1 8 ST

**FOR SERVICES AT:**  
 [REDACTED]  
 [REDACTED]

DESCRIPTION	TOTAL
[REDACTED]	
FULL PROFESSIONAL CLEAN SERVICE-PROPERTY VERY SOILEY OVEN, HOB, EXTRACTOR CLEAN	£240.00 £40.00
[REDACTED]	

1 GARFORD ST  
 LONDON, E14 8 JG  
 TELEPHONE [REDACTED]  
 VAT NO 427 9709 57

<b>SUBTOTAL</b>	£280.00
<b>VAT</b>	£56.00
<b>TOTAL</b>	£336.00

[REDACTED]

## INVOICE

HOMEINVENTORIES

Treadwell House | Treadwell Road | Epsom | Surrey | KT18 5JR

08450 341 130

mail@homeinventories.co.uk

homeinventories.co.uk

Invoice Reference	[REDACTED]
Invoice Date	26/10/2022
Invoice Number	[REDACTED]
VAT Number	906 9449 92

Passion Property  
 Passion Property London  
 1 Valentine Place  
 South Bank  
 London  
 SE1 8QH  
 United Kingdom

DESCRIPTION	QTY	Unit Price	Net	VAT Rate	VAT	Amount
Check Out for [REDACTED] United Kingdom (2 Bed Furnished Apartment)	1	£145.00	£145.00	20%	£29.00	£174.00

NET £145.00

VAT (20%) £29.00

TOTAL £174.00

## Additional Comments

Payment due within 30 days of invoice

[REDACTED]

[REDACTED]



# INVOICE

## HOME INVENTORIES

Treadwell House | Treadwell Road | Epsom | Surrey | KT18 5JR

08450 341 130

mail@homeinventories.co.uk

homeinventories.co.uk

<b>Invoice Date</b>	15/12/2022
<b>Invoice Number</b>	[REDACTED]
<b>VAT Number</b>	906 9449 92

Passion Property  
 Passion Property London  
 1 Valentine Place  
 South Bank  
 London  
 SE1 8QH  
 United Kingdom

DESCRIPTION	QTY	Unit Price	Net	VAT Rate	VAT	Amount
Check In for [REDACTED] United Kingdom (3 Bed Furnished Apartment)	1	£125.00	£125.00	20%	£25.00	£150.00

NET £125.00

VAT (20%) £25.00

**TOTAL £150.00**

### Additional Comments

Payment due within 30 days of invoice

[REDACTED]

[REDACTED]

# Hemmingfords

34 Upper Street  
N1 0PN  
Tel: 02038907470 Fax:  
Email: info@hemmingfords.co.uk

Passion Property Group  
15 Theed Street  
London  
SE1 8ST

Property Reference:  
Invoice Date: Invoice  
Number:

19/12/2022

## Invoice

Re: [REDACTED]

Items	Net £	VAT £	VAT %	Gross £
Letting Fee 10% Term- 12 Tenancy start- 15th December Rent- £600p/w	3120.00	624.00	20	3744.00



### VAT Summary

VAT Rate %20	Net £	VAT £	Gross £
	3120.00	624.00	3744.00

Subtotal	<b>£3120.00</b>
VAT	<b>£624.00</b>
Invoice Total	<b>£3744.00</b>

S P SERVICES LONDON LTD

INVOICE NUMBER: [REDACTED]  
 ACCOUNT REF: [REDACTED]  
 DATE: 15/08/2022

INVOICE TO:  
 PASSION PROPERTY GROUP  
 FIFTH FLOOR  
 ONE VALENTINE PLACE, LONDON  
 SE1 8QH

FOR SERVICES AT:  
 [REDACTED]

DESCRIPTION	TOTAL
FULL CLEAN SERVICE	£220.00
WINDOW CLEAN	£40.00
OVEN, HOB, EXTRACTOR CLEAN	£40.00
CARPET CLEAN SERVICE X 3	£120.00
[REDACTED]	
[REDACTED]	
SUBTOTAL	£420.00
V&E	£84.00
TOTAL	£504.00

AWAITING VAT NO.

[REDACTED]

# INVOICE

233



Treadwell House | Treadwell Road | Epsom | Surrey | KT18 5JR

08450 341 130

mail@homeinventories.co.uk

homeinventories.co.uk

Passion Property Group  
5th Floor  
London SE1 8QH

**Date** 01 August 2022  
**Invoice Ref** [REDACTED]  
**Branch** London  
**Order Ref**

## ADDRESS

[REDACTED]

## DETAILED ITEMISATION

Check Out - 3 Bedroom Fully Furnished Flat

Additional Rooms

<b>Total Excluding VAT</b>	£145.00
<b>VAT @ 20%</b>	£ 29.00
<b>Total Due</b>	<b>£174.00</b>

## PAYMENT DUE IMMEDIATELY

*Any invoices past 28 days may be subject to a £20 + VAT admin charge*

**Bank Details**

[REDACTED]

**Card Payments**

Please contact our office to make payment by card

[REDACTED]

[REDACTED]

# INVOICE

234



Treadwell House | Treadwell Road | Epsom | Surrey | KT18 5JR

08450 341 130

mail@homeinventories.co.uk

homeinventories.co.uk

Passion Property Group  
5th Floor  
London SE1 8QH

Date	08 August 2022
Invoice Ref	[REDACTED]
Branch	London
Order Ref	

## ADDRESS

[REDACTED]

## DETAILED ITEMISATION

### Check In - 3 Bedroom Fully Furnished Apartment

Additional Rooms

Total Excluding VAT	£125.00
VAT @ 20%	£ 25.00
<b>Total Due</b>	<b>£150.00</b>

## PAYMENT DUE IMMEDIATELY

*Any invoices past 28 days may be subject to a £20 + VAT admin charge.*

Bank Details [REDACTED]

Card Payments Please contact our office to make payment by card

[REDACTED]

# Hemmingfords

Passion Property Group  
15 Theed Street  
London  
SE1 8ST

Property Reference: [REDACTED]  
Invoice Date: 10/08/2022  
Invoice Number: [REDACTED]

## Invoice

Re: [REDACTED]

Items	Net £	VAT £	VAT %	Gross £
Letting Fee 10% Term- 12 Tenancy start- 8th August Rent- £550p/w	2860.00	572.00	20	3432.00

### VAT Summary

VAT Rate %	Net £	VAT £	Gross £
20	2860.00	572.00	3432.00

Subtotal	<b>£2860.00</b>
VAT	<b>£572.00</b>
Invoice Total	<b>£3432.00</b>

## S P SERVICES LONDON LTD

INVOICE NUMBER: [REDACTED]

ACCOUNT REF: [REDACTED]

DATE:

31/10/2022

INVOICE TO:  
 PASSION PROPERTY GROUP  
 FIFTH FLOOR  
 ONE VALENTINE PLACE  
 LONDON  
 SE1 8QH

FOR SERVICES AT:  
 [REDACTED]

DESCRIPTION	TOTAL
PROFESSIONAL CLEAN SERVICE 27/10	£180.00
[REDACTED]	
<b>SUBTOTAL</b>	£180.00
vat	£36.00
<b>TOTAL</b>	£216.00

1 GARFORD ST  
 LONDON, E14 8 JG  
 TELEPHONE [REDACTED]

AWAITING VAT NO.  
[REDACTED]

## INVOICE

HOMEINVENTORIES

Treadwell House | Treadwell Road | Epsom | Surrey | KT18 5JR

08450 341 130

mail@homeinventories.co.uk

homeinventories.co.uk

Invoice Date	28/10/2022
Invoice Number	[REDACTED]
VAT Number	906 9449 92

Passion Property  
 Passion Property London  
 1 Valentine Place  
 South Bank  
 London  
 SE1 8QH  
 United Kingdom

DESCRIPTION	QTY	Unit Price	Net	VAT Rate	VAT	Amount
Check In for [REDACTED] Uni ted Kingdom (2 Bed Furnished Apartment)	1	£105.00	£105.00	20%	£21.00	£126.00

NET £105.00

VAT (20%) £21.00

**TOTAL £126.00**

## Additional Comments

AT- 2/11/22

Payment due within 30 days of invoice





# INVOICE



Treadwell House | Treadwell Road | Epsom | Surrey | KT18 5JR

08450 341 130

mail@homeinventories.co.uk

homeinventories.co.uk

<b>Invoice Date</b>	13/12/2022
<b>Invoice Number</b>	[REDACTED]
<b>VAT Number</b>	906 9449 92

Passion Property  
 Passion Property London  
 1 Valentine Place  
 South Bank  
 London  
 SE1 8QH  
 United Kingdom

DESCRIPTION					VAT	Amount
Check Out for [REDACTED] United Kingdom (3 Bed Furnished Apartment)	1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]  
 [REDACTED]  
 [REDACTED] 174.00

## Additional Comments

Payment due within 30 days of invoice

[REDACTED]

[REDACTED]

Passion Property Group  
15 Theed Street  
London  
SE1 8ST

Property Reference:  
Invoice Date: Invoice  
Number:

28/10/2022

Invoice

Re:

Items	Net £	VAT £	VAT %	Gross £
Letting Fee 10% Term- 12 Tenancy start- 28th October Rent- £1800 pcm	2160.00	432.00	20	2592.00

#### VAT Summary

VAT Rate %	Net £	VAT £	Gross £
20	2160.00	432.00	2592.00

Subtotal	<b>£2160.00</b>
VAT	<b>£432.00</b>
Invoice Total	<b>£2592.00</b>

SHINERS PROPERTY SERVICES LTD  
 90 Saunders Ness Rd  
 LONDON  
 E14 3EA



PASSION PROPERTY GROUP  
 FIFTH FLOOR  
 ONE VALENTINE PLACE  
 LONDON  
 SE1 8QH

## INVOICE

Page 1

Invoice No	██████████
Invoice Date	03/12/2021
Order No	
Account Ref	██████████

Quantity	Description	Unit Price	Net Amt	VAT %	VAT
1.00	████████████████████	0.00	0.00	20.00	0.00
1.00	END OF TENANCY CLEAN SERVICE	180.00	180.00	20.00	36.00
1.00	OVEN, HOB, EXTRACTOR CLEAN	50.00	50.00	20.00	10.00
1.00	CARPET CLEAN service	150.00	150.00	20.00	30.00
1.00	WINDOW CLEAN	30.00	30.00	20.00	6.00

**Deliver To :**

████████████████████

████████████████████

Total Net Amount	£	410.00
Carriage Net	£	0.00
Total Tax Amount	£	82.00
Invoice Total	£	492.00



## INVOICE



Treadwell House | Treadwell Road | Epsom | Surrey | KT18 5JR

08450 341 130

mail@homeinventories.co.uk

homeinventories.co.uk

Passion Property Group  
5th Floor  
London SE1 8QH

Date 30 November 2021

Invoice Ref [REDACTED]

Branch London

Order Ref

## ADDRESS

[REDACTED]

## DETAILED ITEMISATION

Check Out - 3 Bedroom Fully Furnished Flat

Additional Rooms

Total Excluding VAT £140.00

VAT @ 20% £ 28.00

**Total Due** £168.00

## PAYMENT DUE IMMEDIATELY

*Any invoices past 28 days may be subject to a £20 + VAT admin charge*

Bank Details [REDACTED]

Card Payments

Please contact our office to make payment by card [REDACTED]

# INVOICE

## HOMEINVENTORIES

Treadwell House | Treadwell Road | Epsom | Surrey | KT18 5JR

08450 341 130

mail@homeinventories.co.uk

homeinventories.co.uk

Passion Property Group  
5th Floor  
London SE1 8QH

Date 01 December 2021

Invoice Ref [REDACTED]

Branch London

Order Ref

### ADDRESS

### DETAILED ITEMISATION

Check In - 3 Bedroom Fully Furnished Flat

Additional Rooms

Total Excluding  
VAT

£120.00

VAT @ 20%

£ 24.00

**Total Due**

**£144.00**

### PAYMENT DUE IMMEDIATELY

*Any invoices past 28 days may be subject to a £20 + VAT admin charge*

Bank Details [REDACTED]

Card Payments

Please contact our office to make payment by card



Passion Property Group  
15 Theed Street  
London  
SE1 8ST

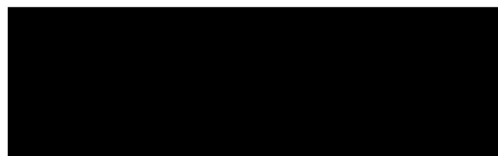
Property Reference:  
Invoice Date: Invoice  
Number:

01/12/2021

Invoice

Re: 

Items	Net £	VAT £	VAT %	Gross £
Letting Fee 10% Term- 12 Tenancy start- 1st December Rent- £500p/w	2600.00	520.00	20	3120.00



#### VAT Summary

VAT Rate %20	Net £	VAT £	Gross £
	2600.00	520.00	3120.00

Subtotal	<b>£2600.00</b>
VAT	<b>£432.00</b>
Invoice Total	<b>£3120.00</b>

## Appendix 7

Email correspondence between Space Investments Ltd and Southward Council Noise Nuisance department enclosed, reporting noise nuisance from Wazobia Restaurant, dated:

16<sup>th</sup> June 2021

26<sup>th</sup> May 2022

30<sup>th</sup> May 2022

6<sup>th</sup> June 2022

17<sup>th</sup> May 2023

12<sup>th</sup> July 2023

13<sup>th</sup> July 2023

14<sup>th</sup> July 2023

25<sup>th</sup> July 2023

26<sup>th</sup> July 2023

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 16 June 2021 11:09  
**To:** noiseandnuisance@southwark.gov.uk  
**Cc:** [REDACTED]  
**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

Dear Sirs,

Please see the below follow up email that we have received from our Tenants that reside above the above-mentioned restaurant.

We have a number of concerns here, not just to mention the anti-social behaviour towards our Tenant and the music being played in the very early hours, but the apparent lack of law abiding in respect of government guidance in response to the Covid-19 Pandemic.

It is abundantly clear that there is total disregard for the law and we wish to question whether the restaurant has a licence to be able to operate as it does until the early hours of the morning, mindful of what we are all experiencing.

There have been no end of documented reports concerning these types of similar gatherings in the press, and draw your attention to the below by way of an example:

<https://news.met.police.uk/news/police-break-up-rave-at-lambeth-nightclub-in-breach-of-covid-rules-427543>

As you can see our Tenant is seeking to terminate their agreement having only just recently moved in, which causes no end of problems for our organisation.

In the first instance we are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property.

We look forward to your swift response and advice of next steps.

Kind regards,

 **Passion**  
PROPERTY GROUP



Submit your maintenance request

Report Now

**From:** [REDACTED]  
**Sent:** 16 June 2021 08:46

**Subject:** Re: Noise Nuisance



Hello,

This is a follow up email regarding the progress of the noise from the DJ from the restaurant Wazobia directly downstairs. Unfortunately, it hasn't made any improvement. We have contacted the council, who have send their officers round but have told us they're unable to directly approach the owner, due to Covid regulations but they were able to send him a letter. We have tried to combat this via the council several times, with no luck.

At first it was just the TV which was at the highest volume and the bass disturbed sleep in our home. I had an issue with that one time in April. However that was a tiny taster of what it's like every Friday and Saturday evening with a DJ on a mic with a heavy based speaker up until 3am/4am. Which is the problem we have not.

Additionally, we contacted the police about the violation of Covid rules. I'm sure we were advised by someone ill informed as they assured us that the bar was well within their rights to have people up and dancing. They also put their shutters down during the duration of these parties which tells you all you need to know, as they open in day dining hours. As someone who works in hospitality I know that customers are required to remain seated during service in a restaurant until Boris advises us otherwise.

We are still going to be persistent with the council/police as this disturbance isn't minor.

Over the last view weeks we have had intense conversion with the owner who reminds us how long he's been there, and seems to think we have a personal issue with him. All we would like, kindly, is the music to be a reasonable level between 11pm -6am, due to studies and work. We did set a level with him, to tell the DJ to play the music at, however by 12am-4am this level is completely ignored.

Again we would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is effecting the well being of the three of us in the flat. We have a nightmare neighbour who we we were not informed ran a loud, bar setting establishment. We will be unable to live this way until April, as our landlord we need you to take action please.

On 29 May 2021, at 09:27, [REDACTED] wrote:

Dear [REDACTED]

Thank you for the below and we are sorry to learn of your recent experiences.

We are shocked to hear of this and more so at the response of the Manager.

In the first instance I would suggest notifying both the police and Southwark environmental control over the issue as they will have the rights to issue any sanctions on the owners below. There should also be questions over the trading hours and current Covid restrictions I would have thought.

We will happily support any claim you make, please do keep us informed and Alvyda will follow up with you early next week.

Kind regards,



On 29 May 2021, at 08:26,  wrote:

Hello,

I am emailing from 

We live directly on top of the restaurant Wazobia. We were not made aware by you, or any other party until we got here that they would play ridiculously loud music via a DJ from 10:30pm-4am every Friday, Saturday and bank holiday. Of we had that information, as students we would've made a decision based on that. To our knowledge it was a typical restaurant, unaware it doubled as a club setting.

Our flat and appliances shake from the bass downstairs, we can hear word for word what the DJ shouts through the mic.

We have had several face-to-face conversations and text message disputes about the noise disruptions with the Manager of the restaurant...

However he is unprofessional and very disrespectful in the manner in which he speaks to us, when all we ask is that the music turned down (which it isn't). He assured us this would continue for the duration of our stay here, and threatened to have us kicked out for continuing to ask him to turn it down. He also used personal and inappropriate details to try and divert attention from the issue, such as race.

We would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is directly affecting the wellbeing and livelihoods of members of the flat. It's exam season at university and I work full time on little sleep due to the disturbance.

Please contact me ASAP about this issue. Alternatively I can come to the offices to talk about the problem face to face.



**From:** [REDACTED]  
**Sent:** 16 June 2021 11:28  
**To:** Noise and Nuisance  
**Cc:** [REDACTED]  
**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [REDACTED]

Thank you for the swift response, very much appreciated and we will certainly ensure that our Tenants are aware of this information and to call when the next incident occurs.

Are you able to help us understand what type of licence the restaurant has?

There seems to be some history here:

<https://modern.gov.southwark.gov.uk/documents/s65479/Report%20Licensing%20Act%202003%20Wazobia%20Restaurant%20670%20Old%20Kent%20Road%20London%20SE15%201JF.pdf>

<https://afroukonline.co.uk/item/wazobia-nights-okr/>

Kind regards,



 **Passion**  
PROPERTY GROUP



Submit your maintenance request

Report Now

**From:** Noise and Nuisance <noiseandnuisance@southwark.gov.uk>  
**Sent:** 16 June 2021 11:19  
**To:** [REDACTED]  
**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [REDACTED]

I have looked through our records , we have only had one call in May 2021 about the above location. A officer visited, and nothing was witnessed that required action by the Noise & Nuisance Team. Nor any other behaviour , that required reporting to any other department or organisation.

Thus all I can advise is if any one feels that they are being disturbed , they should call us on 0207 525 5777.

Martin Talbot, Team Leader  
 Noise & Nuisance Team  
 Southwark Council  
 132 Queens Road  
 SE15 2HP  
[martin.talbot@southwark.gov.uk](mailto:martin.talbot@southwark.gov.uk)

**From:** [REDACTED]  
**Sent:** Wednesday, June 16, 2021 11:09 AM  
**To:** Noise and Nuisance  
**Cc:** [REDACTED]  
**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF  
**Importance:** High

Dear Sirs,

Please see the below follow up email that we have received from our Tenants that reside above the above-mentioned restaurant.

We have a number of concerns here, not just to mention the anti-social behaviour towards our Tenant and the music being played in the very early hours, but the apparent lack of law abiding in respect of government guidance in response to the Covid-19 Pandemic.

It is abundantly clear that there is total disregard for the law and we wish to question whether the restaurant has a licence to be able to operate as it does until the early hours of the morning, mindful of what we are all experiencing.

There have been no end of documented reports concerning these types of similar gatherings in the press, and draw your attention to the below by way of an example:

<https://news.met.police.uk/news/police-break-up-rave-at-lambeth-nightclub-in-breach-of-covid-rules-427543>

As you can see our Tenant is seeking to terminate their agreement having only just recently moved in, which causes no end of problems for our organisation.

In the first instance we are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property.

We look forward to your swift response and advice of next steps.

Kind regards,



 **Passion**  
PROPERTY GROUP



Submit your maintenance request

[Report Now](#)

**From:** [REDACTED]  
**Sent:** 16 June 2021 08:46  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Noise Nuisance

Hello,

This is a follow up email regarding the progress of the noise from the DJ from the restaurant Wazobia directly downstairs. Unfortunately, it hasn't made any improvement. We have contacted the council, who have send their officers round but have told us they're unable to directly approach the owner, due to Covid regulations but they were able to send him a letter. We have tried to combat this via the council several times, with no luck.

At first it was just the TV which was at the highest volume and the bass disturbed sleep in our home. I had an issue with that one time in April. However that was a tiny taster of what it's like every Friday and Saturday evening with a DJ on a mic with a heavy based speaker up until 3am/4am. Which is the problem we have not.


Additionally, we contacted the police about the violation of Covid rules. I'm sure we were advised by someone ill informed as they assured us that the bar was well within their rights to have people up and dancing. They also put their shutters down during the duration of these parties which tells you all you need to know, as they open in day dining hours. As someone who works in hospitality I know that customers are required to remain seated during service in a restaurant until Boris advises us otherwise.

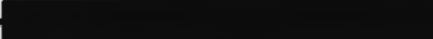
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On 29 May 2021, at 09:27  wrote:

Dear 

Thank you for the below and we are sorry to learn of your recent experiences.

We are shocked to hear of this and more so at the response of the Manager.

In the first instance I would suggest notifying both the police and Southwark environmental control over the issue as they will have the rights to issue any sanctions on the owners below. There should also be questions over the trading hours and current Covid restrictions I would have thought.

We will happily support any claim you make, please do keep us informed and Alvyda will follow up with you early next week.

Kind regards,



On 29 May 2021, at 08:26, [REDACTED] wrote:

Hello,

I am emailing from [REDACTED]

We live directly on top of the restaurant Wazobia. We were not made aware by you, or any other party until we got here that they would play ridiculously loud music via a DJ from 10:30pm-4am every Friday, Saturday and bank holiday. Of we had that information, as students we would've made a decision based on that. To our knowledge it was a typical restaurant, unaware it doubled as a club setting.

Our flat and appliances shake from the bass downstairs, we can hear word for word what the DJ shouts through the mic.

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Please contact me ASAP about this issue. Alternatively I can come to the offices to talk about the problem face to face.

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**From:** [REDACTED]  
**Sent:** 26 May 2022 13:12  
**To:** Noise and Nuisance  
**Cc:** [REDACTED]  
**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

**Tracking:**

<b>Recipient</b>	<b>Read</b>
Noise and Nuisance	
Luke Adams	Read: 26/05/2022 13:28

Dear Sirs,

Hope this email finds you well.

Further to the email chain below we want to report an ongoing noise nuisance from the above restaurant, where they are operate as night club beyond their licensed hours which escalates unacceptably loud noises through our residential apartments above.

The noise is reported to happen every Friday, Saturday and often Sundays and Bank Holidays. Our tenants advise they reported the issue to Southwark Council number of times as have we, inspections have been carried out and officers agreed the noise was a statutory nuisance. Sadly this doesn't seem to have affected anything, and the noise remains at the same level, and to the same late hours.

We have reported this ourselves several times over the past 5 years to both yourselves and the Freeholder and their agent, yet there has been no solution. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence.

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We have video / sound recordings by way of evidence should you need it, we can WeTransfer to you.

We look forward to your swift response.

Kind regards,

 **Passion**  
PROPERTY GROUP



Submit your maintenance request

Report Now

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**From:** Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

**Sent:** 16 June 2021 11:19

**To:** [REDACTED]

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [REDACTED]

I have looked through our records , we have only had one call in May 2021 about the above location. A officer visited, and nothing was witnessed that required action by the Noise & Nuisance Team. Nor any other behaviour , that required reporting to any other department or organisation.

Thus all I can advise is if any one feels that they are being disturbed , they should call us on 0207 525 5777.

Martin Talbot, Team Leader  
Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP  
[martin.talbot@southwark.gov.uk](mailto:martin.talbot@southwark.gov.uk)

---

**From:** [REDACTED]

**Sent:** Wednesday, June 16, 2021 11:09 AM

**To:** Noise and Nuisance

**Cc:** [REDACTED]

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

Dear Sirs,

Please see the below follow up email that we have received from our Tenants that reside above the above-mentioned restaurant.

We have a number of concerns here, not just to mention the anti-social behaviour towards our Tenant and the music being played in the very early hours, but the apparent lack of law abiding in respect of government guidance in response to the Covid-19 Pandemic.

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Report Now

From: [REDACTED]  
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 To: [REDACTED]  
 Cc: [REDACTED]  
 Subject: Re: Noise Nuisance

Hello,

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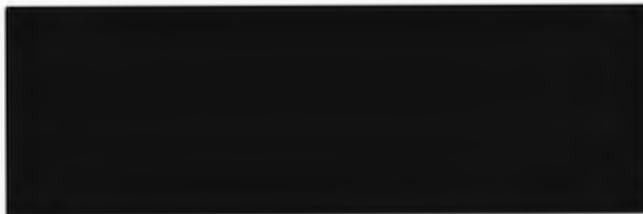
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[REDACTED]

---

**From:** Noise and Nuisance <noiseandnuisance@southwark.gov.uk>  
**Sent:** 30 May 2022 06:38  
**To:** [REDACTED]  
**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [REDACTED]

The Council deals with noise, and other associated problems by means of Statutory Nuisance . In that the problem is witnessed by an authorised officer, and in their opinion, the nuisance from one property would in the opinion of the officer, affect the average person's use or enjoyment of that property.

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Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP  
Call Centre number : 0207 525 5777

**From:** [REDACTED]  
**Sent:** Thursday, May 26, 2022 1:12 PM  
**To:** Noise and Nuisance <noiseandnuisance@southwark.gov.uk>  
**Cc:** [REDACTED]  
**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF  
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**From:** [Redacted]  
**Sent:** 06 June 2022 10:33  
**To:** 'Noise and Nuisance'  
**Cc:** [Redacted]  
**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

**Tracking:**

Recipient	Read
'Noise and Nuisance' [Redacted]	Read: 08/06/2022 12:56

Dear Sirs,

Thank you for the below.

We are aware that noise abatement notice has been issued to the Restaurant, regrettably this doesn't seem to have affected anything. We have on countless occasions together with our Tenants called upon the Noise and Nuisance Team at Southwark to attend to these ongoing issues. We have recorded documentation of the same with responses from your department over number of years.

We are losing significant sums of money over this matter in loss of rent and having to continue to re-let the properties on a frequent basis as occupants understandably cannot tolerate the illegal level of noise from the unlicensed nightclub on the ground floor and basement.

We can continue to log calls and ask that our Tenants do the same, but we are going around in circles and need a more meaningful proposal on how to resolve this on-going issue. What would you suggest?

Kind regards,



Submit your maintenance request

Report Now

**From:** Noise and Nuisance <noiseandnuisance@southwark.gov.uk>  
**Sent:** 30 May 2022 06:38  
**To:** [Redacted]  
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Dear [Redacted]

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Southwark Council  
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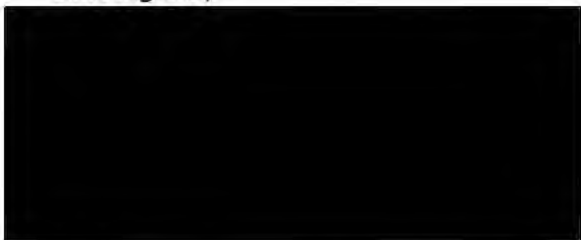
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It is abundantly clear that there is total disregard for the law and we wish to question whether the restaurant has a licence to be able to operate as it does until the early hours of the morning, mindful of what we are all experiencing.

There have been no end of documented reports concerning these types of similar gatherings in the press, and draw your attention to the below by way of an example:

<https://news.met.police.uk/news/police-break-up-rave-at-lambeth-nightclub-in-breach-of-covid-rules-427543>

As you can see our Tenant is seeking to terminate their agreement having only just recently moved in, which causes no end of problems for our organisation.

In the first instance we are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property.

We look forward to your swift response and advice of next steps.

Kind regards,



 **Passion**  
PROPERTY GROUP



Submit your maintenance request

Report Now

**From:** [Redacted]  
**Sent:** 16 June 2021 08:46  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** Re: Noise Nuisance

Hello,

This is a follow up email regarding the progress of the noise from the DJ from the restaurant Wazobia directly downstairs. Unfortunately, it hasn't made any improvement. We have contacted the council, who have send their officers round but have told us they're unable to directly approach the owner, due to Covid regulations but they were able to send him a letter. We have tried to combat this via the council several times, with no luck.

At first it was just the TV which was at the highest volume and the bass disturbed sleep in our home. I had an issue with that one time in April. However that was a tiny taster of what it's like every Friday and Saturday evening with a DJ on a mic with a heavy based speaker up until 3am/4am. Which is the problem we have not.


Additionally, we contacted the police about the violation of Covid rules. I'm sure we were advised by someone ill informed as they assured us that the bar was well within their rights to have people up and dancing. They also put their shutters down during the duration of these parties which tells you all you need to know, as they open in day dining hours. As someone who works in hospitality I know that customers are required to remain seated during service in a restaurant until Boris advises us otherwise.

We are still going to be persistent with the council/police as this disturbance isn't minor.

Over the last few weeks we have had intense conversation with the owner who reminds us how long he's been there, and seems to think we have a personal issue with him. All we would like, kindly, is the music to be a reasonable level between 11pm -6am, due to studies and work. We did set a level with him, to tell the DJ to play the music at, however by 12am-4am this level is completely ignored.

Again we would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is effecting the well being of the three of us in the flat. We have a **nightmare neighbour** who we were not informed ran a loud, bar setting establishment. We will be unable to live this way until April, as our landlord we need you to take action please.



On 29 May 2021, at 09:27, [REDACTED] wrote:

Dear [REDACTED]

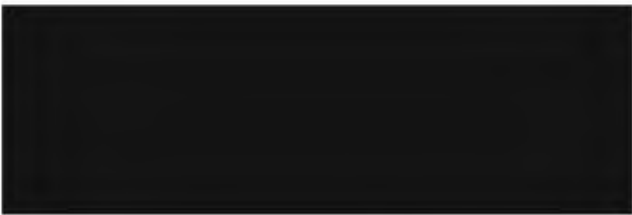
Thank you for the below and we are sorry to learn of your recent experiences.

We are shocked to hear of this and more so at the response of the Manager.

In the first instance I would suggest notifying both the police and Southwark environmental control over the issue as they will have the rights to issue any sanctions on the owners below. There should also be questions over the trading hours and current Covid restrictions I would have thought.

We will happily support any claim you make, please do keep us informed and Alvyda will follow up with you early next week.

**Kind regards,**



On 29 May 2021, at 08:26, [REDACTED] wrote:

Hello,

I am emailing from [REDACTED]

We live directly on top of the restaurant Wazobia. We were not made aware by you, or any other party until we got here that they would play ridiculously loud music via a DJ from 10:30pm-4am every Friday, Saturday and bank holiday. Of we had that information, as students we would've made a decision based on that. To our knowledge it was a typical restaurant, unaware it doubled as a club setting.

Our flat and appliances shake from the bass downstairs, we can hear word for word what the DJ shouts through the mic.

We have had several face-to-face conversations and text message disputes about the noise disruptions with the Manager of the restaurant...

However he is unprofessional and very disrespectful in the manner in which he speaks to us, when all we ask is that the music turned down (which it isn't). He assured us this would continue for the duration of our stay here, and threatened to have us kicked out for continuing to ask him to turn it down. He also used personal and inappropriate details to try and divert attention from the issue, such as race.

We would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is directly affecting the wellbeing and livelihoods of members of the flat. It's exam season at university and I work full time on little sleep due to the disturbance.

Please contact me ASAP about this issue. Alternatively I can come to the offices to talk about the problem face to face.

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 17 May 2023 11:00  
**To:** noiseandnuisance@southwark.gov.uk  
**Cc:** [REDACTED]  
**Subject:** RE: Noise Nuisance Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

**Tracking:**

Recipient	Read
noiseandnuisance@southwark.gov.uk [REDACTED]	Read: 18/05/2023 15:46

Dear Sirs,

Further to the below email trail we are still experiencing issue with Wazobia at the above mentioned property operating loud music and disturbing our tenants during late hours.

Tenants advised they have reported noise nuisance to yourselves to no avail.

As you will no doubt be aware this situation and lack of response from Southwark Noise Team has huge impact on residents health and safety, as well as our business.

Please find below latest comments received from residents above the restaurant, note there is many more that unfortunately keeps falling on your death ears:

*Yes we submitted a noise complaint at the time but yet to hear back. They are loud Friday and Saturday nights (sometimes they have parties on a Thursday as well) though this time they were substantially louder than usual. A fight between people at the party also broke out after the event on the street which kept us up. At one stage we opened our bedroom window to see what was going on as there was lots of yelling and swearing and saw one of the men in a headlock. On occasion there have been men blocking the door entrance to our building which as a female I haven't felt comfortable having to maneuver around them or press the code to open the door.*

*We have not found it enjoyable living above the restaurant since we moved in, and I was wondering if you were able to please confirm whether there is a tenancy break clause in our tenancy agreement or what our options are. We very much enjoy the apartment and you've been a wonderful help throughout the whole moving in process, but the location and constant noise from the restaurant has been affecting my sleep which has a toll on my mental health. I wear ear plugs but feel that I shouldn't need to if I want to sleep in my own apartment.*

*To keep you updated on the ongoing noise issues: we recently filed a complaint with the council, and received an inspection from noise nuisance team. The officers they sent over agreed that the noise was a statutory nuisance and issued a noise abatement notice for the below neighbours.*

*Sadly this doesn't seem to have affected anything, and the noise remains at the same level, and to the same late hours. We're aware that other tenants in the building have done the same thing, to the same effect.*

*Tonight particularly has been incredibly bad, more so than any other evenings. The music is not of a restaurant noise level but that of a night club and I can't really imagine how the apartments below us are managing. It started just*

after 2am and I was awoken by street noise of people arriving at the venue so it's certainly a party of some sort. I know there is an apartment below us with a baby so can only imagine how hard it is for them.

My en-suite room is right above the music! The floor is shaking, it feels like hell, all the musical bass and vibration affects the whole flat and my room in particular, till 4am every Friday and Saturday!  
It's unbearable. I am working in the bar and coming home to this craziness that I can't control and can't turn off. It's like hell.  
We have to do something with this because 2 days a week every single week no rest, no silence how it should be in a living area, we have to find a solution otherwise we will be considering moving out.

Following to our phone call this morning, I am writing you to let you know that yesterday we had a discussion with the restaurant Wazobia, it's only because he was playing music very loud on Friday night and this ended 3.45 in the morning, we only asked him politely to play the music not too loud so that other tenants won't be disturbed, he started shouting at me and saying that he has a Renting contract with him and he won't let us live at the property anymore. We are thinking why he said that or probably he is the landlord. He also said he is fully licensed and he can make noise at anytime. I would be really appreciate if someone from the agency can get in touch with him and solve the matter.

In addition to above we have now engaged into legal proceedings with the Landlord in regards to their Tenant (Wazobia). We have also engaged with independent acoustic experts, at considerable cost. We suspect it will be clearly determined in their subsequent report that there is a severe noise nuisance being caused by Wazobia. Upon confirmation of the information provided we reserve the right to recover our costs without hesitation from local authority.

We look forward to your swift response in this urgent matter.

Kind regards,



 **Passion**  
PROPERTY GROUP



Submit your maintenance request

Report Now

**From:** Noise and Nuisance <[noiseandnuisance@southwark.gov.uk](mailto:noiseandnuisance@southwark.gov.uk)>

**Sent:** Monday, May 30, 2022 6:38 AM

**To:** [Redacted]

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [Redacted]

The Council deals with noise, and other associated problems by means of Statutory Nuisance.

In that the problem is witnessed by an authorised officer, and in their opinion, the nuisance from one property would in the opinion of the officer, affect the average person's use or enjoyment of that property.

Various criteria are taken into consideration, volume and characteristic of the noise, time of day and duration, as well as the area.

Only what the officer witness's during their visit can be taken into consideration, allowing for the time of day and other variables.

If the issues witnessed are not within the remit of the team , will pass the information to any relevant team or organisation, if any.

The pertinent point is that all problems have to be witnessed by the authorised officer, if we are to take action.

Call us when you feel that you are being disturbed, whilst the problem is ongoing, via the Environmental Call Centre on 0207 525 5777.

If the problem can then be witnessed by an authorised officer, the appropriate action will be taken by us.

The Noise Rapid Response operation times are as follows:

7.00 am Friday through to 2.30 am Tuesday, and then 7.00am through to 2.30am the following morning on Tuesday, Wednesday & Thursday.

Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP  
Call Centre number : 0207 525 5777

From: [REDACTED]  
Sent: Thursday, May 26, 2022 1:12 PM  
To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>  
Cc: [REDACTED]  
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF  
Importance: High

Dear Sirs,

Hope this email finds you well.

Further to the email chain below we want to report an ongoing noise nuisance from the above restaurant, where they are operate as night club beyond their licensed hours which escalates unacceptably loud noises through our residential apartments above.

The noise is reported to happen every Friday, Saturday and often Sundays and Bank Holidays. Our tenants advise they reported the issue to Southwark Council number of times as have we, inspections have been caried out and officers agreed the noise was a statutory nuisance. Sadly this doesn't seem to have affected anything, and the noise remains at the same level, and to the same late hours.

We have reported this ourselves several times over the past 5 years to both yourselves and the Freeholder and their agent, yet there has been no solution. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence.

Before we seek legal advice from our Company Solicitors we would like to understand what you can do from your perspective to impose enforcement against the occupant who seem to be operating without a care in the world for anyone but themselves.

We have video / sound recordings by way of evidence should you need it, we can WeTransfer to you.

We look forward to your swift response.

Kind regards,



 **Passion**  
PROPERTY GROUP



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[Report Now](#)

**\*\*Have you registered with our new Tenant Portal yet, [click here](#)?\*\***

**From:** Noise and Nuisance <[noiseandnuisance@southwark.gov.uk](mailto:noiseandnuisance@southwark.gov.uk)>

**Sent:** 16 June 2021 11:19

**To:** [REDACTED]

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [REDACTED]

I have looked through our records , we have only had one call in May 2021 about the above location. A officer visited, and nothing was witnessed that required action by the Noise & Nuisance Team. Nor any other behaviour , that required reporting to any other department or organisation.

Thus all I can advise is if any one feels that they are being disturbed , they should call us on 0207 525 5777.

Martin Talbot, Team Leader  
Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP  
[martin.talbot@southwark.gov.uk](mailto:martin.talbot@southwark.gov.uk)

---

**From:** [REDACTED]

**Sent:** Wednesday, June 16, 2021 11:09 AM

**To:** Noise and Nuisance

**Cc:** [REDACTED]

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

Dear Sirs,

Please see the below follow up email that we have received from our Tenants that reside above the above-mentioned restaurant.

We have a number of concerns here, not just to mention the anti-social behaviour towards our Tenant and the music being played in the very early hours, but the apparent lack of law abiding in respect of government guidance in response to the Covid-19 Pandemic.

It is abundantly clear that there is total disregard for the law and we wish to question whether the restaurant has a licence to be able to operate as it does until the early hours of the morning, mindful of what we are all experiencing.

There have been no end of documented reports concerning these types of similar gatherings in the press, and draw your attention to the below by way of an example:

<https://news.met.police.uk/news/police-break-up-rave-at-lambeth-nightclub-in-breach-of-covid-rules-427543>

As you can see our Tenant is seeking to terminate their agreement having only just recently moved in, which causes no end of problems for our organisation.

In the first instance we are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property.

We look forward to your swift response and advice of next steps.

Kind regards,



 **Passion**  
PROPERTY GROUP



Submit your maintenance request

Report Now

**From:** [Redacted]  
**Sent:** 16 June 2021 08:46  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** Re: Noise Nuisance

Hello,

This is a follow up email regarding the progress of the noise from the DJ from the restaurant Wazobia directly downstairs. Unfortunately, it hasn't made any improvement. We have contacted the council, who have send their officers round but have told us they're unable to directly approach the owner, due to Covid regulations but they were able to send him a letter. We have tried to combat this via the council several times, with no luck.

At first it was just the TV which was at the highest volume and the bass disturbed sleep in our home. I had an issue with that one time in April. However that was a tiny taster of what it's like every Friday and Saturday evening with a DJ on a mic with a heavy based speaker up until 3am/4am. Which is the problem we have not.

Additionally, we contacted the police about the violation of Covid rules. I'm sure we were advised by someone ill informed as they assured us that the bar was well within their rights to have people up and dancing. They also put

their shutters down during the duration of these parties which tells you all you need to know, as they open in day dining hours. As someone who works in hospitality I know that customers are required to remain seated during service in a restaurant until Boris advises us otherwise.

We are still going to be persistent with the council/police as this disturbance isn't minor.

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Again we would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is effecting the well being of the three of us in the flat. We have a nightmare neighbour who we we were not informed ran a loud, bar setting establishment. We will be unable to live this way until April, as our landlord we need you to take action please.



On 29 May 2021, at 09:27, [REDACTED] wrote:

Dear [REDACTED]

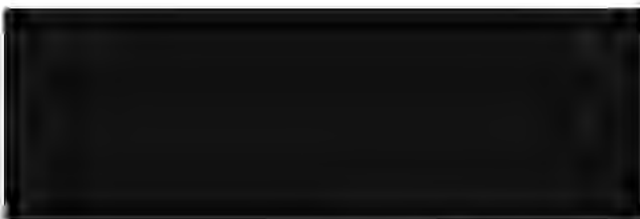
Thank you for the below and we are sorry to learn of your recent experiences.

We are shocked to hear of this and more so at the response of the Manager.

In the first instance I would suggest notifying both the police and Southwark environmental control over the issue as they will have the rights to issue any sanctions on the owners below. There should also be questions over the trading hours and current Covid restrictions I would have thought.

We will happily support any claim you make, please do keep us informed and Alvyda will follow up with you early next week.

Kind regards,



On 29 May 2021, at 08:26, [REDACTED] wrote:

Hello,

am emailing (ran [REDACTED])

We live directly on top of the restaurant Wazobia. We were not made aware by you, or any other party until we got here that they would play ridiculously loud music via a DJ from 10:30pm-4am every Friday, Saturday and bank holiday. Of we had that

information, as students we would've made a decision based on that. To our knowledge it was a typical restaurant, unaware it doubled as a club setting.

Our flat and appliances shake from the bass downstairs, we can hear word for word what the DJ shouts through the mic.

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However he is unprofessional and very disrespectful in the manner in which he speaks to us, when all we ask is that the music turned down (which it isn't). He assured us this would continue for the duration of our stay here, and threatened to have us kicked out for continuing to ask him to turn it down. He also used personal and inappropriate details to try and divert attention from the issue, such as race.

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Please contact me ASAP about this issue. Alternatively I can come to the offices to talk about the problem face to face.



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**From:** [REDACTED]  
**Sent:** 12 July 2023 15:53  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF  
**Importance:** High  
**Tracking:** Recipient Read  
 licensing@southwark.gov.uk

Read: 12/07/2023 16:01

Read: 12/07/2023 15:54

Dear Sirs,

We hope that this email finds you well.

We wish to bring to your attention an on-going matter with regard to the above-mentioned restaurant - situated below five residential apartments that we, Space Investments Limited, own on a long leasehold basis. We manage the properties ourselves.

The restaurant becomes a night club from Thursday night onwards, causing severe noise nuisance to our properties, the residents above and surrounding neighbour properties. Noise and vibrations are felt from the ground up with constant thuds of music and is a huge disturbance to residents in the apartments. There are often frequent gatherings outside the restaurant too, that are intimidating to our residents, who are complaining to us that they feel too unsafe to leave/enter their home. In some instances, there have been threats of violence towards our Tenants where the Police have also been contacted.

We have been in continuous contact with Southwark Noise and Nuisance/Environmental Health for over 6 years (all documented), as have the residents of the above-mentioned flats. We are aware of number of officers visits to witness the noise during the early hours, and outside of any licenced timings. A noise abatement notice has also been issued to the owner of Wazobia Restaurant, yet this had no affect and if anything matters are now worse.

We also engaged with the Superior Landlord (Freeholder) in regard to their Tenant (Wazobia); but they have shown little interest in reviewing as are more concerned with having the unit occupied and collecting rent.

The constant noise has a huge impact on our Tenants health, safety and general wellbeing. Our residents have lost hope over the poor response from Southwark Noise and Nuisance team and instead of seeking assistance from the borough, who should support them; simply opt to break their tenancy agreements early and move out.

As you can appreciate this is a tiresome and stressful process for all concerned and becoming a financial burden to us each time a Tenant seeks to want to vacate. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence. We are taking legal advice on the



matter concerning the restaurant on the ground floor, as yet more cost, and also seeking expert witness noise and nuisance consultancy in further proving our claim.

We are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property. We hope to be able to engage with you swiftly as the problem persists and needs your support.

We should be grateful for your comments and swift response in this urgent matter.

Kind regards,



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**From:** Noise and Nuisance <noiseandnuisance@southwark.gov.uk>  
**Sent:** 13 July 2023 12:52  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear [REDACTED]

It may help in the first instance if I explained :

The Council deals with noise, and other associated problems by means of Statutory Nuisance . In that the problem is witnessed by an authorised officer, and in their opinion, the nuisance from one property would in the opinion of the officer, affect the average person's use or enjoyment of that property.

Various criteria are taken into consideration, volume and characteristic of the noise, time of day and duration, as well as the area.

Only what the officer witness's during their visit can be taken into consideration, allowing for the time of day and other variables.

If the issues witnessed are not within the remit of the team, we will pass the information to any relevant team or organisation, if any.

The pertinent point is that all problems have to be witnessed by the authorised officer, if we are to take action.

I have looked through our records, these show that all our responses to complaints made against this location.

Follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law.

Since the Notice was issued, there have been a number of complaints, but no further "Statutory Noise Nuisance", has been witnessed.

Thus currently, there is no further action that can be taken in this matter.

Thus all I can advise, if that one of your residents feels that they are being disturbed, they should call us when it is happening on 0207 525 5777.

Our operation times are as follows:

7.00 am Friday through to 2.30 am Tuesday, and then 7.00am through to 2.30am the following morning on Tuesday, Wednesday & Thursday."

We will not obviously be able to attend ever call and witness a nuisance.

You could, if you so wish financially support your residents, should they wish to expedite this matter by taking their own legal action in this matter

Martin Talbot, Team Leader  
Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP  
Mobile :07985 213538  
direct tel: 0207 525 2450  
team tel : 0207 525 3171  
martin.talbot@southwark.gov.uk

From: [REDACTED]  
Sent: Wednesday, July 12, 2023 3:53 PM

Cc: [REDACTED]  
Subject: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF  
Importance: High

Dear Sirs,

We hope that this email finds you well.

We wish to bring to your attention an on-going matter with regard to the above-mentioned restaurant - situated below five residential apartments that we, Space Investments Limited, own on a long leasehold basis. We manage the properties ourselves.

The restaurant becomes a night club from Thursday night onwards, causing severe noise nuisance to our properties, the residents above and surrounding neighbour properties. Noise and vibrations are felt from the ground up with constant thuds of music and is a huge disturbance to residents in the apartments. There are often frequent gatherings outside the restaurant too, that are intimidating to our residents, who are complaining to us that they feel too unsafe to leave/enter their home. In some instances, there have been threats of violence towards our Tenants where the Police have also been contacted.

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The constant noise has a huge impact on our Tenants health, safety and general wellbeing. Our residents have lost hope over the poor response from Southwark Noise and Nuisance team and instead of seeking assistance from the borough, who should support them; simply opt to break their tenancy agreements early and move out.

As you can appreciate this is a tiresome and stressful process for all concerned and becoming a financial burden to us each time a Tenant seeks to want to vacate. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence. We are taking legal advice on the matter concerning the restaurant on the ground floor, as yet more cost, and also seeking expert witness noise and nuisance consultancy in further proving our claim.

We are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property. We hope to be able to engage with you swiftly as the problem persists and needs your support.

We should be grateful for your comments and swift response in this urgent matter.

Kind regards,



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The Council Property Group Limited Registered Office: 25th Floor



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**From:****Sent:**

14 July 2023 15:03

**To:** **Cc:****Subject:**

RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Attachments:**

RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:**

High

**Tracking:****Recipient**Noise and Nuisance 

Read: 14/07/2023 15:10

Read: 14/07/2023 15:04

Dear Martin,

Thank you for your timely response, sincerely appreciated.

Regretfully your email and tone is rather disappointing and to put it mildly, woolly!

We note your comments on 'Statutory Nuisance', though could you please assist further in helping our understanding of this paragraph:

*"I have looked through or records, these show that all our responses to complaints made against this location Follow the primary legislation, the guidance issued. the enforcement concordat and the relevant case law.**Since the Notice was issued, there have been a number of complaints but no further "Statutory Noise Nuisance", has been witnessed.*

This seems to confirm that you have attended the above referred to property on several occasions and are therefore aware of the on-going matter regards to noise nuisance. Please confirm.

Your department has been notified on several occasions as to the 'statutory nuisance' being caused by the restaurant on the ground floor. Our residents have called and complained during the early hours to report this and we have provided you with sound recordings of the disturbance too. Our opinion is that this case is concrete and will stand up in court. Furthermore, per our initial email we are seeking independent professional recordings of the continuing nuisance, which will not only strengthen our case, but demonstrate your failings.

Is it reasonable to expect our Tenants to continue to call your department at 3am in the morning? Is it reasonable for us to surrender our Tenancy agreements and seek to re-let the property at significant expense to us, compounded by current economic climate?

We are seeking to obtain support from you and your peers with this matter. We are concerned at the lack of support to date and again seems as though we are being 'fobbed' off with the below response.

Please regard this email and that of 12<sup>th</sup> July 2023 (below) as a formal complaint from each of the 5 properties directly affected by the severe noise nuisance being caused by the restaurant. We need to understand what action you will be taking this weekend and every weekend until you can demonstrate without a margin of any doubt that there is no nuisance being caused.

For the time being we will seek to ignore this comment:

*"You could, if you so wish financially support your residents, should they wish to expedite this matter by taking their own legal action in this matter"*

Although reserve the right to be able to reference it in the future, should we need.

For the avoidance of any doubt; please be assured that this matter will not go away, so please assure us that you are giving us the proper 'statutory' attention it deserves!

We have copied seniors within the Local Authority including the local MP in case this should go amiss.

We look forward to your cooperation and swift response.

Kind regards,



 **Passion**  
PROPERTY GROUP



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**From:** Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

**Sent:** Thursday, July 13, 2023 12:52 PM

**To:** [Redacted]

**Cc:** Magbadelo, Peter <Peter.Magbadelo@southwark.gov.uk>

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [Redacted]

It may help in the first instance if I explained :

The Council deals with noise, and other associated problems by means of Statutory Nuisance . In that the problem is witnessed by an authorised officer, and in their opinion, the nuisance from one property would in the opinion of the officer, affect the average person's use or enjoyment of that property.

Various criteria are taken into consideration, volume and characteristic of the noise, time of day and duration, as well as the area.

Only what the officer witness's during their visit can be taken into consideration, allowing for the time of day and other variables.

If the issues witnessed are not within the remit of the team, we will pass the information to any relevant team or organisation, if any.

The pertinent point is that all problems have to be witnessed by the authorised officer, if we are to take action.

I have looked through our records, these show that all our responses to complaints made against this location.

Follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law.

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Thus currently, there is no further action that can be taken in this matter.

Thus all I can advise, if that one of your residents feels that they are being disturbed, they should call us when it is happening on 0207 525 5777.

Our operation times are as follows:

7.00 am Friday through to 2.30 am Tuesday, and then 7.00am through to 2.30am the following morning on Tuesday, Wednesday & Thursday."

We will not obviously be able to attend ever call and witness a nuisance.

You could, if you so wish financially support your residents, should they wish to expedite this matter by taking their own legal action in this matter

Martin Talbot, Team Leader  
Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP  
Mobile :07985 213538  
direct tel: 0207 525 2450  
team tel : 0207 525 3171  
martin.talbot@southwark.gov.uk

From: [REDACTED]

Sent: Wednesday, July 12, 2023 3:53 PM

[REDACTED]

[REDACTED]

**Subject:** Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

Dear Sirs,

We hope that this email finds you well.

We wish to bring to your attention an on-going matter with regard to the above-mentioned restaurant - situated below five residential apartments that we, Space Investments Limited, own on a long leasehold basis. We manage the properties ourselves.

The restaurant becomes a night club from Thursday night onwards, causing severe noise nuisance to our properties, the residents above and surrounding neighbour properties. Noise and vibrations are felt from the ground up with constant thuds of music and is a huge disturbance to residents in the apartments. There are often frequent gatherings outside the restaurant too, that are intimidating to our residents, who are complaining to us that they feel too unsafe to leave/enter their home. In some instances, there have been threats of violence towards our Tenants where the Police have also been contacted.

We have been in continuous contact with Southwark Noise and Nuisance/Environmental Health for over 6 years (all documented), as have the residents of the above-mentioned flats. We are aware of number of officers visits to witness the noise during the early hours, and outside of any licenced timings. A noise abatement notice has also been issued to the owner of Wazobia Restaurant, yet this had no affect and if anything matters are now worse.

We also engaged with the Superior Landlord (Freeholder) in regard to their Tenant (Wazobia); but they have shown little interest in reviewing as are more concerned with having the unit occupied and collecting rent.

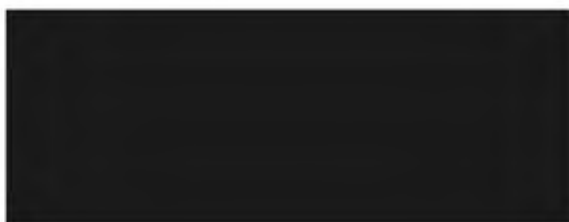
The constant noise has a huge impact on our Tenants health, safety and general wellbeing. Our residents have lost hope over the poor response from Southwark Noise and Nuisance team and instead of seeking assistance from the borough, who should support them; simply opt to break their tenancy agreements early and move out.

As you can appreciate this is a tiresome and stressful process for all concerned and becoming a financial burden to us each time a Tenant seeks to want to vacate. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence. We are taking legal advice on the matter concerning the restaurant on the ground floor, as yet more cost, and also seeking expert witness noise and nuisance consultancy in further proving our claim.

We are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property. We hope to be able to engage with you swiftly as the problem persists and needs your support.

We should be grateful for your comments and swift response in this urgent matter.

**Kind regards,**







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**From:**



**Sent:**

25 July 2023 16:30

**To:**

'Noise and Nuisance'; 'licensing@southwark.gov.uk';



**Cc:**

**Subject:**

RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:**

High

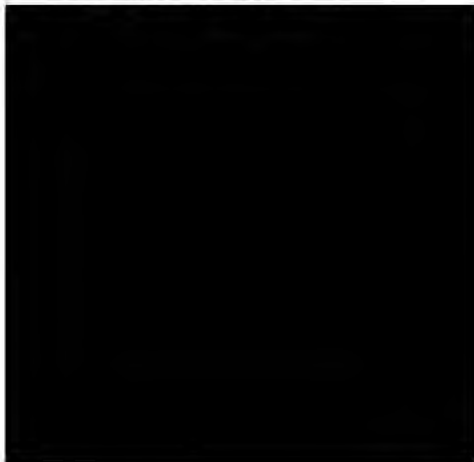
**Tracking:**

**Recipient**

**Read**

'Noise and Nuisance'

'licensing@southwark.gov.uk'



Read: 26/07/2023 13:10

Read: 25/07/2023 17:18

Dear Martin,

Further to your lack of response or even curtesy of a reply to the below, we assume that this confirms your negligence in dealing with complaints of this nature and therefore reserve the right to use this against you as the matter escalates through the legal channels.

Kind regards,



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Report Now

From: [REDACTED]  
 Sent: Friday, July 14, 2023 3:03 PM  
 To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; licensing@southwark.gov.uk;

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Martin,

Thank you for your timely response, sincerely appreciated.

Regretfully your email and tone is rather disappointing and to put it mildly, woolly!

We note your comments on 'Statutory Nuisance', though could you please assist further in helping our understanding of this paragraph:

*"I have looked through our records, these show that all our responses to complaints made against this location follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law."*

*Since the Notice was issued, there have been a number of complaints, but no further "Statutory Noise Nuisance", has been witnessed*

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We have copied seniors within the Local Authority including the local MP in case this should go amiss.

We look forward to your cooperation and swift response.

Kind regards,



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Report Now

**From:** Noise and Nuisance <[noiseandnuisance@southwark.gov.uk](mailto:noiseandnuisance@southwark.gov.uk)>

**Sent:** Thursday, July 13, 2023 12:52 PM

**To:** [Redacted]

**Cc:** Magbadelo, Peter <[Peter.Magbadelo@southwark.gov.uk](mailto:Peter.Magbadelo@southwark.gov.uk)>

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [Redacted]

It may help in the first instance if I explained :

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Martin Talbot, Team Leader  
Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP  
Mobile :07985 213538  
direct tel: 0207 525 2450  
team tel : 0207 525 3171  
martin.talbot@southwark.gov.uk

From: [REDACTED]

Sent: Wednesday, July 12, 2023 3:53 PM

**Subject:** Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

Dear Sirs,

We hope that this email finds you well.

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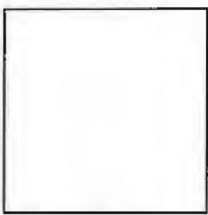
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[REDACTED]

---

**From:** Noise and Nuisance <noiseandnuisance@southwark.gov.uk>  
**Sent:** 26 July 2023 11:30  
**To:** [REDACTED]  
**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear [REDACTED]

As I have explained, there is no evidence to support any action above what has been taken to date.

Thus as previously advised, residents should call us when they feel they are being affected.

If the noise can be witnessed, and it fills the required criteria to be a "Statutory Nuisance".

We will then take the appropriate action.

Martin Talbot, Team Leader  
Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP

**From:** [REDACTED]  
**Sent:** Tuesday, July 25, 2023 4:30 PM

[REDACTED]

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

Dear Martin,

Further to your lack of response or even courtesy of a reply to the below, we assume that this confirms your negligence in dealing with complaints of this nature and therefore reserve the right to use this against you as the matter escalates through the legal channels.

Kind regards,





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Report Now

Sent: Friday, July 14, 2023 3:03 PM

To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; licensing@southwark.gov.uk;

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

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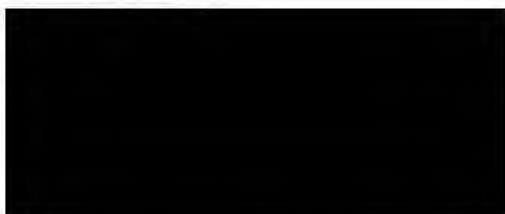
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Report Now

**From:** Noise and Nuisance <[noiseandnuisance@southwark.gov.uk](mailto:noiseandnuisance@southwark.gov.uk)>

**Sent:** Thursday, July 13, 2023 12:52 PM

**To:** [Redacted]

**Cc:** Magbadelo, Peter <[Peter.Magbadelo@southwark.gov.uk](mailto:Peter.Magbadelo@southwark.gov.uk)>

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [Redacted]

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Martin Talbot, Team Leader  
Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP  
Mobile :07985 213538  
direct tel: 0207 525 2450  
team tel : 0207 525 3171  
martin.talbot@southwark.gov.uk

**From:** [REDACTED]

**Sent:** Wednesday, July 12, 2023 3:53 PM

**Subject:** Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

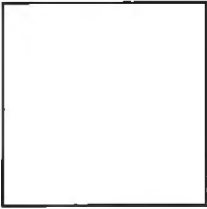
**Importance:** High

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Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

**From:** [REDACTED]  
**Sent:** 26 July 2023 12:11  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

**Tracking:** **Recipient** **Read**  
 'Noise and Nuisance'  
 'licensing@southwark.gov.uk'

Read: 26/07/2023 12:17

Read: 26/07/2023 12:24

Dear Martin,

We are deeply concerned by your response, which again clearly confirms the inadequacies of you and your department at LBS in dealing with noise nuisance within the borough.

You have yet again failed to acknowledge the issue, which you are aware has been going on for more than 5 YEARS. This is meticulously documented and evidenced against you.

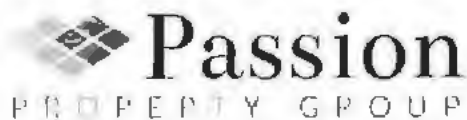
For the reasons outlined in our last email, we completely disagree with your comments below. There is an on-going **Statutory Nuisance**.

We are also concerned that you are not responding with your peers in copy and unless this is given the full attention it deserves, we will need to consider lodging a formal complaint to the borough for your negligence in dealing with such a serious matter.

We look forward to your swift and **meaningful** response with proposed actions by close of play Friday 28<sup>th</sup> July.

Kind regards,

A: 15 Theed Street, London, SE1 8ST



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Report Now

**From:** Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

**Sent:** Wednesday, July 26, 2023 11:30 AM

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [REDACTED]

As I have explained, there is no evidence to support any action above what has been taken to date.

Thus as previously advised, residents should call us when they feel they are being affected.

If the noise can be witnessed, and it for fills the required criteria to be a "Statutory Nuisance".

We will then take the appropriate action.

Martin Talbot, Team Leader  
Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP

**From:** [REDACTED]

**Sent:** Tuesday, July 25, 2023 4:30 PM

**To:** Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; Regen, Licensing

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

Dear Martin,

Further to your lack of response or even curtesy of a reply to the below, we assume that this confirms your negligence in dealing with complaints of this nature and therefore reserve the right to use this against you as the matter escalates through the legal channels.

Kind regards,



Submit your maintenance request

Report Now

From [REDACTED]

Sent: Friday, July 14, 2023 3:03 PM

To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; licensing@southwark.gov.uk;

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

Dear Martin,

Thank you for your timely response, sincerely appreciated.

Regretfully your email and tone is rather disappointing and to put it mildly, woolly!

We note your comments on 'Statutory Nuisance', though could you please assist further in helping our understanding of this paragraph:

*"I have looked through or records, these show that all our responses to complaints made against this location. Follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law."*

*Since the Notice was issued, there have been a number of complaints, but no further "Statutory Noise Nuisance", has been witnessed.*

This seems to confirm that you have attended the above referred to property on several occasions and are therefore aware of the on-going matter regards to noise nuisance. Please confirm.

Your department has been notified on several occasions as to the 'statutory nuisance' being caused by the restaurant on the ground floor. Our residents have called and complained during the early hours to report this and we have provided you with sound recordings of the disturbance too. Our opinion is that this case is concrete and will stand up in court. Furthermore, per our initial email we are seeking independent professional recordings of the continuing nuisance, which will not only strengthen our case, but demonstrate your failings.

Is it reasonable to expect our Tenants to continue to call your department at 3am in the morning? Is it reasonable for us to surrender our Tenancy agreements and seek to re-let the property at significant expense to us, compounded by current economic climate?

We are seeking to obtain support from you and your peers with this matter. We are concerned at the lack of support to date and again seems as though we are being 'fobbed' off with the below response.



Please regard this email and that of 12<sup>th</sup> July 2023 (below) as a formal complaint from each of the 5 properties directly affected by the severe noise nuisance being caused by the restaurant. We need to understand what action you will be taking this weekend and every weekend until you can demonstrate without a margin of any doubt that there is no nuisance being caused.

For the time being we will seek to ignore this comment:

*"You could, if you so wish financially support your residents, should they wish to expedite this matter by taking their own legal action in this matter"*

Although reserve the right to be able to reference it in the future, should we need.

For the avoidance of any doubt; please be assured that this matter will not go away, so please assure us that you are giving us the proper 'statutory' attention it deserves!

We have copied seniors within the Local Authority including the local MP in case this should go amiss.

We look forward to your cooperation and swift response.

Kind regards,



 **Passion**  
PROPERTY GROUP



Submit your maintenance request

Report Now

**From:** Noise and Nuisance <[noiseandnuisance@southwark.gov.uk](mailto:noiseandnuisance@southwark.gov.uk)>

**Sent:** Thursday, July 13, 2023 12:52 PM

**To:** [Redacted]

**Cc:** Magbadelo, Peter <[Peter.Magbadelo@southwark.gov.uk](mailto:Peter.Magbadelo@southwark.gov.uk)>

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [Redacted]

It may help in the first instance if I explained :

The Council deals with noise, and other associated problems by means of Statutory Nuisance . In that the problem is witnessed by an authorised officer, and in their opinion, the nuisance from one property would in the opinion of the officer, affect the average person's use or enjoyment of that property.

Various criteria are taken into consideration, volume and characteristic of the noise, time of day and duration, as well as the area.

Only what the officer witness's during their visit can be taken into consideration, allowing for the time of day and other variables.

If the issues witnessed are not within the remit of the team, we will pass the information to any relevant team or organisation, if any.

The pertinent point is that all problems have to be witnessed by the authorised officer, if we are to take action.

I have looked through our records, these show that all our responses to complaints made against this location.

Follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law.

Since the Notice was issued, there have been a number of complaints, but no further "Statutory Noise Nuisance", has been witnessed.

Thus currently, there is no further action that can be taken in this matter.

Thus all I can advise, if that one of your residents feels that they are being disturbed, they should call us when it is happening on 0207 525 5777.

Our operation times are as follows:

7.00 am Friday through to 2.30 am Tuesday, and then 7.00am through to 2.30am the following morning on Tuesday, Wednesday & Thursday."

We will not obviously be able to attend every call and witness a nuisance.

You could, if you so wish financially support your residents, should they wish to expedite this matter by taking their own legal action in this matter

Martin Talbot, Team Leader  
Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP  
Mobile :07985 213538  
direct tel: 0207 525 2450  
team tel : 0207 525 3171  
martin.talbot@southwark.gov.uk

From: [REDACTED]

Sent: Wednesday, July 12, 2023 3:53 PM

[REDACTED]

**Subject:** Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

Dear Sirs,

We hope that this email finds you well.

We wish to bring to your attention an on-going matter with regard to the above-mentioned restaurant - situated below five residential apartments that we, Space Investments Limited, own on a long leasehold basis. We manage the properties ourselves.

The restaurant becomes a night club from Thursday night onwards, causing severe noise nuisance to our properties, the residents above and surrounding neighbour properties. Noise and vibrations are felt from the ground up with constant thuds of music and is a huge disturbance to residents in the apartments. There are often frequent gatherings outside the restaurant too, that are intimidating to our residents, who are complaining to us that they feel too unsafe to leave/enter their home. In some instances, there have been threats of violence towards our Tenants where the Police have also been contacted.

We have been in continuous contact with Southwark Noise and Nuisance/Environmental Health for over 6 years (all documented), as have the residents of the above-mentioned flats. We are aware of number of officers visits to witness the noise during the early hours, and outside of any licenced timings. A noise abatement notice has also been issued to the owner of Wazobia Restaurant, yet this had no affect and if anything matters are now worse.

We also engaged with the Superior Landlord (Freeholder) in regard to their Tenant (Wazobia); but they have shown little interest in reviewing as are more concerned with having the unit occupied and collecting rent.

The constant noise has a huge impact on our Tenants health, safety and general wellbeing. Our residents have lost hope over the poor response from Southwark Noise and Nuisance team and instead of seeking assistance from the borough, who should support them; simply opt to break their tenancy agreements early and move out.

As you can appreciate this is a tiresome and stressful process for all concerned and becoming a financial burden to us each time a Tenant seeks to want to vacate. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence. We are taking legal advice on the matter concerning the restaurant on the ground floor, as yet more cost, and also seeking expert witness noise and nuisance consultancy in further proving our claim.

We are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property. We hope to be able to engage with you swiftly as the problem persists and needs your support.

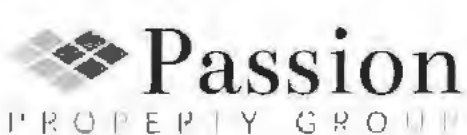
We should be grateful for your comments and swift response in this urgent matter.

Kind regards,



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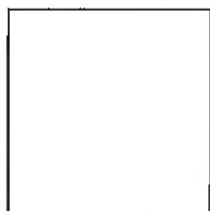
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**From:** Williams, Justin <Justin.Williams@southwark.gov.uk>  
**Sent:** 26 July 2023 15:40  
**To:** [REDACTED]  
**Subject:** FW: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear [REDACTED]

Thank you for your complaint with regards to the above premises, I apologise for the delay in responding to you. I can confirm from a licensing perspective that we are monitoring the premises, I can confirm that licensing colleagues of mine attended the premises last weekend to carry out observations no issues were witnessed.

I appreciate your main concern is a noise nuisance problem and you have correctly contacted the noise team to investigate. I can advise you from a licensing perspective that as you are an "interested party" if you believe a licensed premises is not promoting one of the four licensing objectives you can make an application to the licensing unit for the premises licence to be reviewed.

A review can lead to the premises licence either being suspended, licensable activities being curtailed or removed, onerous conditions being imposed on the licence or the premises licence being revoked.

I have attached a link below for your perusal, if this is something you are considering I would strongly urge you to seek legal advice before starting your application:

<https://www.southwark.gov.uk/business/licences/business-premises-licensing/alcohol-late-night-refreshment-and-entertainment-licences/review-of-an-existing-premises-licence>

In the meantime the premises will be monitored, we can only take enforcement action if an officer witnesses the premises breaching their premises licence. If you have any queries or concerns please do not hesitate to contact me.

With regards

**Justin Williams ACILEx**

*Licensing Enforcement Officer*

*Regulatory Services*

*Southwark Council*

0207 525 2436

[Justin.Williams@southwark.gov.uk](mailto:Justin.Williams@southwark.gov.uk)

Licensing, Health & Safety, Hub 1, 3rd Floor, 160 Tooley Street, SE1 2QH

From: [REDACTED]

Sent: Wednesday, July 26, 2023 12:11 PM

To: Noise and Nuisance <[noiseandnuisance@southwark.gov.uk](mailto:noiseandnuisance@southwark.gov.uk)>; Regen, Licensing

[REDACTED]

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Martin,

We are deeply concerned by your response, which again clearly confirms the inadequacies of you and your department at LBS in dealing with noise nuisance within the borough.

You have yet again failed to acknowledge the issue, which you are aware has been going on for more than 5 YEARS. This is meticulously documented and evidenced against you.


For the reasons outlined in our last email, we completely disagree with your comments below. There is an on-going **Statutory Nuisance**.

We are also concerned that you are not responding with your peers in copy and unless this is given the full attention it deserves, we will need to consider lodging a formal complaint to the borough for your negligence in dealing with such a serious matter.

We look forward to your swift and **meaningful** response with proposed actions by close of play Friday 28<sup>th</sup> July.

Kind regards,

[REDACTED]

 **Passion**  
PROPERTY GROUP



Submit your maintenance request

[Report Now](#)

**From:** Noise and Nuisance <[noiseandnuisance@southwark.gov.uk](mailto:noiseandnuisance@southwark.gov.uk)>

**Sent:** Wednesday, July 26, 2023 11:30 AM

**To:** [REDACTED]

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [REDACTED]

As I have explained, there is no evidence to support any action above what has been taken to date.

Thus as previously advised, residents should call us when they feel they are being affected.

If the noise can be witnessed, and it fills the required criteria to be a "Statutory Nuisance".

We will then take the appropriate action.

Martin Talbot, Team Leader  
Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP

**From:** [REDACTED]

**Sent:** Tuesday, July 25, 2023 4:30 PM

**To:** Noise and Nuisance <[noiseandnuisance@southwark.gov.uk](mailto:noiseandnuisance@southwark.gov.uk)>; Regen, Licensing

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

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Kind regards,



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**Sent:** Friday, July 14, 2023 3:03 PM  
**To:** Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; licensing@southwark.gov.uk;

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF  
**Importance:** High

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*"I have looked through or records, these show that all our responses to complaints made against this location follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law."*

*Since the Notice was issued, there have been a number of complaints, but no further "Statutory Noise Nuisance", has been witnessed.*

This seems to confirm that you have attended the above referred to property on several occasions and are therefore aware of the on-going matter regards to noise nuisance. Please confirm.

Your department has been notified on several occasions as to the 'statutory nuisance' being caused by the restaurant on the ground floor. Our residents have called and complained during the early hours to report this and we have provided you with sound recordings of the disturbance too. Our opinion is that this case is concrete and will stand up in court. Furthermore, per our initial email we are seeking independent professional recordings of the continuing nuisance, which will not only strengthen our case, but demonstrate your failings.

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Please regard this email and that of 12<sup>th</sup> July 2023 (below) as a formal complaint from each of the 5 properties directly affected by the severe noise nuisance being caused by the restaurant. We need to understand what action you will be taking this weekend and every weekend until you can demonstrate without a margin of any doubt that there is no nuisance being caused.

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Submit your maintenance request

Report Now

**From:** Noise and Nuisance <[noiseandnuisance@southwark.gov.uk](mailto:noiseandnuisance@southwark.gov.uk)>

**Sent:** Thursday, July 13, 2023 12:52 PM

**To:** [REDACTED]

**Cc:** Magbadelo, Peter <[Peter.Magbadelo@southwark.gov.uk](mailto:Peter.Magbadelo@southwark.gov.uk)>

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [REDACTED]

It may help in the first instance if I explained :

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Thus currently, there is no further action that can be taken in this matter.

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Martin Talbot, Team Leader  
Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP  
Mobile :07985 213538  
direct tel: 0207 525 2450  
team tel : 0207 525 3171  
martin.talbot@southwark.gov.uk

From: [REDACTED]

Sent: Wednesday, July 12, 2023 3:53 PM

[REDACTED]

**Subject:** Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

Dear Sirs,

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We are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property. We hope to be able to engage with you swiftly as the problem persists and needs your support.

We should be grateful for your comments and swift response in this urgent matter.

Kind regards,



*[Faint, illegible text, likely bleed-through from the reverse side of the page]*

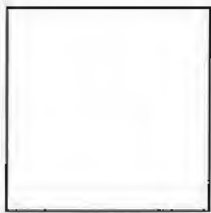
For more information, please contact our Customer Services team on 020 7596 2000



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\*\*Have you registered with our new Tenant Portal yet, [click here](#)?\*\*



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**From:** [REDACTED]  
**Sent:** 26 July 2023 16:12  
**To:** Williams, Justin; Noise and Nuisance; licensing@southwark.gov.uk;  
 [REDACTED]  
**Cc:** Magbule, Peter; Luke Adams; Paul Seaton  
**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

**Tracking:**

**Recipient**

**Read**

Williams, Justin

Noise and Nuisance

Read: 26/07/2023 16:13

Read: 26/07/2023 16:13

Dear Justin,

Thank you for your reply; appreciate the detailed response which offers more guidance than that we have received from your colleagues regards to the on-going Statutory Nuisance of noise.

We have already taken legal advice and given undertaking of cost to a barrister for review.

You should therefore not be surprised to hear that we will be taking this further requesting an urgent review of licence as to the on-going and continued breach.

I note your comments regards to a visit last weekend, can you please confirm which day and at what time you were on site?

Kind regards,

**From:** Williams, Justin <Justin.Williams@southwark.gov.uk>  
**Sent:** Wednesday, July 26, 2023 3:40 PM  
**To:** [REDACTED]  
**Subject:** FW: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF  
**Importance:** High

Dear [REDACTED]

Thank you for your complaint with regards to the above premises, I apologise for the delay in responding to you. I can confirm from a licensing perspective that we are monitoring the premises, I can confirm that licensing colleagues of mine attended the premises last weekend to carry out observations no issues were witnessed.

I appreciate your main concern is a noise nuisance problem and you have correctly contacted the noise team to investigate. I can advise you from a licensing perspective that as you are an "interested party" if you believe a licensed premises is not promoting one of the four licensing objectives you can make an application to the licensing unit for the premises licence to be reviewed.

A review can lead to the premises licence either being suspended, licensable activities being curtailed or removed, onerous conditions being imposed on the licence or the premises licence being revoked.

I have attached a link below for your perusal, if this is something you are considering I would strongly urge you to seek legal advice before starting your application:

<https://www.southwark.gov.uk/business/licences/business-premises-licensing/beer-late-night-refreshment-and-entertainment-licences/review-of-an-existing-premises-licence>

In the meantime the premises will be monitored, we can only take enforcement action if an officer witnesses the premises breaching their premises licence. If you have any queries or concerns please do not hesitate to contact me.

With regards

**Justin Williams ACILEx**

*Licensing Enforcement Officer*

*Regulatory Services*

*Southwark Council*

*0207 525 2436*

[Justin.Williams@southwark.gov.uk](mailto:Justin.Williams@southwark.gov.uk)

Licensing, Health & Safety, Hub 1, 3rd Floor, 160 Tooley Street, SE1 2QH

From: [REDACTED]  
Sent: Wednesday, July 26, 2023 12:11 PM  
To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; Regen. Licensing

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF  
**Importance:** High

Dear Martin,

We are deeply concerned by your response, which again clearly confirms the inadequacies of you and your department at LBS in dealing with noise nuisance within the borough.


You have yet again failed to acknowledge the issue, which you are aware has been going on for more than 5 YEARS. This is meticulously documented and evidenced against you.

For the reasons outlined in our last email, we completely disagree with your comments below. There is an on-going **Statutory Nuisance**.

We are also concerned that you are not responding with your peers in copy and unless this is given the full attention it deserves, we will need to consider lodging a formal complaint to the borough for your negligence in dealing with such a serious matter.

We look forward to your swift and **meaningful** response with proposed actions by close of play Friday 28<sup>th</sup> July.

Kind regards,

 **Passion**  
PROPERTY GROUP



Submit your maintenance request

Report Now

**From:** Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

**Sent:** Wednesday, July 26, 2023 11:30 AM

**To:** [REDACTED]

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [REDACTED]

As I have explained, there is no evidence to support any action above what has been taken to date.

Thus as previously advised, residents should call us when they feel they are being affected.

If the noise can be witnessed, and it for fills the required criteria to be a "Statutory Nuisance".

We will then take the appropriate action.

Martin Talbot, Team Leader  
Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP

**From:** [REDACTED]

**Sent:** Tuesday, July 25, 2023 4:30 PM

**To:** Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; Regen, Licensing

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

Dear Martin,

Further to your lack of response or even curtesy of a reply to the below, we assume that this confirms your negligence in dealing with complaints of this nature and therefore reserve the right to use this against you as the matter escalates through the legal channels.

Kind regards,

 **Passion**  
PROPERTY GROUP



Submit your maintenance request

[Report Now](#)



**From:** [REDACTED]

**Sent:** Friday, July 14, 2023 3:03 PM

**To:** Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; licensing@southwark.gov.uk;

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

Dear Martin,

Thank you for your timely response, sincerely appreciated.

Regretfully your email and tone is rather disappointing and to put it mildly, woolly!

We note your comments on 'Statutory Nuisance', though could you please assist further in helping our understanding of this paragraph:

*"I have looked through or records. these show that all our responses to complaints made against this location. Follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law."*

*Since the Notice was issued, there have been a number of complaints, but no further "Statutory Noise Nuisance", has been witnessed.*

This seems to confirm that you have attended the above referred to property on several occasions and are therefore aware of the on-going matter regards to noise nuisance. Please confirm.

Your department has been notified on several occasions as to the 'statutory nuisance' being caused by the restaurant on the ground floor. Our residents have called and complained during the early hours to report this and we have provided you with sound recordings of the disturbance too. Our opinion is that this case is concrete and will stand up in court. Furthermore, per our initial email we are seeking independent professional recordings of the continuing nuisance, which will not only strengthen our case, but demonstrate your failings.

Is it reasonable to expect our Tenants to continue to call your department at 3am in the morning? Is it reasonable for us to surrender our Tenancy agreements and seek to re-let the property at significant expense to us, compounded by current economic climate?

We are seeking to obtain support from you and your peers with this matter. We are concerned at the lack of support to date and again seems as though we are being 'fobbed' off with the below response.

Please regard this email and that of 12<sup>th</sup> July 2023 (below) as a formal complaint from each of the 5 properties directly affected by the severe noise nuisance being caused by the restaurant. We need to understand what action you will be taking this weekend and every weekend until you can demonstrate without a margin of any doubt that there is no nuisance being caused.

For the time being we will seek to ignore this comment:

*"You could, if you so wish financially support your residents, should they wish to expedite this matter by taking their own legal action in this matter"*

Although reserve the right to be able to reference it in the future, should we need.

For the avoidance of any doubt; please be assured that this matter will not go away, so please assure us that you are giving us the proper 'statutory' attention it deserves!

We have copied seniors within the Local Authority including the local MP in case this should go amiss.

We look forward to your cooperation and swift response.

Kind regards,



Submit your maintenance request

Report Now

**From:** Noise and Nuisance <[noiseandnuisance@southwark.gov.uk](mailto:noiseandnuisance@southwark.gov.uk)>

**Sent:** Thursday, July 13, 2023 12:52 PM

**To:** [Redacted]

**Cc:** Magbadelo, Peter <[Peter.Magbadelo@southwark.gov.uk](mailto:Peter.Magbadelo@southwark.gov.uk)>

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [Redacted]

It may help in the first instance if I explained :

The Council deals with noise, and other associated problems by means of Statutory Nuisance . In that the problem is witnessed by an authorised officer, and in their opinion, the nuisance from one property would in the opinion of the officer, affect the average person's use or enjoyment of that property.

Various criteria are taken into consideration, volume and characteristic of the noise, time of day and duration, as well as the area.

Only what the officer witness's during their visit can be taken into consideration, allowing for the time of day and other variables.

If the issues witnessed are not within the remit of the team, we will pass the information to any relevant team or organisation, if any.

The pertinent point is that all problems have to be witnessed by the authorised officer, if we are to take action.

I have looked through or records, these show that all our responses to complaints made against this location.

Follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law.

Since the Notice was issued, there have been a number of complaints, but no further "Statutory Noise Nuisance", has been witnessed.

Thus currently, there is no further action that can be taken in this matter.

Thus all I can advise, if that one of your residents feels that they are being disturbed, they should call us when it is happening on 0207 525 5777.

Our operation times are as follows:

7.00 am Friday through to 2.30 am Tuesday, and then 7.00am through to 2.30am the following morning on Tuesday, Wednesday & Thursday."

We will not obviously be able to attend ever call and witness a nuisance.

You could, if you so wish financially support your residents, should they wish to expedite this matter by taking their own legal action in this matter

Martin Talbot, Team Leader  
Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP  
Mobile :07985 213538  
direct tel: 0207 525 2450  
team tel : 0207 525 3171  
martin.talbot@southwark.gov.uk

From: 

Sent: Wednesday, July 12, 2023 3:53 PM

**Subject:** Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

Dear Sirs,

We hope that this email finds you well.

We wish to bring to your attention an on-going matter with regard to the above-mentioned restaurant - situated below five residential apartments that we, Space Investments Limited, own on a long leasehold basis. We manage the properties ourselves.

The restaurant becomes a night club from Thursday night onwards, causing severe noise nuisance to our properties, the residents above and surrounding neighbour properties. Noise and vibrations are felt from the ground up with constant thuds of music and is a huge disturbance to residents in the apartments. There are often frequent gatherings outside the restaurant too, that are intimidating to our residents, who are complaining to us that they feel too unsafe to leave/enter their home. In some instances, there have been threats of violence towards our Tenants where the Police have also been contacted.



If you have received this in error please notify us immediately.

If you are not the intended recipient of the email or the person responsible for delivering it to them you may not copy it, forward it or otherwise use it for any purpose or disclose its contents to any other person. To do so may be unlawful.

Where opinions are expressed in the email they are not necessarily those of Southwark Council and Southwark Council is not responsible for any changes made to the message after it has been sent.

The email you received and any files transmitted with it are confidential, may be covered by legal and/or professional privilege and are intended solely for the use of the individual or entity to whom they are addressed.

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Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

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[REDACTED]

---

**From:** Williams, Justin <Justin.Williams@southwark.gov.uk>  
**Sent:** 26 July 2023 17:17  
**To:** [REDACTED]  
**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Completed

Dear [REDACTED]

Thank you for your response, a visit was carried out last Friday after 11pm.

Warm regards

**Justin Williams ACILEx**

*Licensing Enforcement Officer*

*Regulatory Services*

*Southwark Council*

*0207 525 2436*

[Justin.Williams@southwark.gov.uk](mailto:Justin.Williams@southwark.gov.uk)

Licensing, Health & Safety, Hub 1, 3rd Floor, 160 Tooley Street, SE1 2QH

**From:** [REDACTED]  
**Sent:** Wednesday, July 26, 2023 4:12 PM  
**To:** Williams, Justin <Justin.Williams@southwark.gov.uk>; Noise and Nuisance

[REDACTED]

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF  
**Importance:** High

Dear Justin,

Thank you for your reply; appreciate the detailed response which offers more guidance than that we have received from your colleagues regards to the on-going Statutory Nuisance of noise.

We have already taken legal advice and given undertaking of cost to a barrister for review.

You should therefore not be surprised to hear that we will be taking this further requesting an urgent review of licence as to the on-going and continued breach.

I note your comments regards to a visit last weekend, can you please confirm which day and at what time you were on site?

Kind regards,



Submit your maintenance request

Report Now

**From:** Williams, Justin <Justin.Williams@southwark.gov.uk>

**Sent:** Wednesday, July 26, 2023 3:40 PM

**To:** [Redacted]

**Subject:** FW: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

Dear [Redacted]

Thank you for your complaint with regards to the above premises, I apologise for the delay in responding to you. I can confirm from a licensing perspective that we are monitoring the premises, I can confirm that licensing colleagues of mine attended the premises last weekend to carry out observations no issues were witnessed.

I appreciate your main concern is a noise nuisance problem and you have correctly contacted the noise team to investigate. I can advise you from a licensing perspective that as you are an "interested party" if you believe a licensed premises is not promoting one of the four licensing objectives you can make an application to the licensing unit for the premises licence to be reviewed.

A review can lead to the premises licence either being suspended, licensable activities being curtailed or removed, onerous conditions being imposed on the licence or the premises licence being revoked.

I have attached a link below for your perusal, if this is something you are considering I would strongly urge you to seek legal advice before starting your application:

[https://www.southwark.gov.uk/business/licences/business-premises-licensing/beer-late-night-refreshment-and-entertainment-licences/review-of-an-existing-premises-licence \(-> urldefense.com\)](https://www.southwark.gov.uk/business/licences/business-premises-licensing/beer-late-night-refreshment-and-entertainment-licences/review-of-an-existing-premises-licence (-> urldefense.com))

In the meantime the premises will be monitored, we can only take enforcement action if an officer witnesses the premises breaching their premises licence. If you have any queries or concerns please do not hesitate to contact me.

With regards

**Justin Williams ACILEx**

*Licensing Enforcement Officer*

*Regulatory Services*

*Southwark Council*

0207 525 2436

[Justin.Williams@southwark.gov.uk](mailto:Justin.Williams@southwark.gov.uk)

Licensing, Health & Safety, Hub 1, 3rd Floor, 160 Tooley Street, SE1 2QH

From: [REDACTED]

Sent: Wednesday, July 26, 2023 12:11 PM

To: Noise and Nuisance <[noiseandnuisance@southwark.gov.uk](mailto:noiseandnuisance@southwark.gov.uk)>; Regen, Licensing

[REDACTED]

Subject: Noise Nuisance - Walsbia Restaurant, 676-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Martin,

We are deeply concerned by your response, which again clearly confirms the inadequacies of you and your department at LBS in dealing with noise nuisance within the borough.

You have yet again failed to acknowledge the issue, which you are aware has been going on for more than 5 YEARS. This is meticulously documented and evidenced against you.



For the reasons outlined in our last email, we completely disagree with your comments below. There is an on-going **Statutory Nuisance**.

We are also concerned that you are not responding with your peers in copy and unless this is given the full attention it deserves, we will need to consider lodging a formal complaint to the borough for your negligence in dealing with such a serious matter.

We look forward to your swift and **meaningful** response with proposed actions by close of play Friday 28<sup>th</sup> July.

Kind regards,



Submit your maintenance request

Report Now

**From:** Noise and Nuisance <[noiseandnuisance@southwark.gov.uk](mailto:noiseandnuisance@southwark.gov.uk)>

**Sent:** Wednesday, July 26, 2023 11:30 AM

**To:** [REDACTED]

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [REDACTED]

As I have explained, there is no evidence to support any action above what has been taken to date.

Thus as previously advised, residents should call us when they feel they are being affected.

If the noise can be witnessed, and it for fills the required criteria to be a "Statutory Nuisance".

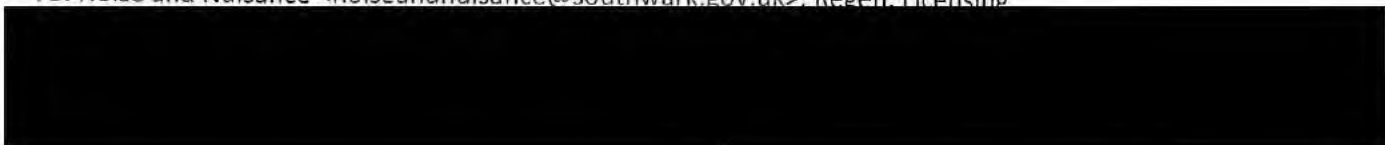
We will then take the appropriate action.

Martin Talbot, Team Leader  
Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP

**From:** [REDACTED]

**Sent:** Tuesday, July 25, 2023 4:30 PM

**To:** Noise and Nuisance <[noiseandnuisance@southwark.gov.uk](mailto:noiseandnuisance@southwark.gov.uk)>; Regen. Licensing



Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Martin,

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Submit your maintenance request

Report Now

From: [REDACTED]

Sent: Friday, July 14, 2023 3:03 PM

To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; licensing@southwark.gov.uk;

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

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Regretfully your email and tone is rather disappointing and to put it mildly, woolly!

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*"I have looked through or records, these show that all our responses to complaints made against this location. Follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law."*

*Since the Notice was issued, there have been a number of complaints, but no further "Statutory Noise Nuisance", has been witnessed.*

This seems to confirm that you have attended the above referred to property on several occasions and are therefore aware of the on-going matter regards to noise nuisance. Please continue.

Your department has been notified on several occasions as to the 'statutory nuisance' being caused by the restaurant on the ground floor. Our residents have called and complained during the early hours to report this and we have provided you with sound recordings of the disturbance too. Our opinion is that this case is concrete and will stand up in court. Furthermore, per our initial email we are seeking independent professional recordings of the continuing nuisance, which will not only strengthen our case, but demonstrate your failings.

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We look forward to your cooperation and swift response.

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 **Passion**  
PROPERTY GROUP



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Report Now

**From:** Noise and Nuisance <[noiseandnuisance@southwark.gov.uk](mailto:noiseandnuisance@southwark.gov.uk)>

**Sent:** Thursday, July 13, 2023 12:52 PM

**To:** [Redacted]

**Cc:** Magbadelo, Peter <[Peter.Magbadelo@southwark.gov.uk](mailto:Peter.Magbadelo@southwark.gov.uk)>

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [Redacted]

It may help in the first instance if I explained :

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Martin Talbot, Team Leader  
Noise & Nuisance Team  
Southwark Council  
132 Queens Road  
SE15 2HP  
Mobile :07985 213538  
direct tel: 0207 525 2450  
team tel : 0207 525 3171  
martin.talbot@southwark.gov.uk

From: [REDACTED]

Sent: Wednesday, July 12, 2023 3:53 PM

Subject: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Sirs,

We hope that this email finds you well.

We wish to bring to your attention an on-going matter with regard to the above-mentioned restaurant - situated below five residential apartments that we, Space Investments Limited, own on a long leasehold basis. We manage the properties ourselves.

The restaurant becomes a night club from Thursday night onwards, causing severe noise nuisance to our properties, the residents above and surrounding neighbour properties. Noise and vibrations are felt from the ground up with constant thuds of music and is a huge disturbance to residents in the apartments. There are often frequent gatherings outside the restaurant too, that are intimidating to our residents, who are complaining to us that they feel too unsafe to leave/enter their home. In some instances, there have been threats of violence towards our Tenants where the Police have also been contacted.

We have been in continuous contact with Southwark Noise and Nuisance/Environmental Health for over 6 years (all documented), as have the residents of the above-mentioned flats. We are aware of number of officers visits to witness the noise during the early hours, and outside of any licenced timings. A noise abatement notice has also been issued to the owner of Wazobia Restaurant, yet this had no affect and if anything matters are now worse.

We also engaged with the Superior Landlord (Freeholder) in regard to their Tenant (Wazobia); but they have shown little interest in reviewing as are more concerned with having the unit occupied and collecting rent.

The constant noise has a huge impact on our Tenants health, safety and general wellbeing. Our residents have lost hope over the poor response from Southwark Noise and Nuisance team and instead of seeking assistance from the borough, who should support them; simply opt to break their tenancy agreements early and move out.

As you can appreciate this is a tiresome and stressful process for all concerned and becoming a financial burden to us each time a Tenant seeks to want to vacate. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence. We are taking legal advice on the matter concerning the restaurant on the ground floor, as yet more cost, and also seeking expert witness noise and nuisance consultancy in further proving our claim.

We are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property. We hope to be able to engage with you swiftly as the problem persists and needs your support.

We should be grateful for your comments and swift response in this urgent matter.

Kind regards,

# Licensing Act 2003 Premises Licence



Regulatory Services  
Licensing Unit  
Hub 1, 3rd Floor  
PO Box 64529  
London, SE1P 5LX

Premises licence number

866452

## Part 1 - Premises details

<b>Postal address of premises, or if none, ordnance survey map reference or description</b>	
Wazobia Restaurant 670 Old Kent Road London SE15 1JF	
Ordnance survey map reference (if applicable), 177695534606	
<b>Post town</b> London	<b>Post code</b> SE15 1JF
<b>Telephone number</b>	

<b>Where the licence is time limited the dates</b>
--

<b>Licensable activities authorised by the licence</b>
Live Music - Indoors Recorded Music - Indoors Late Night Refreshment - Indoors Sale by retail of alcohol to be consumed on premises

<b>The opening hours of the premises</b>
For any non standard timings see <b>Annex 2</b>
Monday            12:00 - 00:00
Tuesday           12:00 - 00:00
Wednesday       12:00 - 00:00
Thursday          12:00 - 00:00
Friday             12:00 - 03:30
Saturday          12:00 - 03:30
Sunday            12:00 - 00:00

<b>Where the licence authorises supplies of alcohol whether these are on and/ or off supplies</b>
Sale by retail of alcohol to be consumed on premises

**The times the licence authorises the carrying out of licensable activities**

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

**Live Music - Indoors**

Monday	12:00 - 00:00
Tuesday	12:00 - 00:00
Wednesday	12:00 - 00:00
Thursday	12:00 - 00:00
Friday	12:00 - 03:00
Saturday	12:00 - 03:00
Sunday	12:00 - 00:00

**Recorded Music - Indoors**

Monday	12:00 - 00:00
Tuesday	12:00 - 00:00
Wednesday	12:00 - 00:00
Thursday	12:00 - 00:00
Friday	12:00 - 03:00
Saturday	12:00 - 03:00
Sunday	12:00 - 00:00

**Late Night Refreshment - Indoors**

Monday	23:00 - 00:00
Tuesday	23:00 - 00:00
Wednesday	23:00 - 00:00
Thursday	23:00 - 00:00
Friday	23:00 - 03:00
Saturday	23:00 - 03:00
Sunday	23:00 - 00:00

**Sale by retail of alcohol to be consumed on premises**

Monday	12:00 - 00:00
Tuesday	12:00 - 00:00
Wednesday	12:00 - 00:00
Thursday	12:00 - 00:00
Friday	12:00 - 03:00
Saturday	12:00 - 03:00
Sunday	12:00 - 00:00

## Part 2

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

Unique Crispens Food Limited  
62 St. Fillans Road  
Catford  
London  
SE6 1DG  
[REDACTED]

**Registered number of holder, for example company number, charity number (where applicable)**

11105296

**Name, address and telephone number of designated premises supervisor where the premises licence authorises for the supply of alcohol**

Emmanuel Alex Eke  
[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**

[REDACTED]  
Authority L.B Lewisham

Licence Issue date 10/01/2019

Head [REDACTED]

Hub 1, 3rd Floor  
PO Box 64529  
London, SE1P 5LX  
020 7525 5748  
[licensing@southwark.gov.uk](mailto: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.

**107** Any individual carrying out security activities at the premises must be. (a) be authorised to carry out that activity by a licence granted under the Private Security Industry Act 2001; or (b) be entitled to carry out that activity by virtue of section 4 of that Act.

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

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises -

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

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

(b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;

(c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner carries a significant risk of undermining a licensing objective;

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

(e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

**487** The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.

**488** (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) 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 either

- (a) a holographic mark; or
- (b) an ultraviolet feature.

**489** The responsible person shall ensure that -

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

- (i) Beer or cider: 1/2 pint;
- (ii) Gin, rum, vodka or whisky: 25 ml or 35 ml; and
- (iii) Still wine in a glass: 125 ml;

(b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and

(c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available,

**491** 1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purpose of the condition set out in paragraph (1):

(a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;

(b) "permitted price" is the price found by applying the formula  $P = D + (D \times V)$ , where-

- (i) P is the permitted price,
- (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
- (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;

(c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence -

- (i) the holder of the premises licence;
- (ii) the designated premises supervisor (if any) in respect of such a licence; or
- (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;

(iv) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and (v) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

4. (1) Sub-paragraph (2) applies where the permitted price given by paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax; (2) the permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

**Annex 2 - Conditions consistent with the operating Schedule**

- 298** That signs shall be displayed in the entrance foyer to the premises that state 'Drugs Free Zone' and 'No Search No Entry, Management reserve the right to refuse entry'
- 302** That all matters relating to drugs shall be in accordance with the Metropolitan Police Best Practice Guide on the handling of drugs in pubs and clubs;
- 311** That suitable notices shall be displayed and announcements made requesting people to leave the premises in a quiet and orderly manner so as not to disturb local residents
- 315** Customers shall use no outside area after 22.00hrs other than those who temporarily leave the premises to smoke a cigarette. Those who do temporarily leave for this reason shall be the subjected to the requirement of a further search.
- 332** Children will not be admitted after 8pm unless accompanied by an adult
- 334** That an age identification scheme shall be established and maintained. The scheme shall Require the production of evidence of age (comprising any PASS accredited card or passport or driving licence) from any person appearing to staff engaged in selling or supplying alcohol to be under the age of 18 and who is attempting to buy alcohol
- 336** A personal licence holder shall be on the premises at all times that intoxicating liquor is supplied
- 340** Bright lights shall be installed and used both inside and outside the premises
- 341** The whole premises shall be sound insulated
- 342** That the Premises Licence holder and/or Designated Premises Supervisor join and support a local Pub Watch Scheme should there be one in existence for the area in which the premises is located.
- 343** The registered door staff shall urge people to leave noiselessly and attempt to move on persons loitering outside the premises.
- 344** There will be a designated smoking area at the rear of the premises and smokers are to be limited to 2 persons outside the rear of the premises.
- 345** Only customers who have ordered substantial meals will only be served alcohol.
- 346** There will be a suggestions box inside the entrance to the premises that will display a mobile number for complaints. The number shall be available throughout the opening hours of the premises.

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

**808** That there shall be no new admission of the public to the premises after 12 midnight.

**840** No open containers of alcohol to be taken outside the premises, as indicated in the floor plans.

**841** That an ID scanning system to the reasonable satisfaction of police be installed and maintained. The system should be capable of sharing information about banned customers with other venues, identify the hologram of an ID and read both passports and ID cards, able to identify fake or forged ID documents to a reasonable standard. The system will be in operation at all times after 22.00 whilst the premises are in operation under the premises licence when the terminal hour is after 00.30. All persons that enter the premises including staff, patrons, DJ's and associated staff will be scanned and have their details recorded on the system. The details shall be stored and made available on request for a period of no less than 31 days.

**842** That a 696 form must be submitted for any occasion in a premises licensed under the provisions of the Licensing Act 2003, using a DJ or MC performing to recorded background music, operating any time between 10pm and 6am, that is promoted in some form by outside promoter, where entry is either free, by invitation, pay on the door or by ticket.

**843** That no spirits (alcohol containing more than 20% ABV) shall be sold by the bottle or half bottle unless served by a waitress in the clearly designated VIP area to groups of more than 10.

**844** That all spirits (alcohol containing more than 20% ABV) shall be sold by the measure of 25ml or 35ml at a maximum of two measures per container/glass unless served by a waitress in the VIP area to groups of more than 10.

**845** That two SIA registered door supervisors will be engaged when the premises are in operation Friday, Saturday or when the terminal hour is after 00.30 and will be employed at all times after 22:00 until the end of business and all patrons have vacated the premises. They will be engaged to monitor admission and re-admissions to the premises, security, protection, screening, dealing with conflict and ensure that conditions related to the use of the outside area are adhered to and that the dispersal policy for the premises is implemented

**846** That when SIA are required they will be provided with hand held metal detection units in order to ensure that searches are carried out in respect of all admissions to the premises, whether members of the public or performers and their assistants and mechanical counting devices to ensure that the maximum accommodation limit of the premises is not exceeded.

**847** That alcohol is only to be served to customers that are seated and eating a substantial table meal and ancillary to that meal except Friday and Saturday's after 22.00 and Sundays proceeding a bank holiday. After 22:00 hours only customers who have ordered a substantial meal shall be served alcohol

**848** That a CCTV system be installed at the premises and be maintained in good working order and be continually recording at all times the premises are in use under the licence. The CCTV System must be capable of capturing a clear facial image of every person who enters the premises. It should cover all areas within the premises including the outside area to the front in all lighting conditions. It should be designed, installed and maintained in compliance with the ICO CCTV Code of Practice.

**849** That at least one member of staff should be on duty at all times the premises is open that is trained in the use of the CCTV and able to view and download images to a removable device on request of Police or council officer.

**850** That all empty glassware to be cleared at a frequency of 30 minutes or less.

**851** That an incident record is maintained and signed by the designated premises supervisor (DPS) on a weekly basis and is made available to police and council officers on request.

**852** That all staff are trained in their responsibilities under the Licensing Act 2003 and the signs of drunkenness and training records to be kept and updated every six months and shall be made immediately available to officers of the police and the council upon request.

**853** That customers shall use no outside area after 22.00 other than those who temporarily leave the premises to smoke a cigarette with no more than five people permitted to smoke at one any time. The area should be clearly designated and a system in place to limit the number outside.

**854** That after 00.00 anyone that leaves to smoke in the designated area should be recorded or issued a pass indicating they are a re-admission and no one without such pass will be allowed back in.

**855** That a record book of banned individuals shall be kept and held by the SIA on duty at the front door and made available to police and council officers for inspection on request.

**Annex 4 - Plans - Attached**

Licence No. 866452

Plan No. RB/08 200

Plan Date August 2008

**From:** Binya, Raymond <Raymond.Binya@southwark.gov.uk>  
**Sent:** Saturday, August 12, 2023 12:24 AM  
**To:** Regen, Licensing <Licensing.Regen@southwark.gov.uk>  
**Cc:** Newman, Paul <Paul.Newman@southwark.gov.uk>; Tucker, Matt <Matt.Tucker@southwark.gov.uk>  
**Subject:** Review of premises licence - Wazobia Restaurant, 670 Old Kent Road, London SE15 1JF our ref A04684

Dear Licensing Team,

Review of the licence under the Licensing Act 2003.

**Premises Licence:** 866452

**Address:** Wazobia Restaurant  
670 Old Kent Road  
London  
SE15 1JF

I am writing on behalf of Southwark Environmental Protection Team (EPT) in our capacity as Environmental Health Responsible Authority regarding the above application to review premises licence.

Attached is a record of noise complaint from when the current licence was issued i.e. January 10 2019 whereby a total of 15 complaints have been recorded. Our noise team have attended these complaints and statutory nuisance was witnessed twice i.e.;

- a) 02/5/2022: A Noise Abatement Notice was issued to the current Licensee.
- b) 04/6/2022: This was a contravention to the above Notice. A caution was issued.

Noise Team Officers have provided following grounds for issuing Caution instead of prosecuting the Licensee for the breach of the Notice:

- Prior to the contravention, no complaints had been received against the Wazobia Restaurant.
- The last time a Statutory nuisance was witnessed was in March 2018, premises was under different management.
- The Notice was served on the 02/5/22 and breach was witnessed on the 05/6/22; the restaurant did not have enough time to rectify the noise problems.
- The owner was very accommodating in abating the nuisance and was very remorseful.

However, despite evidence of owner's willingness to resolve the issues around noise nuisance from loud music, Noise Team have continued to receive more complaints.

It is also important to note almost all of these complaints appear to be received after 00:00 hours. I am therefore whether the premises is property insulated as required by condition "341 - *The whole premises shall be sound insulate*".



Consequently, on behalf of EPT in our capacity as Environmental Health Responsible Authority, I am supporting the review of this premises licence. Due to evidence of complaints being received after 0:00 hours on weekends, we recommend weekend opening hours for are reduced to match the Policy hours of 23:00 hours for this area.

Notwithstanding the above support to the review, it is also our recommendation that the existing problems can also be addressed by the freeholder (same freeholder for the whole building).

Kind Regards

**Raymond Binya**  
**Principal Environmental Protection Officer**  
Environmental Protection Team  
Tel: 020 7525 4809

Postal address: Southwark Council, Environmental Protection Team, Regulatory Services, 3rd Floor Hub 1, PO Box 64529, London, SE1P 5LX  
Office address (By appointment only): Southwark Council, 160 Tooley Street, London, SE1 2QH

[www.southwark.gov.uk](http://www.southwark.gov.uk)



**airTEXT** - a free subscription service: daily information on pollution and more, by text, email, voicemail, or mobile phone app; download from: <http://www.airtext.info/>  
Southwark Website - information on what you can do to improve air quality.  
See: <http://www.southwark.gov.uk/environment/air-quality>

Please consider the environment - do you really need to print this email?



Date of complaint	Details of complaint	Action Taken
25/ 5/2023 Thurs at 01:11 hours	Loud music	Unable to get through to resident's telephone number
31/ 7/2022 Sun at 01:10 hours	Loud music and drums	Noise had gone down when officers called back-NFA
10/ 7/2022 Sun at 02:27 hours	Loud music	Voicemail message was left to call back
04/6/2022 at 23:29 hours	Loud music	<ul style="list-style-type: none"> <li>Statutory noise nuisance was witnessed.</li> <li>This was contravention to s80 Abatement Notice</li> <li>A caution was issue to Licensee</li> </ul>
**29/5/2022 Sun at 02:51 hours	Loud Music	Resident advised to call NT at the time of disturbance
**21/5/2022 Sat at 01:43 hours	Loud Music	Resident advised to call NT at the time of disturbance
02/5/2022 Mon at 01:30 hours	Loud music	<ul style="list-style-type: none"> <li>Statutory noise nuisance was witnessed.</li> <li>s80 Abatement Notice was served on Licensee</li> </ul>
02/5/2025 Mon at 0:32 hours	Loud music	Resident advised noise had gone down when officers visited -NFA
**16/4/2022 Sat at 02:17 hours	Loud music	Resident advised to call NT at the time of disturbance
12/02/2022 Sat at 23:48 hours	Loud music	<ul style="list-style-type: none"> <li>Resident declined a visit from NT declined. A drive-by to the area by officers at 02:55 hours heard music from outside</li> <li>Advised was given to Licensee</li> </ul>
29/1/2022 Sun at 0:53 hours	Loud music	Music had been reduced by the time officers visited
07/7/2022 Fri at 23:00 hours	Loud music	Music had been reduced by the time officers visited
14/ 8/2021 Sat at 01:31 hours	Loud music	Resident advised noise had gone down when officers visited -NFA
27/6/2021 Sun at 0:14 hours	Loud music	Music had been reduced by the time officers visited
31/5/2021 Mon at 01:23 hours	Loud music	Music had been reduced by the time officers visited

\*\* NTT a service request that is logged when either the team is not in operation at the time of the reporting or the disturbance being reported is not occurring at that time. Noise Team have two types of codes for service requests; NRR is a rapid noise service request which means disturbance has been reported and it is ongoing and officers have to visit as a reactive response. NTT is also used for enquiries seeking advice only and has a 3 days response time requirement.

**From:** McArthur, Wesley <Wesley.McArthur@southwark.gov.uk>  
**Sent:** Tuesday, September 5, 2023 1:16 PM  
**To:** Regen, Licensing <Licensing.Regen@southwark.gov.uk>  
**Cc:** Tucker, Matt <Matt.Tucker@southwark.gov.uk>  
**Subject:** Application for the review of a premises licence: Wazobia Restaurant, 670 Old Kent Road, London, SE15 1JF (our ref': 880862) - Loc ID: 193298

Hi All,

I've made a small correction to my representation.

In the second paragraph of section 4 I originally stated –

“...In addition to this, the premises' leaseholders have submitted a complaint regarding noise nuisance emanating from the premises, and disorder caused by the premises' customers.”

The above is incorrect and should read as follows (amendment in bold) –

“...In addition to this, **the leaseholders of the flats above the premises** have submitted a complaint regarding noise nuisance emanating from the premises, and disorder caused by the premises' customers.

A corrected version of the rep' is attached.

Apologies for any inconvenience caused!

Regards,

**Wesley McArthur**

Principal Enforcement Officer - Licensing Unit  
London Borough of Southwark

**E-mail:** [wesley.mcarthur@southwark.gov.uk](mailto:wesley.mcarthur@southwark.gov.uk)

**General:** [licensing@southwark.gov.uk](mailto:licensing@southwark.gov.uk)

**Phone:** 020 7525 5779

**Switchboard:** 020 7525 5000

**Website:** [www.southwark.gov.uk](http://www.southwark.gov.uk)

**Address:** Licensing, Health & Safety, Hub 1, 3rd Floor, 160 Tooley Street, SE1 2QH

**From:** McArthur, Wesley  
**Sent:** Monday, September 4, 2023 12:07 PM  
**To:** Regen, Licensing <[Licensing.Regen@southwark.gov.uk](mailto:Licensing.Regen@southwark.gov.uk)>  
**Cc:** Tucker, Matt <[Matt.Tucker@southwark.gov.uk](mailto:Matt.Tucker@southwark.gov.uk)>  
**Subject:** URGENT: Application for the review of a premises licence: Wazobia Restaurant, 670 Old Kent Road, London, SE15 1JF (our ref': 880862) - Loc ID: 193298  
**Importance:** High

Hi Admin'

I left a resident's address in my representation as below. I've removed the address to ensure that the representation is GDPR compliant for publication in the hearing report that will be written regarding the application.

Please replace the representation previously sent with the version attached to this email.

Regards,

**Wesley McArthur**

Principal Enforcement Officer - Licensing Unit

London Borough of Southwark

**E-mail:** [wesley.mcarthur@southwark.gov.uk](mailto:wesley.mcarthur@southwark.gov.uk)

**General:** [licensing@southwark.gov.uk](mailto:licensing@southwark.gov.uk)

**Phone:** 020 7525 5779

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**Website:** [www.southwark.gov.uk](http://www.southwark.gov.uk)

**Address:** Licensing, Health & Safety, Hub 1, 3rd Floor, 160 Tooley Street, SE1 2QH

**From:** McArthur, Wesley

**Sent:** Sunday, September 3, 2023 11:59 PM

**To:** Regen, Licensing <[Licensing.Regen@southwark.gov.uk](mailto:Licensing.Regen@southwark.gov.uk)>

**Cc:** Tucker, Matt <[Matt.Tucker@southwark.gov.uk](mailto:Matt.Tucker@southwark.gov.uk)>

**Subject:** Application for the review of a premises licence: Wazobia Restaurant, 670 Old Kent Road, London, SE15 1JF (our ref': 880862) - Loc ID: 193298

Dear Licensing,

Please find attached a representation regarding the above application.

Regards,

**Wesley McArthur**

Principal Enforcement Officer - Licensing Unit

London Borough of Southwark

**E-mail:** [wesley.mcarthur@southwark.gov.uk](mailto:wesley.mcarthur@southwark.gov.uk)

**General:** [licensing@southwark.gov.uk](mailto:licensing@southwark.gov.uk)

**Phone:** 020 7525 5779

**Switchboard:** 020 7525 5000

**Website:** [www.southwark.gov.uk](http://www.southwark.gov.uk)

**Address:** Licensing, Health & Safety, Hub 1, 3rd Floor, 160 Tooley Street, SE1 2QH

<b>To:</b> Licensing Unit	<b>From:</b> Wesley McArthur <a href="mailto:wesley.mcarthur@southwark.gov.uk">wesley.mcarthur@southwark.gov.uk</a> 020 7525 5779 (on behalf of the Licensing Unit in its role as a responsible authority)	<b>Date:</b> 3 September 2023
<b>Subject:</b>	Representation	
<b>Act:</b>	The Licensing Act 2003 (the Act)	
<b>Premises:</b>	Wazobia Restaurant, 670 Old Kent Road, London, SE15 1JF	
<b>Ref':</b>	<b>880862</b>	

We support the application for the review of the premises licence, submitted by an 'other person' (that being a local landlord) under The Licensing Act 2003 (the Act), in respect of the premises known as Wazobia Restaurant, 670 Old Kent Road, London, SE15 1JF.

### **1. The application**

The application was submitted in respect of all of the licensing objectives and states the following grounds for the review (verbatim):

- *“Demonstrable evidence of significant social, economic, or public health impacts related to the licensing objectives.*
- *Proven instances of misconduct or malpractice by the licensee, which raise concerns about the suitability of the objectives or the licensee's adherence to them.*

*We wish to bring to your attention an on-going matter with regard to the above-mentioned restaurant - situated below five residential apartments that we, Space Investments Limited, own on a long leasehold basis. We manage the properties ourselves.*

*The restaurant becomes a night club from Thursday night onwards, causing severe noise nuisance to our properties, the residents above and surrounding neighbour properties. Noise and vibrations are felt from the ground up with constant thuds of music and is a huge disturbance to residents in the apartments. There are often frequent gatherings outside the restaurant too, that are intimidating to our residents, who are complaining to us that they feel too unsafe to leave/enter their home. In some instances, there have been threats of violence towards our Tenants where the Police have also been contacted.*

*We have been in continuous contact with Southwark Noise and Nuisance/Environmental Health for over 6 years (all documented), as have the residents of the above-mentioned flats. We are aware of number of officers visits to witness the noise during the early hours, and outside of any licenced timings. A noise abatement notice has also been issued to the owner of Wazobia Restaurant, yet this had no affect and if anything matters are now worse.*

*We also engaged with the Superior Landlord (Freeholder) in regard to their Tenant (Wazobia); but they have shown little interest in reviewing as are more concerned with having the unit occupied and collecting rent.*

*The constant noise has a huge impact on our Tenants health, safety and general wellbeing. Our residents have lost hope over the poor response from Southwark Noise and Nuisance team and instead of seeking assistance from the borough, who should support them; simply opt to break their tenancy agreements early and move out.*

*As you can appreciate this is a tiresome and stressful process for all concerned and becoming a financial burden to us each time a Tenant seeks to want to vacate. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence. We are taking legal advice on the matter concerning the restaurant on the ground floor, as yet more cost, and also seeking expert witness noise and nuisance consultancy in further proving our claim.*

*We are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property. We hope to be able to engage with you swiftly as the problem persists and needs your support.”*

## **2. The extant premises licence**

The premises licence (number 866452) issued in respect of the premises allows for the following –

### **Live music & recorded music:**

**Sunday - Thursday: 12:00 – 00:00 (midnight)**  
**Friday & Saturday: 12:00 – 03:00**

### **Late night refreshment:**

**Sunday - Thursday: 23:00 – 00:00**  
**Friday & Saturday: 23:00 – 03:00**

### **The sale by retail of alcohol to be consumed on the premises:**

**Sunday - Thursday: 12:00 – 00:00 (midnight)**  
**Friday & Saturday: 12:00 – 03:00**

**Opening hours:****Sunday - Thursday: 12:00 – 00:00****Friday & Saturday: 12:00 – 03:30**

A copy of the premises licence number 866452 is attached to this representation as appendix 1.

**2. The Locale**

The premises are located towards the south of Old Kent Road.

Old Kent Road is a major arterial road with a high volume of traffic both day and night. Old Kent Road has many commercial premises of varying types, many licensed premises and also industrial areas just off it. The premises are in a parade of shops on Old Kent Road with residential dwellings immediately above the premises, and at 1<sup>st</sup> floor level and above along the parade of shops. Opposite the premises there is a large vacant plot of land, a building site and various commercial premises. The road behind the premises (Ethnard Road) is entirely residential.

A map of the local area is attached as appendix 2.

Photographs showing the premises and its immediate surroundings (including residential dwellings adjacent to, and in close proximity to, the premises) are attached as appendix 3.

**3. This council's Statement of Licensing Policy**

According to section 7 of this council's statement of licensing policy 2021 – 2026 (the SoLP), the premises fall within a residential area.

A copy of the SoLP is available via:

<https://www.southwark.gov.uk/assets/attach/7473/Statement-of-Licensing-Policy-2021-2026.pdf>

The following closing times are recommended in our SoLP in respect of various types of licensed premises located in residential areas as stated –

**Restaurants and cafes –**

Monday to Sunday: 23:00

**Public houses, wine bars, or other drinking establishments and bars in other types of premises –**

Monday to Sunday: 23:00

Event premises/ spaces where sale of alcohol is included in, and ancillary to, range of activities including meals –

Monday to Sunday: 23:00

Nightclubs (with 'sui generis' planning classification) –

Not considered appropriate for residential areas

- **NB** The premises licence issued in respect of the premises was originally issued on 23 April 2009. At that time, closing times were not recommended in our SoLP.

The reason that the current licence (number 866452) shows an issue date of 10 January 2019 is because at any time that a premises licence is amended or transferred, a new issue date is shown on the licence subsequent to the amendment or transfer of the licence. The premises licence was transferred to the current licensee on 10 January 2019.

Recommended closing times are included in the current SoLP as this council believes that the recommended closing times will help promote the licensing objectives, however all applications of any type must be judged on their own merits.

**4. Our comments in support of the review application**

Our comments relate to the promotion of the prevention of public nuisance and the prevention of crime and disorder licensing objectives.

The Licensing Unit has received five complaints of noise nuisance regarding the premises made by two local residents (residing at different addresses), and has been informed by the council's Noise and Nuisance Team (NaNT) that two noise abatement notices, issued under section 80 of the Environmental Protection Act 1990, have been served in respect of the premises. The noise abatement notices relate to loud amplified music emanating from the premises. In addition to this, the leaseholders of the flats above the premises have submitted a complaint regarding noise nuisance emanating from the premises, and disorder caused by the premises' customers.

Our position is that it has been substantiated twice by the council's NaNT that statutory noise nuisance has been caused by the operation of the premises. As the noise nuisance was witnessed at two separate complainant premises we also say that public nuisance has arisen due to the operation of the premises and is likely to arise again due to the operation of the premises, and further, that it is also likely that the premises' customers have caused disorder in the vicinity of the premises.

We recommend that the licensing sub-committee considers the inclusion of additional licence conditions as set out below.



### **Proposed additional licence conditions –**

- That all relevant staff shall be trained in their responsibilities under the Licensing Act 2003, the promotion of the licensing objectives and the terms and conditions of this licence. Records pertaining to such training ('the staff training logs') shall be kept at the premises, shall be updated every 6 months and shall be made immediately available to responsible authority officers on request. The training logs shall include the trainee's name (in block capitals), the trainer's name (in block capitals), the date(s) of training and a declaration that the training has been received and understood by the trainee. If the staff training logs are a paper hardcopy then the signature of the trainee, the signature of the trainer shall be included.
- That clearly legible signage shall be prominently displayed where it can easily be seen and read by customers, at all exits from the premises and in any external areas, requesting to the effect that customers leave the premises and locale in a quiet and orderly manner with respect to local residents. Such signage shall be kept free from obstructions at all times.
- That a dispersal policy to assist with patrons leaving the premises in an orderly and safe manner shall be devised and maintained regarding the premises. A copy of the dispersal policy shall be accessible at the premises at all times that the premises are in operation. The policy should include (but not necessarily be limited to) the following:
  - i. Details as to how customer / staff egress at the premises shall be managed to minimise causing nuisance.
  - ii. Details of public transport in the vicinity and how customers will be advised in respect of it.
  - iii. Details of the management of taxis to and from the premises.
  - iv. Details of the management of any 'winding down' period at the premises.
  - v. Details of the use of security and stewarding in respect of managing customer dispersal from the premises.
  - vi. Details of any cloakroom facility at the premises and how it is managed.
  - vii. Details of road safety in respect of customers leaving the premises.
  - viii. Details of the management of ejections from the premises.
    - I. Details as to how any physical altercations at the premises are to be managed
    - II. Details of how refuse / waste in the local vicinity arising through the operation of the premises will be cleared up (e.g. flyer clean up, post event clean up).

All relevant staff employed at the premises shall be trained in the latest version of the dispersal policy. Details of such training, including the printed name(s) of the trainee(s) and the date(s) that the training was given, shall be recorded in the staff training logs at the premises. If the dispersal policy is a paper hardcopy then the signature of the trainees shall also be included. The dispersal policy shall be made immediately available to responsible authority officers on request.

- That clearly legible signage stating a dedicated contact telephone number for the premises shall be prominently displayed where it can easily be seen read by passers-by. The signage shall state to the effect that the phone number shown can be used to contact the premises in respect of any complaints regarding the operation of the premises. Such signage shall be kept free from obstructions at all times. The telephone in respect of this number, if a mobile phone, must be on the duty manager's person at all times.
- That the premises' management shall regularly monitor any external areas of the premises, the immediate frontage of the premises and the passage way adjacent to the premises and take all necessary steps to ensure that noise from patrons, or the premises' operation, does not cause disturbance or nuisance of any kind. A log of such monitoring including the printed name of the person who undertook the monitoring, the date & time of the monitoring and any observations or actions taken subsequent to the monitoring shall be kept at the premises and be made immediately available to responsible authority officers on request.
- That a sound limiting device (or similar equipment) shall be installed at the premises, be maintained in full working order and be in use at all times that the premises are in operation under this licence. All amplification equipment, entertainment devices and amplified instruments shall be routed through the sound limiting device (or similar equipment) which shall be calibrated so that the level of amplified sound at the premises does not cause a statutory or public nuisance. Particular regard must be given to the attenuation of bass frequencies. Only management staff shall have access to the sound limiting device (or similar equipment) and shall be able to demonstrate that it is in use at the immediate request of responsible authority officers.
- That a qualified professional acoustic consultant is employed to calibrate the sound limiter at the premises and to arrange the layout, installation and orientation of the speakers at the premises so that sound transmission to adjacent buildings is minimised. A signed and dated report from the acoustic consultant shall be devised regarding the calibration of the sound limiter and any amendments to the speaker installation at the premises. A copy of the report shall be kept at the premises and provided to responsible authority officers immediately on request. Once the sound limiter has been calibrated, its control settings shall not be altered at any time, except for when altered by a qualified professional acoustic consultant or the premises' sound engineer.
- That only management staff shall have access to any amplification equipment at the premises, and only management staff shall be permitted to change any control settings on said equipment.
- That external doors at the premises shall be kept closed except to allow immediate, and emergency, access and egress to and from the premises.

- That any openable windows at the premises shall be kept closed at all times that regulated entertainment is taking place at the premises.
- That customers will not be permitted to congregate in the passage adjacent to the premises at any time. Relevant staff shall be trained to stop customers congregating in the passage and details of such training, including the printed name(s) of the trainee(s) and the date(s) that the training was given, shall be recorded in the staff training logs at the premises and shall be made immediately available to responsible authority officers on request.
- That staff at the premises will be trained to interact with customers congregating outside of the premises to ensure that those customers do not block the roads or pavements in the immediate vicinity of the premises. Details of such training, including the printed name(s) of the trainee(s) and the date(s) that the training was given, shall be recorded in the staff training logs at the premises and shall be made immediately available to responsible authority officers on request.
- That the sound level of any entertainment shall be attenuated to a quiet 'background' level at least 30 minutes prior to the premises closing on each day to create a 'winding down' period that will encourage customers to leave the premises.

In addition to the above, we recommend that the following licence conditions are amended as stated -

**Condition 341** that states -

*"The whole premises shall be sound insulated."*

be amended to state:

- That the whole premises shall be sound insulated. Proof of the insulation installation, including all details of the installation and any reports as to effectiveness of the insulation shall be kept at the premises and be made immediately available to responsible authority officers on request.

**Condition 842** that states -

*"That a 696 form must be submitted for any occasion in a premises licensed under the provisions of the Licensing Act 2003, using a DJ or MC performing to recorded background music, operating any time between 10pm and 6am, that is promoted in some form by outside promoter, where entry is either free, by invitation, pay on the door or by ticket."*

Be replaced by the following condition as 696 forms no longer exist:

- That any 3<sup>rd</sup> parties / members of the public using the premises for a promoted or private event must complete a venue hire agreement with the premises licence holder. The venue hire agreement shall include the full name and address of the hirer, copy of valid photo identification of the hirer (kept on file in accordance with data protection requirements), the hirer's signature and the date that the venue hire agreement has been signed. The venue hire agreement shall include all of the licensee's terms of hire. Such agreements shall be kept on file for 6 months from the date of the event and be made immediately available to responsible authority officers on request.

**Condition 845 that states -**

*“That two SIA registered door supervisors will be engaged when the premises are in operation Friday, Saturday or when the terminal hour is after 00.30 and will be employed at all times after 22:00 until the end of business and all patrons have vacated the premises. They will be engaged to monitor admission and re-admissions to the premises, security, protection, screening, dealing with conflict and ensure that conditions related to the use of the outside area are adhered to and that the dispersal policy for the premises is implemented.”*

be amended to state:

- That a minimum of two (2) SIA registered door supervisors will be employed at the premises at all times after 22:00 hours on Friday and Saturday or any day that the premises are operating after 00:00 (midnight). They will be employed to control entry to the premises, to deal with the searching / scanning of customers, to deal with any anti-social or disorderly behaviour at the premises, to de-escalate confrontations, to assist with emergency escape from the premises, to deal with the ejection of people from the premises, to assist management in liaising with the police regarding instances of crime and to assist with ensuring that the premises' dispersal policy is adhered to. When deployed, they shall remain at the premises until all patrons have vacated the premises and until at least 30 minutes after the premises close. The door supervisors shall be easily identifiable.

**Condition 845 that states -**

*“That an incident record is maintained and signed by the designated premises supervisor (DPS) on a weekly basis and is made available to police and council officers on request.”*

be amended to state:

- That an incident log shall be kept at the premises to record details of any of the following occurrences at the premises:
  - I. Instances of anti-social or disorderly behaviour
  - II. Calls to the police or other emergency services
  - III. Any complaints received
  - IV. Ejections of people from the premises

- V. Visits to the premises by the local authority or emergency services
- VI. Any malfunction in respect of the CCTV system
- VII. All crimes reported by customers, or observed by staff
- VIII. Any other relevant incidents

The incident log shall record the time, date, location in the premises and description of each incident, details of any action taken in respect of the incident and the printed name of the person reporting the incident. Details of incidents shall be recorded contemporaneously. The incident log shall be available / be accessible at the premises at all times that the premises are in use, and shall be made immediately available to responsible authority officers on request. If the incident log is a paper hardcopy then the signature of the person reporting the incident in the log shall also be included. All relevant staff employed at the premises shall be trained in the use of the incident log. Details of such training, including the printed name(s) of the trainee(s) and the date(s) that the training was given, shall be recorded in the staff training logs at the premises.

If the licensing sub-committee doesn't think that the imposition of **all** of the above conditions is appropriate we recommend that the premises closing time on Friday and Saturday is changed from 03:00 hours to 00:00 hours (midnight)

Yours sincerely,

**Wesley McArthur**  
Principal Enforcement Officer

# Licensing Act 2003

## Premises Licence



Regulatory Services  
Licensing Unit  
Hub 1, 3rd Floor  
PO Box 64529  
London, SE1P 5LX

**Premises licence number**

866452

### Part 1 - Premises details

<b>Postal address of premises, or if none, ordnance survey map reference or description</b>	
Wazobia Restaurant 670 Old Kent Road	
Ordnance survey map reference (if applicable): 177695534606	
<b>Post town</b> London	<b>Post code</b> SE15 1JF
<b>Telephone number</b>	

<b>Licensable activities authorised by the licence</b>
Live Music - Indoors Recorded Music - Indoors Late Night Refreshment - Indoors Sale by retail of alcohol to be consumed on premises

<b>The opening hours of the premises</b>
For any non standard timings see <b>Annex 2</b>
Monday 12:00 - 00:00
Tuesday 12:00 - 00:00
Wednesday 12:00 - 00:00
Thursday 12:00 - 00:00
Friday 12:00 - 03:30
Saturday 12:00 - 03:30
Sunday 12:00 - 00:00

<b>Where the licence authorises supplies of alcohol whether these are on and/ or off supplies</b>
Sale by retail of alcohol to be consumed on premises

**The times the licence authorises the carrying out of licensable activities**

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

**Live Music - Indoors**

Monday	12:00 - 00:00
Tuesday	12:00 - 00:00
Wednesday	12:00 - 00:00
Thursday	12:00 - 00:00
Friday	12:00 - 03:00
Saturday	12:00 - 03:00
Sunday	12:00 - 00:00

**Recorded Music - Indoors**

Monday	12:00 - 00:00
Tuesday	12:00 - 00:00
Wednesday	12:00 - 00:00
Thursday	12:00 - 00:00
Friday	12:00 - 03:00
Saturday	12:00 - 03:00
Sunday	12:00 - 00:00

**Late Night Refreshment - Indoors**

Monday	23:00 - 00:00
Tuesday	23:00 - 00:00
Wednesday	23:00 - 00:00
Thursday	23:00 - 00:00
Friday	23:00 - 03:00
Saturday	23:00 - 03:00
Sunday	23:00 - 00:00

**Sale by retail of alcohol to be consumed on premises**

Monday	12:00 - 00:00
Tuesday	12:00 - 00:00
Wednesday	12:00 - 00:00
Thursday	12:00 - 00:00
Friday	12:00 - 03:00
Saturday	12:00 - 03:00
Sunday	12:00 - 00:00

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

Unique Crispens Food Limited  
62 St. Fillans Road  
Catford  
London  
SE6 1DG

**Registered number of holder, for example company number, charity number (where applicable)**

11105296

**Name, address and telephone number of designated premises supervisor where the premises licence authorises for the supply of alcohol**

Emmanuel Alex Eke

**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.:  
Authority:

Licence Issue date 10/01/2019

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Head of Regulatory Services  
Hub 1, 3rd Floor  
PO Box 64529  
London, SE1P 5LX  
020 7525 5748  
[licensing@southwark.gov.uk](mailto: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.

**107** Any individual carrying out security activities at the premises must be. (a) be authorised to carry out that activity by a licence granted under the Private Security Industry Act 2001; or (b) be entitled to carry out that activity by virtue of section 4 of that Act.

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

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises -

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

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

(b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;

(c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner carries a significant risk of undermining a licensing objective;

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

(e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

**487** The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.

**488** (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) 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 either

- (a) a holographic mark; or
- (b) an ultraviolet feature.

**489** The responsible person shall ensure that -

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

- (i) Beer or cider: 1/2 pint;
- (ii) Gin, rum, vodka or whisky: 25 ml or 35 ml; and
- (iii) Still wine in a glass: 125 ml;

(b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and

(c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available,

**491** 1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purpose of the condition set out in paragraph (1):

(a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;

(b) "permitted price" is the price found by applying the formula  $P = D + (D \times V)$ , where-

- (i) P is the permitted price,
- (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
- (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;

(c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence -

- (i) the holder of the premises licence;
- (ii) the designated premises supervisor (if any) in respect of such a licence; or
- (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;
- (iv) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and (v) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

4. (1) Sub-paragraph (2) applies where the permitted price given by paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax; (2) the permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

**Annex 2 - Conditions consistent with the operating Schedule**

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

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

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

**315** Customers shall use no outside area after 22.00hrs other than those who temporarily leave the premises to smoke a cigarette. Those who do temporarily leave for this reason shall be the subjected to the requirement of a further search.

**332** Children will not be admitted after 8pm unless accompanied by an adult

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

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

**340** Bright lights shall be installed and used both inside and outside the premises

**341** The whole premises shall be sound insulated

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

**343** The registered door staff shall urge people to leave noiselessly and attempt to move on persons loitering outside the premises.

**344** There will be a designated smoking area at the rear of the premises and smokers are to be limited to 2 persons outside the rear of the premises.

**345** Only customers who have ordered substantial meals will only be served alcohol.

**346** There will be a suggestions box inside the entrance to the premises that will display a mobile number for complaints. The number shall be available throughout the opening hours of the premises.

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

**808** That there shall be no new admission of the public to the premises after 12 midnight.

**840** No open containers of alcohol to be taken outside the premises, as indicated in the floor plans.

**841** That an ID scanning system to the reasonable satisfaction of police be installed and maintained. The system should be capable of sharing information about banned customers with other venues, identify the hologram of an ID and read both passports and ID cards, able to identify fake or forged ID documents to a reasonable standard. The system will be in operation at all times after 22.00 whilst the premises are in operation under the premises licence when the terminal hour is after 00.30. All persons that enter the premises including staff, patrons, DJ's and associated staff will be scanned and have their details recorded on the system. The details shall be stored and made available on request for a period of no less than 31 days.

**842** That a 696 form must be submitted for any occasion in a premises licensed under the provisions of the Licensing Act 2003, using a DJ or MC performing to recorded background music, operating any time between 10pm and 6am, that is promoted in some form by outside promoter, where entry is either free, by invitation, pay on the door or by ticket.

**843** That no spirits (alcohol containing more than 20% ABV) shall be sold by the bottle or half bottle unless served by a waitress in the clearly designated VIP area to groups of more than 10.

**844** That all spirits (alcohol containing more than 20% ABV) shall be sold by the measure of 25ml or 35ml at a maximum of two measures per container/glass unless served by a waitress in the VIP area to groups of more than 10.

**845** That two SIA registered door supervisors will be engaged when the premises are in operation Friday, Saturday or when the terminal hour is after 00.30 and will be employed at all times after 22:00 until the end of business and all patrons have vacated the premises. They will be engaged to monitor admission and re-admissions to the premises, security, protection, screening, dealing with conflict and ensure that conditions related to the use of the outside area are adhered to and that the dispersal policy for the premises is implemented

**846** That when SIA are required they will be provided with hand held metal detection units in order to ensure that searches are carried out in respect of all admissions to the premises, whether members of the public or performers and their assistants and mechanical counting devices to ensure that the maximum accommodation limit of the premises is not exceeded.

**847** That alcohol is only to be served to customers that are seated and eating a substantial table meal and ancillary to that meal except Friday and Saturday's after 22.00 and Sundays proceeding a bank holiday. After 22:00 hours only customers who have ordered a substantial meal shall be served alcohol

**848** That a CCTV system be installed at the premises and be maintained in good working order and be continually recording at all times the premises are in use under the licence. The CCTV System must be capable of capturing a clear facial image of every person who enters the premises. It should cover all areas within the premises including the outside area to the front in all lighting conditions. It should be designed, installed and maintained in compliance with the ICO CCTV Code of Practice.

**849** That at least one member of staff should be on duty at all times the premises is open that is trained in the use of the CCTV and able to view and download images to a removable device on request of Police or council officer.

**850** That all empty glassware to be cleared at a frequency of 30 minutes or less.

**851** That an incident record is maintained and signed by the designated premises supervisor (DPS) on a weekly basis and is made available to police and council officers on request.

**852** That all staff are trained in their responsibilities under the Licensing Act 2003 and the signs of drunkenness and training records to be kept and updated every six months and shall be made immediately available to officers of the police and the council upon request.

**853** That customers shall use no outside area after 22.00 other than those who temporarily leave the premises to smoke a cigarette with no more than five people permitted to smoke at one any time. The area should be clearly designated and a system in place to limit the number outside.

**854** That after 00.00 anyone that leaves to smoke in the designated area should be recorded or issued a pass indicating they are a re-admission and no one without such pass will be allowed back in.

**855** That a record book of banned individuals shall be kept and held by the SIA on duty at the front door and made available to police and council officers for inspection on request.

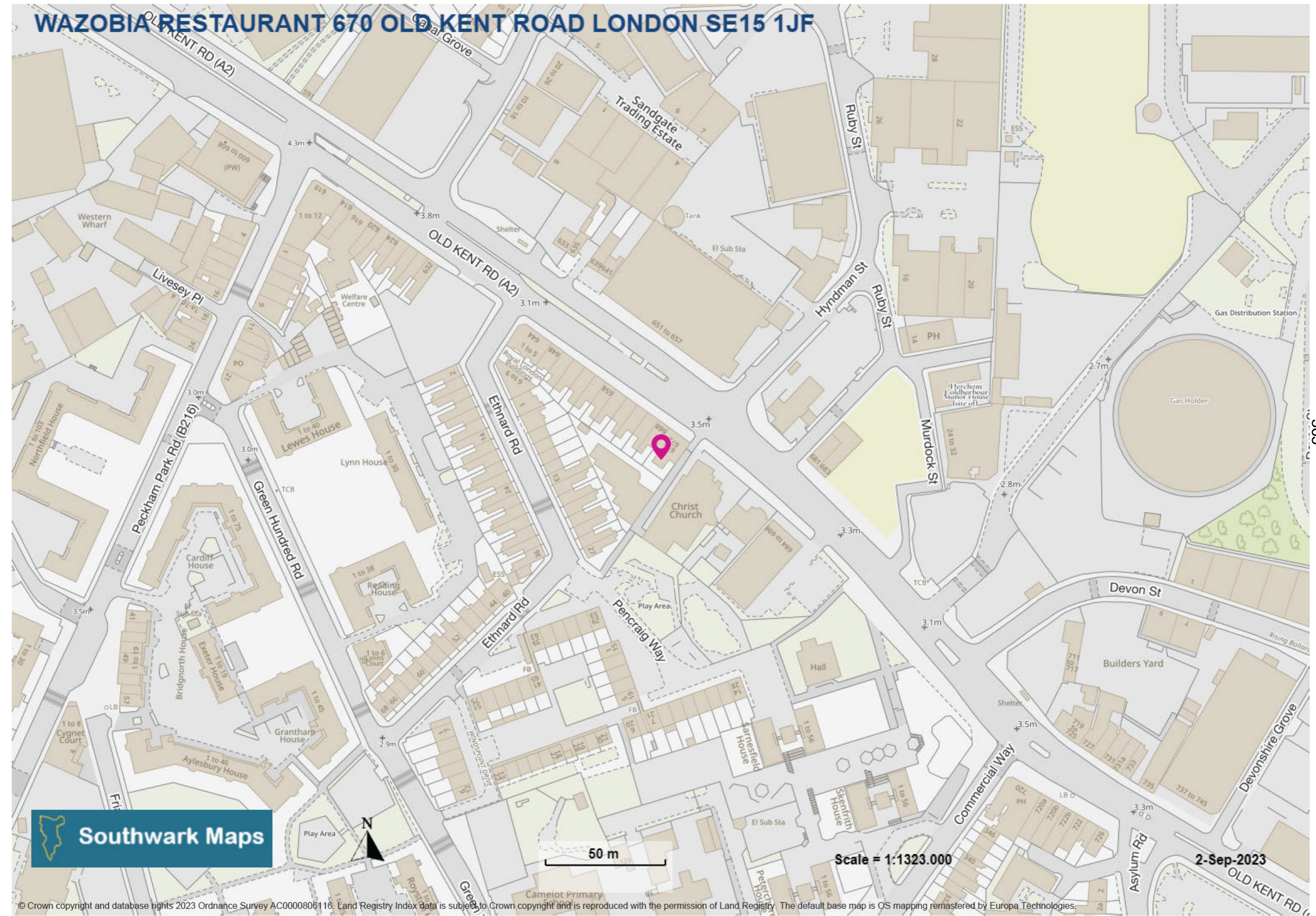
**Annex 4 - Plans – Attached**

Licence No. 866452

Plan No. RB/08 200

Plan Date August 2008

# WAZOBIA RESTAURANT 670 OLD KENT ROAD LONDON SE15 1JF



50 m

Scale = 1:1323.000

2-Sep-2023



### Appendix 3

View looking south across Old Kent Road showing the frontage of the premises and residential dwellings immediately above the premises.



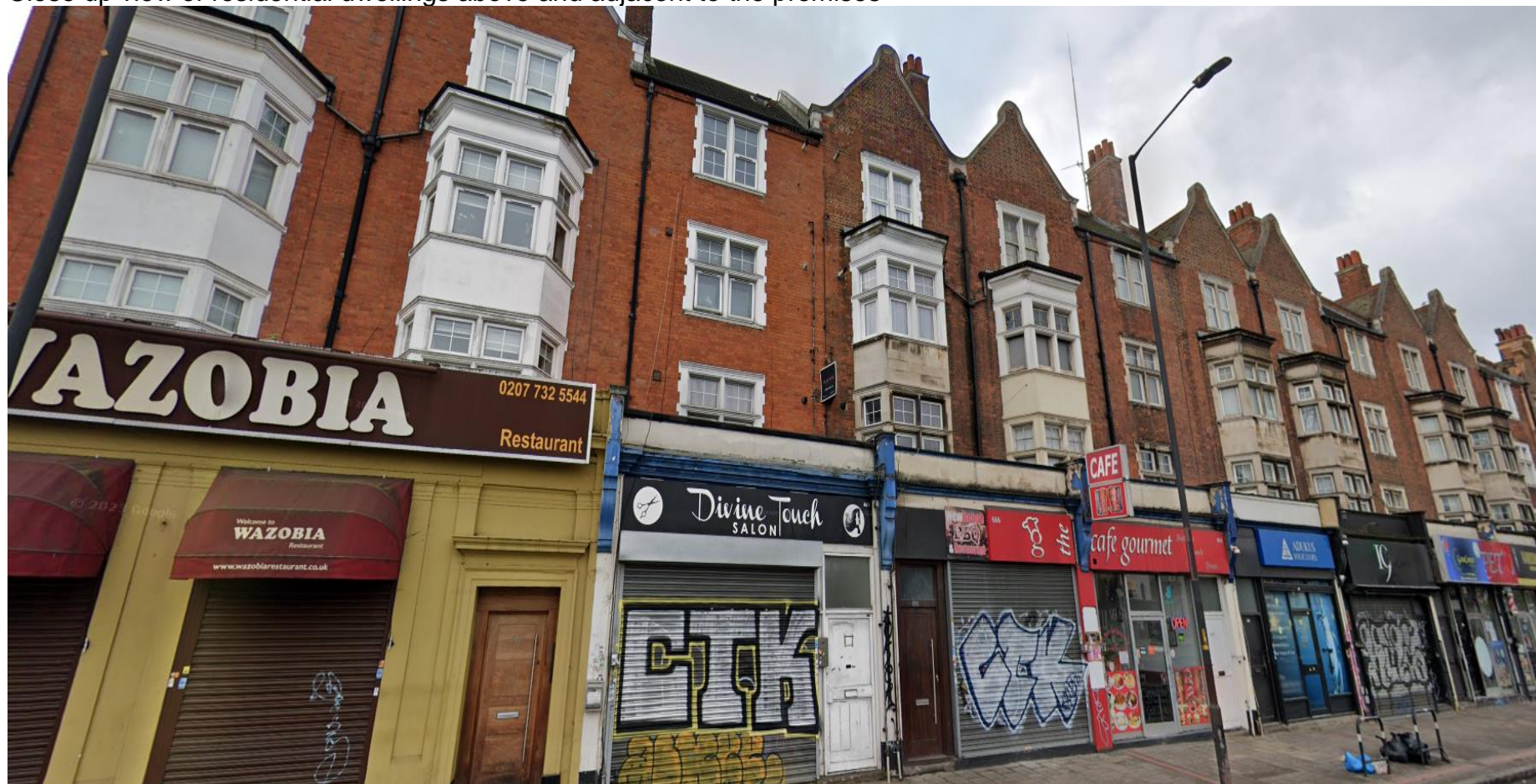
View looking north-west along Old Kent Road showing vacant plot of land opposite the premises



View looking south-east along Old Kent Road showing residential dwellings being built opposite the premises



Close up view of residential dwellings above and adjacent to the premises



View of passage adjacent to the premises. The passage leads to the junction of Ethnard Road and Pencraig Way



Residential dwellings on Ethnard Road (near the Junction of Pencraig Way) behind the premises, looking north-west along Ethnard Road.



**Appendix 4**

Date of complaint	Complaint reference number	Complainant	Summary of complaint / allegation
07/06/2009	C/372935	Local resident 1	<p>It's 2.40AM Sunday 7 June 2009, I'm lying on my bed in flat [REDACTED] Old Kent Road, in the [REDACTED] floor of the building, with my earplugs on, and can't get to sleep.</p> <p>The boom boom and the vibrations of the loud music being played all the way down in 670 OKR Wazobia Restaurant are creeping up through the walls and ventilation / chimney ducts.</p> <p>I don't know who to call to monitor this, it is the 2nd time since the opening party, that I thought was allowed to do such a thing and ended at 2am, but this time its still going on strong.</p> <p>Does a Family Restaurant have to be allowed to play music so loud that it can disturb other neighbours sleep? I beg you to reconsider the details of its license, and if the Restaurant has been fitted with anti-noise materials, these are not sufficient to dampen the boom boom and the vibrations.</p> <p>It's 3 AM and the music still going strong. Please help.</p>
15/11/2011	C/588547	Complaint made by local resident 1 to the Noise and Nuisance Team referred to the Licensing Unit	<p>I'm writing at 2AM following my complain about noise that started today 11.11.11 at 11.30pm, in 670 Old Kent Road, SE15 1JF, a restaurant called Wazobia. I live in the [REDACTED] floor of [REDACTED] Old Kent Road, and every Friday and Saturday night the people in this restaurant are playing very loud music, that creeps up and generates a constant thumping that gives me and my neighbours from the second floor, a terrible headache and stops us from resting.</p> <p>This restaurant, under the conditions of its licence, is not allowed to play loud music, let patrons mingle outside, and remain open until 3am. The premises are being used as a disco on Fridays and Saturdays, and it is</p>

**Appendix 4**

			<p>unacceptable in a space in the ground floor of a residential block. The flats above the restaurant are empty, nobody has moved in there. The closest and affected ones are the three flats in XXX, Old Kent Road.</p> <p>I have called many times the noise complain line, and only once staff came to my place to assess the nuisance. I work full time Monday to Friday, travel a lot and when I am home during the weekend I need to rest and have a good sleep. Ever since this restaurant opened, it's proven impossible. I have resorted to wear earplugs, close hermetically windows and doors, but the noise of loud music creeps up through walls and ventilation ducts and the constant boom boom is distressing.</p> <p>These people also gather in the back of the premises, talking loud, and all our bedrooms' windows are on that side.</p> <p>Needless to say, I dread Friday and Saturday night at home. Discussing with my neighbours what to do in this unbearable situation, we also feel unsafe going out or coming in after midnight, because of the groups of people outside our door.</p> <p>There have been numerous disturbances, and black cabs have not picked me up at 4am when I needed to go to the airport for an early flight, because of these intimidating gatherings. We feel we can not just go and ask them to put the music down, since they have a rather aggressive disposition. It's been already two hours with this nuisance, I am tired and need to sleep. I will put on my earplugs and wrap around my head with the pillows. This is not the solution. Something needs to be done to restore normal residential living conditions in this block.</p> <p>I would be thankful for advice, information on how to proceed or any action you can take.</p> <p>Good night</p>
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**Appendix 4**

13/02/2012	C/607744	Email from local resident 1 to a 3 <sup>rd</sup> party (possibly the building owner)	<p>Dear Mr. XXXXXX,</p> <p>The noise issue fridays and saturdays at the Wazobia restaurant continues.</p> <p>Apparently Mr. XXXXXXXX from the restaurant does think he can do as he pleases, and unfortunately he's getting away with it.</p> <p>I'm tired of calling the Council's Noise Department, having to wait for assessment teams late at night and letting complete strangers into my bedroom to assess the noise; writing emails, having to waste my free time with this, and even try to arrange business trips to avoid Fridays and Saturdays at home; it is just not acceptable and not nice to dread weekends at home.</p> <p>I've been writing and complaining about this ever since the restaurant opened, to the council with every license application to extend opening hours, to the Noise Department, etc.</p> <p>How Mr. XXXXXXXX managed to extend the hours of operation, from 11pm to 3am in a residential block, be allowed to play music -when he replied to a letter I sent to the Council that the establishment was a 'family restaurant' and that he had no intention to turn it into a 'club' and therefore no loud music would be played, is beyond comprehension.</p> <p>I've got plenty of images, videos and all documents (letters, emails, etc.) of all the steps I've taken so far to stop this and proof that these people do not have any consideration for their neighbours.</p> <p>I would be grateful if you could do something about this, the leasehold contract can not only apply to the residents regarding noise nuisance, the commercial tenants have to obey these rules too, in order to have a civilised and friendly life in this block.</p>
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**Appendix 4**

			<p>I'm available to meet and discuss this at your earliest convenience.</p> <p>Best regards,</p>
09/07/2014	C/790942	Complaint from Local resident 1 to a ward councillor forwarded to the Licensing Unit	<p>Dear Mrs/Ms Soanes,</p> <p>Shortly after I moved in my flat in XXX Old Kent Road, Flat X, XXXX XXX, a restaurant opened in 670-672 Old Kent Road. Initially they applied for opening hours until 1am, but I complained since it is located in a residential building. However, somehow they managed to apply and get granted license of opening hours Fri-Sat until 3am!</p> <p>I complained to the council but they said they had sent the letters to the neighbours and there were no people against it. I was and certainly am against it.</p> <p>The licensing officer sent me an email where he had the business owner promising no loud music and that the establishment would be a 'family restaurant'. Ever since then they have played loud music every single weekend. I try to sleep with earplugs and windows closed, however the thumping sounds and vibrations creep up through the building and it is very distressful to get a rest.</p> <p>I have called the noise/environmental service several times, emailed them, had them at home in the early hours, but only one team agreed that the noise was a nuisance. Another team I saw from my window talking to the restaurant owner, he then lowered the music, the team rang my bell, and logically there was no nuisance. Another team asked me if my widows had double glaze (they do) and suggested to keep them closed. It is not a nice experience to let unknown people into your flat, after several calls and a certain level of anxiety.</p> <p>In my building there are three flats, but I am the only owner who lives in the premises. The couple who lived below me were afraid of</p>

#### Appendix 4

			<p>complaining in case the people gathering in the restaurant would take any action against them. Needless to say, the customers of this restaurant are rather intimidating. So I have been the only one complaining. The flats above the restaurant have been recently refurbished into 5-6 flats and people have moved in. It is however difficult to meet them since we are all young employed people with long working hours.</p> <p>I do travel for work and have always tried to prolongue my stay outside my flat during the noisy days, but this is not the solution, and financially not always doable.</p> <p>I have kept all emails/records and letters between licensing dept., noise dept., my landlord, etc.</p> <p>To make matters worse, I returned two days ago from a two week working trip abroad and from my bedroom window I see the restaurant has erected a precarious building in the back (where the customers normally go to smoke and talk loudly!). This building does not have landlord's consent and is in a place that according to the leasehold has to be kept free in case of emergency. I am scared that this irresponsible construction could originate a fire or another catastrophe. Image attached.</p> <p>I am in London until 19th July before going abroad again, and would be thankful if we can meet and discuss this matter and find a solution. I presume in these days I can ask my neighbours for their cooperation and get this restaurant's license reviewed and opening hours reduced to normal, until 11pm.</p>
11/09/2014	C/795592	Noise & Nuisance Team	A noise complaint was referred to the Licensing Unit for informational purposes. We were informed that a statutory noise nuisance was witnessed at the premises on 7 September 2014. The nuisance was caused by loud amplified music. A noise abatement notice was served

#### Appendix 4

			under section 80 of the Environmental Protection Act 1990 in respect of the nuisance witnessed.
01/07/2015	C/813527	Complaint made by local resident 2 to the Noise and Nuisance Team copied to the Licensing Unit for informational purposes	This restaurant plays music that is much too loud from 11pm to 4am. This needs to stop as it keeps happening and repeating no matter how many times I call. reference: swk594421
05/05/2022	C/976036	Noise & Nuisance Team	A noise complaint was referred to the Licensing Unit for informational purposes. We were informed that a statutory noise nuisance was witnessed at the premises. The nuisance was caused by loud amplified music. A noise abatement notice dated 02 May 2022 was served under section 80 of the Environmental Protection Act 1990 in respect of the nuisance witnessed.
12/07/2023	A/02974	Review applicant	See the grounds for review in the main body of the representation

**From:** Walter.MinkaAgyeman@met.police.uk  
<Walter.MinkaAgyeman@met.police.uk>  
**Sent:** Wednesday, August 30, 2023 9:19 AM  
**To:** Tucker, Matt <Matt.Tucker@southwark.gov.uk>  
**Subject:** RE: Police representation for the review of Wazobia , 670 Old Kent Road, SE15 1JF

Hello Matt,

No worries at all, I received your out of hours so I understand you weren't in the office.

**3037966/22** - This occurred on 16/12/2022  
**3014817/22** – This incident occurred on 21/05/2022

Kind regards,

PC WALTER MINKA AGYEMAN 1264AS  
SOUTHWARK LICENSING TEAM |Southwark Police Station|  
305 Borough High Street, SE1 1JH  
Airwave: 562481  
Email: [p252253@met.pnn.police.uk](mailto:p252253@met.pnn.police.uk)



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POLICE**

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TERRITORIAL POLICING

**From:** Tucker, Matt <[Matt.Tucker@southwark.gov.uk](mailto:Matt.Tucker@southwark.gov.uk)>  
**Sent:** 29 August 2023 08:41  
**To:** Minka Agyeman Walter - AS-CU <[Walter.MinkaAgyeman@met.police.uk](mailto:Walter.MinkaAgyeman@met.police.uk)>  
**Subject:** RE: Police representation for the review of Wazobia , 670 Old Kent Road, SE15 1JF

Hi Walter – thanks for the e-mail and apologies for not acknowledging sooner.

Can you clarify dates of the following please?

- **3037966/22 – Crime report of an altercation between two males. One was an employee for Wazobia restaurant and the other was a member of the public. There were no injuries but some pushing and shoving witnessed on CCTV**
- **3014817/22 – Crime report of a theft of a wallet and a small rucksack. Staff were not helpful with regard to the investigation and wouldn't allow officers the opportunity to view the CCTV.**

Kind regards

**Matt Tucker**  
Principal Licensing Officer

**London Borough of Southwark****T.** 02075 251848**M.** 07842 322466**E.** [matt.tucker@southwark.gov.uk](mailto:matt.tucker@southwark.gov.uk)**Address:** Licensing Unit, Hub 1, Floor 3, 160 Tooley Street, London, SE1 2QH**Switchboard:** 020 7525 5000**Website:** [www.southwark.gov.uk](http://www.southwark.gov.uk)**From:** [Walter.MinkaAgyeman@met.police.uk](mailto:Walter.MinkaAgyeman@met.police.uk)<[Walter.MinkaAgyeman@met.police.uk](mailto:Walter.MinkaAgyeman@met.police.uk)>**Sent:** Wednesday, August 23, 2023 12:13 PM**To:** Regen, Licensing <[Licensing.Regen@southwark.gov.uk](mailto:Licensing.Regen@southwark.gov.uk)>**Cc:** Tucker, Matt <[Matt.Tucker@southwark.gov.uk](mailto:Matt.Tucker@southwark.gov.uk)>**Subject:** Police representation for the review of Wazobia , 670 Old Kent Road, SE15 1JF

Good afternoon,

Please find attached the police representation for the review of Wazobia, 670 Old Kent Road, SE15.

Kind regards

PC WALTER MINKA AGYEMAN 1264AS

SOUTHWARK LICENSING TEAM |Southwark Police Station|

305 Borough High Street, SE1 1JH

Airwave: 562481

Email: [p252253@met.pnn.police.uk](mailto:p252253@met.pnn.police.uk)**METROPOLITAN  
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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 6758

Email:

SouthwarkLicensing@met.police.uk

**Our reference:** 453/23

**Date:** 23rd June 2023

Dear Sir/Madam

**Re:- Wazobia Restaurant, 670 OLD KENT ROAD, SE15 1JF**

Police are in possession of an application for a review of the above premises licence in relation to the following licensing objectives; the prevention of public nuisance.

The application provides details of the concerns they have with regard to the operation of the premises, the continued noise and nuisance disturbance caused by patrons from the premises.

The police have the following comment to make in relation to this application to review the premises licence.

I have carried out searches on the police intelligence and recording systems and found the following in the last three years.

- 3037966/22 – Crime report of an altercation between two males. One was an employee for Wazobia restaurant and the other was a member of the public. There were no injuries but some pushing and shoving witnessed on CCTV
- 3014817/22 – Crime report of a theft of a wallet and a small rucksack. Staff were not helpful with regard to the investigation and wouldn't allow officers the opportunity to view the CCTV.
- Prohibition notice issued to the venue on 01/11/2020 for breaching COVID regulations for the following;

*Working for a safer Southwark*

- Breach of Section 17(1) in Part 3 of Schedule 1 – restrictions on opening hours of a business or service listed in 18(2) or 18(3) of schedule 1 (between 22:00 and 05:00)
- Breach of Section 17(1) in Part 3 of Schedule 1 – On a premises listed in Section 18(2) in Part 3 of Schedule 1 which serves alcohol for consumption on the premises – breach of restrictions on service of food and drink for consumption on the premises other than where it is ordered by and served to a seated customer; or failure to take all reasonable steps to ensure that a customer remains seated whilst consuming food or drink on the premises

I found a number of calls and incidents in the locality of the premises but could not directly link them to the operation of Wazobia, 670 Old Kent Road, as there are other services in the area.

This is submitted for the information of the licensing subcommittee.

The Following is submitted for your consideration.  
Yours Sincerely

**PC Walter MINKA AGYEMAN 1264AS**  
Southwark Police Licensing Unit  
Tel: 0207 232 6758



**From:** [REDACTED]  
**Sent:** Friday, August 11, 2023 4:22 PM  
**To:** Krishnan, Anusyutha <Anusyutha.Krishnan@southwark.gov.uk>  
**Subject:** Re: Representation Regarding License No: 880862

Hi there,

Our address is as follows

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Cheers

[REDACTED]

Sent from [Outlook for iOS](#)

---

**From:** Krishnan, Anusyutha <[Anusyutha.Krishnan@southwark.gov.uk](mailto:Anusyutha.Krishnan@southwark.gov.uk)>  
**Sent:** Friday, August 11, 2023 3:46:13 PM  
**To:** [REDACTED]  
**Subject:** RE: Representation Regarding License No: 880862

Dear [REDACTED]

Thank you for your email lodging a representation.

Please give us your address, as required for a valid representation.  
<https://www.southwark.gov.uk/business/licences/business-premises-licensing/how-to-lodge-a-representation>

Thank you in advance.

Kind regards,

Anusyutha Krishnan  
Unit Support Officer  
Licensing | Regulatory Services  
Southwark Council, 3rd Floor, Hub 1 | PO Box 64529 | London | SE1P 5LX  
Tel - 020 7525 7421 Licensing email - [licensing@southwark.gov.uk](mailto:licensing@southwark.gov.uk)

In future if you wish to submit a licensing application, a quicker way would be to apply online

**From:** [REDACTED]  
**Sent:** Friday, August 11, 2023 2:37 PM  
**To:** Regen, Licensing <[Licensing.Regen@southwark.gov.uk](mailto:Licensing.Regen@southwark.gov.uk)>  
**Subject:** Representation Regarding License No: 880862

Dear Sirs,

RE: License No 880862

Hope this email finds you well.

I am writing to share my experience with the Restaurant Wazobia, while living in one of the flats directly above.

The music played every weekend, Thursdays, Fridays and Saturdays, also Bank Holidays is not of a restaurant noise level but that of a night club and I can't really imagine how the apartments below us are managing.

Few events recorded by emails to our landlord that I can track for your information:

5<sup>th</sup> May 2023 - It started just after 2am and I was awoken by street noise of people arriving at the venue so it's certainly a party of some sort.

6<sup>th</sup> May 2023 - We submitted a noise complaint at the time. They were substantially louder than usual. A fight between people at the party also broke out after the event on the street which kept us up. At one stage we opened our bedroom window to see what was going on as there was lots of yelling and swearing and saw one of the men in a headlock.

15<sup>th</sup> May 2023 - The restaurant had another party in the weekend so we will keep reporting noise.

21<sup>st</sup> May 2023 - We rung the noise control team over the weekend as suggested and they came and checked it out.

5<sup>th</sup> June 2023 - Noise wise we haven't administered another noise disruption notice. They are still noisy and intimidating, the events still very much happen every week.

We stopped complains eventually due to lack of response and support from council Noise Nuisance team. I know there is an apartment below us with a baby so can only imagine how hard it is for them. On occasions there have been men blocking the door entrance to our building which as [REDACTED] I haven't felt comfortable having to maneuver around them or press the code to open the door.

We have not found it enjoyable living above the restaurant since we moved in April 2023. Constant noise from the restaurant has been affecting my sleep which has a toll

on my mental health. I wear ear plugs but feel that I shouldn't need to if I want to sleep in my own apartment. We requested our landlord, Space Investments Limited, to assist in terminating our tenancy agreement early. We moved out in July 2023 (within 3 months of our move in), as a result of unbearable noise nuisance from Restaurant Wazobia.

Hope the above will assist in making decision at this case.

Yours Faithfully,  
Former residents of [REDACTED] 670 Old Kent Road, SE15 1JF  
[REDACTED]

Resident A

**From:** [REDACTED]  
**Sent:** Monday, August 14, 2023 8:11 PM  
**To:** Regen, Licensing <[Licensing.Regen@southwark.gov.uk](mailto:Licensing.Regen@southwark.gov.uk)>  
**Subject:** RE Wazobia REF:880862

Dear the licensing Authority,  
Please find attached my representation letter.

Kind regards,

[REDACTED]

Licensing Department  
London Borough of Southwark  
Regulatory Services  
3rd Floor Hub 1  
PO Box 64529  
London  
SE1P 5LX

Date: 13<sup>th</sup> August 2023

email:licensing@southwark.gov.uk

To the Licensing Authority,

**Wazobia Restaurant, 670 Old Kent Road, London SE15 1JF**

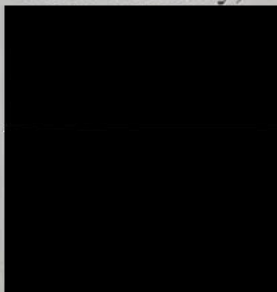
I write with reference to the above and confirm that I live within the vicinity of the premises. I have been made aware there is a review of the premises licence.

I confirm that I have had no cause for concern in relation to these premises and support the Premises Licence Holder in this review.

For the avoidance of doubt, I have no concerns regarding the premises and can clarify that I have never witnessed any public nuisance, noise, anti-social behaviour, disturbances or crimes occurring from or at the premises.

Should you require any further information please do not hesitate to contact me.

Yours faithfully,



Resident B

**From:** [REDACTED]  
**Sent:** Monday, August 14, 2023 9:00 PM  
**To:** Regen, Licensing <[Licensing.Regen@southwark.gov.uk](mailto:Licensing.Regen@southwark.gov.uk)>  
**Subject:** Wazobia RE: 880862

Hi Licensing officials,

Reference: Wazobia, 670 Old Kent Road, SE151JF

My name is [REDACTED], I live in [REDACTED]

I have lived here nearly a year now, and I want to express my remarks regarding the review of Wazobia restaurant license.

I have no issue with noise or the behaviour of patrons of Wazobia. We have never witnessed any antisocial behaviour, and the staff and patrons are always very friendly and hospitable.

Best regards,

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Resident C

**From:** [REDACTED]  
**Sent:** Tuesday, August 15, 2023 4:56 PM  
**To:** Regen, Licensing <[Licensing.Regen@southwark.gov.uk](mailto:Licensing.Regen@southwark.gov.uk)>  
**Subject:** Ref. 880862

Dear Licensing

Re: Wazobia Restaurant, 670 Old Kent Road , London SE15 1JF (880862)

I am living at [REDACTED]

I am writing with regards to the above name Restaurant as I have been made aware there is a review of the premises licence.

I can confirm I have no concern in relation to these premises, even when I am coming home late from work on weekend, the security always seem to be very nice, I haven't seen any issues or heard anything problem in the place , including I have No concern about noise in the place.

Should you require any further information please do not hesitate to contact me and I will be very grateful to help.

Regards

[REDACTED]

Resident D

**From:** [REDACTED]  
**Sent:** Wednesday, August 16, 2023 1:33 PM  
**To:** Krishnan, Anusyutha <Anusyutha.Krishnan@southwark.gov.uk>  
**Subject:** RE: Ref. 880862

[REDACTED]  
[Sent from Yahoo Mail on Android](#)

On Wed, 16 Aug 2023 at 1:29 pm, Krishnan, Anusyutha  
<[Anusyutha.Krishnan@southwark.gov.uk](mailto:Anusyutha.Krishnan@southwark.gov.uk)> wrote:

Dear [REDACTED]

Thank you for your email lodging a representation.

Could you please give us your full address including the flat number.

Thank you in advance.

Kind regards,

Anusyutha Krishnan  
Unit Support Officer  
Licensing | Regulatory Services  
Southwark Council, 3rd Floor, Hub 1 | PO Box 64529 | London | SE1P 5LX  
Tel - 020 7525 7421 Licensing email - [licensing@southwark.gov.uk](mailto:licensing@southwark.gov.uk)

In future if you wish to submit a licensing application, a quicker way would be to apply online

**From:** [REDACTED]  
**Sent:** Tuesday, August 15, 2023 6:17 PM  
**To:** Regen, Licensing <[Licensing.Regen@southwark.gov.uk](mailto:Licensing.Regen@southwark.gov.uk)>  
**Subject:** Ref. 880862

Dear Licensing,

Re: Wazobia Restaurant, 670 Old Kent Road , London SE15 1JF (880862)

My name is [REDACTED] and I live [REDACTED]

I am writing with reference to the above name restaurant.

I have been made aware there is a review of the premises licence.



I can confirm I have no concern in relation to these premises and also I haven't heard any noise issue from the venue.  
The place is well managed to my opinion.

Should you require any further information please do not hesitate to contact me

Regards

██████████

Resident E

**From:** [REDACTED]  
**Sent:** Tuesday, August 15, 2023 8:03 PM  
**To:** Regen, Licensing <[Licensing.Regen@southwark.gov.uk](mailto:Licensing.Regen@southwark.gov.uk)>  
**Subject:** RE: 880862

Dear Licensing

Re: Wazobia Restaurant, 670 Old Kent Road , London SE15 1JF (880862)

I am living at [REDACTED]

I am writing with regards to the above name Restaurant as I have been made aware there is a review of the premises licence.

I can confirm I have no concern in relation to these premises, even when I am coming home late from work on weekend, the security always seems to be very nice, I haven't seen any issues or heard anything problem in the place , including I have no concern about noise in the place.

Should you require any further information please do not hesitate to contact me and I will be very pleased to help.

Regards  
[REDACTED]

Resident F

From: [REDACTED]  
Sent: Wednesday, August 16, 2023 4:04 PM  
To: Regen, Licensing <[Licensing.Regen@southwark.gov.uk](mailto:Licensing.Regen@southwark.gov.uk)>  
Subject: Wazobia Restaurant

To the Licensing Authority,

Regarding:  
Wazobia Restaurant  
670 Old Kent Road  
London  
SE15 1JF

With reference to the above establishment, I would just like to say that I occupy [REDACTED] and someone has told me that there is a review of their licence.

I would like to state on record that I have had absolutely no concerns over noise, anti social behaviour, or any disturbances in the time that I have been at this address. I would be in full support of the restaurant keeping its license for the foreseeable future.

Please feel free to contact me if you want me to clarify my point further.

Regards

[REDACTED]

Resident G

Licensing Department  
London Borough of Southwark  
Regulatory Services  
3rd Floor Hub 1  
PO Box 64529  
London  
SE1P 5LX

Date: 13<sup>th</sup> August 2023

RECEIVED

16 AUG 2023

Ref: 880862

email:licensing@southwark.gov.uk

To the Licensing Authority,



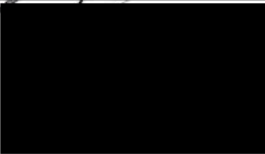
**Wazobia Restaurant, 670 Old Kent Road, London SE15 1JF**

I write with reference to the above and confirm that I live within the vicinity of the premises. I have been made aware there is a review of the premises licence.

I confirm that I have had no cause for concern in relation to these premises and support the Premises Licence Holder in this review.

For the avoidance of doubt, I have no concerns regarding the premises and can clarify that I have never witnessed any public nuisance, noise, anti-social behaviour, disturbances or crimes occurring from or at the premises.

Should you require any further information please do not hesitate to contact me.

Yours faithfully,  
  
  


Resident H

From: [REDACTED]  
Sent: Thursday, August 17, 2023 10:28 AM  
To: Regen, Licensing <[Licensing.Regen@southwark.gov.uk](mailto:Licensing.Regen@southwark.gov.uk)>  
Subject: Wazobia

Dear Licensing

Re: Wazobia Restaurant, 670 Old Kent Road , London SE15 1JF (880862)

I occupy [REDACTED]  
[REDACTED]

I am writing with regards to the above name Restaurant as I have been made aware there is a review of the premises licence.

I can confirm I have had absolutely no concerns over noise, anti social behaviour, etc in relation to these premises.

The security and the staff are very nice and they always keep the whole place clean.

Should you require any further info please do not hesitate to contact me.

Regards,  
[REDACTED]

Resident I

From: [REDACTED]  
Sent: Sunday, August 20, 2023 2:26 AM  
To: Regen, Licensing <[Licensing.Regen@southwark.gov.uk](mailto:Licensing.Regen@southwark.gov.uk)>  
Subject: 880862

Dear Licensing

Re: Wazobia Restaurant, 670 Old Kent Road , London SE15 1JF (880862)

I live at [REDACTED]

I am writing with regards to the above name Restaurant as I have been made aware there is a review of the premises licence.

I can confirm I have no concern in relation to these premises, even when I am coming home late from work on weekend, the security always seem to be very nice, I haven't seen any issues or heard anything problem in the place , including I have No concern about noise in the place.

Should you require any further information please do not hesitate to contact me

Regards

[REDACTED]

Sent from my iPhone

Resident J

**From:** [REDACTED]  
**Sent:** Monday, August 21, 2023 6:53 PM  
**To:** Regen, Licensing <[Licensing.Regen@southwark.gov.uk](mailto:Licensing.Regen@southwark.gov.uk)>  
**Subject:** Ref.880862

Dear Licensing,

Reference: 880862

Re: Wazobia Restaurant, 670 Old Kent Road , London SE15 1JF

I live at [REDACTED]  
[REDACTED]

I am writing with regards to the above name Restaurant as I have been made aware there is a review of the premises licence.

I can confirm I have had absolutely no concerns over noise, anti social behaviour, etc in relation to these premises.

the security and the staff are very nice and they always keep the whole place clean.

Should you require any further info please do not hesitate to contact me

Regards  
[REDACTED]

Sent Via E-Mail - [REDACTED]



Unique Crispens Food  
Limited  
62 St. Fillans Road  
Catford  
London  
SE6 1DG

6 May 2022

**Licensing Unit**

Direct Line: 020 7525 4642  
Direct Fax: 020 7525 5735  
Complaint Reference: 976036

Dear Sir / Madam,

**RE: THE LICENSING ACT 2003 – WARNING LETTER  
(Wazobia Restaurant, 670 Old Kent Road, London, SE15 1JF)**

I am writing to you to advise you that Southwark Council Licensing has received notification of a Statutory Noise Nuisance which occurred on 2 May 2022 at approximately 02.15 hours at your premises. It is also my understanding that a noise abatement notice has been served on you in respect of this matter.

I will now take this as an opportunity to remind you of licensing conditions attached to your premises licence which need to be adhered to;

**Annex 2 - Conditions consistent with the operating Schedule**

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

**315** Customers shall use no outside area after 22.00hrs other than those who temporarily leave the premises to smoke a cigarette. Those who do temporarily leave for this reason shall be the subjected to the requirement of a further search.

**341** The whole premises shall be sound insulated.

**343** The registered door staff shall urge people to leave noiselessly and attempt to move on persons loitering outside the premises.

**Licensing Unit** - Environment & Housing, Hub 2, Floor 3, 160 Tooley Street, London, SE1 2QH  
**Switchboard** - 020 7525 5000 **Website** - [www.southwark.gov.uk](http://www.southwark.gov.uk)  
**Strategic Director Environment & Housing** - Deborah Collins  
**Register to vote.** Complete the forms delivered to your home. Information: 020 7525 7373



**344** There will be a designated smoking area at the rear of the premises and smokers are to be limited to 2 persons outside the rear of the premises.

**345** Only customers who have ordered substantial meals will only be served alcohol.

**346** There will be a suggestions box inside the entrance to the premises that will display a mobile number for complaints. The number shall be available throughout the opening hours of the premises.

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

**808** That there shall be no new admission of the public to the premises after 12 midnight.

**840** No open containers of alcohol to be taken outside the premises, as indicated in the floor plans.

**841** That an ID scanning system to the reasonable satisfaction of police be installed and maintained. The system should be capable of sharing information about banned customers with other venues, identify the hologram of an ID and read both passports and ID cards, able to identify fake or forged ID documents to a reasonable standard. The system will be in operation at all times after 22.00 whilst the premises are in operation under the premises licence when the terminal hour is after 00.30. All persons that enter the premises including staff, patrons, DJ's and associated staff will be scanned and have their details recorded on the system. The details shall be stored and made available on request for a period of no less than 31 days.

**845** That two SIA registered door supervisors will be engaged when the premises are in operation Friday, Saturday or when the terminal hour is after 00.30 and will be employed at all times after 22:00 until the end of business and all patrons have vacated the premises. They will be engaged to monitor admission and re-admissions to the premises, security, protection, screening, dealing with conflict and ensure that conditions related to the use of the outside area are adhered to and that the dispersal policy for the premises is implemented.

**846** That when SIA are required they will be provided with hand held metal detection units in order to ensure that searches are carried out in respect of all admissions to the premises, whether members of the public or performers and their assistants and mechanical counting devices to ensure that the maximum accommodation limit of the premises is not exceeded.

**847** That alcohol is only to be served to customers that are seated and eating a substantial table meal and ancillary to that meal except Friday and Saturday's after 22.00 and Sundays proceeding a bank holiday. After 22:00 hours only customers who have ordered a substantial meal shall be served alcohol.

**848** That a CCTV system be installed at the premises and be maintained in good working order and be continually recording at all times the premises are in use under the licence. The CCTV System must be capable of capturing a clear facial image of every person who enters the premises. It should cover all areas within the premises including the outside area to the front in all lighting conditions. It should be designed, installed and maintained in compliance with the ICO CCTV Code of Practice.

**849** That at least one member of staff should be on duty at all times the premises is open that is trained in the use of the CCTV and able to view and download images to a removable device on request of Police or council officer.

**851** That an incident record is maintained and signed by the designated premises supervisor (DPS) on a weekly basis and is made available to police and council officers on request.

**852** That all staff are trained in their responsibilities under the Licensing Act 2003 and the signs of drunkenness and training records to be kept and updated every six months and shall be made immediately available to officers of the police and the council upon request.

**853** That customers shall use no outside area after 22.00 other than those who temporarily leave the premises to smoke a cigarette with no more than five people permitted to smoke at one any time. The area should be clearly designated and a system in place to limit the number outside.

**854** That after 00.00 anyone that leaves to smoke in the designated area should be recorded or issued a pass indicating they are a re-admission and no one without such pass will be allowed back in.

**855** That a record book of banned individuals shall be kept and held by the SIA on duty at the front door and made available to police and council officers for inspection on request.

**You must ensure that all premises licence conditions which are attached to your premises licence are adhered to.**

If compliance is not achieved the Council may take formal action that may affect your license or lead to a prosecution. I hope this warning will ensure that compliance is achieved and no further action will be required.

Should you wish to discuss this matter with a Licensing Enforcement Officer. Please contact us by email at [licensing@southwark.gov.uk](mailto:licensing@southwark.gov.uk) or by telephone on 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,

*Richard Kalu*

**Richard Kalu – Licensing Enforcement Officer**  
Southwark Council | Licensing Unit  
160 Tooley Street | London | SE1 2QH  
Direct line 020 7525 4642 | Fax 020 7525 5735 | Call Centre 020 7525 2000  
Visit our web pages <http://www.southwark.gov.uk/licensing>

c.c P.C. Graham White  
Southwark Police Licensing Office  
Walworth Police Station  
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London  
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**Licensing Unit** - Environment & Housing, Hub 2, Floor 3, 160 Tooley Street, London, SE1 2QH  
**Switchboard** - 020 7525 5000 **Website** - [www.southwark.gov.uk](http://www.southwark.gov.uk)  
**Strategic Director Environment & Housing** - Deborah Collins  
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Sent Via E-Mail - [REDACTED]



Emmanuel Alex Eke  
[REDACTED]

**Licensing Unit**

Direct Line: 020 7525 4642

Direct Fax: 020 7525 5735

Complaint Reference: 976036

6 May 2022

Dear Emmanuel Alex Eke,

**RE: THE LICENSING ACT 2003 – WARNING LETTER  
(Wazobia Restaurant, 670 Old Kent Road, London, SE15 1JF)**

I am writing to you to advise you that Southwark Council Licensing has received notification of a Statutory Noise Nuisance which occurred on 2 May 2022 at approximately 02.15 hours at your premises. It is also my understanding that a noise abatement notice has been served on you in respect of this matter.

I will now take this as an opportunity to remind you of licensing conditions attached to your premises licence which need to be adhered to;

**Annex 2 - Conditions consistent with the operating Schedule**

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

**315** Customers shall use no outside area after 22.00hrs other than those who temporarily leave the premises to smoke a cigarette. Those who do temporarily leave for this reason shall be the subjected to the requirement of a further search.

**341** The whole premises shall be sound insulated.

**343** The registered door staff shall urge people to leave noiselessly and attempt to move on persons loitering outside the premises.

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**344** There will be a designated smoking area at the rear of the premises and smokers are to be limited to 2 persons outside the rear of the premises.

**345** Only customers who have ordered substantial meals will only be served alcohol.

**346** There will be a suggestions box inside the entrance to the premises that will display a mobile number for complaints. The number shall be available throughout the opening hours of the premises.

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

**808** That there shall be no new admission of the public to the premises after 12 midnight.

**840** No open containers of alcohol to be taken outside the premises, as indicated in the floor plans.

**841** That an ID scanning system to the reasonable satisfaction of police be installed and maintained. The system should be capable of sharing information about banned customers with other venues, identify the hologram of an ID and read both passports and ID cards, able to identify fake or forged ID documents to a reasonable standard. The system will be in operation at all times after 22.00 whilst the premises are in operation under the premises licence when the terminal hour is after 00.30. All persons that enter the premises including staff, patrons, DJ's and associated staff will be scanned and have their details recorded on the system. The details shall be stored and made available on request for a period of no less than 31 days.

**845** That two SIA registered door supervisors will be engaged when the premises are in operation Friday, Saturday or when the terminal hour is after 00.30 and will be employed at all times after 22:00 until the end of business and all patrons have vacated the premises. They will be engaged to monitor admission and re-admissions to the premises, security, protection, screening, dealing with conflict and ensure that conditions related to the use of the outside area are adhered to and that the dispersal policy for the premises is implemented.

**846** That when SIA are required they will be provided with hand held metal detection units in order to ensure that searches are carried out in respect of all admissions to the premises, whether members of the public or performers and their assistants and mechanical counting devices to ensure that the maximum accommodation limit of the premises is not exceeded.

**847** That alcohol is only to be served to customers that are seated and eating a substantial table meal and ancillary to that meal except Friday and Saturday's after 22.00 and Sundays proceeding a bank holiday. After 22:00 hours only customers who have ordered a substantial meal shall be served alcohol.

**848** That a CCTV system be installed at the premises and be maintained in good working order and be continually recording at all times the premises are in use under the licence. The CCTV System must be capable of capturing a clear facial image of every person who enters the premises. It should cover all areas within the premises including the outside area to the front in all lighting conditions. It should be designed, installed and maintained in compliance with the ICO CCTV Code of Practice.

**849** That at least one member of staff should be on duty at all times the premises is open that is trained in the use of the CCTV and able to view and download images to a removable device on request of Police or council officer.

**851** That an incident record is maintained and signed by the designated premises supervisor (DPS) on a weekly basis and is made available to police and council officers on request.

**852** That all staff are trained in their responsibilities under the Licensing Act 2003 and the signs of drunkenness and training records to be kept and updated every six months and shall be made immediately available to officers of the police and the council upon request.

**853** That customers shall use no outside area after 22.00 other than those who temporarily leave the premises to smoke a cigarette with no more than five people permitted to smoke at one any time. The area should be clearly designated and a system in place to limit the number outside.

**854** That after 00.00 anyone that leaves to smoke in the designated area should be recorded or issued a pass indicating they are a re-admission and no one without such pass will be allowed back in.

**855** That a record book of banned individuals shall be kept and held by the SIA on duty at the front door and made available to police and council officers for inspection on request.

**You must ensure that all premises licence conditions which are attached to your premises licence are adhered to.**

If compliance is not achieved the Council may take formal action that may affect your license or lead to a prosecution. I hope this warning will ensure that compliance is achieved and no further action will be required.

Should you wish to discuss this matter with a Licensing Enforcement Officer. Please contact us by email at [licensing@southwark.gov.uk](mailto:licensing@southwark.gov.uk) or by telephone on 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,

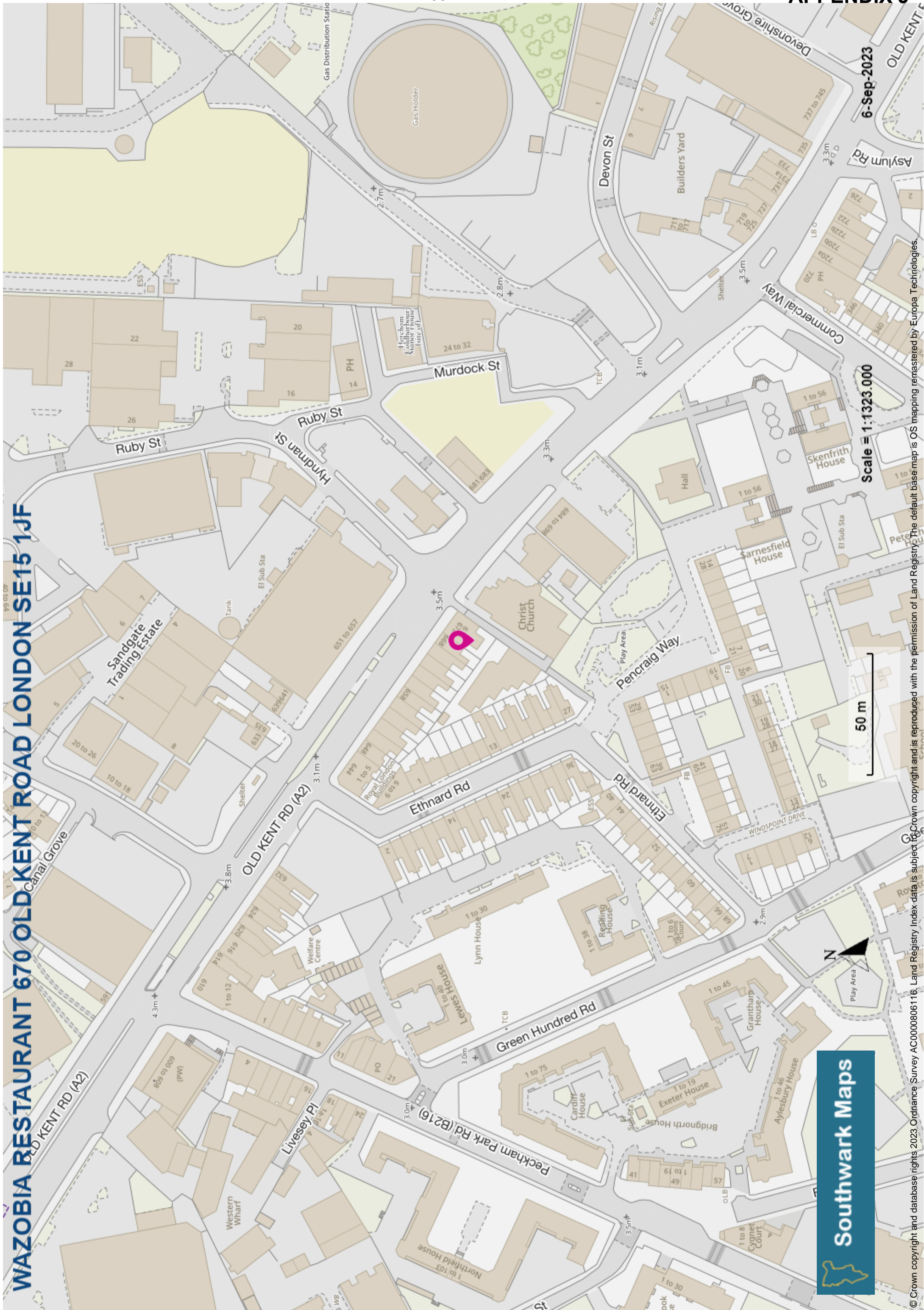
*Richard Kalu*

**Richard Kalu – Licensing Enforcement Officer**  
Southwark Council | Licensing Unit  
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WAZOBIA RESTAURANT 670 OLD KENT ROAD LONDON SE15 1JF



Scale = 1:1323,000

50 m

6-Sep-2023



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