

# APPENDIX O

Space Investments Ltd  
15 Theed Street  
London  
SE1 8ST  
2 July 2024

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

**RE: Review of License Number 880862, Wazobia Restaurant, 670-672 Old Kent Road, SE15 1JF**

On 23<sup>rd</sup> August 2023, Space Investments Ltd submitted an application to review license number 880862 under Section 51 of the Licensing Act 2003. Copy of that application can be found at enclosed paginated bundle of true copy documents, A1, page 2.

The Decision of the London Borough of Southwark's licensing committee is dated 31<sup>st</sup> October 2023 and can be found at A2, page 10.

Appeal has been filed against The Decision of the London Borough of Southwark's licensing committee's decision and has been heard in Croydon Magistrate's Court on 10<sup>th</sup> June 2024. It has been ordered that the appeal is remitted for the re-hearing by the Licensing Sub-Committee. Court order can be found at A3, page 19.

Space Investments Ltd, on behalf of the residents of flats 1 to 5, 670 Old Kent Road, SE15 1JF, seeks to address an ongoing 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.

Noise nuisance complains have been reported by Space investment Ltd tenants numerous times to both ourselves and council over last couple of years. We also note the historic noise nuisance complains dating back to year 2009 as per initial license review representation by Wesley McArthur, Principal Enforcement Officer at Licensing Unit of London Borough of Southwark, that can be found at A4, page 49. We acknowledge the restaurant was under different management until year 2016; however it demonstrates a long ongoing issue of premises operations within the residential area.

Exhibited within A5, starting at page 66, are the complaints we have received from our tenants prior to our application to review Wazobia's licence, on 23<sup>rd</sup> August 2023. Below is a summary of the key occurrences.

On 29 May 2021, excessive noise was reported by a tenant of Flat 1. She stated that the flats and appliances shook from the bass and the DJ's shouts were heard word for word. She confirmed that she had approached the manager of the restaurant in regards to noise nuisance, and she expressed concerns about his manners, disrespect and threats to kick them out of their flat. The tenant shared their concerns on the effect of their wellbeing due to lack of sleep and disturbance and their wish to move (see page 132).

On 16 June 2021, the same tenant at Flat 1 advised of their attempts to speak with Southwark Council on the matter and their failure to properly assess the issue. They highlighted their concerns of Wazobia Restaurant's performances during the Covid restrictions, confirming the attitude of the manager towards the neighbourhood and the law. She advised that reports had been made to police and Southwark Council continuously to no avail and reiterated the request to move (see page 133).

On 28 June 2021, the same tenant at Flat 1 advised that the noise nuisance had got even worse. She raised concerns that there was no attention from the police or the council in relation to the matter (see page 136).

On 23 September 2021, we received a termination notice from the tenants of flat 1 and the reason cited for the termination was persistent noise nuisance (see page 137).

On 4 January 2022, a new tenant at Flat 1 reported major problems with noise, as the restaurant often played loud music beyond their licensed hours at an inappropriate volume for a residential area. They described the flat as uninhabitable during the operating hours of the restaurant (see page 98).

On 24 January 2022, the tenants of flat 5 shared their experience of the restaurant owner after approaching him on the noise level issue. Our tenants were threatened by the owner of Wazobia to be removed from their property which they rent from us (see page 116).

On 26 January 2022, the tenants of Flat 5 confirmed noise nuisance every Friday and Saturday and shared their worries over aggressive behaviour from the restaurant owner (see page 117).

On 15 February 2022, a new tenant at Flat 1 reported continuous noise nuisance with loud music going past operating hours which was a regular occurrence. He advised that recordings were being made, but that he had not involved the council as yet (see page 99).

On 28 April 2022, the tenants of Flat 1 gave notice to vacate due to the persisting noise nuisance issue (see page 100).

On 14 May 2022, the tenants of Flat 1 updated us that the noise issue was continuing. They stated that the Council's Officers had witnessed statutory nuisance and that a noise abatement notice had been issued. The tenant was concerned that this had had no effect on the noise levels and shared his worries that neighbours also reported the issue to the council with no effect (see page 101).

On 24 May 2022, a new tenant at Flat 1 shared recordings and confirmed that the noise nuisance was disturbing every Friday, Saturday and often Sunday/holidays since they moved in (see page 102). The files attached to this email are recordings and videos which have been submitted as evidence with our representation. The files are called: 23rd January.mp4; 20th february 1 am.mov; 20th February 1 am.mov; 20th February 3\_53am.mov; 27th February 0\_24am.mov; 27th February 0\_23am.mov; 20th March 2022.mp4; 14th May 1\_23am.mov and 22nd May 2am. mov .

On 31 July 2022 the tenants of Flat 1 vacated.

On 17 September 2022, a new tenant of Flat 1 reported loud music and vibrations felt throughout the property on Fridays and Saturdays until 4am and that they were considering moving out (see page 83).

On 10 November 2022, we received a distressed call from the tenant at Flat 1, which was followed up by an email. They advised that they had approached the Restaurant owner directly and had been met with ignorance. Due to the major impact on their health they expressed no interest in escalating matters further to the Council or Police and chose the quickest solution i.e. terminate their lease and move out (see page 84).

On 13 December 2022, the tenants of Flat 1 moved out.

On 8 May 2023, a tenant of flat 4, complained about excessive noise after 2am together with gatherings and shouting outside the Licenced Premises (see page 57).

On 9 May 2023, the same tenant of Flat 4 confirmed that a complaint has been submitted to the Southwark Council Noise Nuisance team. They stated that noise was experienced on Thursday, Friday and Saturday nights, together with yelling, swearing and arguing outside the premises. The tenant did not feel safe to return home at late hours. The tenant enquired about moving out (see page 58).

On 16 May 2023 there was a report from Flat 4 of another loud party over the weekend. They enquired about lease termination (see page 60).

On 23 May 2023, the tenant of Flat 4 reported that Southwark Council Noise Nuisance had been called and an Officer had visited the premises to witness noise issues (see page 61).

On 6 June 2023, the tenant of Flat 4 confirmed that the noise issues were continuing (see page 63).

On 29 July 2023, the tenants of flat 4 moved out due to noise nuisance (see page 64).

Below listed complains received by Space Investments Ltd from tenants – post license review 31<sup>st</sup> October 2023, indicating that complains and concerns raised during the hearing have not been considered by Wazobia Restaurant management at all.

On 3 January 2024, the tenants of Flat 4 reported noise issues every Friday and Saturday, which were especially disturbing after midnight between 12-3am. They shared their concerns over the noise at flats below them being located closer to the source (see page 262).

On 4 January 2024, the tenants of Flat 5 reported noise nuisance from the restaurant as disturbing over the weekends. They stated that loud music operated and vibrations were felt up to 4am. The tenants said they are unable to sleep until the music stops (see page 271).

On 6 January 2024, the tenants of Flat 5 shared a recording of the noise they experienced between 1 am - 2am every Friday and Saturday (see page 271). The recording file is submitted in representation with our statement and is named 977E4AF3-0183-4ABC-87D6-56969BB4E506.mp4. The Noise from the restaurant is clearly audible on this recording, which was taken inside the flat. Flat 5 is two stories above Wazobia, and the flats below will no doubt be experiencing this noise nuisance as well.

On 9 January 2024, the tenants of Flat 5 shared a screen shot of a complaint raised with the Council in relation to the noise nuisance (see page 264 and 265).

On 21 January 2024, the tenants of flat 5 confirmed noise levels have not changed and there was no answer when they tried calling Southwark Council's Noise Nuisance Department (see page 277).

On 9 February 2024, the tenants of Flat 5 advised that noise nuisance is no longer heard on Sundays, however that music is still present on Saturday nights (see page 275).

On 18 February 2024, I received an email from the tenants of Flat 5 timed at 1 :54 am which advised that noise was still being heard late at night (page 13 of AT6). It attached recording 46EF24E7-A12E-4C07-B61A-4EC8C5467685.mp4 which has been submitted with our representation (see page 274).

On 5 March 2024, I received an email from the new tenants at Flat 1, confirming that the noise nuisance is especially bad between 1 and 3am and it is not good for sleeping (see page 287).

Space Investments Ltd requested tenants to keep noise diaries for couple of weeks and record any disturbance. Below are summaries of complains from tenants' diaries.

On 14 March 2024, 15 March 2024, 16 March 2024, 17 March 2024, 22 March 2024, 29 March 2024, 30 March 2024 tenant from flat 1 report excessive noise in bedroom, livingroom, bathroom. Banging loud music, loud speaking/screaming that affects their sleep and wakes them up at night. Tenant comments lack of sleep affects their performance at work and has an impact on their mental wellbeing. Tenant feels embarrassed to invite guests to their noisy flat. The noise disturbance only stops at 3.30am-4am (see page 295).

On 15 March 2024, 16 March 2024, 17 March 2024, 22 March 2024, 23 March 2024, tenant from flat 1 report very loud music and bass, loud talking and shouting, DJ speaking, that is heard in their bedroom. Noise and vibrations heavily impact tenants sleep and they feel exhausted at work. Noise and vibrations continue to 3.30am – 4am (see page 296).

15 March 2024, 16 March 2024, tenant from flat 1 report loud music heard in their bedroom from 10.30am to 3am. music is so loud they can hear the lyrics clearly and can sing along. Floor and bed vibrate from constant bass and tenant is unable to sleep (see page 297).

17 March 2024, tenant from flat 1 report heavy bass, vibrations, loud music and DJ speaking. They report loud music and DJ speaking. Tenant was woken up and unable to fall back to sleep. Noise continues to 3.33am (see page 297).

On 15 March 2024, tenant from flat 5 records noise and beats in the bedroom and comments that they are unable to sleep until 3am (see page 293).

On 16 March 2024, tenant from flat 5 records noise in the bedroom, bass and vibrations from 12am to 3.05am. Tenant advised he was woken up, unable to sleep and his visitor commented on how loud it is (see page 292).

On 22 March 2024, 23 March 2024, 24 March 2024 tenant from flat 1 report loud music and bass, people speaking outside after 4am, loud music on Sunday. Tenant has to turn TV volume up, unable to relax, has to use earplugs to sleep. The noise makes them and their guests very uncomfortable. Noise stops at 3.30am-4am (see page 298).

On 22 March 2024, tenant from flat 5 records noise and beats in bedroom from 11.45pm till 3.08am. Tenant comments he is unable to sleep (see page 294).

On 23 March 2024, tenant from flat 5 records vibrations and noise in the bedroom that only finished 3.32am. Tenant comments he is unable to sleep until 4am (see page 291).

On 5<sup>th</sup> May 2024, tenant from flat 1 sent an email at 11pm (Sunday) confirming music is on at the time and that nothing changed in terms of noise which is very disturbing and affects their sleep (see page 299).

18 May 2024, 26<sup>th</sup> May 2024 and Bank Holiday Weekend, tenant in flat 1 report loud music and bass affecting their ability to fall asleep even with earplugs. Bed vibrating from bass (see page 302).

23 June 2024, 24 June 2024, tenant from flat 1 report very loud music, bass, people screaming. Tenant keeps waking up (see page 302).

29 June 2024, tenant from flat 1 reports loud music and bass that is disturbing their sleep, tenant is unable to focus on their own things (see page 302).

Without dates. Tenants from flat 1 report loud noises and bass, people shouting, vibrations throughout the flat that last to 3am-4am every weekend. Tenants are unable to sleep due to noise and vibrations, lack of sleep affects their performance at work and other daily tasks (see page 301 and 303).

Space Investments have 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. A series of emails from the Appellant to Southwark's Noise and Nuisance Team (which forward complaints received from our tenants) can be found at pages 175–260.

On 16 June 2021 we approached Southwark Noise Nuisance Department and forwarded complaints received from our resident of flat 1, 670 Old Kent Road. The Council officer responded with general information that noise nuisance should be reported by tenants (see pages 175 - 181)

On 26 May 2022, we expressed our concerns to Southwark's Noise and Nuisance Team that despite our tenant's reports of noise nuisance, and despite officers from the council witnessing a statutory nuisance, the noise nuisance was continuing. We sought advice from the Southwark Noise Nuisance Department on what could be done from their perspective (see page 182).

On 30 May 2022, Southwark Noise & Nuisance team once again responded with general information on how noise should be reported by tenants and witnessed by Southwark officer (see page 187).

As is recorded in the documents, including the Decision, Officers from the Local Authority, witnessed statutory nuisance on 2 May 2022 and a Noise Abatement Notice was served on the Second Respondent, but this made no difference. A warning letter was sent to Wazobia on 6 May 2022 (see pages 510 - 513) but as can be seen from the complaints discussed above, that did not have any impact either.

On 17 May 2023, we approached Southwark Noise & Nuisance Team to advise that our tenants were still experiencing ongoing noise nuisance. We shared a number of complaints received from our tenants with Southwark Noise & Nuisance Department (see pages 200 - 201).

On 6 June 2022, we raised our concerns that a noise abatement notice had been issued to the restaurant and that regrettably it had not improved anything. We requested a more meaningful proposal from the Noise Nuisance Department on how to resolve this on-going issue (see page 193).

On 12 July 2023, due to no response following our email sent on 17 May 2023, we sent another request to review the ongoing noise nuisance issue, stressing the impact on the residents' health, safety and general wellbeing (see pages 207 - 208).

On 13 July 2023, the Southwark Noise & Nuisance team responded with general information on how noise should be reported and witnessed by their officer. They advised that since a statutory nuisance had not been witnessed by an Officer following the service of the noise abatement Notice, no further action could be taken (see pages 209 - 210).

On 14 July 2023, in response to Southwark Noise & Nuisance Department's email received 13<sup>th</sup> July 2023, we requested they take our email as a formal complaint from each of the 5 properties directly affected by the severe noise nuisance being caused by Wazobia and asked that they confirm what action

would be taken until they could demonstrate that there was no nuisance being caused. We do not see ii as being reasonable to request our tenants keep logging calls to the Southwark Noise & Nuisance Department at 3am in the morning nor for us to surrender our tenancy agreements and seek to re-let the properties at significant expense to us. We expressed our concerns at the lack of support from the Council to date (see pages 212 - 213).

We were eventually given advice by Matt Tucker, Principal Licensing Officer at London Borough of Southwark, to apply for a review of the premises licence. However, even when our position was supported by both principal officers from the licensing unit at the London Borough of Southwark, the licensing sub-committee supported the Licenced Premises and refused to curtail their operating hours.

Copies of the representations for first licensing committees' hearing (31<sup>st</sup> October 2023) received from the Environmental Protection Team, the Regulatory Licensing Unit and the Metropolitan Police can be found at A4 - pages 21 - 54, A8 pages 305 - 307 and A9 pages 309 - 312.

Copies of representations from the public, supporting the review that took place on 31<sup>st</sup> October 2023, can be found at A10, pages 314 - 316.

Copies of representations from the public, supporting the restaurant at hearing that took place on 31 October 2023, can be found at A11, pages 318 - 329. We note that the supporting letters are in the same format and some are even word-for-word identical, suggesting they were prepared by one person rather than representing the independent views of separate individuals.

Our tenants continue to contact Southwark Council's Noise Nuisance team by telephone and email. Even after the licence review hearing on 31 October 2023, the issue has not improved.

Despite numerous complaints lodged with both the manager of Wazobia Restaurant and Southwark Council, it appears that the gravity of our tenants' 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.

The Southwarks' Statement of Licensing Policy for 2021 - 2026 states at A12 page 371 that the suggested closing times of licensed restaurants in residential areas should be 23:00 daily. The area in which Wazobia is situated is a residential area as defined in the policy. This would be far more appropriate for our tenants.

At paragraph 2 of Mr Emmanuel Eke, Company director of Unique Crispens Food Ltd, trading as Wazobia, witness statement to the Croydon Magistrates' Court, states that '*The Premises (Wazobia Restaurant) has operated as late night restaurant and bar since 2001 and I took over the premises in 2016*' and at paragraph 3, he states '*The upstairs was originally for commercial use and then converted to residential*' (see page 420).

Further investigation has been undertaken into the use and planning history of the upper and lower floors of 670 Old Kent Road.

The ground floor and basement is Wazobia Restaurant and there are currently 5 flats in three upper floors of 670 Old Kent Road.

We exhibit at A14 planning permission 06/AP/2483 and officer report dated 13 March 2007. This planning permission grants permission for conversion of the upper floors into 5 residential flats and the officer report (page 435) notes that the use previously was a House in Multiple Occupation.

We do not believe that Mr Eke is correct in his assertion that the ground floor and basement has operated as late night restaurant and bar since 2001. We exhibit at A15 planning permission 08/AP/0641 and officer report dated 27 May 2008. This grants permission for change of use from a graphics/printing company to a restaurant. The officer report notes that there is residential accommodation in the upper floors, and as can be seen at pages 447 and 448, the officer report recommends imposing an hours condition and further conditions 'requiring details of extraction and ventilation equipment (including sound attenuation) and sound-proofing between the ground floor and flats' to ensure no adverse impact arising from cooking fumes and noise/disturbance from a restaurant use.

Condition 2 of the permission says that if used as a restaurant, then the operating hours will be 07:00 to 23:00 Monday to Sunday and condition 3 requires the submission of details of sound attenuation for the ventilation equipment required for restaurant use. As is shown from the evidence submitted in this representation, Wazobia Restaurant are operating in breach of condition 2 by operating their business outside of 07:00 to 23:00 Monday to Sunday.

Planning permission 08/AP/0641 was subject to a further condition (condition 4) requiring submission of details of a scheme to insulate the residential accommodation. This is unfortunately missing in the copy of planning permission 08/AP/0641 available from the Council's planning register, as after condition 3 it only states 'continued overleaf. However, on 11 February 2009 an application to approve the 'details of a scheme to insulate the residential accommodation as required by Condition 4 of planning permission dated 27 May 2008' was approved, pursuant to decision notice 09-AP-0040 and officer report, which can be found at pages 451 and 452. This demonstrates that a condition requiring submission of details of a scheme to insulate the residential accommodation in the upper storeys was also attached to planning permission 08/AP/0641.

In 2009, an application was made to vary condition 2 so to allow an increase in its operating hours to midnight Sunday to Thursday and to 6am Friday to Saturday. This application was refused on the grounds of residential amenity. A copy of decision notice 09/AP/0167 and officer report can be found at pages 454 - 460.

As can be seen from historical planning documents exhibited in our representation at A14 – A17, the upper floors were in residential use before the ground floor and basement converted to a restaurant.

In addition, Space Investments Ltd appointed Big Sky Acoustics Ltd to attend the five flats during the operating hours of the restaurant for the purpose of taking noise measurements and produce an expert report assessing the noise levels experienced in the flats. Please see full report at A18, pages 462 - 482.

The noise from the restaurant use at ground floor level was confirmed as noticeable, and measurable in all five flats above and amounts to a nuisance as evidenced by the measurement data which correlates with the complaint history for the site.

Wazobia Restaurant also appointed RBA Acoustics Ltd to carry out 'Noise Assessment Report' (see A19, pages 484 - 492). However we note the report is questionable and missing quite a few details, such as qualification of the assessor Mr Wildman, it does not provide the date, or the time, of the site visit by RBA Acoustics. Mr Wildman does not state if he witnessed the restaurant in operation. No make or model of the speaker is provided by Mr Wildman or a description of the size of the loudspeaker. As the loudspeaker is the noise generating device in this investigation the specification of that device is important information. Section 2.1 (page 487) also refers to "the current limiter setting, this was just below the volume level where power to the

DJ decks would be disconnected momentarily" but no detail is provided as to the make of the limiter, the model number, or the calibration details.

Space Investments Ltd appointed Big Sky Acoustics Ltd comments on RBA Acoustics Ltd 'Noise Assessment Report' can be found at A20, pages 494 - 503.

Moreover, tenant at flat 1 advised that Wazobia Restaurants' appointed RBA Acoustics Ltd noise assessment has been carried out on 19 April 2024 at approximately 2.30pm, and as confirmed by the tenant, not at maximum noise level as of the opening time of Wazobia Restaurant (see pages 505 - 506). Since the assessment was made during the day then there would have been masking noise from other noise sources including, and significantly, heavy road traffic flow on the Old Kent Road. As the restaurant operates until the early hours of the morning any assessment against background noise should be done at a representative time when there is lower, or no, masking noise from road traffic or from other daytime noise sources that would not be present late at night. Alternatively, this point about masking noise should be acknowledged by Mr Wildman in his report and corrections made for higher ambient noise levels in his assessment.

The tenants of Space investment Ltd have been enduring significant disruptions every Thursday, Friday, Saturday and Bank Holidays due to the excessive noise generated by the parties held at the Licenced Premises that operates as a night club late at night rather than just a restaurant.

Space Investments Ltd is directly affected as a result of the noise nuisance. Over the past few years, we have faced persistent challenges stemming from the loud music played at the Licenced Premises, which have resulted in substantial financial losses and a negative impact on the liveability of the flats above the Licenced Premises.

Our five flats that are located directly above this establishment have become increasingly difficult to rent due to the consistent noise disturbance caused by the loud music played at the Licenced Premises.

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 multiple tenants have been left with no option but to break their leases prematurely and relocate to more peaceful living environments.

The 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 few months, further exacerbating the financial strain we are experiencing.

Space Investments Ltd request for the prompt action to be taken to address the following issues:

- 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.
- 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.



- 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 a demanding economic environment.

Space Investments Ltd asks that the premises licence shall be modified so that:

i) The opening hours of the premises are:

Monday to Sunday: 12:00-23:00

ii) The hours for licensable activities are:

Monday to Sunday: 12:00-23:00

iii) The conditions of the premises licence are modified as set out in the decision of the Council on 31<sup>st</sup> October 2023.

2 July 2024

Alvyda Tumaite, on behalf of Space Investments Ltd

15 Theed Street

London

SE1 8ST

[a.tumaite@ppg.co.uk](mailto:a.tumaite@ppg.co.uk)

0207 620 2050

**A1**

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

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I am

	1) an individual, body or business which is not a responsible authority (please read guidance note 1)
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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
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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>
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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>
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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
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If yes, please state the date of the application

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

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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
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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	██████████
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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.

Dear Sirs,

**RE: Review of License Number 880862, Wazobia Restaurant, 670-672 Old Kent Road, SE15 1JF**

Please accept this letter on behalf of Space Investments Ltd and the residents of flats 1 to 5, 670 Old Kent Road, SE15 1JF 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,

Alvyda Tumaite

Space Investments Ltd

[a.tumaite@ppg.co.uk](mailto:a.tumaite@ppg.co.uk)

0207 620 2050

**A2**

## NOTICE OF DECISION

### LICENSING SUB-COMMITTEE – 31 OCTOBER 2023

#### SECTION 51 LICENSING ACT 2003: WAZOBIA RESTAURANT, 670 OLD KENT ROAD, LONDON SE15 1JF

##### Decision

That the council's licensing sub-committee, having considered an application made under Section 51 of the Licensing Act 2003 submitted by Space Investments Limited for the review of the premises licence issued in respect of Wazobia Restaurant, 670 Old Kent Road, London SE15 1JF having had regard to all relevant representations has decided to modify the licence.

##### Conditions

1. 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.
2. 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 limited to):

- i. Details of customer/staff egress at the premises shall be managed to minimise causing nuisance.
- ii. Details of public transport and taxis in the vicinity and how customers will be advised in respect of it.
- iii. The management of the "winding down" period at the premises.
- iv. Details of the use of security/stewarding in respect of managing customer dispersal from the premises.
- v. The management of ejections from the premises.
- vi. How any physical altercations at the premises are to be managed

All staff shall be trained in the latest version of the dispersal policy. Details of which will be recorded in the staff training logs at the premises. The dispersal policy shall be made immediately available to responsible authority officers on request

3. That clearly legible signage stating a dedicated contact telephone number for the premises will be prominently displayed where it can easily be seen read by passers-by. The signage will state 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 will be 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.

4. That a sound limiting device (or similar equipment) will be installed at the premises and will be maintained in full working order and be in use at all times the premises are in operation.
  - i. All amplification equipment, entertainment devices and amplified instruments shall be routed through the sound limiting device (or similar equipment) and shall be calibrated so that the amplified sound at the premises noise emitted from premises does not cause a statutory or other nuisance. Particular regard must be given to the attenuation of bass frequencies. Only management staff will have access to the sound limiting device (or similar equipment) and will be able to demonstrate that it is in use at the immediate request of responsible authority officers.
  - ii. A qualified professional acoustic consultant shall be 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 is minimised.
  - iii. A signed and dated report from the acoustic consultant regarding the calibration of the sound limiter and any amendments to the speaker installation at the premises report shall be kept at the premises and provided to responsible authority officers immediately on request.
  - iv. 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.
5. That all external doors and windows at the premises shall be kept closed except to allow ingress and egress to and from the premises.
6. That conditions 842 and 843 are removed from the premises licence.
7. That Condition 845 to be amended to include that the SIA registered door supervisors shall remain at the premises until all patrons have vacated the premises and until at least 30 minutes after the premises close.

## **Reasons**

This was an application submitted by Space Investments Limited for the review of the premises licence issued in respect of Wazobia Restaurant, 670 Old Kent Road, London SE15 1JF.

The licensing sub-committee heard from the applicant, who advised that the premises was a restaurant was a nightclub from Thursday nights onwards, which caused severe noise nuisance and disturbance to the applicant's tenants who resided in the properties above the premises. Tenants had complained of noise and vibrations being felt in their homes from the premises. Tenants also complained of patrons shouting, fighting and general disorderly

behaviour outside the premises which intimidated the residents, who were described as feeling too unsafe to leave/enter their home late at night. The applicant stated that some residents had been threatened with violence, with the police being contacted (see later).

A noise abatement notice had been issued but the tenants had reported little change. The noise had a huge impact on the tenants' health, safety and general wellbeing, with tenants terminating their tenancy agreements early. The noise disturbance began in the evenings and continued into the early hours of the following morning, often beyond licensed hours. Both the applicant and their tenants had attempted to address matters informally with the premises but had been ignored.

Although none of the applicant's tenants attended the hearing, the members of the sub-committee noted the following comments from their emails spanning the last (approximately) 12-months in the agenda:

"...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 so can only imagine how hard it is for them".

(8 May 2023, Agenda, page 127)

"...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.... 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...

I wear ear plugs but feel that I shouldn't need to if I want to sleep in my own apartment"

(9 May 2023, Agenda, page 129)

".....My ensuit 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....It's like hell.... 2 days a week every single week no rest, no silence how it should be in a living area..."

(17 May 2022 Agenda, page 153)

"...we just can't cope anymore. For the past 3 months we were suffering a lot living in this apartment. We can't sleep during the weekend at all....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.... not being able to sleep 2 days in a row every weekend caused us a lot of mental and physical health issues...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....we don't have any more mental strength to deal with a situation...”.

(10 November 2022, Agenda, page 154)

The premises' behaviour and reaction from the tenants included:

“...He also said he is fully license and he can make noise at anytime”.

(17 May 2022 Agenda page186)

“...We have had several face-to-face conversations and text message disputes about the noise disruptions with the manager.... 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..”.

(29 May 2021, Agenda, page 202)

“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. 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 bv 12am-4am this level is completely ignored....”

(16 June 2021, Agenda, page 203)

The licensing sub-committee heard from the environmental protection team officer who advised that between 2019 and 2023 a total of 15 complaints had been recorded. The council's noise and nuisance team attended the complaints and a statutory noise nuisance had been witnessed on 2 May 2022 after which a noise abatement notice was issued and again, on 4 June 2022, when a contravention to the noise abatement notice was witnessed. A caution was issued in respect of the breach of the noise abatement notice.

The officer also advised a statutory nuisance had also been witnessed in March 2018. Despite the premises licence holder appearing as accommodating in abating the nuisance, the officer stated that complaints continued to be received. The officer felt that the problems could be addressed by the premises licence holder/freeholder by modifying the licence. In view of the complaints being received after 00:00 at weekends, the officer recommended that the premises opening hours be reduced to match in line with those detailed in the Statement of Licensing Policy [2021-2026] for the area, being 23:00.

The licensing dub-committee heard from licensing as a responsible authority who advised that the licensing unit had received five complaints of noise nuisance regarding the premises which had been made by two residents residing at different addresses above the premises. The officer also made reference to two abatement notices served by the noise and nuisance team in respect of the loud amplified music emanating from the premises. Complaints of disorder caused by the premises' customers had also been received.

The officer concluded that since statutory noise nuisance had been witnessed twice due to the operation of the premises, it was likely to arise again. The officer recommended that the licence should be modified and suggested 13 conditions.

The legal representative for the premises then addressed licensing sub-committee and stated that the premises was a restaurant that had a late night licence when there is regulated entertainment on Fridays and Saturdays until 03.00. It was not accepted that the premises operated as a nightclub on these days, or at all.

Only one noise complaint had been received in 2022 and an abatement notice had been served in May 2022. It was the legal representative's contention that the notice had achieved its aim in abating the noise, benefiting the tenants. It was also suggested that there was essentially only two noise sensitive flats. It was accepted that there had been a breach of the Notice and a caution was accepted, as insufficient time had been provided to rectify matters in the premises. This included the removal of four wall mounted speakers; there was now only one floor standing speaker. To reduce the operating hours to 23:00 hours seven days a week was not a proportionate response to the application and would destroy the business.

The legal advisor for the premises also asserted that the noise complaints amounted to a private nuisance which should be addressed outside the licensing review process between the two leaseholders (being the applicant and the premises). There had also been historic animosity with the Applicant; no corroborating evidence was produced to the sub-committee regarding this.

Furthermore, the tenant in Flat 1 submitted a representation in support of the premises (Resident B, Agenda page 387), confirming that the premises was also cooperative. It was also highlighted that the police had not submitted a representation (only comments), making the allegations of disorder by the premises patrons questionable.

This was a review application of a premises licence submitted under Section 51 of the Licensing Act 2003 (LA2003) in respect of Wazobia Restaurant, 670 Old Kent Road, London SE15 1JF.

The premises is located on the ground floor of a four storey building on Old Kent Road, a major arterial road with a high volume of traffic both day and night. The premises has the benefit of a licence with opening hours: Sunday to Thursday until midnight and Friday and Saturday until 03:30 hours with licensable activities until 30 minutes prior to closing.

The applicant informed the sub-committee both orally, and in the written application that the noise disturbances emanating from Wazobia Restaurant had caused severe financial burdens and losses directly as a result of the noise nuisance. Financial loss is not a relevant consideration in respect the review of a premises licence. It is a positive duty of the licensing authority to promote the licensing objectives:

- “(a) the prevention of crime and disorder;
- (b) public safety;
- (c) the prevention of public nuisance; and
- (d) the protection of children from harm”.

s.4(2) LA2003

In determining the review application, it must promote the licensing objectives having regard to the application, relevant representations, Southwark's statement of licensing policy 2021-2026 (published under Section 5 of the Licensing Act 2023 and the Home Office Revised Guidance issued under Section 182 of the Licensing Act 2003 (July 2023) (the Section 182 guidance).

The options available to this sub-committee are:

- i. Take no action
- ii. Modify the premises licence
- iii. Exclude a licensable activity
- iv. Remove the designated premises supervisor
- v. Suspend the licence
- vi. Revoke the licence

(s.52(4) LA2003)

The legal advisor for the premises was of the view that the matters complained of by the applicant were a private nuisance; it did not materially affect the reasonable comfort and convenience of life of a class of His Majesty's subjects (*Attorney General v PYA Quarries* [1957] 2 QB 169). Because the matters amounted to a private nuisance, no action should be taken in respect of the premises licence (Section 52(3) Licensing Act 2003). This sub-committee does not agree with this proposition.

The Environmental Protection Act 1990 Act (EPA 1990) refers to two alternatives, that either

“noise emitted from premises so as to be prejudicial to health” or “a nuisance” (s. 79(1)(g)).

Also, the Section 182 guidance provides:

“Public nuisance is given a statutory meaning in many pieces of legislation. **It is however not narrowly defined in the 2003 Act and retains its broad common law meaning**” (emphasis added)

(Paragraph 2.21).

This legal position is similarly supported by case law. Members were advised of *Wellingborough Borough Council v Gordon* [1993] 1 ELR 218 where a nuisance was witness by a passing officer, but no neighbours had complained:

**“...nuisance can be proved notwithstanding that neighbours have refrained from complaining and that the evidence comes from a different source from those who might have been adversely affected by the nuisance”**

also:

**“..To establish noise nuisance it is not necessary to adduce evidence from a neighbouring occupier that he actually suffered interference with his reasonable enjoyment of his property”** (emphasis added)

Further, *R v Carrick DC, ex p. Shelley* [1996] Env. L.R. 273, referred to the EPA 1990:

“In principle ‘nuisance’ has its common law meaning, either a public or a private nuisance”



Further still, Bamford v Turnley (1862) 3 B & S 66, 83: Nuisance is:

“a substantial interference with the ordinary use of land.”

The Section 182 guidance speaks of the promotion of the prevention of public nuisance and that:

“..through representations, **to consider what constitutes public nuisance and what is appropriate to prevent it in terms of conditions attached to specific premises licences...**” (emphasis added).

(Paragraph 2.20)

The sub-committee was also mindful of:

“Conditions relating to noise nuisance will usually concern steps appropriate to control the levels of noise emanating from premises”.

(Paragraph 2.22)

and “...the approach of licensing authorities and responsible authorities should be one of prevention”

(Paragraph of 2.23)

The licensing sub-committee was satisfied that given that statutory noise nuisance was witnessed on two occasions and, noise and disorder complaints received from separate residential properties as a result of the operation of the premises. The complaints detailed in emails from tenants (extracts detailed above) suggests a high risk of further noise complaints or disorder in the vicinity of the premises being received if without additional measures added to the premises licence.

In considering what proportionate measures could be put in place alleviate the nuisance, the premises legal advisor was scathing of the conditions proposed by licensing (as a responsible authority). The sub-committee dismissed the comments made, in the knowledge that the officer representing Licensing was an experienced officer. The sub-committee was also mindful of the Section 182 guidance at paragraph 9.12 which provides:

“Each responsible authority will be an expert in their respective field, and in some cases it is likely that a particular responsible authority will be the licensing authority’s main source of advice in relation to a particular licensing objective”.

Having considered all of the verbal submissions and the information presented in the agenda, the licensing sub-committee decided that taking no action on the review application would undermine the licensing objectives, which this sub-committee is under a duty to promote. The representative for the premises indicated those conditions that would promote the licensing objectives in addition to being appropriate and proportionate. These conditions (in amended format) are to be added to premises licence.

In reaching this decision the sub-committee had regard to all the relevant considerations, the four licensing objectives and the public sector equality duty and determined that this decision was appropriate and proportionate.

## **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 Assistant Chief Executive - Governance and Assurance

Dated 9 November 2023

**A3**

**IN CROYDON MAGISTRATES' COURT BETWEEN:**

**SPACE INVESTMENTS LIMITED**

**Appellant**

**-and-**

**(1) LONDON BOROUGH OF SOUTHWARK**

**(2) UNIQUE CRISPENS FOOD LIMITED**

**Respondents**

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**ORDER OF DJ(MC) BENJAMIN**

**10 JUNE 2024**

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**UPON** the Appellant having made an appeal under section 181 of the Licensing Act 2003 (“the Act”);

**AND UPON** having heard from Counsel for the Appellant (Michael Feeney), Counsel for the First Respondent (Michael Rhimes) and Counsel for the Second Respondent (David Dadds)

**IT IS ORDERED THAT**

- (1) The above appeal is remitted for re-hearing by the Licensing Sub-Committee of the First Respondent in accordance with the following direction of the Court under section 181(2)(c) the Act:

To determine the review afresh at a rehearing, as soon as practicable, and – in particular – to obtain the views of the LET and the EPT on this matter, and to decide, with reasons, whether the hours should be reduced and what if any further conditions should be imposed.

- (2) No order as for costs

**A4**

**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

**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:** 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.

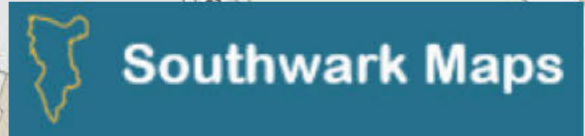
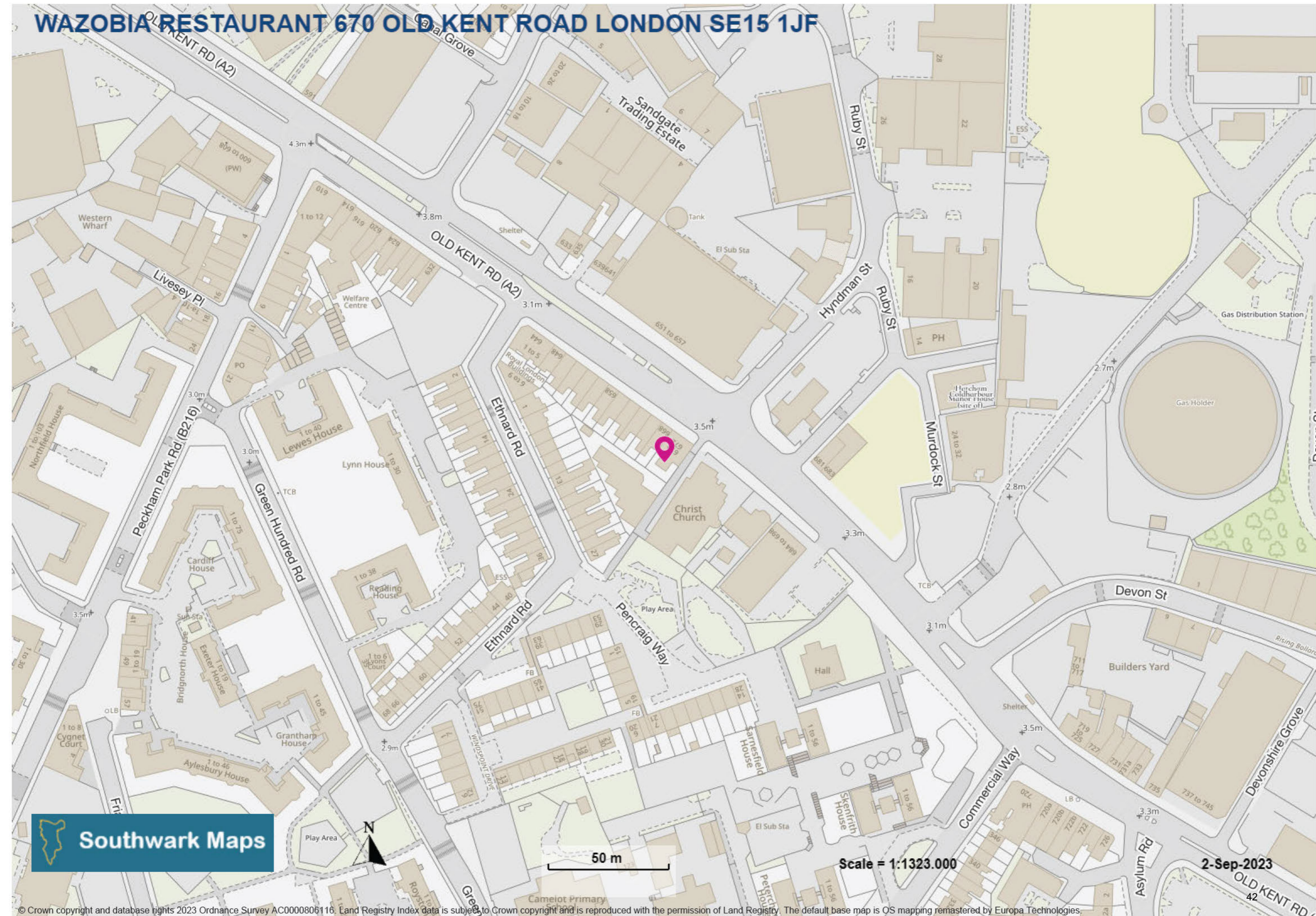
**Annex 4 - Plans – Attached**

Licence No. 866452

Plan No. RB/08 200

Plan Date August 2008

# WAZOBIA RESTAURANT 670 OLD KENT ROAD LONDON SE15 1JF



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.



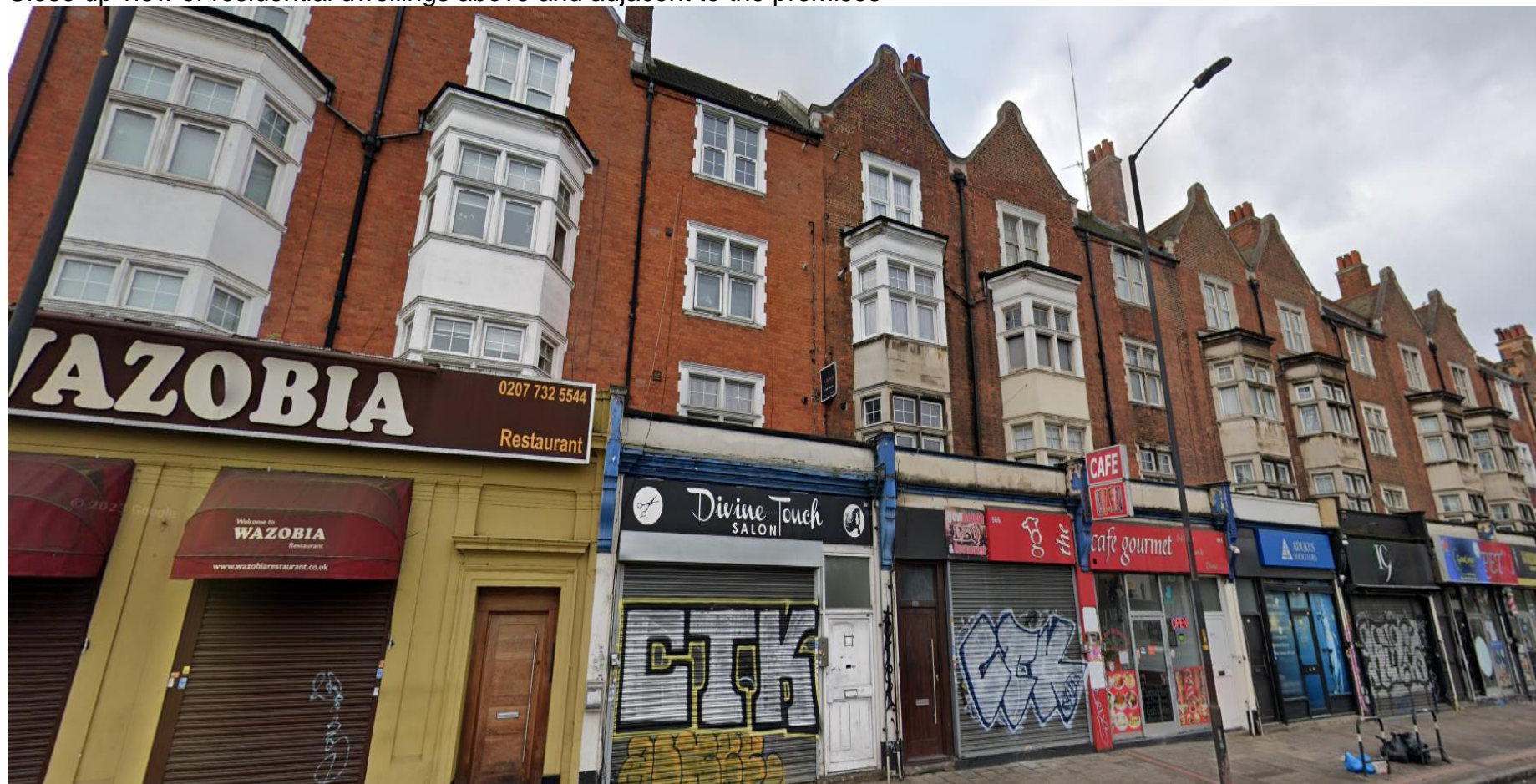
View looking north-west along Old Kent Road showing vacant plot of land opposite the premises



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	<p>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</p>

#### 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

**A5**



# 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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[REDACTED]

---

**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,

[REDACTED]

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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?

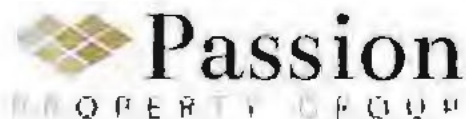
Please find link below how to report noise nuisance to local authorities should it occur in the future, note you can also report it to police:

<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 members and residents

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]

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**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 carter 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]

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**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] 07:49

[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](#)

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**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](#)

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**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)*

**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)*

File Provided

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 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:

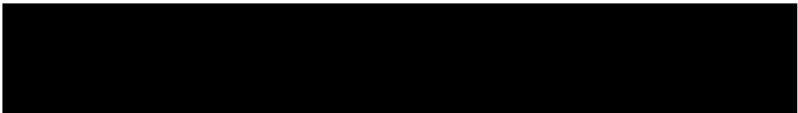
Amount of deposit paid: **£2307.69**

- 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]  
b51f94de99992bfb7c4  
ip: 148.253.134.212

## March 22, 2023

14:30:31 Document Signed by [REDACTED]  
b51f94de99992bfb7c4  
ip: 82.27.60.92

## March 24, 2023

16:31:48 Document viewed by [REDACTED]  
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ip: 109.170.254.72

16:35:51 Document viewed by [REDACTED]  
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ip: 109.170.254.72

16:37:20 Document Signed by [REDACTED]  
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16:37:28 Document Set to E [REDACTED]  
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ip: 109.170.254.72

16:37:28 Document Set to C [REDACTED]  
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ip: 109.170.254.72

16:37:28 Document Archived [REDACTED]  
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]

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**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 ensuit 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: [REDACTED]

Tenant 2: [REDACTED]

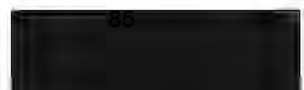
Tenant 3: [REDACTED]

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: 15 Theed Street, London, SE1 8ST

Postcode: \_\_\_\_\_

**Our property manager**

Contact name (if different to that above): Space Investments Ltd

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: [REDACTED]

Email: [REDACTED] Mobile: [REDACTED]

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 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) £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:

[REDACTED]

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]

15 February 2022 16:15

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.

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>) they will have the rights to issue any sanctions on the owners below. I would also suggest to take

[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]

---

**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]

Signature: [REDACTED]

DocuSigned by:



Tenant 2: [REDACTED]

Signature: [REDACTED]

DocuSigned by:



Tenant 3: [REDACTED]

Signature: [REDACTED]

DocuSigned by:



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 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]

---

**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 tenent 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]

Signature: [REDACTED]  
DocuSigned by:



Tenant 2: [REDACTED]

Signature: [REDACTED]  
DocuSigned by:



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)

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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] nfo  
**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]

[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 Issue

**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,





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.



m: [REDACTED]

Sent: 28 June 2021 14:56

To [REDACTED]

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.

[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]  
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):  
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:

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 [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)*:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



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.

## Sales Invoice

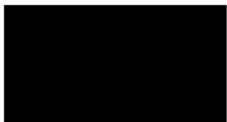
THE PASSION PROPERTY GROUP  
15 Theed Street  
London  
SE1 8ST

Invoice Date  
3 Aug 2023

Invoice Number

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 @ 	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

# 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  
1 Valentine Place  
South Bank  
London  
SE1 8QH  
United Kingdom



DESCRIPTION	QTY	Unit Price	Net	VAT Rate	VAT	Amount
Check Out for [REDACTED] (2 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

34 Upper  
Street London  
N1 0PN  
020 3890 7470

£-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]  
 |

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

**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]

[REDACTED]



# INVOICE

Invoice Date	15/12/2022
Invoice To	[REDACTED]
VAT No	978 9449 92

Passiva Property  
Passiva Property London  
1 Valentine Place  
South Bank  
London  
SE1 9QH  
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.



# 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: [REDACTED]  
Invoice Date: Invoice  
Number: 19/12/2022 [REDACTED]

## 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	£3120.00
VAT	£624.00
Invoice Total	£3744.00



1. **Introduction**

2. **Methodology**

3. **Results**

4. **Discussion**

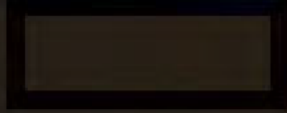
5. **Conclusion**

6. **References**

7. **Appendix**

8. **Tables**

9. **Figures**



10. **Supplementary Materials**

# INVOICE

Passion Property Group  
5th Floor  
London SE1 8QH

<b>Date</b>	08 August 2022
<b>Invoice Ref</b>	[REDACTED]
<b>Branch</b>	London
<b>Order Ref</b>	

### ADDRESS

[REDACTED]

### DETAILED ITEMISATION

Check In - 3 Bedroom Fully Furnished Apartment

Additional Rooms

<b>Total Excluding VAT</b>	£125.00
<b>VAT @ 20%</b>	£ 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]

[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:  
Invoice Number:

10/08/2022  
[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

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             [REDACTED]	£180.00
SUBTOTAL	£180.00
vat	£36.00
TOTAL	£216.00

1 GARFORD ST  
 LONDON, E14 8 JG  
 TELEPHONE [REDACTED]  
 Awaiting VAT NO.  
 [REDACTED]

# INVOICE

**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

[REDACTED]

[REDACTED]



# INVOICE



Treadwell House | Treadwell Road | Epsom | Surrey | KT18 5JR

08450 341 130

mail@homeinventories.co.uk

homeinventories.co.uk

**Invoice Date** 13/12/2022  
**Invoice Number** [REDACTED]  
**VAT Number** 906 9449 92

Passion Property  
Passion Property London  
1 Valentine Place  
South Bank  
London  
SE1 8QH  
United Kingdom

DESCRIPTION					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]

# Hemmingfords

Passion Property Group  
15 Theed Street  
London  
SE1 8ST

Property Reference: [REDACTED]  
Invoice Date: Invoice  
Number: [REDACTED]

28/10/2022

Invoice

Re: [REDACTED]

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	[REDACTED]
Invoice Date	03/12/2021
Order No	
Account Ref	[REDACTED]

Quantity	Description	Unit Price	Net Amt	VAT %	VAT
1.00	[REDACTED]	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 :  
[REDACTED]  
[REDACTED]

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

## 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



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 [REDACTED]

## ADDRESS

## DETAILED ITEMISATION

Check In - 3 Bedroom Fully Furnished Flat

Additional Rooms [REDACTED]

Total Excluding VAT £120.00

VAT @ 20% £ 24.00

**Total Due £144.00**

## PAYMENT DUE IMMEDIATELY

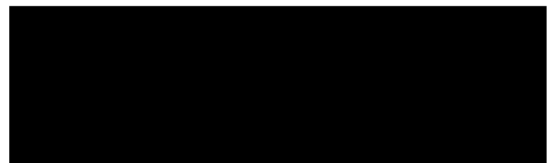
*Any invoices past 28 days may be subject to a £20 + VAT admin charge*

Bank Details [REDACTED]

Card Payments

Please contact our office to make payment by card

# Hemmingfords



Passion Property Group  
15 Theed Street  
London  
SE1 8ST

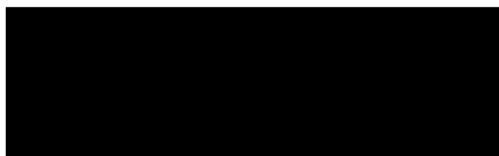
Property Reference:  
Invoice Date: Invoice  
Number:

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 %	Net £	VAT £	Gross £
20	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



**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,



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.

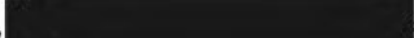
We are still going to be persistent with the council/police as this disturbance isn't minor.

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,  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 Alyvda will follow up with you early next week.

Kind regards,



[REDACTED]

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]

[REDACTED]

---

**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://moderngov.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,



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.

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We look forward to your swift response and advice of next steps.

Kind regards,



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.

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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.

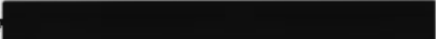
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Please contact me ASAP about this issue. Alternatively I can come to the offices to talk about the problem face to face.

[REDACTED]

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.

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.

**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:**

Recipient	Read
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 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,



Submit your maintenance request

Report Now

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

**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.

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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,



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.

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Dear [REDACTED]

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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:

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I am emailing from [REDACTED]

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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]

[REDACTED]

[REDACTED]

[REDACTED]

[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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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.

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If the problem can then be witnessed by an authorised officer, the appropriate action will be taken by us.

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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.

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We have video / sound recordings by way of evidence should you need it, we can WeTransfer to you.

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Submit your maintenance request

Report Now

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**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

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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.

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Submit your maintenance request

Report Now

**From:** [REDACTED]  
**Sent:** 16 June 2021 08:46  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Noise Nuisance

Hello,

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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**  
 [Redacted] '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  
132 Queens Road  
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Call Centre number : 0207 525 5777

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Cc: [REDACTED]  
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**Sent:** 16 June 2021 11:19

**To:** [Redacted]

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

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Southwark Council  
132 Queens Road  
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[martin.talbot@southwark.gov.uk](mailto:martin.talbot@southwark.gov.uk)

---

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**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

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**Cc:** [Redacted]  
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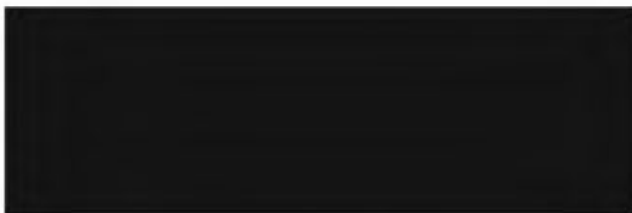
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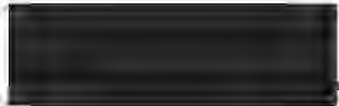
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**From:** [Redacted]  
**Sent:** 17 May 2023 11:00  
**To:** noiseandnuisance@southwark.gov.uk  
**Cc:** [Redacted]  
**Subject:** RE: Noise Nuisance Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**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,



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](mailto: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,



Submit your maintenance request

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:

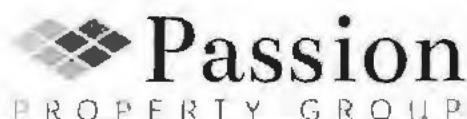
<https://news.met.police.uk/news/police-break-up-rave-at-lambeth-nightclub-in-breach-of-covid-rules-427543>

As you can see out 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,



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 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]

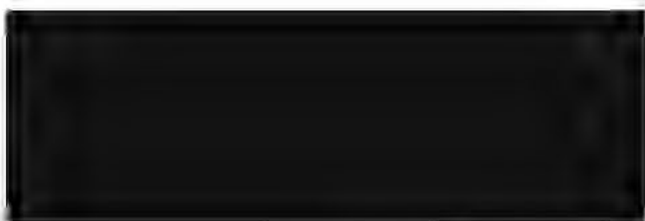
Thank you for the below and we are sorry to learn of your recent experiences.

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, [REDACTED] wrote:

Hello,

am emailing (rnr) [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.



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[Redacted]

**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

[Redacted]

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





[REDACTED]

---

**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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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, London, Southwark Council, 10th Floor, 100 Borough Road, London SE16 4JA

		<p>Submit your maintenance request</p> <p><a href="#">Report Now</a></p>
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**\*\*Have you registered with our new Tenant Portal yet, [click here](#)?\*\***



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[REDACTED]

**From:**

**Sent:**

**To:**

[REDACTED]  
14 July 2023 15:03

**Cc:**

**Subject:**

**Attachments:**

RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:**

High

**Tracking:**

**Recipient**

Noise and Nuisance

Read

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,



Submit your maintenance request

Report Now

**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.

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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

[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.

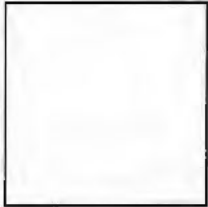
Kind regards,







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



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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

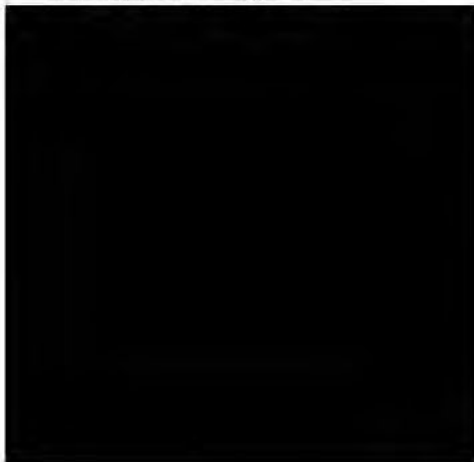
**Tracking:**

**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,



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 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*

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.

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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: [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,



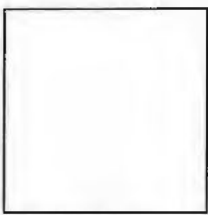
*[Faint, illegible text, likely bleed-through from the reverse side of the page]*



Submit your maintenance request

Report Now

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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 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

[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 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,**





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."*

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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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Report Now

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**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [Redacted]

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SE15 2HP  
Mobile :07985 213538  
direct tel: 0207 525 2450  
team tel : 0207 525 3171  
martin.talbot@southwark.gov.uk

**From:** [REDACTED]

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**Subject:** Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

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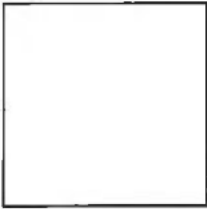
The Passion Property Group Ltd. Registered in England (1041111)



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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.

[REDACTED]

---

**From:** [REDACTED]

**Sent:**

26 July 2023 12:11

**To:** [REDACTED]

**Cc:**

**Subject:**

RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:**

High

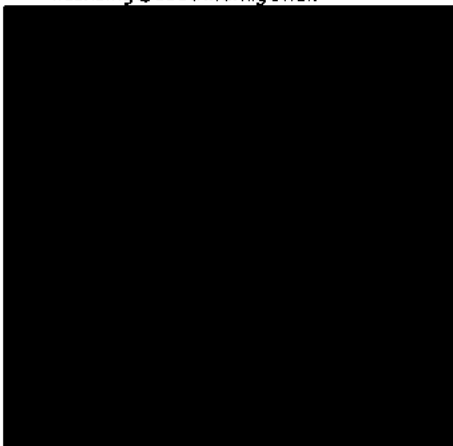
**Tracking:**

**Recipient**

**Read**

'Noise and Nuisance'

'licensing@southwark.gov.uk'



Read: 26/07/2023 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.

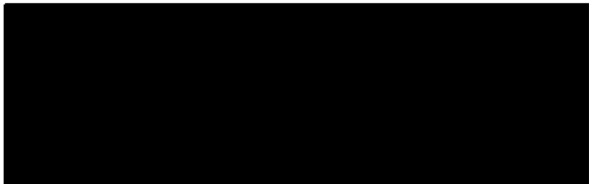
You have yet again failed to acknowledge the issue, which you are aware has been going on for more than 5 YEARS. This is meticulously documented and evidenced against you.

For the reasons outlined in our last email, we completely disagree with your comments below. There is an on-going **Statutory Nuisance**.

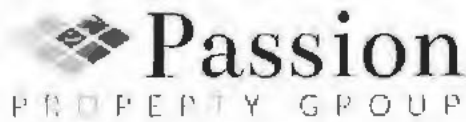
We are also concerned that you are not responding with your peers in copy and unless this is given the full attention it deserves, we will need to consider lodging a formal complaint to the borough for your negligence in dealing with such a serious matter.

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



Submit your maintenance request

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]

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Thus as previously advised, residents should call us when they feel they are being affected.

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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

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From [REDACTED]

Sent: Friday, July 14, 2023 3:03 PM

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[REDACTED]

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

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**To:** [Redacted]

**Cc:** Magbadelo, Peter <[Peter.Magbadelo@southwark.gov.uk](mailto:Peter.Magbadelo@southwark.gov.uk)>

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martin.talbot@southwark.gov.uk

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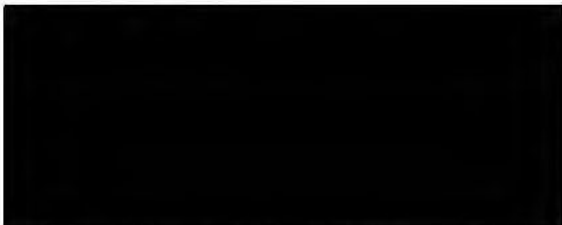
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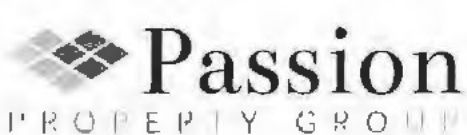
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[REDACTED]

---

**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]



Submit your maintenance request

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**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,

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,

[REDACTED]



**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: [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,



The above is a summary of the information provided by the tenant. The information is not intended to be a substitute for a full investigation and should not be relied upon for legal purposes. The information is provided for your information only and should not be used for any other purpose. The information is provided in confidence and should not be disclosed to any other person without the consent of the tenant. The information is provided for your information only and should not be used for any other purpose. The information is provided in confidence and should not be disclosed to any other person without the consent of the tenant. The information is provided for your information only and should not be used for any other purpose. The information is provided in confidence and should not be disclosed to any other person without the consent of the tenant.

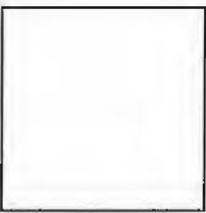
For more information, please contact the relevant department on 020 7555 1234



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**From:**

**Sent:**

**To:**

26 July 2023 16:12

Williams, Justin; Noise and Nuisance; licensing@southwark.gov.uk;



**Cc:**

**Subject:**

Magbucio, Peter; Luke Adams; Paul Seaton

RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:**

High

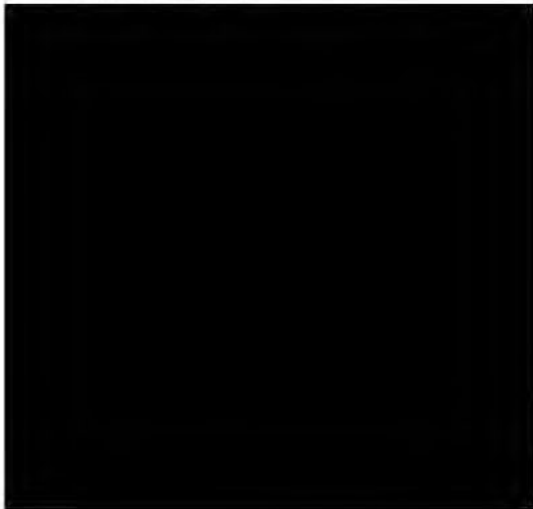
**Tracking:**

**Recipient**

**Read**

Williams, Justin

Noise and Nuisance



Read: 26/07/2023 16:13

Read: 26/07/2023 16:13

Dear Justin,

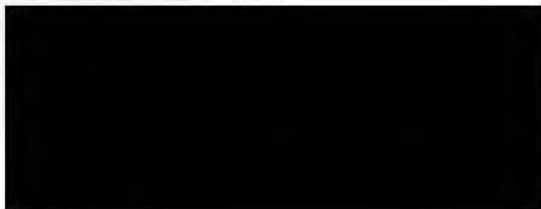
Thank you for your reply; appreciate the detailed response which offers more guidance than that we have received from your colleagues regards to the on-going Statutory Nuisance of noise.

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:

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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)

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.

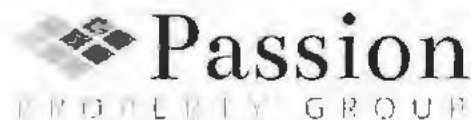
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We are also concerned that you are not responding with your peers in copy and unless this is given the full attention it deserves, we will need to consider lodging a formal complaint to the borough for your negligence in dealing with such a serious 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.

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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.

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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

[REDACTED]

**Subject:** RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

**Importance:** High

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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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**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

[REDACTED]

**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.

[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 fills the required criteria to be a "Statutory Nuisance".

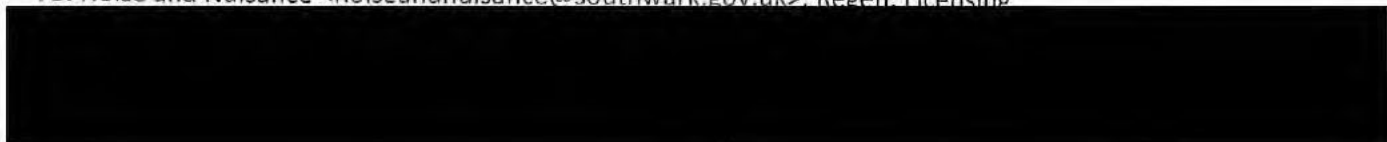
We will then take the appropriate action.

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



[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,

[REDACTED]



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;

[REDACTED]

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.*

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.

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"*

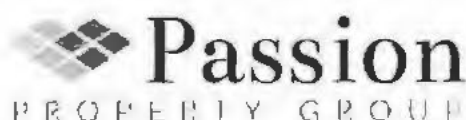
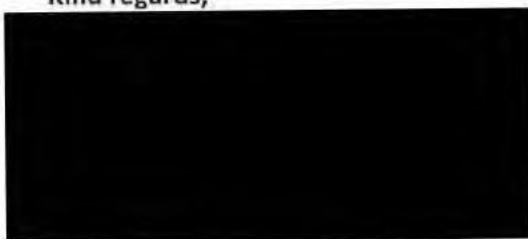
Although reserve the right to be able to reference it in the future, should we need.

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:** [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,**

[REDACTED]

**A6**

**From:** [REDACTED]  
**Sent:** 03 January 2024 18:25:10  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Flats 1 - 5, 670 Old Kent Road, SE15 1JF

Hi [REDACTED]

Apologies for only just getting around to this email, slipped my mind. In regards to the nightclub downstairs, we don't have any dramas with noise or behaviour during the week at all. We do find the noise levels on Fridays and Saturday nights quite annoying however I guess we've become a bit more accustomed to it now. We've never had any issues with behaviour outside the apartments on weekends but in saying that we're never really out there long enough to. We've talked to neighbours downstairs and they've said the noise is a big issue for them on weekends as they're closer to the source. I'd say we don't really mind the noise until 12, however the hours between 12-3 it's still very loud and can be difficult to sleep through at times. Let me know if there's anything else we can help with and apologies for the late reply, regards Jacob and Maddie.

On 30 Nov 2023, at 10:50 am, [REDACTED] wrote:

Dear Tenant(s),

Hope this email finds you well.

As you may be aware, we recently submitted an application for the review of the license for the night club located downstairs from our property. This process is essential to address any concerns related to noise or antisocial behaviour that may affect our residents.

Your input is invaluable to us, and we would appreciate it if you could take a few moments to share any observations or experiences you may have had regarding noise levels during both weekdays and weekends. Additionally, if you have encountered any instances of antisocial behaviour outside the night club, please do let us know.

Your feedback will assist us in better understanding the situation and taking appropriate steps to address any issues that may arise.

If you have any specific incidents or concerns to report, please provide details such as the date, time, and nature of the issue.

We appreciate your cooperation and thank you in advance for your assistance in this matter. Rest assured that your feedback will be treated with the utmost confidentiality.

Many thanks.

**Kind regards,**

[REDACTED]  
**Passion Property Group**  
[REDACTED]  
[REDACTED]

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The Passion Property Group Limited, Registered in England, 2628718

[<image003.jpg>](#)

[<image004.jpg>](#)

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

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**From:** [REDACTED]  
**Sent:** 09 January 2024 12:32:39  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Flat 5, 670 old Kent road

Hi [REDACTED]

Thank you for your email. Yes, we did file a complaint to the noise department. I'll attach their response below. Kindly have a look.

Kind regards,

[REDACTED]

12:07



◀ Music

< Re: Noise complaints output  
#451329



[Redacted name]

8 Jan



to me ▾

Dear Sir/Madam,

Thank you for your email.

I have forwarded your enquiry to the Noise and  
team who will respond to you within 3 working  
reference number for this request is SWK-944

If you have an immediate on going problem, an

On Tue, 9 Jan 2024 at 12:02 pm, [REDACTED] wrote:

Hi [REDACTED]

Thank you for the below.

Have you had any noise nuisance from the restaurant over the weekend, if so – have you tried calling the council?

I will get the access key posted to you today, you should receive it shortly.

**Kind regards,**

[REDACTED]

**Passion Property Group**

[REDACTED]

[REDACTED]

[REDACTED]



Submit your maintenance request

[Report Now](#)

---

**From:** [REDACTED]  
**Sent:** Saturday, January 6, 2024 6:42 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Flat 5, [670 old Kent road](#)

Hello,

Thank you for your help on that matter. We will keep you posted.

Could you help us about the other matter. I'm going to highlight here again.

- We have to submit our water & electric meter readings. And since we don't have access to it. Do you know where we can find the keys along with location. (Attaching a picture regarding water meter)



## 5. WATER METER

Ref	Name	Condition
5.1	Reading	Unable to lift cap after trying tools. Cap stuck Please contact provider to read the meter
5.2	Location	Large cap outside front door
5.3	Serial Number	NA
5.4	Stop Cock Location	Landing cupboard
5.5	Utility Supplier	Unknown

On Sat, 6 Jan 2024 at 12:52 pm, [REDACTED] wrote:

Dear Both,

Thank you for the below and sorry to hear of the noise issues from the restaurant downstairs.

Please kindly give a call to the Southwark Environment office direct on 0207 525 5777, at the time when noise is present and by 2.30am. They will arrange for the officer to visit and issue notice to the restaurant, which will reduce the activities. Full information on their website: <https://www.southwark.gov.uk/noise-and-antisocial-behaviour>

Regretfully we are not able to make the call on your behalf, it has to be reported by the affected residents to have the full effect. However we will reach out to council to raise a complain as well about the activities in late hours and will keep you updated on their response and actions.

Please kindly keep us updated every time you experience noise nuisance and calls you make to Southwark Council offices, we will support you best we can.

Many thanks.

**Kind regards,**



[Redacted]

---

**From:** [Redacted]

**Sent:** Saturday, January 6, 2024 12:44:27 pm

[Redacted]

**Subject:** Re: Flat 5, [670 old Kent road](#)

Kind regards,

[Redacted]

---

**From:** [Redacted]

**Sent:** Saturday, January 6, 2024 2:16:17 AM

**To:** [Redacted]

**Cc:** [Redacted]

**Subject:** Re: Flat 5, [670 old Kent road](#)

On Sat, 6 Jan 2024 at 1:58 am, [Redacted] wrote:

On Sat, 6 Jan 2024 at 1:41 am, [REDACTED] wrote:

Every weekends\*

On Sat, 6 Jan 2024 at 1:38 am, [REDACTED] wrote:

This kind of music we are enjoying everywhere till 4am 😊

On Thu, 4 Jan 2024 at 11:18 pm, [REDACTED] wrote:

Hello [REDACTED]

I hope you are well. I am writing this email with regard to few things I wanted to bring to your attention.

1. The restaurant/ bar on the ground floor is very noisy. Especially during the weekends, it is open until 4 in the morning and has loud music that even vibrates in our room sometimes. We can't sleep until the music stops.

2. We have to submit our water & electric meter readings. And since we don't have access to it. Do you know where we can find the keys along with location. (Attaching a picture regarding water meter)





## 5. WATER METER

Ref	Name	Condition
5.1	Reading	Unable to lift cap after trying tools. Cap stuck Please contact provider to read the meter
5.2	Location	Large cap outside front door
5.3	Serial Number	NA
5.4	Stop Cock Location	Landing cupboard
5.5	Utility Supplier	Unknown

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**From:** [REDACTED]  
**Sent:** 27 February 2024 13:45:36  
**To:** [REDACTED]  
**Subject:** FW: Flat 5, 670 old Kent road  
**Attachments:** filtered-46EF24E7-A12E-4C07-B61A-4EC8C5467685.mp4

**Caution External Email** - This Message originated outside the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi [REDACTED]

I am going through emails received during my annual leave; sharing latest update from flat 5, 670 Old Kent Road with recorded noise nuisance early hours of last weekend, 18<sup>th</sup> February.

Please see email below and attached recording.

Kind regards,



Submit your maintenance request

Report Now

**From:** [REDACTED]  
**Sent:** Sunday, February 18, 2024 1:54 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Flat 5, 670 old Kent road

Dear [REDACTED]

Still sound is coming till late night.

On Fri, 9 Feb 2024 at 12:45 pm, [REDACTED] wrote:

Dear [REDACTED]

Will do, thank you.

Kind regards,  
[REDACTED]

On Fri, 9 Feb 2024 at 11:32 am, [REDACTED] wrote:

Dear [REDACTED]

Thank you for the below and update.

Please keep us updated of any further problems and any noise issues you experience from the activities of the restaurant.

**Kind regards,**



Submit your maintenance request

Report Now

---

**From:** [REDACTED]

**Sent:** Friday, February 9, 2024 6:59 AM

**To:** [REDACTED]

**Cc:** [REDACTED]

**Subject:** Re: Flat 5, [670 old Kent road](#)

Dear [REDACTED]

Thank you for your email. The noise issue is better now. We can't hear it on Sunday night. However, on Saturday night we can hear low music. We did not raise any further complaints nor received any response from them.

Have a nice weekend.

Kind regards,  
[REDACTED]

On Thu, 8 Feb 2024 at 12:10 pm, [REDACTED] wrote:

Dear Both,

Hope you are well.

Can you please kindly update on the noise issue; has there been any improvement? Have you made any further complains to the council/received any response from them on previous complains?

Many thanks.

**Kind regards,**



Submit your maintenance request

Report Now

---

**From:** [REDACTED]

**Sent:** Thursday, January 25, 2024 6:54 PM

**To:** [REDACTED]

**Cc:** [REDACTED]

**Subject:** Re: Flat 5, [670 old Kent road](#)

Hi [REDACTED]

Thanks for your email. We both have jobs so we can't make it. However, you can use our video as the evidence which has the time as well. And let us know if you need anything more from us.

Kind regards,

[REDACTED]

On Wed, 24 Jan 2024 at 10:23 am, [REDACTED] wrote:

Hi [REDACTED]

Thank you for update.

What time you made the call? Council advise calls to be made by 2am-2.30am.

We have started complains procedure with our solicitors, who applied for the license review. The hearing is to be held in Croydon on 1<sup>st</sup> February at 2pm and those affected are invited to share their experience. Company representative will be present for support.

Please kindly let us know if you would like to be present for hearing, your experience would be a great support in getting the noise issue resolved for good.

Please kindly let me have your thoughts.

**Kind regards,**



Submit your maintenance request

Report Now

---

**From:** [Redacted]  
**Sent:** Sunday, January 21, 2024 2:59 AM  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** Re: Flat 5, [670 old Kent road](#)

Hello ,

Noise is still coming like before and also tried to call given number no one responded.

Kind regards



On Fri, 19 Jan 2024 at 12:42 pm, [Redacted] wrote:

Hello,

Last week somebody's came for inspection that is what we think. And the voice was much lower. We barely heard it. However, they just play during the weekend. So we will let you know about this weekend on Monday.

Thank you for checking in with us.

[Redacted]

On Thu, 18 Jan 2024 at 11:52 am, [Redacted] wrote:

Hi [Redacted]

Hope you are well.

Have you received any update from the council? Last email you shared advises that response is due in couple of days.

We have lodged a separate complain which has been acknowledged, however advise was given to call when noise is present for inspector to attend and take further action.

Please kindly keep us updated.

Many thanks.

**Kind regards,**

[Redacted]



Submit your maintenance request

Report Now

---

**From:** [Redacted]  
**Sent:** Tuesday, January 9, 2024 12:41 PM  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** RE: Flat 5, [670 old Kent road](#)

Hi [Redacted]

Thank you for update.

Please note you can also give them a call at the time when noise is present, by 2.30am every night – if needs be. Council will then send the officer to investigate noise issue and take action. Contact number for them - 0207 525 5777.

We have raised a separate complain as well and will keep you updated of the outcome.

Kind regards,



Submit your maintenance request

Report Now

---

**From:** [Redacted]  
**Sent:** Tuesday, January 9, 2024 12:33 PM  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** Re: Flat 5, [670 old Kent road](#)

Hi [Redacted]

Thank you for your email. Yes, we did file a complaint to the noise department. I'll attach their response belo. Kindly have a look.

Kind regards,





12:07

◀ Music



Re: Noise complaints outpu



-451329



[Redacted]

8 Jan

to me ▾

Dear Sir/Madam,

Thank you for your email.

I have forwarded your enquiry to the Noise  
team who will respond to you within 3 weeks.  
reference number for this request is SW1

If you have an immediate on going problem

On Tue, 9 Jan 2024 at 12:02 pm, [REDACTED] wrote:

H [REDACTED]

Thank you for the below.

Have you had any noise nuisance from the restaurant over the weekend, if so – have you tried calling the council?

I will get the access key posted to you today, you should receive it shortly.

**Kind regards,**



Submit your maintenance request

Report Now

---

**From:** [REDACTED]  
**Sent:** Saturday, January 6, 2024 6:42 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Flat 5, [670 old Kent road](#)

Hello,

Thank you for your help on that matter. We will keep you posted.

Could you help us about the other matter. I'm going to highlight here again.

- We have to submit our water & electric meter readings. And since we don't have access to it. Do you know where we can find the keys along with location. (Attaching a picture regarding water meter)



## 5. WATER METER

Ref	Name	Condition
5.1	Reading	Unable to lift cap after trying tools. Cap stuck Please contact provider to read the meter
5.2	Location	Large cap outside front door
5.3	Serial Number	NA
5.4	Stop Cock Location	Landing cupboard
5.5	Utility Supplier	Unknown

On Sat, 6 Jan 2024 at 12:52 pm, [REDACTED] wrote:

Dear Both,

Thank you for the below and sorry to hear of the noise issues from the restaurant downstairs.

Please kindly give a call to the Southwark Environment office direct on 0207 525 5777, at the time when noise is present and by 2.30am. They will arrange for the officer to visit and issue notice to the restaurant, which will reduce the activities. Full information on their website: <https://www.southwark.gov.uk/noise-and-antisocial-behaviour>

Regretfully we are not able to make the call on your behalf, it has to be reported by the affected residents to have the full effect. However we will reach out to council to raise a complain as well about the activities in late hours and will keep you updated on their response and actions.

Please kindly keep us updated every time you experience noise nuisance and calls you make to Southwark Council offices, we will support you best we can.

Many thanks.

**Kind regards,**

[REDACTED]

---

**From:** [REDACTED]

**Sent:** Saturday, January 6, 2024 12:44:27 pm

[REDACTED]

**Subject:** Re: Flat 5, [670 old Kent road](#)

**Kind regards,**



---

From: [REDACTED]  
Sent: Saturday, January 6, 2024 2:16:17 AM  
To: [REDACTED]  
Cc: [REDACTED]  
Subject: Re: Flat 5, [670 old Kent road](#)

On Sat, 6 Jan 2024 at 1:58 am, [REDACTED] wrote:

On Sat, 6 Jan 2024 at 1:41 am, [REDACTED] wrote:

Every weekends\*

On Sat, 6 Jan 2024 at 1:38 am, [REDACTED] wrote:

This kind of music we are enjoying everywhere till 4am &#128517;

On Thu, 4 Jan 2024 at 11:18 pm [REDACTED] wrote:

Hello [REDACTED]

I hope you are well. I am writing this email with regard to few things I wanted to bring to your attention.

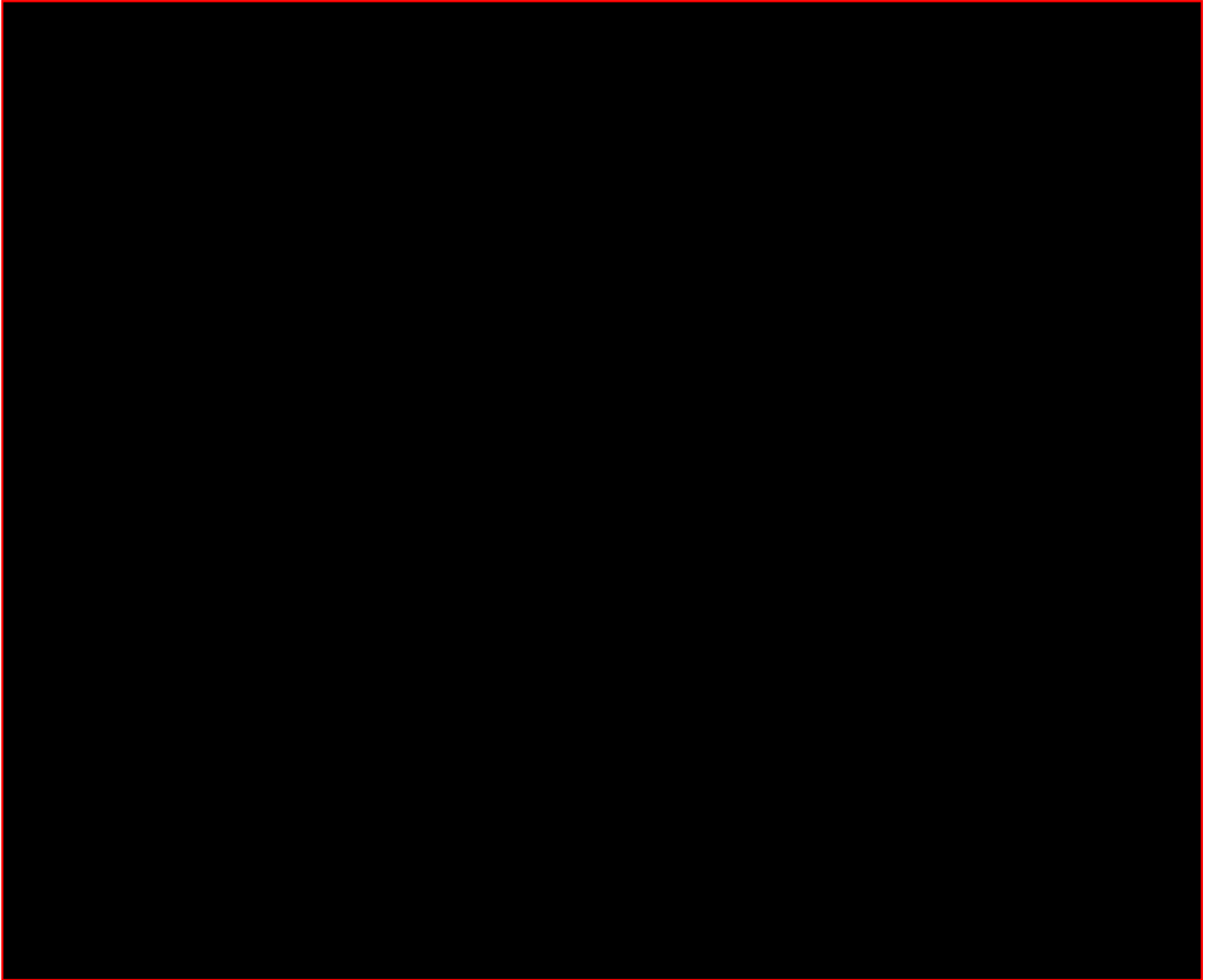
1. The restaurant/ bar on the ground floor is very noisy. Especially during the weekends, it is open until 4 in the morning and has loud music that even vibrates in our room sometimes. We can't sleep until the music stops.

2. We have to submit our water & electric meter readings. And since we don't have access to it. Do you know where we can find the keys along with location. (Attaching a picture regarding water meter)



## 5. WATER METER

Ref	Name	Condition
5.1	Reading	Unable to lift cap after trying tools. Cap stuck Please contact provider to read the meter
5.2	Location	Large cap outside front door
5.3	Serial Number	NA
5.4	Stop Cock Location	Landing cupboard
5.5	Utility Supplier	Unknown



[Redacted]

[Redacted]

[Redacted]

Sent: Tuesday, March 5, 2024 2:19 AM

[Redacted]

Subject: Re: 670 Old Kent Road, SE15 1JF

[Redacted]

Thank you for this email. We were just discussing of sending the concern of the same issue to you. It does get very loud between 1-3am especially. It is not nice for sleeping at all. So we are very glad to hear that you are looking for solutions.

We wanted to ask why also noone informed us about this issue before moving in if it has been going on for a while.

But we are more than happy to cooperate and we will be home on 8th between the late hours.

All the best,



[REDACTED]

On 1 Mar 2024, at 12:54, [REDACTED]

Dear Tenant(s),

I hope this email finds you well.

Prior to your move in we had an ongoing issue from the restaurant/night club downstairs playing music late/early hours and disturbing the residents in the flats directly above. Whilst we have been advised matters have improved, we have been exploring further steps to address with this with licencing body at London Borough of Southwark. An application has been made for the restaurant/night clubs license review due to noise disturbance.

We are gathering supporting evidence and have appointed an acoustics expert to assess the noise levels within the apartments. This assessment is critical in providing accurate impact on the residents and on-going effect of Environmental Health.

The acoustician intends to conduct the assessment on **Friday, 8<sup>th</sup> March between 11pm and 2am**. We kindly request your cooperation in providing access to your apartment during this time, the assessor will need approximately 30 minutes to measure noise levels.

You will hopefully appreciate the sensitivity of the matter and to maintain the integrity of the assessment we kindly ask for your discretion regarding upcoming appointment. Please do not alert the restaurant/night club's owner to ensure the measurements of noise levels are accurate and so to benefit your living experience. We have gone to great depth in time and cost to protect our Tenants from this ongoing environmental health matter and clear breach of the restaurants licence agreement with the borough, which needs to be brought under control.

Please kindly confirm your availability in providing access to the assessor on **Friday, 8<sup>th</sup> March between 11pm and 2am** as a one-off. If you are away from the property during this period kindly let us know and we will arrange access with use of the management keys and have a member of staff supervise.

Many thanks for your anticipated cooperation and understanding, should you have any queries please do not hesitate to contact me directly on the below number.

Kind regards,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**A7**

**Diary of noise observations**

Name: [Redacted]  
 Age: *over 21* (If over 21, write "over 21")  
 Your Occupation: *Employee*

Your Full Address:  
*[Redacted]*

Date	Time of noise		Where was the noise heard?	Describe the noise	How does the noise affect you?
	Start	Finish			
<i>23.03.2024</i>	<i>11:15</i>	<i>3:32</i>	<i>in the master bedroom</i>	<i>The vibration of the base bothers more. The <del>was</del> noise is like woofer.</i>	<i>Unable to sleep till <u>4 AM</u></i>

I confirm that the details given above are true and accurate ..

[Redacted Signature]

.....(sign) *24.03.2024*.....(date)

**Diary of noise observations**

Name: 	Your Full Address: 
Age: <i>Over 21</i> (If over 21, write "over 21")	
Your Occupation: <i>Employee</i>	

Date	Time of noise		Where was the noise heard?	Describe the noise	How does the noise affect you?
	Start	Finish			
<i>16.03.2024</i>	<i>12.00</i>	<i>3:05</i>	<i>Bed Room</i>	<i>The noise is same beats, woofer and vibration felt.</i>	<ul style="list-style-type: none"> <li>- Unable to sleep.</li> <li>- Wake me up &amp;</li> <li>- Disturbed sleeping.</li> <li>- Visitor commented how loud it was.</li> </ul>

I confirm that the details given above are true and accurate  .....(sign) *17.03.2024*.....(date)

**Diary of noise observations**

Name: [Redacted]	Your Full Address: [Redacted]
Age: <i>over 21</i> (If over 21, write "over 21")	
Your Occupation: <i>Employee</i>	

Date	Time of noise		Where was the noise heard?	Describe the noise	How does the noise affect you?
	Start	Finish			
<i>15.03.2024</i>	<i>11.45</i>	<i>02:50</i>	<i>Bed Room.</i>	<i>Can hear the wooter along with beds noise</i>	<i>Unable to sleep till 3.00 AM.</i>

I confirm that the details given above are true and accurate [Redacted] .....(sign) *16.03.2024*.....(date)

**Diary of noise observations**

Name: [Redacted] Your Full Address: [Redacted]

Age: *over 21* (If over 21, write "over 21")

Your Occupation: *Employee*

Date	Time of noise		Where was the noise heard?	Describe the noise	How does the noise affect you?
	Start	Finish			
<i>22.03.2024</i>	<i>11:45</i>	<i>3:08</i>	<i>Bedroom.</i>	<i>Sometimes they increase the noise &amp; sometimes they decrease it. It is there till late night. Woofer/beats &amp; vibration felt.</i>	<i>Unable to sleep.</i>

I confirm that the details given above are true and accurate ..... [Redacted] ..... (sign) *23.03.2024* (date)

**Diary of noise observations**

Name: [REDACTED] Your Full Address: [REDACTED]  
 Age: 00:00 (If over 21, write over 21)  
 Your Occupation: BARISTA

Date	Time of noise		Where was the noise heard?	Describe the noise	How does the noise affect you?
	Start	Finish			
14.03.24	00:00	3:30	My bedroom, living room, bathroom,	BANGING LOUD MUSIC, LOUD SPEAKING/SCREAMING PEOPLE. EACH OF THE "PARTIES" IT'S THE SAME TYPE OF ANNOYING MESS	I cannot sleep properly, wake up in the middle of the night various times!!! I have a morning person's life style and work early hours shifts (starting at 6/7/8 AM) therefore the lack of proper sleep affects my performance at work same as my mental well-being! I also feel embarrassed to invite people over to a noisy flat and cannot fully enjoy myself
15.03.24	00:00	3:30			
16.03.24	01:00	3:30			
17.03.24	21:30	01:30			
<del>18.03.24</del>					
22.03.24	22:15	04:00			
29.03.24	22:30	04:00			
30.03.24	23:00	03:30			

SUNDAY !!!

I confirm that the details given above are true and accurate ..... [REDACTED] ..... (sign) 06/04/2024 (date)



**Diary of noise observations**

Name: [Redacted] Your Full Address: [Redacted]

Age: over 21 (If over 21, write "over 21")

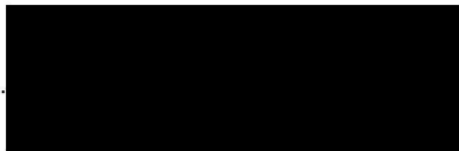
Your Occupation: Hostess / waitress

Date	Time of noise		Where was the noise heard?	Describe the noise	How does the noise affect you?
	Start	Finish			
15.03, 2024	22:30	around 3Am	Bedroom	very loud music	Due to working in a cafe I wake up around 5/6am everyday on the weeked and the noise heavily impacts my sleep resulting in me being exhausted at work  I work my shedule in so that I can get sleep before the noise starts as it often wakes me with the music, loud speaking and bass vibration  Thought we would get peace on Sunday night however it was a lack of sleep  I wake up angry after finally taking back asleep, awake again
16.03, 2024	00:00	^^	Bedroom	alongside loud talking	
17.03.2024	23:00	03:30	Bedroom	^^ DJ speaking on mic	
22.03.2024	around 10pm	around 4 am	Bedroom	^^ clearly a birthday party, loud music	
23.03.2024	^^	03:30	Bedroom	shouting → loud music → Bass, shouting	

I confirm that the details given above are true and accurate ..... [Redacted] ..... (sign) 6.04.2024 ..... (date)

Diary of noise observations					
Name: [REDACTED]			Your Full Address: [REDACTED]		
Age: OVER 21		(If over 21, write "over 21")			
Your Occupation: DIGITAL DESIGNER					
Date	Time of noise		Where was the noise heard?	Describe the noise	How does the noise affect you?
	Start	Finish			
15.03.24	22:30	3:00 AM	BEDROOM	<p>I can sing along to songs since it's so loud. Constant bass, sometimes so <del>so</del> so loud, FLOOR VIBRATES. CONSTANT BASS!</p> <p>I can hear every lyrics. very clearly and can not sleep</p> <p>→ LOUD MUSIC, D'S SPEAKING</p> <p>→ LOUD MUSIC</p> <p>→ LOUD MUSIC</p>	<p>-BED VIBRATES</p> <p>-TOOK 2 H TO FALL ASLEEP WITH 2 REARPLUGS</p> <p>-COULDN'T FOCUS AND <del>REAR</del> PLUGS</p> <p>-HAD TO KEEP TURNING VOLUME UP WHILE WATCHING TELLY</p> <p>-CAN'T SLEEP</p> <p>→ WOKE UP, COULDN'T FALL BACK TO SLEEP</p> <p>→ IT SHOULD STOP PLAYING MUSIC AT 3AM they went 35m over. LACK OF SLEEP</p> <p>→ SUNDAY, REALLY WANTED TO GO TO SLEEP, SINCE HAVEN'T SLEPT BECAUSE OF MUSIC FOR 2 DAYS.</p>
<del>16</del> 03.24	00:02	3:00 AM	BEDROOM		
<del>16</del> 03.24	01:10	01:13	BEDROOM		
<del>17</del> 03.24	02:14	03:35	BEDROOM		
17.03.24	03:00	03:35	BEDROOM		
17.03.24	21:39	00:15	BEDROOM		

I confirm that the details given above are true and accurate ..



(sign)

~~17~~ 06.04.24 (date)

Diary of noise observations					
Name: [REDACTED]			Your Full Address: [REDACTED]		
Age: OVER 21 (If over 21, write "over 21")					
Your Occupation: DIGITAL DESIGNER					
Date	Time of noise		Where was the noise heard?	Describe the noise	How does the noise affect you?
	Start	Finish			
22.03.24	22:15	4.AM	BEDROOM	→ LOUD MUSIC, BASS	○ HAD TO TURN TV SOUND ON ○ HAVE TO SLEEP WITH EARPLUGS ○ CAN'T RELAX ○ FRIEND OVER FELT VERY UNCOMFORTABLE, COULDN'T SLEEP ○ I KNOW BY NOW THAT I CAN'T SLEEP ON WEEKENDS BECAUSE OF MUSIC, SO I DON'T WAIT FORWARD TO IT LIKE I USED TO. SO LOUD MUSIC IN MY OWN HOME, VERY UNCOMFORTABLE
23.03.24	23:00	3:30AM	BEDROOM	→	
24.03.24	22:00	00:00	BEDROOM	PEOPLE SPEAKING OUTSIDE AFTER 4AM WHOLE NIGHT → LOUD MUSIC MUSIC EVEN ON SUNDAY	

I confirm that the details given above are true and accurate .....

[REDACTED SIGNATURE]

.....(sign) 06.04.24.....(date)

**From:** Alvyda Tumaite  
**Sent:** 07 May 2024 09:25:27  
**To:** Kane Rosa-Maria  
**Subject:** FW: Update, F1, 670 Old Kent Road

**Caution External Email** - This Message originated outside the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

---

Hi Rosa Maria,

Hope you are well.

Please find below update from tenants at flat 1, for the file.

Kind regards,

**Alvyda Tumaite**  
**Passion Property Group**



Submit your maintenance request

Report Now

---

**From:** [Redacted]  
**Sent:** Sunday, May 5, 2024 11:00 PM  
**To:** Alvyda Tumaite <a.tumaite@ppg.co.uk>  
**Subject:** Update

Hi Alvyda,

I Hope you are well! I just wanted to check in and see if there's any updates on the music situation,  
We had the owner come recently testing the sound as you probably know however it seems like not much has changed since the engineer changed the music level, the music is just more muffled

I just wanted an update as I have to wake up at 5 am for work on the weekends and unfortunately it's very disturbing and I can't get any sleep, it is currently Sunday night and there is music blasting, just very frustrating.

Please update us when you can.



Diary of noise observations					
Name: [REDACTED]		Your Full Address: [REDACTED]			
Age: <i>over 21</i>		(If over 21, write "over 21")			
Your Occupation: <i>Waitress</i>					
Date	Time of noise		Where was the noise heard?	Describe the noise	How does the noise affect you?
	Start	Finish			
<i>every weekend, since 15<sup>th</sup> may some of which I was not home for</i>	<i>10pm</i>	<i>3AM</i>	<i>Bedroom</i>	<ul style="list-style-type: none"> <li>- heavy bass, making vibrations</li> <li>- people shouting</li> <li>- music</li> </ul>	<p><i>Does not allow me to enjoy my weekend, I have to wake up for work at 5am exhausted because I have gotten very little sleep,</i></p> <p><i>generally creates frustration and anxiety for me as I am worried that I will be tired at work the next day</i></p>

I confirm that the details given above are true and accurate ..... [REDACTED] ..... (sign) ..... *01/07/24* ..... (date)

Diary of noise observations					
Name: [REDACTED]		Your Full Address: [REDACTED]			
Age: 24, over 21		(If over 21, write "over 21")			
Your Occupation: DESIGNER					
Date	Time of noise		Where was the noise heard?	Describe the noise	How does the noise affect you?
	Start	Finish			
18 <sup>TH</sup> MAY	00:00	3:00	BEDROOM	LOUD BASS, I COULD ALONG THE SONG	HARD TIME FALLING asleep, if music, bass changes takes time.
26 <sup>TH</sup> MAY	00:40 (before was OK)	3:00	↓ = BR	VERY LOUD BASS, ELECTRONIC MUSIC	
HOLIDAYS	-	-	-	-	EAR PROTECTORS DIDN'T HELP, AND IT'S MOSTLY NOW THE BASS, THAT VIBRATES THE BED if you go to sleep. CAN'T sleep
<del>FRI</del> 23 <sup>TH</sup> JUNE	1:20	3:00	BR	VERY LOUD, VIBRATING BASS	- CAN'T fall asleep, takes me 2x longer than usually.
<del>SAT</del> 24 <sup>TH</sup> JUNE	2:50	3:00	BR	PEOPLE SCREAMING	Unbearable! TOOK me 30min to fall asleep.
<del>FRI</del> 29 <sup>TH</sup> JUNE	00:00	3:00	BR	LOUD BASS	WOKE UP.
<del>SAT</del> 30 <sup>TH</sup> JUNE	23:10	3:00	BR	LOUD LOUD MUSIC	CAN'T SLEEP
29					TURNED MY TV UP AND then switched to headphones, couldn't focus on my own things.

I confirm that the details given above are true and accurate .....

[REDACTED SIGNATURE]

.....(sign) 30.06.24 (date)

Diary of noise observations					
Name: [REDACTED]			Your Full Address: [REDACTED]		
Age: OVER 21		(If over 21, write "over 21")			
Your Occupation: BARISTA					
Date	Time of noise		Where was the noise heard?	Describe the noise	How does the noise affect you?
	Start	Finish			
every weekend since 15 <sup>th</sup> of May	10-11 PM	3-4 AM	Bedroom, living room, kitchen, bathroom	<ul style="list-style-type: none"> <li>- heavy bass vibrating the whole flat</li> <li>- very loud music</li> <li>- people shouting</li> </ul>	<p>- I will wake up in the middle of the night because of the vibrations and noise. That would affect my quality of sleep, therefore, affecting my performance at work and other daily tasks</p> <p>or I wasn't able to fall asleep or keep at all till the party finished ←</p>

I confirm that the details given above are true and accurate

[REDACTED SIGNATURE]

(sign) 01/07/24 (date)



**A8**

**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)



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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.

A9

**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)



**METROPOLITAN  
POLICE**

Working together for a safer London

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  
POLICE**

Working together for a safer London

TERRITORIAL POLICING



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

**A10**

**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]

**A11**

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]

Date: 13<sup>th</sup> August 2023

Licensing Department  
London Borough of Southwark  
Regulatory Services  
3rd Floor Hub 1  
PO Box 64529  
London  
SE1P 5LX

email:licensing@southwark.gov.uk

To the Licensing Authority,

**Wazobia Restaurant, 670 Old Kent Road, London SE15 1JF**

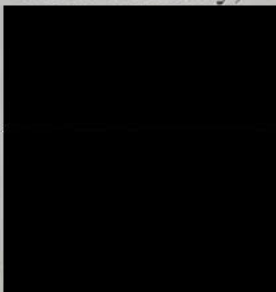
I write with reference to the above and confirm that I live within the vicinity of the premises. I have been made aware there is a review of the premises licence.

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,





**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]

**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]

**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

[REDACTED]

**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,

[Redacted signature]

[Redacted name]

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]

**A12**

**Licensing Act 2003**

**Southwark Statement of  
Licensing Policy  
2021 - 2026**

## LEGAL BACKGROUND TO THIS DOCUMENT

The Licensing Act 2003 came into effect on 24 November 2005. The Act repealed existing legislation relating to alcohol, entertainment and late night refreshment and introduced a new licensing regime, administered by the local Licensing Authority.

Section 5 of the Licensing Act 2003 requires each Licensing Authority to prepare and publish a statement of its licensing policy every five years. The initial Southwark Statement of Licensing Policy received formal approval on 8 December 2004. It has been frequently revised and updated since, in order to keep up to date with changes in law, guidance and local policy. Each revision has been developed through public consultation with full regard had to the Act; the secondary regulations made under the Act; and the guidance for local Licensing Authorities produced, initially by the Secretary of State for the Department of Culture Media and Sport (DCMS), and more recently, by the Home Office.

The fourth full revision was approved by the Council Assembly on 25 November 2015 and went through an additional mid-term review, which was again approved on 27 March 2019 and establishes this Authority's policy for the period 2021-2026. Once again, full regard has been had in the development of this policy to the Act; secondary regulations; and the current incarnation of the section 182 Guidance, issued by the Home Office.

As is noted, revisions to the guidance are issued by the Secretary of State from time to time. When revisions are issued, there may be periods of time where the Southwark policy is inconsistent with the guidance. During such periods this Council will have regard, and give appropriate weight, to the revised guidance.

It is important to note that a Licensing Authority may depart from its own policy if the individual circumstances of any case merit such a decision in the interests of the promotion of the licensing objectives.

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## SECTION ONE – EXECUTIVE SUMMARY

Southwark enjoys a widespread and diverse selection of licensed premises and venues. Around 1,400 premises are currently licensed for either the sale or supply of alcohol; the provision of regulated entertainment; and / or the provision of late night refreshment. These range from pubs, bars, night clubs, members clubs, theatres, cinemas and indoor sports facilities through restaurants, cafes and take-away establishments to off-licences, supermarkets and grocers. Together they combine to help make Southwark the exciting, vibrant borough it is by providing a wide-range of leisure and cultural opportunities; supporting tourism; providing employment; and making a significant economic contribution to the local community. This Authority recognises the extent of the contribution of the leisure and entertainments industry.

We believe that as long as the management of licensed premises act responsibly in their promotion of the licensing objectives; by running safe, well-managed venues and facilities; and work together with the Local Authority, its partners and the local community; they make a positive contribution toward building community cohesion and cultural development. We also understand that alcohol plays an important and inherent role within the leisure and entertainment industry.

However, this Authority equally recognises that negative impacts will occur if good management practices are not followed. This can include anti-social behaviour, nuisance and disturbance caused to local residents, together with serious crime and disorder problems. We recognise that the misuse of alcohol, in particular, is an important contributing factor in all of these problems. Alcohol related violence, disorder and rowdiness impact on our community, public health and the public purse through the demands made upon A&E; additional policing; additional street cleaning; and the criminal justice system. This Authority does not consider that it is reasonable for the Southwark community to suffer because of irresponsible operators.

Our policy, therefore, seeks to provide a necessary balance between providing a platform upon which responsible business operators may thrive and contribute towards a vibrant business and night-time economy, while ensuring that the quality of life of those who live and work in the Borough is protected and enhanced through the licensing system. We believe these aims are achievable if all parties concerned work together.

The opening sections of this policy provide an introduction to our Borough and this Council. They also help establish how this Authority addresses its licensing responsibilities and operates its administrative processes.

Section 5 outlines 'how this policy works' and provides a good starting point for any new operator intending to seek a licence. It will help in understanding how the Licensing Authority and other various Responsible Authorities go about considering the merit of each application and the expectations made of new operators.

Section 6 sets out this Authority's approach to cumulative impact. We recognise that communities suffer not only because of poor operators but where the total cumulative effect of many licensed premises in one area becomes unmanageable. In Section 7 we set out our guide to appropriate hours of licensed operation having had regard to the type of operation and the nature of the surrounding area.

In sections 8 through to 11 we cover each of the four licensing objectives in detail. These sections are compiled in close collaboration with relevant Responsible Authorities. They raise local concerns that should be taken into account and offer some best practice. We recommend that prospective licence Applicants read these sections carefully. Prospective licence Applicants should have regard to this guidance when conducting risk-assessments of their proposed operation in advance of compiling management operation plans and operating schedules.

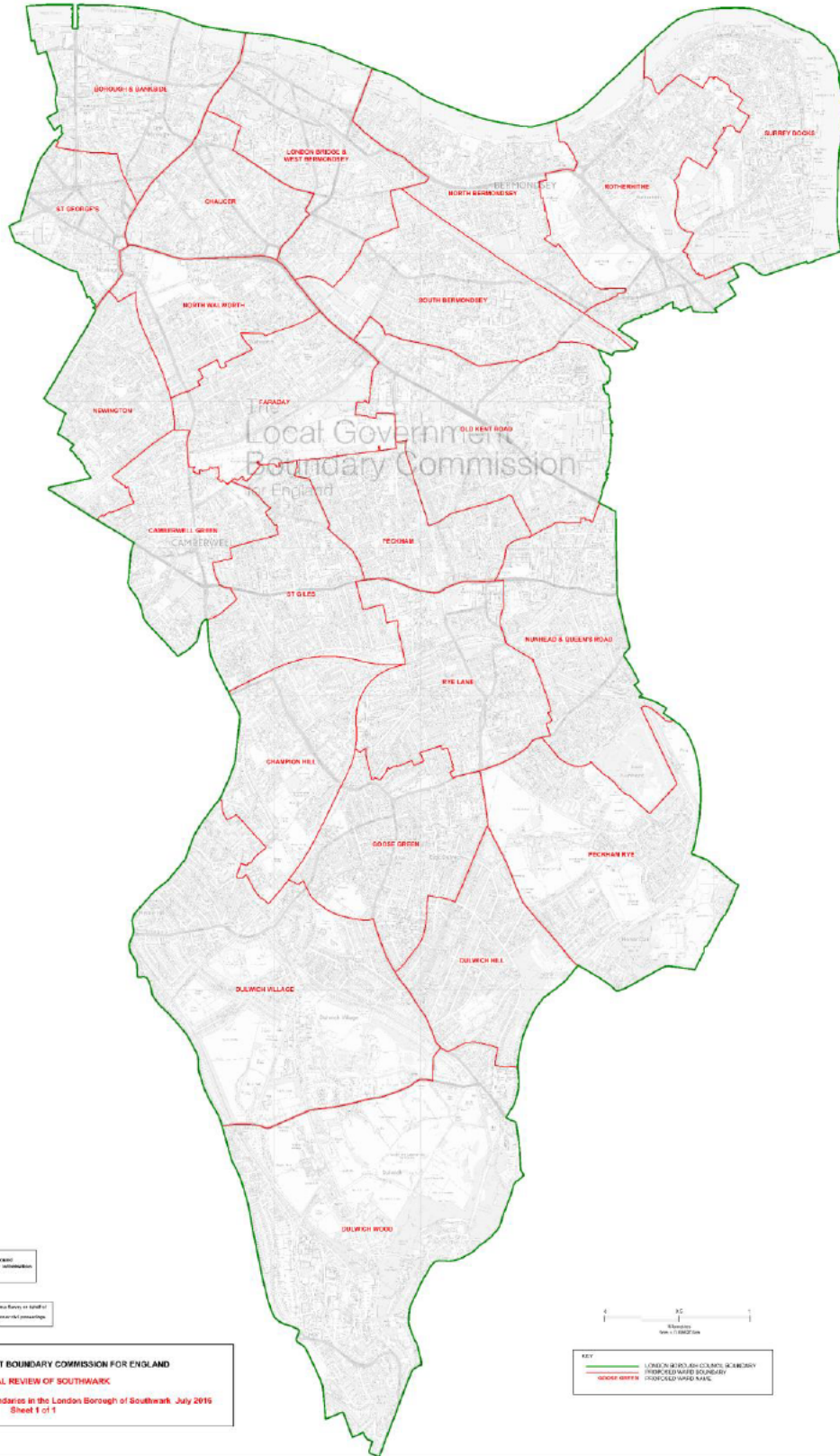
Section 8 deals with the prevention of crime and disorder. It outlines general measures that can be taken to reduce the potential for crime and disorder alongside more specific measures for premises licensed for the sale and supply of alcohol for consumption upon the premises and those operating within the night-time economy. It also includes considerations around the roles of designated premises supervisors and personal licence holders. Section 9 considers the breadth of issues affecting public safety and highlights other relevant safety considerations. Section 10 considers nuisance issues. It offers guidance on reducing the potential for nuisance and disturbance outside of the premises, from inside of the premises and at outdoor events. Section 11 considers the issues around the protection of children from harm giving particular thought to preventing access to alcohol and age identification schemes.

In all, this Authority is committed to working together with responsible premises management to ensure successful licensed operations. Equally this Authority will take appropriate action where there is evidence of irresponsible management. To this end, section 12 of our policy sets out our approach to enforcement, examining how we aim to ensure that our enforcement actions are targeted where they are needed most and co-ordinated together with our partners. It also sets out how we aim to ensure that our enforcement actions are carried out in a fair, consistent and transparent manner.

We recommend the contents of this policy and the best practice contained within.

# SECTION TWO – ALL ABOUT SOUTHWARK

SHEET 1, WPT 1



Any change in ward names and numbers shown on this map may not be up to date. They may differ from the latest Parliamentary constituency arrangements in your local area.

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**THE LOCAL GOVERNMENT BOUNDARY COMMISSION FOR ENGLAND**  
**ELECTORAL REVIEW OF SOUTHWARK**  
 Final recommendations for ward boundaries in the London Borough of Southwark, July 2016  
 Sheet 1 of 1

## **Our Borough**

1. Southwark is one of the oldest areas of London, with a history that stretches back to Roman times.
2. Our geographically small and narrow inner London Borough extends from the banks of the River Thames to the beginning of suburban London, south of Dulwich. It incorporates the Borough, Bermondsey, Rotherhithe, Newington, Walworth, Camberwell, Peckham, Nunhead and Dulwich districts within its boundary.
3. Southwark is densely populated with a young ethnically diverse population. The ONS mid year population estimate for 2018 estimated the population of Southwark to be 314,200 with 54.6% under 35 years of age. Southwark is a diverse Borough with people from a wide range of ethnicities and backgrounds. Over 120 languages are spoken here, and 11% of households have no members that speak English as a first language. Just over half (54%) of Southwark's population is of white ethnicity, a quarter (25%) black and a third of Asian (11%) or other (10%) ethnicities. The population of Southwark is growing at a faster rate than the national average, up by more than a fifth since 2001 and is projected to continue to increase, growing by almost 20% by 2030. In particular, developments around Old Kent Road, Canada Water and Elephant and Castle, will lead to significant population increases in these communities. Southwark has experienced high levels of international in-migration; of 2011, Southwark had the ninth highest population density in England and Wales at 9,988 residents per square kilometre.
4. Southwark continues to face the complex social, health and economic needs of an inner city population. Southwark's level of deprivation has improved in recent years but still remains the 12th most deprived London borough (40th nationally) (2015 Index of Multiple Deprivation IMD). Deprivation is not evenly distributed across the Borough but concentrated in the area between the more affluent strip close to the river and Dulwich in the south. At April 2015, 41.9% of the housing stock in Southwark was social rented. 58.1% of properties were either owner occupied, shared ownership or private rented, compared with 82.6% in England (2014 figure). In the 2011 Census Southwark had the largest proportion in the country of households renting from the Local Authority at 31.2%.
5. There is also wide distribution in educational achievement, access to employment and housing quality. Attainment rates for Southwark pupils at key stages 1 and 2, GCSE and 'A' level have recently improved and are now above the national average (Department of the Environment 2014). Unemployment in Southwark (8.1%) is higher than the London average (7.0%) and the percentage of the working population claiming benefits in Southwark is 12.7% compared to 11.2% across London (DWP benefit claimants - working age client group Nov 2014). Gross weekly earning for both men and women in Southwark is above the London average (ONS annual survey of hours and earnings - workplace analysis). 37% of the private rented sector does not meet minimum standards (HCS 2009). There are over 10,000 houses in multiple occupations.
6. Southwark continues to face the complex social, health and economic needs of an inner-city population, though Southwark's level of deprivation has improved in recent years. Southwark is meeting these challenges and is fast becoming one of London's most dynamic boroughs with 40 per cent of the area currently the subject of physical regeneration projects and with developments valued at around £4 billion. The many

regeneration projects include in the Aylesbury estate; Borough, Bankside and London Bridge; Canada Water; Elephant and Castle; Nunhead; and Peckham.

## Leading Southwark

7. The London Borough of Southwark is made up of 23 wards consisting of 63 Councillors. The Labour party currently has 49 Councillors; the Liberal Democrat party has 14; and there are no Conservative party Councillors. These Councillors sit on the Council Assembly, which is the “sovereign” body of the Council. The assembly is chaired by the Mayor of Southwark and is responsible for approving the budget and policy framework.
8. The Council operates a strong leader / cabinet model. The cabinet is headed by the leader and deputy leader. Ten members hold individual portfolios.
9. The Cabinet is responsible for leading the community planning and consultation process, drafting the budget and policy framework, and taking most decisions on resources and priorities.
10. Scrutiny Committees take a close look at Council decisions and activities and call for the Council to be open and accountable. They examine services provided by the Council and review the Council's budget and policies. Scrutiny can look at, or ‘call- in’ decisions made by the cabinet and recommend decisions are changed or reconsidered.
11. A Licensing Committee is established to consider licensing policy with contested licence applications being considered by Sub-Committees of the main Committee as set down in table 1 in section 4 of this document.
12. Multi-ward forum areas - There are five multi-ward forum areas, each comprising four or five wards

### North West area forum

- Borough and Bankside
- London Bridge and West Bermondsey
- Chaucer
- St Georges Wards

### North East area forum

- North Bermondsey Ward
- South Bermondsey Ward
- Rotherhithe Ward
- Surrey Docks Ward

### West Central area forum:

- North Walworth Ward
- Newington Ward
- Faraday Ward
- Camberwell Green Ward
- St Giles Ward

### East Central area forum

- Old Kent Road Ward
- Peckham Ward
- Nunhead and Queens Road Ward
- Rye Lane Ward
- Peckham Rye Ward

### South area forum

- Champion Hill Ward
- Goose Green Ward
- Dulwich Hill Ward
- Dulwich Village Ward

- Dulwich Wood Ward

### **Fairer future principles**

13. The Council recognises that in times of reduced funding from central government, there is a need to focus resources on the areas where the most impact can be made.
14. The Council plan identifies a number of principles that underpin our Fairer Future for all vision and guide the promises and commitments agreed through the plan. The five core principles are:
  - Treating residents as if they were a valued member of our own family;
  - Being open, honest and accountable;
  - Spending money as if it were from our own pocket;
  - Working for everyone to realise their own potential;
  - Making Southwark a place to be proud of.

### **Southwark and the leisure and entertainment industry**

15. Southwark offers a wide-range of leisure and cultural opportunities. The north of the Borough is recognised as one of London's fastest growing tourist quarters and a thriving business location. The area encompasses some of London's top attractions (including the Shakespeare's Globe Theatre; the Tate Modern and the Ministry of Sound). Elsewhere across the Borough, there are many other creative hotspots in areas such as the Elephant and Castle and Peckham and a very broad variety of leisure and cultural opportunities intended to meet the needs of our diverse communities. These include clubs and bars, restaurants and cafes, galleries, theatres and cinemas.
16. Southwark currently has over 1,400 premises licensed for the sale and supply of alcohol and / or regulated entertainment and late night refreshment on an ongoing basis. Over 1000 of these are licensed for the sale and supply of alcohol. Somewhere between 90% to 100% of licensed premises are open between the hours of 11:00hrs and 23:00hrs. Additionally, many hundreds of small, occasional and community focused events are staged across the Borough each year under the facility of Temporary Event Notices.
17. Undoubtedly, our licensed premises make a significant contribution to making Southwark the Borough it is.

### **Alcohol-related crime analysis 2016**

18. At a local level, the impact of alcohol-related harm in terms of both ambulance call-outs and crime are substantial in Southwark and are not felt evenly across the Borough. Local Southwark data highlights that the impact of alcohol increases during the course of the day and is particular evident in the late evening and early hours of the morning, especially at weekends.
19. The analysis uses local London Ambulance Service (LAS) and Southwark based Metropolitan Police data, from the most recently available 12 month period of July 2017 to June 2018. Where appropriate this has been compared with July 2015 to June 2016 and July 2016 to June 2017 in order to provide context for the direction of travel. The MPS crime dataset is composed of 1,220 Assault with Injury (AWI) offences committed in LB Southwark. AWI was the most common offence type where alcohol was a feature according to the most recently available alcohol profile of the CSEW, with 57% of AWI offences reported in the CSEW involving alcohol. All

Domestic Abuse offences and AWI assaults committed in a domestic setting have been removed from the dataset.

20. LAS data gives vital insight into the prevalence of acute alcohol related harm in a way that crime data cannot. As well as intoxication and associated presentations, paramedics will attend assault victims who will never appear in crime statistics due to the victim's unwillingness to report to the Police. There were a total of 2,970 alcohol-related ambulance call outs between July 2017 and June 2018. The number of alcohol related callouts increase during the day, with LAS callouts peaking around 23:00hrs remaining higher than the Borough average until 03:00hrs.
21. There is a 62% increase in LAS callout volumes over the weekend when comparing the Friday to Sunday to the Monday to Thursday period. LAS callouts in the LNL period are most prevalent in London Bridge, Borough High St and Elephant and Castle. Walworth Road, Camberwell and to a lesser extent, Peckham.
22. Public Health England - Local Alcohol Profile summary:
  - Latest available data (FY16/17) for the LB Southwark hospital admission rate for alcohol specific conditions is the fifth highest in London;
  - The admission rate has been notably above the London average for the previous seven years.
23. Crime Summary – Alcohol Related violence:
  - At the national level, in the combined datasets of the 2012/13 and 2013/14 Crime Survey of England and Wales, 70% of violent incidents occurring at the weekend, and 70% of violent incidents occurring in the evening or night, were alcohol-related;
  - Furthermore, 70% of violent incidents in England and Wales (as reported to CSEW) which took place in a public space were alcohol-related, compared with 40% of incidents that occurred in the home and 43% of incidents that happened in and around the workplace;
  - The proportions of violent incidents that were alcohol-related increased as the afternoon and evening progressed, from 23% of violent incidents occurring between midday and 18:00hrs, to 52% were between 18:00hrs and 22:00hrs and 83% occurred between 22:00hrs and midnight;
  - Assaults with Injury offences in the night time period are most prevalent in the London Bridge, Borough High St and Elephant and Castle areas. Walworth Road, Camberwell and to a lesser extent, Peckham.
24. Key findings – within established Cumulative Impact Areas (CIAs):
  - Proportional changes of alcohol related violence across the CIAs are not particularly statistically significant, with a similar level in 2012/13 as in 2018/19;
  - The overall increases in alcohol related LAS call outs are as a result of methodology change;
  - The level of reported alcohol related rowdy behaviour and street drinking in the CIAs is at its lowest since the introduction of the Policy;
  - The geography of alcohol-related incidents of violence, theft and LAS call-outs remained quite consistently within each CIA suggesting their positioning is appropriate.
25. Key findings – within monitor areas:
  - Reports across Violence, ASB and Ambulance data all showed an increase in the monitoring areas, although violence levels and alcohol related rowdy behaviour and street drinking are still lower than in their peak in FY2013/2014;
  - Elephant and Castle may be reviewed in the future further to the expected



increase in licensed premises.

26. A copy of the latest partnership analysis and the statistics relied on above can be obtained from the licensing service (see Appendix A for contact details). Such information informs the direction of resources within the Council and partner agencies.

## **SECTION THREE – PURPOSE AND SCOPE OF THE LICENSING POLICY**

### **Purpose of the policy**

27. This policy has five main objectives:

- To reinforce, for the benefit of elected members on the Licensing Committee, the powers and constraints placed upon the Local Authority as Licensing Authority by the 2003 Act;
- To set out, for the benefit of prospective Applicants; Responsible Authorities; local residents; and licensed operators; the parameters under which this Authority will make its licensing decisions;
- To inform prospective licensees how a licensed premises is likely to be able to operate within an area;
- To inform local residents and licensed operators how their needs will be addressed;
- To minimise the number of licensing decisions that may be challenged in a court of law.

### **Scope of the policy**

28. The Licensing Act 2003 regulates the following activities

- The sale by retail of alcohol;
- The supply of alcohol by or on behalf of a club to, or to the order of, a member of the club;
- The provision of “regulated entertainment”;
- The provision of “late night refreshment”.

### **Types of authorisation**

29. The Act provides for four different types of authorisation or permission as follows

- Personal licences – to sell or authorise the sale of alcohol from premises in respect of which there is a premises licence;
- Premises licences – to use a premises for licensable activities;
- Club premises certificates – to allow a qualifying club to engage in qualifying club activities;
- Temporary event notice (TENs) - to carry out licensable activities at a temporary event.

30. The scope of the policy covers new applications for licences, renewals, transfers and variations, including time-limited premises licences. It also covers the review and possible revocation of licences and certificates.

31. In general a reference in this policy to a premises licence will also include a club premises certificate.

### **Definitions – ‘Regulated entertainments’**

32. “Regulated entertainment” includes:

- A performance of a play;
- An exhibition of a film;

- An indoor sporting event;
- A boxing or wrestling entertainment;
- A performance of live music;
- Any playing of recorded music;
- A performance of dance;
- Entertainment of a similar description to a performance of live music, and playing of recorded music or a performance of dance.

For the entertainment to be licensable, one or more of these activities must take place in the presence of an audience and be provided (at least in part) to entertain that audience upon premises made available for the purpose.

33. There are a number of exemptions contained in the Act. Also, since the introduction of the Live Music Act 2012, a number of deregulatory steps have been taken. For the current up to date position please contact the licensing service (details in section 12 of this policy).

**Definitions – ‘Late night refreshment’**

34. “Late night refreshment” is defined as the supply of hot food or hot drink to members of the public from or in a premise for consumption on or off the premises, between the hours of 23:00hrs and 05:00hrs. Premises include vehicles and stalls.

**The licensing objectives**

35. In carrying out its licensing functions the Council will promote the four licensing objectives set out in the Licensing Act 2003. They are:

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

36. Each objective is of equal importance. There are no other licensing objectives, so the promotion of the four objectives is paramount at all times. It is the responsibility of all parties involved in the licensing process to work together toward these licensing objectives at all times. The four objectives are considered in more detail in sections 7 to 10 of this document.

37. However, the legislation supports a number of other key aims and purposes. These are vitally important and should be principal aims for everyone involved in licensing work. They include:

- Protecting the public and local residents from crime, anti-social behaviour and noise nuisance caused by irresponsible licensed operators;
- Giving the Police and Local Authorities the powers they need to effectively manage and police the night-time economy and take action against those premises that are causing problems;
- Recognising the important role which pubs and other licensed premises play in our local communities by minimising the regulatory burden on business encouraging innovation and supporting responsible premises;
- Providing a regulatory framework for alcohol which reflects the needs of local communities and empowers Local Authorities to make and enforce decisions about the most appropriate licensing strategies for their local area;
- Encouraging greater community involvement in licensing decisions and giving

local residents the opportunity to have their say regarding licensing decisions that may affect them.

38. Each licence application will be considered on its own merits and in accordance with this policy.

#### **Fundamental principles**

39. Licensing is about regulating licensable activities on licensed premises, by qualifying clubs and at temporary events within the terms of the 2003 Act.
40. If an application for a premises licence or club premises certificate has been made lawfully and there have been no representations from Responsible Authorities or other persons, this Authority must grant the application, subject only to conditions that are consistent with the operating schedule and relevant mandatory conditions.
41. Conditions attached to the various authorisations will be focused on matters which are within the control of individual licence holders and others with relevant authorisations, i.e. the premises and its vicinity. This will include the direct impacts 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.
42. While this statement sets out the Council's general approach to the making of licensing decisions, nothing in this statement undermines the right of any individual to apply under the terms of the 2003 Act for a variety of permissions and to have any such application considered upon its individual merits.
43. Similarly, this statement of policy does not override the right of any person to make representations on an application or to seek a review of a licence or certificate where provision has been made for them to do so in the 2003 Act. Absolute weight will be given to all representations. However, this will not include those that are frivolous, vexatious or repetitious.
44. The Council may depart from this policy in the interests of promoting the licensing objectives, if the individual circumstances of any case merit such a decision. Where such decision is taken, full reasons for the departure from the policy will be given.

#### **General information**

45. This Authority recognises that licensing law is not the primary mechanism for the general control of nuisance and anti-social behaviour by individuals once they are away from licensed premises and, therefore, beyond the direct control of the individual, club or business, holding the licence. Nevertheless, it is a key aspect of such control and licensing law will always be a part of the holistic approach to the management of the evening and night-time economy in town and city centres.
46. Other mechanisms available for addressing issues of unruly behaviour that can occur away from licensed premises include:
  - Maximising the use of intelligence sources, ensuring these are identified and information obtained is analysed and shared among all relevant partner agencies;
  - Ensuring the most effective and efficient use of partnership resources, co-ordinated and intelligently targeted where they are most necessary and can

- achieve the maximum benefit;
- Ensuring the careful consideration is given to the best use of the full range of powers available to the various partner agencies, so as to achieve effective outcomes to matters of concern. Regulatory powers extend beyond licensing and include for instance other Police, anti-social behaviour, Trading Standards and Environmental Health legislation;
- Ensuring good communication and support is provided to responsible operators, providing regular contacts, liaison and training opportunities are available. For example:
  - The partnership Police and Council's Night Time Economy Team plays an important role in providing additional high visibility policing within the night time economy, establishing good working relationships with venue operators and front of house staff and providing a reassuring presence
  - "Conflict resolution training" is provided by the Council's Health and Safety Team intended for retail staff, aimed at dealing with violence and aggression at work.
  - The "Revealed" training programme run by the Council is aimed at helping community event organisers provide safe, well managed events;
- Co-ordination with Planning and use of planning controls;
- Careful consideration of supporting infrastructure, including the provision of CCTV surveillance across the Borough; improved street lighting; late night public conveniences; street cleaning and litter patrols together with initiatives such as The Public Spaces Protection Order (PSPO) which replaced the Designated Public Place Orders (DPPO) under the Anti-Social Behaviour Act 2014. A DPPO is currently in place across the whole of the Borough (excepting of areas of Dulwich) provides powers to confiscate alcohol from nuisance drinkers, another controls dogs;
- Campaign work undertaken in conjunction with other partners (such as the Drugs and Alcohol Action Team (DAAT) under Community Safety) under the Safer Southwark Partnership such as previous "safe world cup"; "safety glasses"; "talking signs" campaigns;
- The development of partnership arrangements intended to take forward schemes that are of benefit to the local community such as the Business Improvement District in Bankside and London Bridge;
- The establishment of local pub-watch, club-watch and similar schemes.
- Information about pub-watch can be obtained through their web site on
- [www.nationalpubwatch.org.uk](http://www.nationalpubwatch.org.uk).
- Encouragement of socially responsible licensed operations through schemes such as the Southwark Women's Safety Charter;
- The best practice demonstrated and supported by the Purple Flag, Best Bar None and other similar award schemes.

47. The Council will use its full range of powers, engage all relevant responsibilities and work together with all partners to deliver the licensing objectives.

## SECTION FOUR – ADMINISTRATION, EXERCISE AND DELEGATION OF FUNCTION

48. This policy does not set out to explain the circumstances under which any one of the available authorisations may be required, nor does it attempt to explain the licensing processes. There is a link to the government guidance accompanying the application forms on the Councils licensing web pages: <https://www.southwark.gov.uk/business/licences/business-premises-licensing/beer-licences/beer-licences>

### **Applications for licences and consents - General**

49. Applications for all licences and consents available under the 2003 Act must be made on the relevant form prescribed under secondary regulations. Applications will not be progressed until the form has been completed in full and received, together with the relevant fee and all other required information, by the Licensing Authority and the relevant Responsible Authorities.
50. In accordance with the Provision of Services Regulations 2009, electronic application facilities are available. Electronic application facilities for premises licences may be found on GOV.UK or this Authority's own web site. Electronic applications for other categories of licence and consent are available on this web site also. Where electronic applications are made, the application will be taken to 'be given' when the applicant has submitted a complete application form and submitted the fee.
51. Applications will be progressed in accordance with procedures laid down by the Act. Prospective Applicants should refer to the separate relevant guidance documents for further details.

### **Applications for club premises certificates**

52. Club premises certificates may be issued to qualifying clubs, formerly registered members clubs. To be eligible for a club premises certificate the members of the club must have joined together for a particular social, sporting or political purpose and to purchase alcohol in bulk, for supply to members and their guests. Qualifying conditions are specified in Section 61 of the Act and the Council must be satisfied that these conditions have been met. This Authority will require evidence to be submitted with any application that supports that the club is non-profit making and that there is a minimum of a two-day interval between the application and the acceptance of new members.

### **Provision of scale plans**

53. Applicants are required to submit a current scale plan of the premises when making an application for a new premises licence and a scale plan of the proposed layout as part of any application for a variation of a premises licence affecting approved layout arrangements. Plans need not be professionally drawn but must be drawn to scale and include a scale bar. It is useful to include the plans the size of the original drawing (for example "1:100 when printed at A4"). Ideally, if copies of original plan drawings are submitted, the copies should be made the same size as the original drawing to preserve the scale. Plans should also be made available to Members considering an application in a Licensing Sub-Committee.

Plans must be clear and legible in all material respects, providing sufficient detail

for this Authority to determine the application. Applicants are asked to note that under this policy plans should detail not only the arrangement of internal areas of the premises but also external areas intended to be used as part of the licence or for the purpose of consumption of on or off sales of alcohol and late night refreshment. This includes patio or garden areas, external public areas such as the street and any temporary structures such as marquees or smoking shelters.

### **Variations and new applications**

54. Where a premises licence holder wishes to amend their licence the Act allows, in most cases, for an application to vary the licence to be made rather than requiring an application for a new premises licence. Two variation processes exist. A simplified minor variations process provides for proposed variations that have no adverse potential impact upon the licensing objectives. A separate major variations process provides for variations that do have potential adverse impact upon the objectives. It should be noted that proposals to extend the current physical licensed area of the premises concerned may require a new premises licence application to be made. In such cases, Applicants should discuss their proposals with the Licensing Team before submitting an application in order to ensure that the correct route is taken.

### **Provisional statements**

55. While applications for a full premises licence may be made in respect of a premises that is not yet complete, this Council would prefer to see provisional statements sought in the first instance in cases where the responsible bodies are not yet able to confirm that works have been carried out in compliance with agreed schedules and to standard. However, the Council acknowledges that any person falling within section 16 of the Act can apply for a premises licence before new premises are constructed, extended or changed, as long as clear plans of the proposed structure exist and the Applicant is in a position to complete an operating schedule. The schedule will need to contain details of:

- The activities to take place there;
- The time at which such activities will take place;
- The proposed hours of opening;
- Where the Applicant wishes the licence to have effect for a limited period, that period;
- The steps to be taken to promote the licensing objectives;
- Where the sale of alcohol is involved, whether supplies are proposed to be for consumption on or off the premises (or both) and the name of the designated premises supervisor the Applicant wishes to specify.

### **Temporary Event Notices (TENs)**

56. The Act provides a system by way of “temporary event notices” for the temporary carrying on of any licensable activity outside of the terms of a premises licence or club premises certificate. Under this system no authorisation as such is required from the Licensing Authority. Instead a person wishing to hold an event at which such activities are proposed to be carried on (the “premises user”) gives notice to the Licensing Authority of the event.
57. There are two types of TENs. A standard TEN and a late TEN. All TENs must be given to the Licensing Authority in the form prescribed in regulations made under the 2003 Act, together with the relevant fee, and be copied to the Police and this Authority’s Environmental Protection Team (see contact details in appendix A).
58. A standard TEN must be given with at least 10 clear working days notice before the event. A late TEN (intended to assist premises users in situations that are outside of their control) can be given no earlier than nine working days but still with a minimum of five clear working days notice before the event. These stated timescales are not negotiable and no notice will be progressed unless all parties have been correctly notified.
59. The 10 and 5 clear working days notice periods will be calculated exclusive of the day on which the event is to start and the day on which the notice is given (working days do not include the date that the TEN is submitted, or the first day of the event itself). For instance, if a standard temporary event is intended for a Saturday or Sunday night, the notice must be given by the third Friday before the event date at the latest. If a bank holiday should fall within the period then an additional working day must be allowed for each bank holiday day that occurs.
60. In general, only the Police (on crime and disorder grounds) or the Environmental Protection Team (on grounds relevant to any of the licensing objectives) may intervene to prevent such an event taking place. However, this Licensing Authority will also intervene if the notice given is incorrect or if the limits set out in the Act that may be given are exceeded. TEN’s that include regulated entertainment after 23.00hrs within the Notice should include comprehensive details of the event, SIA, a Searching policy and a dispersal plan, so the Police can properly assess the event.
61. In a significant number of events it is anticipated that the minimum notice period will not provide sufficient time for proper consideration to be given to any concerns that may arise. For this reason, while this Authority will accept notifications given with only the statutory minimum notice, it is requested that 28 days notice of an intention to stage a temporary event is provided, together with as much supporting information as possible, in order to prevent unnecessary objections having to be raised.
62. It should also be noted that in cases where there is any element of doubt as to whether the premises user has the consent of the premises owner to use the premises concerned for the purposes given; this Authority will wish for both the Police and itself to be provided with evidence to this effect.
63. Furthermore, it should be recognised that many temporary events will still have potential to give rise to concerns, particularly around public nuisance, health and



safety or protection of children. For this reason Applicants should understand that the licensing service may share information on temporary events taking place with other “Authorities”, including the Planning Authority. This does not provide those Responsible Authorities with the opportunity to raise representations, but will allow any matter of concern to be followed up under other powers. This action does not, however, absolve any premises user from their own responsibility to ensure that any other necessary consent (including planning permission or temporary structures consent) is obtained or that their event does not give rise to any crime and disorder, public safety, nuisance or harm to children issues. Further guidance is available in the separate document “Guidance to Temporary Event Notices” available from the licensing service.

### **Multiple TENs for a single event**

64. Section 171 of the explanatory notes to the Licensing Act 2003 with regards to Section 101 of the Act, “Minimum of 24 hours between event periods”, states that:

*“This section provides that there must be a minimum period of 24 hours between temporary events held on the same premises by a premises user, or held by that user and another person who is related to, associated with or in business with that user. This prevents a premises user holding numerous consecutive temporary events as a means of avoiding an application for a premises licence. If a temporary event takes place on premises that are included within or include other premises where another temporary event takes place, then the two events are deemed to take place on the same premises.”*

65. In addition to section 101 of the Licensing Act 2003, the Licensing Authority considers that the use of more than one TEN within the same or adjacent premises at similar times to allow an event of over 499 persons attending at any one time is likely to give rise to the increase in public nuisance and crime and disorder. Additionally the increased number of patrons over 499 persons gives a greater concern on the impact of the event on public safety and the prevention of harm to children.
66. Organisers of events whereby patrons will exceed 499 should not use the “light touch” approach with multiple TENS. Such events should be licensed by application for a time-limited premises licence. This will allow for full consultation of the proposal and the measures to promote the licensing objectives and allows greater opportunities to grant the application with appropriate conditions to promote the licensing objectives.
67. Therefore multiple TENs that are at similar times, or within 24 hours of each other, for the premises included within or adjacent to the premises that receive objections from a relevant person will be considered by the Licensing Sub-Committee.
68. Premises users for multiple TENs will be given opportunity to demonstrate how they will ensure that the licensing objectives will not be undermined and that the total maximum capacity of 499 will not exceeded. This will be balanced against evidence provided by the Police and/or Environmental Health Officers.

### **Major art and pop festivals, carnivals, fairs and circuses**

69. We encourage organizers of major festivals and carnivals to approach the Council at the earliest opportunity to discuss arrangements for the licensing of their events. Larger events will require a time-limited premises licence. This will involve the

preparation of a substantial operating schedule, full public consultation and a longer lead in period.

70. The Southwark Events Team co-ordinates a Safety Advisory Group (SAG) with membership comprising all the emergency response authorities which can provide support to event organisers on event planning if good time is allowed. All major events will be scrutinised by the SAG. Contact details for the Events Team are provided in Appendix A.

### **Consultation arrangements**

71. This Authority considers it important that the local community is fully aware of local licensing applications being made within its area. Regulations governing the advertising of applications for the grant, variation or review of premises licences and club premises certificates require a brief summary of the application to be displayed immediately on or outside premises concerned; and (with the exception of reviews) a public notice to be published in the local press. Failure to comply with the requirements in full will result in the progression of the application being delayed.
72. This Authority understands that regulations to the Act require public notices to be of a size equal or larger than A4; of pale blue colour; and printed legibly in black ink or typed in black in a font of a size equal to or larger than 16. It also recognises that applications may not be rejected on the basis of improper notification if public notices comply with this minimum standard. However, in order to ensure that the notice of application displayed at the premises may be clearly seen and easily read by passers by, this Authority recommends that public notices displayed be of A3 size in pale blue colour printed legibly in black ink in a font of size equal to or larger than 20. This Authority also asks that the notice summarises the proposed licensable activities and the proposed hours of opening and remains clearly displayed in a position where it may be readily seen by passers by for the period during which representations may be made. A public notice template in our preferred format is available on the licensing webpages for each licence at: <https://www.southwark.gov.uk/business/licences/business-premises-licensing/alcohol-late-night-refreshment-and-entertainment-licences> which can be printed out onto blue A3 sized paper. Checks will be made to ensure that the summary is properly displayed.
73. The licensing service supports the consultation process by maintaining a public register at:

<http://app.southwark.gov.uk/Licensing/LicenseRegister.asp>.

This details all current applications (alongside detail of current licensed premises). It is open to any person who wishes to be kept up to date with the latest applications in their area, to subscribe to "licensing alerts". E-mail notifications are sent to subscribers when a new licence application is received within their local ward. The licensing service will also notify local Ward Councillors of all new applications in their area.

### **Responsible Authorities**

74. Contact details for Responsible Authorities are given in appendix A. The Responsible Authorities must be notified of, and are entitled to lodge representations about, applications for premises licences or club premises certificates or variations. They may ask the licensing authority to review a premises licence or club premises certificate. Responsible Authorities will also provide advice

and information on established best management practice. Information on preparing an operating schedule is contained within this policy, for more complex applications, e.g. those that may include a variety of differing licensable provisions with differing operational times within the same premises, Applicants may also wish to consult with the Authorities directly with a draft operating schedule prior to submission.

75. This Authority advises that it recognises the Southwark Children's' Social Service as the body competent to provide advice on matters concerning the protection of children from harm.
76. It should be noted that the Director of Public Health is added as a Responsible Authority. While health is not included as a licensing objective, the Guidance to the Act recognises that health bodies may hold information which other Responsible Authorities do not, but which would assist a Licensing Authority in exercising its functions.
77. Additionally the Secretary of State has been added as a Responsible Authority and this task is undertaken by the Home Office. Changes to the Act now prevent the issue or transfer of a premises licence to a person who is not entitled to work in the UK. Relaxant offences have also been updated to include the offence of employing a person who is not entitled to work in the UK.

#### **Representations**

78. It is open to any "Responsible Authority", as defined under the Act or other person to lodge representations concerning a premises licence or club premises certificate application during the set consultation period.
79. A representation will only be "relevant" if it relates to the likely effect of the grant of the licence on the promotion of at least one of the licensing objectives. A representation that fails to do this is not "relevant" for the purposes of the 2003 Act. It is for the Licensing Authority to determine on its merits whether any representation by an interested party is frivolous or vexatious.
80. Representations must be received in writing at the licensing service office by the last date for representations. Representations must be signed, dated, provide the grounds of representation in full and include the name and address of the person / body making the representation.

#### **Disclosure of personal details of persons making representations**

81. Where a notice of a hearing is given to an Applicant, the Licensing Authority is required under the Licensing Act 2003 (Hearings) Regulations 2005 to provide the Applicant with copies of the relevant representations that have been made. Applicants will be provided with the complete addresses of all Objectors, as they may wish to challenge whether or not an Objector lives in the local area where the premises is situated. Other personal details will be redacted. If an Objector does not wish for their address to be given, they may ask another party such as their Ward Councillor or local Residents Association to make an objection on their behalf. A Licensing Sub-Committee hearing may be convened to consider the representation and to determine the application. Any representations may form part of the public documents for the hearing, which are available to the public and press. All personal details, including addresses, will be removed from public documents, including online reports.
82. In exceptional circumstances, persons making representations to the Licensing

Authority may be reluctant to do so because of fears of intimidation or violence if their personal details, such as names and address, are divulged to the Applicant.

83. Where this Authority considers that the person concerned has a genuine and well-founded fear and may be deterred from making a representation on this basis, alternative approaches will be considered. Where circumstances justify such actions this Authority may either provide only minimal details (such as street name or general location in a street) or withhold details.

**The Licensing Authority acting as responsible authority**

84. The Licensing Authority is included within the list of responsible authorities. This role will be undertaken within the Authority’s licensing service. This Authority will determine when it considers it appropriate to act in its capacity as a Responsible Authority in accordance with its duties under section 4 of the 2003 Act.
85. Where it is decided to act within the Responsible Authority role, a separation of duties will be maintained to ensure procedural fairness and eliminate conflicts of interest.

**Determination of applications**

86. In accordance with the provisions of the Act, this Authority has established a Licensing Committee with a maximum of 15 members and provision for Sub-Committees of three members to be drawn from the overall pool of the main Committee membership.
87. In doing so, the Council has sought to establish an efficient and cost-effective system for determinations of licences. Where the Act carries a presumption of grant for applications to which no objection has been made, the administration of the grant will be delegated to Officers. All such matters will be periodically reported for information only to the full Licensing Committee.
88. Where matters are subject of representations, the licensing service will normally attempt to reach a negotiated conclusion through a conciliation process. This service is provided to help develop workable agreed outcomes supported by all parties which will also save the time and costs associated with holding a public hearing. Conciliation can be agreed up until 24 hours before a hearing takes place. Where this is not possible the application and representations to it will be considered by the Sub-Committee at a public hearing.
89. Table 1 sets out the schedule of delegation of decisions and functions to Licensing Committee, Sub-Committees and Officers. This form of delegation is without prejudice to the Council’s right to redirect an application as appropriate in the circumstances of any particular case.

Table 1 – Table of delegations of licensing functions			
Matter to be determined	Full Committee	Sub-Committee	Officers
Licensing policy	& assembly		
Personal licence		If a Police or Secretary of State objection made	No objection made
Personal licence with unspent convictions		All cases	

Personal Licence where convicted of any relevant offence or foreign offence, or required to pay an		When the Authority becomes aware	
Premises licence / club certificate		If relevant representation made and not conciliated	No relevant representation / all concerns conciliated
Provisional statement		If a relevant representation made and not conciliated	If no relevant representation
'Major' variation of a premises licence / club premises		If a relevant representation made and not conciliated	If no relevant representation
'Minor' variation of a premises licence / club premises			All cases
Variation of the designated premises supervisor		If a Police or Secretary of State objection made	All other cases
Request to be removed			All cases
Transfer of premises licence		If a Police or Secretary of State	All other cases
Interim authority		If a Police or Secretary of State	All other cases
Review of a premises licence /		All cases unless	
Whether a representation on is irrelevant,			All cases
Decision to object when a Local Authority is a consultee and not			All cases
Temporary event notice		If Police or Environmental Health objection is made	
Variation of a premises licence in respect of a community premises to include		If a Police objection	All other cases
Decision whether to consult other Responsible Authorities on minor variation application			All cases

### **Licence reviews**

90. At any stage following the grant of a premises licence, a Responsible Authority or other persons, may apply for a review of that licence because of a matter arising at the premises in connection with any of the four licensing objectives.
91. In addition, a review of the licence will normally follow any action by the Police to close down a premises for up to 24 hours on grounds of disorder or nuisance, as a result of a magistrate's court's direction sent to the Licensing Authority. A licence review can have several outcomes, ranging from no action being found necessary to the temporary suspension or revocation of a licence.
92. Where a review of a premises licence is sought this must relate specifically to a particular premises licence relating to an individual premises. The Licensing Authority may also reject an application made by an interested party if it determines that the ground for the review is repetitious, that it is substantially similar to an earlier review, following which a "reasonable interval" has not elapsed since the earlier application or alternatively since the grant of the premises licence.
93. Any evidence relied upon for a review (or any submitted representation) must be supplied to all parties within the consultation period. Any supplementary evidence following that period must be supplied at least 24 hours before the Hearing. It is the responsibility of the person bringing the review, or making a representation, to ensure that any supporting evidence (written or visual) is in an acceptable and usable format that can be circulated to all Responsible Authorities, the licence holder and any other interested parties. Evidence supplied should be complete at the point that it is submitted, with no expectation that the Council will add to their evidence or produce evidence from previous complaints or applications.

### **Applications for transfer of a premises licence following application for a review**

94. This Authority is concerned over the frequently observed practice of an application for a transfer of a premises licence being made following an application for a review of that same licence being lodged.
95. Where, such applications are made, this Authority will require documented proof of transfer of the business / lawful occupancy of the premises (such as a lease), to the new proposed licence holder to support the contention that the business is now under new management control.

### **Annual maintenance fee payments**

96. An annual maintenance fee is payable in respect of all premises licences and club premises certificates. If the annual fee is not paid when it is due, the Authority must suspend the licence or certificate. In such cases, the holder of the licence will be notified in writing, giving at least two working days notice of the suspension date. Once suspended, the licensable activity authorised by that licence must cease. The Police and other Responsible Authorities will be informed and monitoring checks will be made to ensure no licensable activity continues.
97. The suspension ends upon payment of the fee. Licence holders should ensure that the payment of the outstanding fee is brought to the attention of the licensing service in order that the suspension may be lifted.

### **Other regimes**

98. This Authority will look to ensure consistency, as far as is possible within law, with other licensing and consent regimes.

99. This Authority will not consider the issue of “need” in determining any licence application, as this is a matter for planning control and the market. Thereby, this Council will not impose quotas of premises or licences.

#### **Planning, regeneration and building regulations regimes**

100. The planning, regeneration, building control and licensing regimes will be properly separated to avoid duplication and inefficiency. Each regime involves consideration of different (albeit related) matters. Neither Licensing nor Planning Committees are bound by decisions made by the other.
101. However, this Authority will look to ensure proper integration with the planning regime. While it is understood that there is no legal basis for a Licensing Authority to refuse a licence application solely because it does not have planning permission, to allow clarity and consistency both for Applicants; and in response of enforcement action, it is strongly recommended that applications for premises licences for permanent commercial premises should normally be from businesses with relevant planning consent for the property concerned. This applies equally to applications seeking a licence intended to facilitate a change of use / type of operation. Where this is not the case, the Council may expect the Applicant to address the reasons why planning permission had not been firstly sought and / or granted and provide reasons as to why licensing consent should be.
102. This Authority notes that Guidance supports ‘where businesses have indicated, when applying for a licence under the 2003 Act, that they have also applied for planning permission or that they intend to do so, the Licensing Sub-Committee and Officers may consider discussion with their planning counterparts prior to determination with the aim of agreeing mutually acceptable operating hours and scheme designs”.
103. There are circumstances when, as a condition of planning permission, a terminal hour has been set for the use of premises for commercial purposes. It must be emphasised that where these hours are different to the permitted licensing hours, the Applicant must observe the earlier closing or later opening time. Premises operating in breach of their planning permission would be liable to prosecution under planning law. This is emphasised by the decision in the case of *Gold Kebab v Secretary of State for Communities and Local Government 2015*.
104. Further information on planning is available on the Council web site at <http://www.southwark.gov.uk/planning-and-building-control>.

#### **Land owners consent**

105. Where licences are granted or temporary event notices are submitted for licensable activities to persons who do not own the premises/land where the licensable activity is to take place, this authorisation does not authorise the use of the premises without the prior consent of the land owner and does not allow an operator to breach any covenants or restrictions on the titles or leases for the use of land/premises.
106. With regards to public or Council owned premises/land there is no implied permission to use the premises/land with the issue of a premises licence without obtaining separate consent from the appropriate Council section, such as Highways, the Housing Dept. or Parks, who is effectively the land owner, to use the land.

#### **Other consents**

107. Other consents such as planning permission are separate regimes and a premises licence or temporary event notice cannot be used unless all other relevant consents

are in place. Contact details for obtaining Planning Consent or a Highway's Table and Chairs Licence and applying for the use of a park are in Appendix A under other agencies.



## SECTION FIVE – DETERMINING APPLICATIONS FOR PREMISES LICENCES AND CLUB PREMISES CERTIFICATES

### How this policy works

108. All applications for new premises licences or variations need to be supported by an operating schedule. The schedule must clearly establish the steps the Applicant proposes to promote the licensing objectives.
109. If an application for a premises licence or club premises certificate has been made lawfully and there have been no representations from Responsible Authorities or other persons, the Licensing Authority must grant the application in the terms sought, subject only to the relevant mandatory conditions and conditions that are consistent with the operating schedule. The Licensing Authority will have no discretion to refuse the application or to alter or add to the conditions arising from the operating schedule.
110. If relevant representations are received, then (unless the concerns raised are resolved through conciliation) a hearing of the application by the Licensing Sub-Committee will normally follow. At the hearing, each application will be considered upon its own merits with all relevant matters taken into account.
111. Having had regard to all relevant matters, the Sub-Committee will take such steps as it considers appropriate to promote the licensing objectives. This may include the refusal or part grant of the application, or adding to or modifying the conditions proposed in the operating schedule.
112. In exercising its discretion, the Licensing Sub-Committee will have regard (amongst other things) to the content of this licensing policy. Therefore, Applicants are advised to read the content of this policy carefully before drawing up their operating schedule. Where an operating schedule complies with this policy, it is generally less likely that a Responsible Authority or other person will object to it, or that any representation will succeed. Therefore, compliance with this policy is likely to assist the Applicant to avoid the delay and expense of a contested licensing hearing, and risk refusal of the application or the addition of unwanted conditions.
113. This is not to say that an opposed application which complies with the policy will necessarily be granted or that an opposed application which does not comply with it will necessarily be refused. Where there have been relevant representations, the Licensing Authority will always consider the merits of the case, and interfere with the operating schedule only when, and to the extent, considered appropriate to promote the licensing objectives. So, for example, following receipt of relevant representations the Licensing Authority will not interfere with an operating schedule which does not comply with this policy where the steps proposed are sufficient to meet the licensing objectives in the individual circumstances of the case.
114. However, the policy represents the Licensing Authority's view of the best means of securing the licensing objectives in most normal cases. It has been drawn up in consultation with other expert bodies and Responsible Authorities, together with input from business operators and community stakeholders. While the contents of

the operating schedule are a matter for the Applicant, in cases where there is objection to a schedule which departs from the policy, the licensing Sub-Committee hearing the opposed application will normally expect to be given good reason for the departure if it is to be asked to make an exception to the policy.

115. In this policy, there are a number of references to the Licensing Authority's expectations of Applicants. As explained, the policy is only engaged where the Licensing Authority has a discretion following the receipt of representations. In such cases, the Licensing Authority will not apply the policy rigidly, but will always have regard to the merits of the case with a view to promoting the licensing objectives.
116. One particular expectation of Applicants is that they conduct a risk assessment in relation to the licensing objectives before completing an operating schedule. It is emphasized that there is no statutory requirement for this under the Licensing Act 2003. However, where no such risk assessment has been conducted, then if there are relevant representations leading to a hearing, the Licensing Sub-Committee may take a more precautionary approach than if the Applicant can demonstrate that a particular risk has been properly evaluated and either discounted or mitigated in the operating schedule.

#### **Location and other relevant considerations**

117. In considering applications for new licences, variations of existing licences and licence reviews, this Authority will take the following matters into account:

- Whether the premises is located within a current Cumulative Impact Area;
- The type and mix of premises and their cumulative impact upon the local area;
- The location of the premises and their character;
- The views of the Responsible Authorities and other persons;
- The past compliance history of the current management;
- The proposed hours of operation;
- The type and numbers of customers likely to attend the premises;
- Whether the Applicant is able to demonstrate commitment to a high standard of management for example through the level of consideration given to the promotion of the licensing objectives; by active participation in PubWatch; and adopting the Council's Women's Safety Charter;
- The physical suitability of the premises for the proposed licensable activities i.e. in terms of safety, access, noise control etc.

118. Applicants should refer to section 6 of this policy for detail of the current local Cumulative Impact Areas and also consider the general operating hours in section 7 of this policy. Applicants should not try to replicate later operating hours even if there are other premises nearby that currently operate for longer. This Authority will need to carefully balance the conflicting needs of residents, patrons and businesses in relation to the introduction of premises and flexible opening hours for the sale and supply of alcohol and late night refreshment.

#### **High standards of management**

119. When assessing the Applicant's or Licensee's ability to demonstrate a commitment to high standards of management this Authority will consider whether the Applicant or Licensee

- Has researched the local area and can demonstrate understanding of local community concerns;
- Has carried out relevant risk assessments and devised an appropriate strategy to promote the licensing objectives;
- Can demonstrate comprehensive knowledge of best practice;
- Has sought advice from the Responsible Authorities;
- Has implemented any advice given by Responsible Authorities;
- Is able to understand verbal and written advice and legal requirements;
- Can demonstrate knowledge of the licensing objectives, relevant parts of the licensing policy and their responsibilities under the 2003 Act;
- Is able to run their business lawfully and in accordance with good business practices;
- Is able to demonstrate a track record of compliance with legal requirements.

### **Mandatory conditions**

120. There are a number of mandatory conditions set out within the Act (as amended by the Mandatory Licensing Conditions (Amendment) Order 2014). The mandatory conditions must be imposed upon all licences where relevant. The mandatory conditions are detailed within this policy under the relevant licensing objectives.

### **Other conditions**

121. Conditions on a premises licence or club premises certificate are important in setting the parameters within which premises can lawfully operate. This Authority will aim to ensure that conditions attached to licences will:

- Be appropriate for the promotion of the licensing objectives;
- Be precise and enforceable;
- Be unambiguous and clear in what they intend to achieve;
- Not duplicate other statutory requirements or other duties or responsibilities placed on the employer by other legislation unless extending circumstances have demonstrated multiple breaches of that legislation and the condition/s are to prevent further breaches;
- Be tailored to the individual type, location and characteristics of the premises and events concerned;
- Not be standardised;
- Not replicate offences set out in the 2003 Act or other legislation;
- Be proportionate, justifiable and be capable of being met;
- Not seek to manage the behaviour of customers once they are beyond the direct management of the licence holder and their staff (but may impact upon the behaviour of customers in the immediate vicinity of the premises or as they enter or leave);
- Be written in a prescriptive manner.

### **Shadow licences**

122. The Licensing Authority has received enquiries and applications for premises licences where a licence is already in force. Typically the Applicant is the landlord of the premises where the licence holder of the licence already operating is their tenant. The landlord in many cases is seeking what they term a “shadow licence” on the same or similar terms to the licence already existing.

123. The Authority recognises that there is no restriction in the Licensing Act 2003 for there to be more than one licence to be in effect at any one time at the same

premises.

124. The Licensing Authority has concerns however that the holding of additional licences has the potential to undermine the decisions made as a result of determining applications to review a premises licence whereby if one licence was modified, suspended or revoked the premises could effectively continue to operate under the second licence.
125. Similarly Responsible Authorities, including the Police, Trading Standards and the Licensing Team, have expressed concerns regarding the enforcement of the terms and conditions of the premises licences if it is unclear under the authorisation of which premises licence the licensable activities are taking place and who is the relevant premises licence holder and DPS.
126. This Authority also recognises that landlords have powers over their tenants outside of the licensing regime and would expect responsible landlords to exert that control to promote the licensing objectives. Where the landlord is also a licence holder of a premises licence in effect at the premises the Council considers that the landlord has further responsibilities in respect of the operation of the premises to promote the licensing objectives.
127. In order to promote the licensing objectives and provide clarity as to which premises licence is being used to provide licensable activities conditions can be added to the an additional premises licence application, these may include:
  - The Licensing Authority and Police are informed at least 14 days prior to the provision of licensable activities under this licence.
  - When this licence is used to provide licensable activities and the licence summary is displayed on the premises, the licence summary of any other premises licence will not be displayed at the same time.
128. To promote the licensing objectives this Authority will take a holistic view of the licensing circumstances at the premises. The Licensing Authority will encourage Responsible Authorities and other persons when submitting an application to review a premises licence, to also consider whether it is appropriate to review all the licences in effect at the premises in order to promote the licensing objectives.
129. In determining applications for a review of a more than one premises licence relating to the same premises each application will be considered individually on its own merits.

## SECTION SIX – LOCAL CUMULATIVE IMPACT POLICY AREAS

### Cumulative impact

130. In areas where the number, type and density of premises selling alcohol are high or exceptional, serious problems of nuisance and disorder may arise some distance from those premises. Such problems generally occur as a result of large numbers of drinkers being concentrated in an area. Typically this occurs when customers leave premises at peak times or where there is queuing at fast food outlets or for public transport. Moreover, large concentrations of people may also increase the incidence of other criminal activities such as drug dealing, pick pocketing and street robbery. Local services such as public transport services, public lavatory provision and street cleaning may not be able to meet the demand posed by such concentrations of drinkers and this can lead to issues such as street fouling, littering, traffic and public nuisance caused by concentrations of people who cannot be dispersed quickly.
131. 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.
132. It is normally the case that a representation citing a relevant CIA will have to be determined at a Licensing Sub-Committee hearing. The Applicant should therefore expect to have to attend a hearing regarding their application from the outset. It is therefore advisable for Applicants to mitigate potential cumulative impact as part of their operating schedule.
133. The cumulative impact of licensed premises on the promotion of the licensing objectives is a proper matter for a Licensing Authority to consider within its licensing policy and is now included in the Licensing Act 2003 under section 5a. Local Licensing Authorities may adopt special cumulative impact or 'saturation' assessment areas where there is an evidential basis for the decision. The retention of any CIA should be reviewed every three years.
134. Guidance sets out that relevant information which Licensing Authorities may be able to draw upon to evidence the cumulative impact of licensed premises on the promotion of the licensing objectives will include:
- Local crime and disorder statistics, including statistics on specific types of crime and crime hotspots;
  - Statistics on local anti-social behaviour offences;
  - Health related statistics such as alcohol related emergency attendances and hospital admissions;
  - Environmental Health complaints, particularly in relation to noise and litter;
  - Complaints recorded by the Local Authority, which may include complaints raised by local residents or residents associations;
  - Evidence from local Councillors;
  - Evidence obtained through local consultation.
135. The Licensing Authority may consider this evidence, alongside its own evidence as to the impact of licensable activities within its area and consider, in particular,

the times at which licensable activities are carried on. Information which may inform consideration of these issues includes:

- Trends in licence applications, particularly trends in applications by types of premises and terminal hours;
- Changes in terminal hours of premises;
- Premises capacities at different times of night and the expected concentrations of drinkers who will be expected to be leaving at different times.

In summary, the steps to be followed in considering whether to adopt a special policy within the policy are:

- (a) Identify concern about crime and disorder; public safety; public nuisance; or protection of children from harm;
- (b) Consider whether there is good evidence that crime and disorder or nuisance are occurring, or whether there are activities which pose a threat to public safety or the protection of children from harm;
- (c) If such problems are occurring, identify whether these problems are being caused by customers of licensed premises, or that the risk of cumulative impact is imminent;
- (d) Identify the boundaries of the area where problems are occurring (this can involve mapping where the problems occur and identifying specific streets or localities where such problems arise);
- (e) Consult those specified in section 5(3) of the 2003 Act and, subject to the outcome of the consultation, include and publish details of the special policy in the licensing policy statement.

136. 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.

137. This presumption does not relieve Responsible Authorities or interested parties of the need to make a relevant representation. Such representation, which should reference the information which had been before the Licensing Authority when it developed its statement of policy, must be received before a Licensing Authority may lawfully consider giving effect to its special policy. If there are no representations, the Licensing Authority must grant the application in terms that are consistent with the operating schedule submitted. Once adopted any policy will be reviewed within a three year period.

138. The Council will not use such policies solely:

- As the grounds for removing a licence when representations are received about problems with existing licensed premises;
- To refuse modifications to a licence, except when the modifications are directly relevant to the policy, for example where the application is for a significant increase in the capacity limits.

### **Southwark regeneration and planning policies**

139. Local cumulative impact policies are not intended as a barrier to local regeneration, however regeneration and planning policies and schemes are separate regimes from licensing and each deals with different and separate local issues.

140. Applicants for premises licence and variations in regeneration areas and who have received assistance from the regeneration section of the Council with their planning consents, that receive relevant representations with regards to cumulative impact policies will still be required to adequately address the cumulative crime and disorder and public nuisance issues raised in this policy in order to successfully rebut the presumption against grant. This rebuttal can include evidence that the nature of the area has changed as a result of ongoing regeneration in the area. Applicants will still be expected to address the four licensing objectives within their operating schedule.

**Local cumulative impact Areas (CIAs; previously known as Cumulative Impact Policies, or CIPs)**

141. Since the introduction of the Licensing Act 2003, the Council's Licensing Committee has monitored the impact of licensed premises operation across the local Southwark area. Central to this monitoring lies the annual (Local Authority / Police) Partnership Analysis of Alcohol Related Harm.
142. The Southwark analysis has developed and improved over the years as information sources have been identified and developed. The analysis now incorporates statistical analysis of
- Alcohol related violence;
  - Alcohol related disorder and rowdiness;
  - Alcohol related health harm;
  - The costs of alcohol related harm.
143. This information is supplemented by periodic reports provided the Council's Environmental Protection Team on noise nuisance complaints and other service and received information.
144. With over 1,400 licensed premises operating within the Borough, parts of Southwark have now reached saturation point. Where this occurs the economic benefits of providing alcohol outlets during the day and/or the night time economy begin to be outweighed by increased public nuisance and crime and disorder, loss of amenity and the costs of excessive alcohol consumption.
145. This Authority currently has three cumulative impact policies in place. In each case the decision to introduce a local policy has been taken having had regard with regard to the latest analysis and following the process set out in section 118 of this policy. The current CIAs are located in
- Borough and Bankside;
  - Camberwell;
  - Peckham.
146. Detailed maps are available from the Licensing Team. However, the boundaries of each local CIA are explained here. A copy of the latest partnership analysis of alcohol related harm and the Environmental Protection Team analysis of noise nuisance complaints is also available upon request from Licensing (see appendix A for contact details). The effects of each policy will continue to be monitored and reported to the Licensing Committee periodically. A policy will be removed when no longer needed.

147. The Authority also has three monitoring areas, where consideration may be given to introducing additional CIAs if the crime data analysis supports their implementation in the future. These monitoring areas are:

- Elephant and Castle;
- Old Kent Road;
- Walworth and East Street.

You can check to see if a premises is situated within a CIA by using Southwark Maps:

<https://geo.southwark.gov.uk/connect/analyst/mobile/#/main?mapcfg=Southwark%20licencing%20areas>

#### **Borough and Bankside CIA**

148. On 4 November 2009, Council Assembly agreed that it was appropriate and necessary to introduce a local policy dealing with the cumulative impact of licensed premises in the Borough and Bankside area. The boundary of the area was extended on 6 April 2011.

149. The boundary of the area to which the policy applies is defined as follows – Commencing at the Lambeth border on the Thames and moving southward to Waterloo Road then St George’s Circus / Borough Road / Borough High Street / Long Lane / Crosby Row / Snowsfields / Bermondsey Street directly north to the river frontage and then westward back to the Lambeth border.

150. The classes of premises within the area to which the policy shall apply will be night-clubs / public houses and bars / restaurants and cafes / off-licences, supermarkets and grocers.

#### **Camberwell CIA**

151. On 5 November 2008, Council Assembly agreed that it was appropriate and necessary to introduce a local policy dealing with the cumulative impact of licensed premises in the Camberwell area.

152. The boundary of the area is defined as follows – From Camberwell New Road at the junction with Wyndham Road progressing via Camberwell Road / Bowyer Place / Edmund Street / Benhill Road / Wilson Road / Graces Road / Graces Mews / Camberwell Grove (via alley) / Grove Lane / De Crespigny Park / Denmark Hill following the Lambeth boundary to Coldharbour Lane / Denmark Road / Flodden Road and Camberwell New Road returning to the start.

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

#### **Peckham CIA**

154. On 5 November 2008, Council Assembly agreed that it was appropriate and necessary to introduce a local policy dealing with the cumulative impact of licensed premises in the Peckham area. On 4 November 2009 the boundary of the policy area was extended.

155. The boundary of the area is defined as follows – Commencing on Peckham High Street at the junction with Kelly Avenue progressing to Gatony Street / Sumner



Road / Jocelyn Street / cross Peckham Hill Street / Goldsmith Road / Meeting House Lane / Consort Road / Heaton Road / Sternhall Lane / McDermott Road / Maxted Road / Bellenden Road / Chadwick Road / Lyndhurst Way / Peckham Road to junction with Talfourd Road and back to start.

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

#### **Review of CIAs**

157. CIAs must be reviewed every three years, to see if supporting crime statistics justify their relevance, or if those monitoring areas now justify a CIA introduction. Analysis is done, comparing any changes over long and short-term periods, looking at crime data from the Metropolitan Police and the London Ambulance Service over the last seven years. Anti-social behaviour calls to the Police, categorised as rowdy behaviour or street drinking have also been included. This data analysis is available in Appendix X. Reviewing these figures for the CIAs and the monitoring areas, the proportions do not change significantly.
158. At this time, all three CIAs are to remain in place and unchanged. The monitoring areas are to remain in place and unchanged. There is a notable level of crime in the Elephant and Castle area, but it is considered at this time, to be as a result of the location being a major transport exchange hub, with those responsible for alcohol-related crime passing through the area; rather than as a result of local alcohol-led premises. As this area is undergoing significant regeneration, with many additional future alcohol-licensed venues planned, this will be reassessed in the future.

#### **Rebutting the presumption against grant within a CIA**

159. All Applicants for new premises licences or for variation of existing premises licences, made in respect of classes of premises affected by the policy, located within a special policy area, must address the local concerns raised within their application and operating schedule.
160. The licensing service, acting in its role as Responsible Authority, will review each application in the light of the special policies and will make representations where the application is likely to add to the existing cumulative impact.
161. Where a presumption against the grant of a licence exists and a relevant representation has been received, this Authority must consider whether it would be justified in departing from its special policy in the individual circumstances of the case. This Authority will need to be satisfied that the grant of the application under consideration will not impact further on the relevant licensing objectives, before any grant or part grant of the application can be approved.
162. Examples of factors that this Authority may consider as demonstrating that there will be no impact may include:
- Small premises intended to cease operation before midnight;
  - Premises which are not alcohol led and only operate during the day time economy;
  - Instances where an existing business operation is being relocated while maintaining the same style of operation;
  - Where a suite of conditions is proposed that will ensure that the premises

operates in a specified manner. For instance, in the case of a food led operation, a suite of conditions that governs the minimum number of covers provided; that alcohol will only be provided by waiter / waitress service and /or together with a table meal and /or in a designated area;

- Members may take steps to grant a premises licence outside of the recommendations of the Policy to promote the use of licensed premises by groups that are not well serviced with licensed premises within the Borough.

163. Examples of factors that this Authority is unlikely to consider as demonstrating that there will be no impact may include:

- That the premises will be well managed (as this is an expectation of all licensed premises);
- That the premises will be constructed to a high standard;
- That the Applicant operates a similar style of business elsewhere (such as within another Local Authority area) without complaint.

164. Any relevant representation of support will be taken into consideration.

#### **Cumulative impact outside local CIAs**

165. Where an application for a grant a new premises licence, or to vary an existing, premises licence is made in an area that is not part of a cumulative impact policy area there is a presumption to grant.

166. The Authority will accept representations that include evidence of cumulative impact issues that relate, or could relate, to the operation of the premises and the licensing objectives as a relevant consideration in determining an application.

167. While a rebuttable presumption not to grant in a cumulative impact area does not apply to applications to review a premises licence, cumulative impact can form part of a representation with supporting evidence.

#### **Early morning restriction orders (EMRO)**

168. There are no EMROs in Southwark at the time of writing this policy, however this Authority may introduce an EMRO if it feels it is 'appropriate' for the promotion of any of the licensing objectives.

## SECTION SEVEN – HOURS OF OPERATION

### Licensing hours

169. Prior to the introduction of the Licensing Act 2003, the Government believed that fixed and artificially early closing times were one of the key causes of both rapid binge drinking prior to closing times and of disorder and disturbance when large numbers of customers were simultaneously required to leave licensed premises. An aim was to reduce the potential for concentrations of customers from licensed premises and achieve a slower dispersal of people through flexible opening times.
170. Current Guidance now states that “the Government acknowledges that different licensing approaches may be appropriate for the promotion of the licensing objectives in different areas. The 2003 Act gives the Licensing Authority power to make decisions regarding licensed opening hours as part of its implementation of the licensing policy and Licensing Authorities are best placed to make such decisions based on local knowledge and in consultation with other Responsible Authorities”.
171. This Authority recognises the increase in the numbers of premises licensed for the sale or supply of alcohol since the introduction of the 2003 Act and, particularly, the increase in the numbers and density of such premises within the night time economy. In such a densely populated borough such as Southwark where there is often little demarcation between residential and commercial areas the potential for late operating venues and businesses to cause nuisance and disturbance to local residents is considerable. Therefore, there will be no presumption in favour of lengthening licensing hours. The four licensing objectives should be paramount considerations at all times.
172. Table 2 (following page) provides a guide for Applicants when preparing their operating schedules as to the hours of operation that this Authority might consider appropriate by type of premises and (planning) area classification. These hours are not pre-determined and each application will be considered upon its own merits.

You can check to see the recommended hours in a particular area by using Southwark Maps:

<https://geomap.southwark.gov.uk/connect/analyst/mobile/#/main?mapcfq=%2FAnalyt%2FNamedProjects%2FSouthwark%20licencing%20areas>

173. However, Applicants for licences incorporating hours that fall outside of the guidance offered are expected to explain fully within their application, the arrangements intended to be put in place to ensure that the premises does not add to cumulative impact, or to disturbance and / or disorder in the area late at night. Applicants who wish to provide licensable activities outside the hours specified should ensure that the operating schedule specifies detailed measures to mitigate against crime, disorder and public nuisance taking into account:
- The location of the premises and the character of the local area;
  - The proposed hours during which the licensable activities are proposed to take place;
  - The adequacy of the proposed control measures intended to promote the licensing objectives;

- The availability of local public transport;
- The proximity of the premises to other licensed premises of a similar nature and the hours of operation of those premises.

174. Operating schedules with insufficient detail are more likely to be refused, have limitations in hours applied, or have additional conditions imposed upon them by the Licensing Sub-Committee. The Licensing Authority may impose further limitations in hours upon review of the licence, particularly where the premise is shown to be the focus or cause of nuisance or anti-social behaviour.

175. Applicants should note that where applications relate to premises that are located within more densely populated areas, stricter controls with regard to noise control may be necessary. For guidance please see section 9 on the prevention of public nuisance.

176. It has been previous policy of this Authority (consistent with then published Guidance) that shops, stores and supermarkets selling alcohol would normally be permitted to provide sales of alcohol for consumption off the premises, at any time when the retail outlet is open for shopping. However, concerns raised regarding the impact upon the local community from the increase in the availability of alcohol, especially in the night time period or early morning, apply equally to the off licensed as the on licensed trade. Applicants seeking licences to provide for the sale or supply or alcohol for consumption off the premises are directed to this guidance also.

Table 2 – Suggested closing times of licensed premises

Type of premises	Major town centres and strategic cultural area	District town centres	Local centres and small shopping parades	Residential areas
	Bankside and Borough London Bridge Canada Water Elephant and Castle (including Walworth Road) Peckham St Mary's Churchyard (Rotherhithe)	Camberwell Herne Hill Lordship Lane Note: Borough and Bankside and London Bridge are also classified as District Town Centres. However, as they have dual Categorization as Strategic Cultural Areas the later hours apply	The Blue Dulwich Village Nunhead Forest Hill Road Great Suffolk Street Southampton Way Southwark Park Road	All other
Restaurants and cafes	Fri – Sat 01:00 Sun – Thurs 00:00	Fri – Sat 0:100 Sun – Thurs 00:00	Fri – Sat 00:30 Sun – Thurs 23:30	23:00 daily
Public houses, wine bars, or Other drinking establishments and bars in	Fri – Sat 00:00 Sun – Thurs 23:00	Fri – Sat 00:00 Sun – Thurs 23:00	Fri – Sat 00:00 Sun – Thurs 23:30	23:00 daily

other types of premises				
Hotel bars and guest houses	No restrictions for residents	No restrictions for residents	No restrictions for residents	No restrictions for residents
Night clubs (with 'sui generis' planning classification)	Fri – Sat 03:00 Mon – Thurs 01:00 Sun 00:00	Fri – Sat 01:00 Sun – Thurs 00:00	Not considered appropriate	Not considered appropriate
Off-licences and alcohol sales in grocers and supermarkets	00:00 daily	00:00 daily	23:00 daily	23:00 daily
Take-away establishments LNR	Fri – Sat 01:00 Sun - Thurs 00:00	Fri – Sat 01:00 Sun – Thurs 00:00	Fri – Sat 00:00 Sun – Thurs 23:00	Not considered appropriate
Cinemas and theatres	02:00 daily	01:00 daily	00:00 daily	23:00 daily
Vessels	23:00 daily	23:00 daily	23:00 daily	23:00 daily
Qualifying members' clubs	02:00 daily	01:00 daily	00:00 daily	23:00 daily
Event premises/ spaces where sale of alcohol is included in, and ancillary to, range of activities including meals	Fri – Sat 01:00 Sun – Thurs 00:00	Fri – Sat 01:00 Sun – Thurs 00:00	Fri – Sat 00:00 Sun – Thurs 23:00	23:00 daily

177. It should be noted that there are three areas which are strategic cultural areas that are situated outside a major town centre, two for part of the Borough and Bankside SCA and a third area in Rotherhithe, these are listed below:

- Shad Thames area bounded by Tower Bridge Road, Tooley Street, St. Saviours Dock and the River;
- Triangle area bounded by Bermondsey Street, Tower Bridge Road and the Railway;
- St Mary's Churchyard area Rotherhithe.

178. It is recognised that these areas, although of mixed use, have a high residential usage and consideration for the later hours beyond those recommended for a residential area should be accompanied by evidence that the proposal is intended to enhance the provision of arts, culture and tourism in the area.

179. For premises that do not fall within one of the types of premises listed the on sale of alcohol shall be considered to fall within the premises type for a bar, some examples may be breweries with a tap room for on sales of alcohol, a hotel bar for non-residents, a bar or supply of alcohol in an office/workspace and event spaces which does not fall into the event premises/space category.

180. Similarly for types of premises that sell off sales of alcohol but do not fall within one of the listed categories shall be considered to fall within the premises type for an off licence, for instance “petrol stations,” where the restriction to sell alcohol under section 106 of the Licensing Act 2003 does not apply, the premises may be considered as predominately being a grocers.
181. Where the sale of alcohol is not considered the primary activity of the premises, then it is appropriate to condition the sale of alcohol as ancillary to the primary activity, for instance to qualify for the restaurant hours alcohol should be mainly ancillary to the provision of food.
182. For the purpose of this guidance the following area classifications are made
- Major town centres – Canada Water, Elephant and Castle (including Walworth Road) and Peckham;
  - Strategic cultural areas – Bankside, Borough and London Bridge (Note: These areas are also district town centres but here this classification will apply), St Mary’s Churchyard (Rotherhithe);
  - District town centres – Camberwell, Herne Hill and Lordship Lane;
  - Local centres and small shopping parades – The Blue, Dulwich Village and Nunhead;
  - Residential – All other.
183. A map showing the boundaries of each area is included at Appendix B.

#### **Late Night Levy**

184. Southwark carried out a formal consultation on the introduction of a late night levy across the Borough, in accordance with the Police Reform and Social Responsibility Act 2011 and relevant Regulations. The determination to introduce the levy was made by Full Council on 17 July 2019 with an implementation date of 01 September 2019.
185. The levy is a discretionary power, which this Council has adopted. The purpose of the levy is to assist Local Authorities and the Police to manage and improve the night time economy. The Levy will allow the Council to charge a fee to businesses that are licensed to sell/supply alcohol between 00:01hrs and 06:00hrs. This charge applies whether these licensed (permitted) hours are used or not and is dependent on the rateable value of the premises and the levy amounts are set by the Government
186. Exemptions from the levy:  
The following premises are allowed an exemption:
- a) Premises with overnight accommodation. This exemption does not apply to any premises which serve alcohol to members of the public who are not staying overnight at the premises;
  - b) Theatres and cinemas. This exemption only applies if alcohol is sold during the late night supply period, only for consumption on the premises, to ticket holders, participants in the production or invited guests to private events; they must be bona-fide theatres or cinemas and the sale of alcohol must not be their primary purpose;

- c) Community Amateur Sports Clubs. These are clubs registered as Community Amateur Sports Clubs that are entitled to various tax concessions including relief from business rates;
  - d) New Years Eve premises only. This applies to premises which are authorised to sell/supply alcohol between midnight and 06:00hrs, and applies ONLY on New Year's Day;
187. Temporary Event Notices (TENs) and the levy:
- TENs are exempt from the Late Night Levy because they are not included within the scope of the legislation governing the levy.
188. Reduction:
- The Council has decided that a reduction of 30% be granted to premises licence holders in relation to on-trade premises that are in receipt of Small Business Rate Relief (as specified in Part III of the Local Government Finance Act 1988) and have a rateable value of £12,000 or less.
189. Spending of the levy revenue:
- The Council can recover all costs associated with the administration of the levy system. These are the costs that the Council incurs with the introduction or variation, administration, collection and enforcement of the levy.
190. The amount leftover after the above deductions (the net levy revenue) must be split between the Mayor's Office of Policing and Crime (MOPAC) and the Council, on a 70/30 basis, in favour of MOPAC. However MOPAC has agreed that the whole amount will be held in a central trading account. The allocation of this funding will then be managed through our current Night Time Economy contract with the Metropolitan Police.
191. The Council is restricted as to what it can use the funds for; it must be used to fund services to tackle late night alcohol-related crime and disorder and services connected to the management of the night-time economy. The Council can only spend the money on the following measure:
- Reduction of crime and disorder;
  - Promotion of public safety;
  - Reduction or prevention of public nuisance;
  - Cleaning of any relevant highway or relevant land within the Borough.
192. How the remaining monies will be spent is decided by a Board made of Police, Council and representatives of local residents and businesses.

## **SECTION EIGHT – THE FIRST LICENSING OBJECTIVE – THE PREVENTION OF CRIME AND DISORDER**

193. The Council recognises that well run licensed premises can make a valuable and positive contribution to the local community through the local economy, tourism, and cultural development. However, poorly managed licensed premises, especially those offering late night alcohol and / or entertainment, or late night refreshment for large numbers of people, can become a serious source of crime and disorder or anti-social behaviour problems.
194. This Authority will expect Applicants for premises licences and club premises certificates to have made relevant enquiries about the local area and prepare their operating schedule on the basis of a risk assessment of the potential sources of crime and disorder associated with the premises operation. The operating schedule should demonstrate an understanding of the level of risk of crime and disorder and include positive proposals to manage any potential risk.
195. Relevant issues might include:
- Anti-social behaviour;
  - Drunkenness on the premises;
  - Public drunkenness;
  - Violent behaviour;
  - The possession of weapons;
  - Drugs use;
  - Underage drinking;
  - Theft of personal property;
  - Trafficking and illegal workers;
  - Prostitution, lewd acts and similar offences;
  - Child sexual exploitation;
  - Harassment;
  - Counterfeit goods;
  - Non-duty paid goods and tax evasion;
  - Maintenance of smoke-free environments, including shisha bars.
196. Applicants are recommended to seek advice from the Council's Licensing Team, the Police and Trading Standards when carrying out their risk assessments and in preparing their operating schedules.
197. While it is recognised that there is no requirement in the 2003 Act to do so, Applicants may find that it helps the licensing process to provide a copy of the completed risk-assessment upon which the operating schedule is based to the relevant responsible bodies for consideration at the time of application.
198. The main part of this section of the strategy is intended to provide a guide to prospective licence Applicants as to the types of controls that may be appropriate for the promotion of the prevention of crime and disorder licensing objective. It is neither intended to provide a definitive list of preventative measures nor will the Controls listed be appropriate in every circumstance. They are provided to be considered and modified to fit the proposed business operation.



199. Where its discretion is engaged following consideration of relevant representations, the Licensing Authority will consider attaching relevant conditions to licences and permissions to deter crime and disorder, both inside and immediately outside the premises. As far as possible these will reflect local crime prevention strategies.
200. This Authority recommends the range of qualifications designed to support the licensing objectives, available from the British Institute of Innkeeping (BII). Further information is available by contacting the BII by e-mail at the following address [enquiries@bii.org](mailto:enquiries@bii.org)

**Mandatory conditions applying to all premises licensed for the supply of alcohol**

201. The following conditions will apply to all relevant premises licences and club premises certificates which authorise the supply of alcohol:

Designated premises supervisor

- No supply of alcohol may be made under the premises licence (a) at a time where 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 that licence is suspended.

Personal licence holder

- Every supply of alcohol under the premises licence must be made, or authorised by a person who holds a personal licence.

Minimum drinks pricing

- 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;
- For the purpose of this condition 'permitted price' is found by applying the formula  $P=D(DxV)$  where
  - P is the permitted price
  - 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
  - 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.

**Mandatory conditions applying to premises licensed for the supply of alcohol for consumption of alcohol on the premises only**

202. The following conditions will apply to those premises licences and club premises certificates which authorise the supply of alcohol for consumption on the premises:

Irresponsible drinks promotions

- 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;
- In this paragraph, an irresponsible drinks 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:
  - Games or other activities which require or encourage, or are designed to require or 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);
- Provision of unlimited or unspecified quantities of alcohol free or for a fixed 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;
- Provision 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 which carries a significant risk of undermining a licensing objective;
- Selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;
- 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).

#### Requirement to supply alcoholic drinks in certain quantities

- The responsible person must ensure that:
  - Where any of the following alcohol drinks is sold or supplied for consumption on the premises (other than alcohol 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 ½ pint; (ii) gin, rum, vodka or whisky 25ml or 35ml; and (iii) still wine in a glass 125ml;
  - These measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and
  - 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.

#### **Mandatory conditions for door supervision – except theatres, cinemas, bingo halls and casinos**

203. The following conditions apply to all premises licences and club premises certificates requiring door supervision except theatres, cinemas, bingo halls and casinos.

#### Security Industry Authority licences

- Where the premises licence includes a condition that at specified times one or more individual must be at the premises to carry out a security activity, each such individual must (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 the Act.

#### **Measures in support of the prevention of crime and disorder licensing objective – all premises**

204. When compiling operating schedules Applicants are strongly advised to give consideration to:

- **The setting of a safe capacity limit** – While often necessary on public safety grounds, this is equally important in order to prevent overcrowding giving rise to risk of crime and disorder;
- **Use of crime prevention notices** – For use in circumstances where it would

be helpful to warn customers of prevalence of crime which may target them, for instance, to warn of pickpockets or bag snatchers;

- **Publicise details of the premises operation** – Display details of the premises opening and closing times;
- **Installation of CCTV** – The presence of CCTV cameras can be an important means of deterring crime both inside and outside of the premises. It can also help to provide valuable evidence in the event that an incident does occur. CCTV should be maintained in good working order and used at all times with a 31 day library of recordings maintained at all times and a member of staff on duty that is able to operate the CCTV system;
- **The removal of low cost, high strength alcohol from offer** – To help reduce street crime and violence and anti-social behaviour from public drunkenness. Any beers or ciders above 6.5% are considered high strength;
- **Development of a drugs policy in conjunction with the Police** – Establish a clear written anti-drugs policy and publicise this to customers;
- **Use bona fide suppliers** – Being mindful of the prevalence of counterfeit products, particularly alcohol and tobacco, to only stock from legitimate and traceable suppliers (having regard to the traceability requirements in Regulation 4 of the General Food Regulations 2004);
- **Denying access to hawkers** – Prevent counterfeit products, such as alcohol, tobacco, DVDs, CDs and other goods from being offered for sale upon the premises.

#### **Premises supplying alcohol for consumption upon the premises**

205. Consideration should be given to the measures set out below. This particularly applies (though not exclusively) in the case of any application for a 'high volume vertical drinking' (HVVD) premises

- Use of plastic containers and toughened glass – Consideration should be given to the use of safer alternatives to glass which would inflict less severe injuries if used as weapons. Premises should be using reusable polycarbonate plastic receptacles as the alternative to glass. Single use plastics (both receptacles and straws) should not be used unless there is no alternative. Note: All plastic glasses, both single use and reusable, must carry the approved CE mark when used for draft beer, cider and wines;
- Introduce bottle bans – Decant drinks into glasses before being handed across a bar;
- Provide seating for customers – sufficient to ensure that the majority of customers do not have to stand;
- Ensure good availability of soft drinks and food;
- Maintain control over the removal of open containers – To prevent the use of containers as weapons in the street;
- Off sales to be sold in sealed containers for consumption away from the premises to minimize public nuisance.

#### **Premises providing alcohol for consumption upon the premises and regulated entertainment in the night-time economy**

206. Consideration should be given to

- **Employment of appropriate number of SIA registered door supervisors** – Valuable for maintaining orderly behaviour in queues; searching and excluding those suspected of carrying offensive weapons, or illegal drugs; keeping out banned individuals; or controlling admissions and departures. A minimum of two SIA would be expected on most premises;

- **Make personal searches by door supervisors a condition of entry** – Including the provision of signage and female SIA for personal searches conducted on female customers and performers;
- **Provide door supervisors with search wands / search arches** – Maintained in good working order and used on all occasions;
- **Provide a drugs and weapons box** – Kept under the direct control of premises management with all seized drugs and weapons to be handed over to the Police in accordance with the Police instructions;
- **Install ID scanning and recording equipment** – Requiring all customers seeking admission to the premises to provide ID and agree to being recorded. Notices should be provided to this effect. PASS approved Proof of Age cards should be accepted as part of the age verification system;
- **Establish a last admissions policy** – For both admissions and readmissions. Publicise this at the premises;
- **Establish a dispersals policy** – Helping to reduce the potential for disturbance to local residents;
- **Co-operate with the Police and Council on Risk Assessments** - Management should carry out a risk assessments on all DJ and Live music events and advise Police of any medium or high-risk events so advice can be obtained to minimise the risk to the public. To participate in the voluntary partnership for venues and promoters (Safer Sounds crime reduction partnership);
- **Avoid certain performances and exhibitions** – That no film be exhibited or performance given that is likely to stir up hatred or incite violence against any section of the public on grounds of colour, race or ethnic or national origin, disability religious beliefs, sexual orientation or gender;
- **Police promote the use of CCTV to prevent and assist with detection of crime and terrorism. The following conditions should be included within relevant applications in consultation with the Police Licensing Unit.**
  1. That a CCTV system be installed at the premises, be maintained in good working order and be continually recording at all times the premises are in use. The CCTV System must be capable of capturing a clear facial image of every person who enters the premises;
  2. That all CCTV footage be kept for a period of 31 days and shall be made immediately available to Officers of the Police and/or Council on request;
  3. That a member of staff shall be on duty at all times the premises is open who is trained in the use of the CCTV system and who is able to view, and download to a removable device, CCTV footage at the request of Police and / or Council Officers.

#### **Note on DPA retention and disposal of captured images**

207. The Data Protection Act 2018 controls how your personal information is used by organisations, businesses or the government. Where a premise collects personal data, including CCTV images and ID scanners in licensed premises, the licence holder should have a formal procedure in place regarding the use, retention and destruction of this data within a reasonable time period. Everyone responsible for using personal data has to follow strict rules called 'data protection principals'. They must make sure the information is:

- used fairly, lawfully and transparently;
- used for specified, explicit purposes;
- used in a way that is adequate, relevant and limited to only what is necessary;

- accurate and, where necessary, kept up to date;
- kept for no longer than is necessary;
- handled in a way that ensures appropriate security, including protection against unlawful or unauthorised processing, access, loss, destruction or damage.

See: <https://www.gov.uk/data-protection>

**Designated premises supervisor / personal licence holders and authorisations for the retail sale of alcohol**

208. This Authority recognises that neither the Act nor the mandatory conditions outlined elsewhere in this chapter require either a designated premises supervisor or any other personal licence holder to be present on the premises at all times when alcohol is sold or supplied. Nor does the fact that every sale or supply of alcohol must be made under the authority of a personal licence holder mean that only personal licence holders can make such sale or supply or that they must be personally present at every transaction.
209. However, this Authority wishes to emphasise that the designated premises supervisor and the premises licence holder remain responsible for the premises at all times including compliance with the terms of the Licensing Act and conditions attached to the premises licence to promote the licensing objectives.
210. This Authority considers it reasonable to expect therefore that either the designated premises supervisor or another personal licence holder will normally be present upon the premises at all times that alcohol is either sold or supplied or that proper arrangements are in place for authorisation of staff in their absence and for their monitoring. This Authority does recognise that there may be occasions when it is not possible for the designated premises supervisor or another personal licence holder to be present but this Authority considers that this should not occur for any extended period and emphasises that there can be no abdication of responsibility in their absence.
211. Furthermore, this Authority expects that authorisations of other staff to sell and supply alcohol made by the designated premises supervisor, preferably in written form; and any other personal licence holders must be meaningful and be properly carried out.
212. It is understood that, ultimately, whether or not an authorisation has been given within the meaning of the Act will be a matter for a court to determine on the evidence before it when the issue arose, but this Authority notes the Secretary of State considers that the following factors should be relevant in considering whether there was real authorisation:
- a) The person(s) authorised to sell alcohol at any particular premises should be clearly identified;
  - b) The authorisation should have specified the acts which may be carried out by the person being authorised;
  - c) There should be an overt act of authorisation, for example a specific written statement given to the individual(s) being authorised;
  - d) There should be in place sensible arrangements for the personal licence holder to monitor the activity that they have authorised on a reasonably regular basis.

213. Attention is drawn; however, to the fact that recent provision has been made for certain community premises to apply for the removal of the mandatory condition relating to the requirement for a DPS and personal licence and replace this with an alternative condition making a Management Committee or Board of individuals responsible for the supervision and authorisation of alcohol sales. Where such application is made the Council will expect the Applicant to demonstrate that the arrangements for the management of the premises by the Committee or Board are adequate to ensure adequate supervision of the supply of alcohol on the premises. In cases where it is intended to make the premises concerned available for private hire, this Authority will wish to consider the arrangements for hiring agreements. This consideration will include steps to be taken to ensure that the hirer is aware of the licensing objectives and offences in the 2003 Act and to ensure that no offences are committed during the period of the hire.

### **Door Supervision**

214. Door supervisors will often play an important key role in ensuring that well managed premises are free from crime and disorder and nuisance problems. A reminder is given that where a premises licence (other than for plays or films) includes a condition that at specified times there must be persons employed for the purposes of security; protection; screening the suitability of persons entering premises; or dealing with conflict in pubs, clubs and other licensed premises open to the public, then such persons must be registered with the Security Industry Authority (SIA). In any event it is in operator's own interests to ensure that all security staff employed, whether under contract or employed in-house are so licensed, since the operator may be legally liable for their actions. Licensed door supervisors will have undergone an identity and criminal record check and have received suitable training. It is recommended that employers should consider using only SIA approved contractors to source staff. More information on the SIA is available from their website at:

<https://www.gov.uk/government/organisations/security-industry-authority>

### **Police promotion event risk assessments**

215. This Authority recommends that for significant events (see note below) further specific comprehensive risk assessments are undertaken by premises licence holders to identify and minimise any risk of serious violent crime (or public nuisance). Accordingly, for premises that wish to stage promotions, or events (as defined below) this Authority recommends that Applicants address the risk assessment and debrief processes in their operating schedules.
216. Risk assessment should be completed by the management for all 'significant events' and when they are assessed as medium or high risk by the management or have an audience of over five hundred the Police should be informed. This Licensing Authority anticipates that these will be forwarded to the Metropolitan Police and a consultation will take place. Risk assessments should be submitted to the Metropolitan Police more than 14 days of any proposed event and debrief forms submitted within 14 days of the conclusion.
217. Note: The Metropolitan Police define "a significant event" as any occasion in a premises licensed under the provisions of the licensing act 2003, that is promoted / advertised to the public at any time before the event; predominantly features live music, DJs or MCs performing to a recorded backing track; runs anytime between the hours of 22:00hrs and 04:00hrs; and is in a nightclub or large public

house. Licensees should consult with the local Police Licensing Office if in any doubt as to whether an event is “significant”.

### **Adult Entertainment**

218. The Licensing Authority along with the Responsible Authorities have concerns that the licensing objectives are engaged by the operation of premises where nudity, partial nudity or adult entertainment of a sexual nature is carried out. Applicants are required to state in their Operating Schedule that they propose to offer nudity, partial nudity or adult entertainment of a sexual nature.
219. Other than in the context of film classification, censorship of the content of regulated entertainment is a proper function of licensing law, and cannot be properly related to the licensing objectives. The Council as the Licensing Authority does not seek to censor the content of regulated entertainment; matters of indecency are covered by other legislation.
220. Premises providing adult entertainment on a regular basis will be subject to the separate licensing regime for Sexual Entertainment Venues (SEV) under Schedule 3 to the Local Government (Miscellaneous Provisions) Act 1982 as amended by section 27 of the Policing and Crime Act 2009. These provisions were adopted by this Authority on 20 October 2010 and made effective from 1 April 2011. This Authority’s approach to the licensing of sex establishments and sexual entertainment venues is covered in full under the separate Southwark Sex Establishments Licensing Policy, which is available from the licensing service.
221. The Council in its role as the Licensing Authority seeks to regulate the location of premises offering nudity, partial nudity or adult entertainment of a sexual nature, in pursuit of the licensing objectives of the prevention of crime and disorder and prevention of public nuisance. It seeks to regulate the way in which this type of entertainment is conducted in order to prevent crime and disorder, promote public safety and protect children from harm (including sexual exploitation) when undertaking licensing functions.
222. Dance that is sufficiently sexual in nature continues to be regulated. Performances of dance which are “relevant entertainment” within the meaning of the Local Government (Miscellaneous Provisions) Act 1982 (“the 1982 Act”) are not deregulated, regardless of the size of the audience or the time of day. “Relevant entertainment” is defined in the 1982 Act as a live performance or live display of nudity that, ignoring financial gain, can be assumed to be provided solely or principally for the purpose of sexually stimulating any member of the audience.
223. In almost all cases where a performance of dance is potentially licensable as both the provision of relevant entertainment (under the 1982 Act) and regulated entertainment (under the 2003 Act), the 1982 Act disapplies the entertainment licensing regime in the 2003 Act in favour of its stricter regime for the control of sex establishments. However, an authorisation under the 2003 Act rather than the 1982 Act will continue to be required where:
- the premises are not licensed as a sex entertainment venue under the 1982 Act, and;
  - relevant entertainment has been provided at those premises on no more than 11 occasions in any 12 month period, with none of those occasions lasting longer than 24 hours or taking place within a month of any other such occasion.

224. It is also possible that adult entertainment may take place at certain times on the premises. For example, a premise may operate as a café bar during the day providing meals for families but also provide entertainment with a sexual content after 20:00hrs.
225. It is not possible to give an exhaustive list of what amounts to entertainment or services of an adult or sexual nature. Applicants, Responsible Authorities and Licensing Authorities will need to consider this point carefully. This would broadly include topless bar staff, striptease, lap-, table or pole-dancing, performances involving feigned violence or horrific incidents, feigned or actual sexual acts or fetishism, or entertainment involving strong and offensive language.
226. When considering application which include adult entertainments this Authority will take into account
- The nature of the area;
  - The marketing and advertising arrangements for the entertainment;
  - The external views of the premises;
  - Any other factors proposed by the Applicant to mitigate against concerns.
- When considering applications within this policy, the Licensing Authority will have particular regard to whether the premises are in the vicinity of the following:
- Residential accommodation;
  - Schools;
  - Places of worship;
  - Other premises where entertainment of a similar nature takes place;
  - Community centre;
  - Youth clubs;
  - Any other premises in the vicinity as appear necessary to the Licensing Authority on the facts of each application.
227. Where appropriate, the Licensing Authority will also take into account the cumulative effect of a number of such premises on the character of the area in question.
228. Where such applications are made the Applicants are required to state in their Operating Schedule that they propose to offer nudity, partial nudity or adult entertainment of a sexual nature. The following matters may be necessary to promote the licensing objectives and Applicants should consider whether any of the following measures are reasonably required:
- A code of conduct for performers and appropriate disciplinary procedures, developed in consultation with the Police and the Council;
  - Adequate arrangements to exclude persons under 18 year of age from the premises;
  - Adequate arrangements to ensure the adult entertainment cannot be seen from the street;
  - That there is no external advertising of the entertainment either at the premises or in the immediate vicinity;
  - The prohibition of leafleting or touting for business;
  - The designation of an area of the premises for the entertainment with segregation maintained between the performers and the audience and direct access for performers to a dressing room without having to pass through or



coming into close proximity with the audience;

- The prohibition of the participation of customers in the performance;
- The maintenance of a minimum distance of 1 metre between performer and customers during the performance;
- The provision of CCTV and the maintenance of a library of recordings;
- A code of conduct for dancers including appropriate disciplinary procedures for failure to comply with the code;
- Rules of conduct for customers, including appropriate procedures for breach of these rules;
- Procedures to ensure that all staff employed in the premises have pre-employment checks including suitable proof of identity, age and (where required) permission to work;
- The provision of supervisors and security staff;
- Other necessary steps to be taken, including in the recruitment or supply of performers, is free of the influence or organised criminal activity.

229. Conditions will be imposed, as may be necessary, requiring that all service is to seated customers; prohibiting the participation of customers in performances and maintaining a minimum distance of one metre between performers and customers, and between performers during performances. There will also be conditions on the installation and operation of CCTV and retaining recordings of performances and on the employment of supervisors. The Licensing Authority may attach other conditions as appropriate.

230. Applications for premises which provide music, dance and late night refreshment, that do not specify that there will be nudity, partial nudity or adult entertainment of a sexual nature, services or other entertainment which may give rise to concern in respect of children in the relevant part of the application (currently Box N of the application form), will be asked to accept a “no nudity and no adult entertainment of a sexual nature” condition.

231. Where a premises user gives notice of an event under a temporary event notice in the form as prescribed in regulations made under the 2003 Act the user will be required to describe key aspects of the proposed event. This must include whether they will be undertaking any relevant entertainment as defined in Schedule 3 of the Local Government (Miscellaneous Provisions) Act 1982 (i.e. displays of nudity designed to sexually stimulate any member of the audience including, but not limited to lap dancing and pole dancing).

### **The sale and possession of smuggled, bootlegged or counterfeit products and the handling of stolen goods**

232. The guidance to the Act indicates that offences can be committed by certain persons in licensed premises if they allow the sale or supply of smuggled, bootlegged or counterfeit goods on the premises. This is in particular relation to alcohol or tobacco products, but may also include the sale of other counterfeited products such as DVDs and CDs and the handling of stolen goods:

- Smuggled – foreign brands illegally brought into the UK;
- Bootlegged (duty evaded) foreign products brought into the UK in illegal quantities and / or resold in the UK;
- Counterfeit – Fake goods and packaging. Cheap low quality and often dangerous products packaged to look like premium UK brands.

233. Offences are for selling illicit products but also for employees permitting sales and for employees buying or selling. To prevent these offences occurring, the Licensee should consider taking certain precautions. Advice on this can be obtained from the Council's Trading Standards service. Note: That on conviction for offences relating to counterfeit products a proceeds of crime confiscation hearing may be sought by the Council.

**Theft of personal property**

234. Recent analysis of crime statistics has given rise to increasing concern over levels of theft of personal property within licensed premises, especially within the developing northern-western riverside area of the Borough. Applicants are asked to give consideration to appropriate control measures within their risk-assessments and operating schedules.

235. Important steps that can be taken to reduce the risk of theft of personal property include:

- Raise the level of awareness among customers of the risk of theft of personal property through crime prevention information. This is especially important within premises where there is a high level of transient, tourist trade;
- Provide controlled cloakroom areas;
- Provide Chelsea clips under tables;
- Ensure all areas of the premises are well lit and able to be observed by staff.
- Direct staff to observe the customer areas and politely raise with customers when personal belongings are unattended;
- Provide and publicise internal CCTV;
- Ensure adequate staffing levels and provided appropriate staff training.

236. Officers from the Police crime prevention will be happy to visit and advise on arrangements at your premises.

## **SECTION NINE – THE SECOND LICENSING OBJECTIVE – ENSURING PUBLIC SAFETY**

237. Licence holders have a responsibility to ensure the safety of those using their premises, as a part of their duties under the Licensing Act 2003. Physical safety includes the prevention of accidents and injuries and other immediate harms that can result from excessive alcohol consumption such as unconsciousness or alcohol poisoning.
238. The licensable activities under consideration can potentially take place within a broad range of premises. This includes night clubs; concert halls; bars and public houses; restaurants and cafes; cinemas; theatres; supermarkets, convenience stores and grocers; off-licences; and fast food outlets. Each of these types of operation potentially presents a mixture of risks. While many risks are common to most premises, others are unique to specific operations. It is essential that premises are constructed or adapted, configured and managed in a manner which acknowledges these risks and safeguards occupants against them.
239. This Authority is committed to ensuring the safety of people visiting and working in licensed premises. Thereby, this Authority expects Applicants for premises licenses and club premises certificates to prepare their operating schedule on the basis of a risk-assessment and demonstrate an understanding of the potential risks and hazards and include positive proposals to promote the public safety licensing objective.
240. A number of matters should be considered in relation to public safety. These may include:
- Premises configuration and site layout arrangements including adequate means of escape and signage;
  - Fire safety;
  - Emergency systems;
  - Temporary structures;
  - Ensuring appropriate access for emergency services, such as ambulances;
  - Good internal and external communication systems, including with Local Authorities and emergency service (for example communications networks with the Police and signing up for local resident incident alerts);
  - Ensuring the presence of trained first aiders on the premises and appropriate first aid kits;
  - Hygiene and welfare facilities;
  - Special installations and special effects;
  - Ensuring the safety of people when leaving the premises (for example, through the provision of information on late night transport);
  - Ensuring appropriate and frequent waste disposal, particularly of glass and bottles;
  - Ensuring appropriate safe limits on the maximum capacity of the premises;
  - Considering the use of CCTV in and around the premises (see previous section);
  - Considering the use of licensed security.
241. Applicants are recommended to seek advice from the Council's Occupational Health and Safety Team and / or local fire safety Officers (see contact details in

appendix A of this document) when carrying out their risk assessments and preparing their operating schedules. Reference should also be made to the following documents, where appropriate:

- **Model National and Standard Conditions for Places of Public Entertainment** and Associated Guidance ISBN 904031 11 0 (Entertainment Technology Press – ABTT Publications);
- **The Event Safety Guide** - A guide to health, safety and welfare at music and similar events (HSE 2002) ("The Purple Book") ISBN 0 7176 2453 6;
- **Managing Crowds Safely** – A Guide for Organisers of Events and Venues (HSE 2000) ISBN 0 7176 1834 7;
- **5 Steps to Risk Assessment: Case Studies** (HSE 1998) ISBN 07176 15804;
- **The Guide to Safety at Sports Grounds** Published by the Safety at Sports Grounds Authority ("The Green Guide") 2007 ISBN 9780117020740;
- **Fire Safety Risk Assessment – Open Air Events and Venues**” (ISBN 978 1 85112 823 5) which is available from the Communities and Local Government website [www.communities.gov.uk/fire](http://www.communities.gov.uk/fire)
- **Technical Standards for Places of Public Entertainment 2013** – The Association of British Theatre Technicians; The Chartered Institute of Environmental Health; The District Surveyors’ Association; and The Institute of Licensing;
- **Safer Clubbing** - Produced by the Home Office in conjunction with the London Drugs Policy Forum.

242. The following British Standards should also be considered

- BS 5588 Part 6 (regarding places of assembly);
- BS 5588 Part 9 (regarding ventilation and air conditioning systems);
- BS5588 Part 9 (regarding means of escape for disabled people);
- BS 5839 (fire detection, fire alarm systems and buildings);
- BS 5266 (emergency lighting systems).

243. While it is recognised that there is no requirement in the 2003 Act to do so, Applicants may find that it helps the licensing process to provide a copy of the completed risk-assessment upon which the operating schedule is based to the relevant responsible bodies for consideration at the time of application.

244. This main part of this section of the strategy is intended to provide a guide to prospective licence Applicants as to the types of controls that may be appropriate for the promotion of the public safety licensing objective. It is neither intended to provide a definitive list of preventative measures nor will the controls listed be appropriate in every circumstance. They are provided to be considered and modified to fit the proposed business operation.

245. Where its discretion is engaged following the consideration of relevant representations, the Licensing Authority will consider attaching relevant conditions to licences and permissions to promote public safety, where these are not provided for within other legislation and are necessary for the promotion of the public safety licensing objective. This may include additional site specific controls relevant to the planned activities and their timing.

#### **Other relevant legislation**

246. Applicants are firstly reminded of the general duties imposed under other

legislation (i.e. the Regulatory Reform (Fire Safety) Order 2005) and the Health and Safety at Work Regulations 1999 (see appendix B – Other relevant legislation and strategies).

**Mandatory condition applying to all premises licensed for the supply of alcohol for consumption upon the premises**

247. The following condition will apply to all relevant premises licences and club premises certificates which authorise the supply of alcohol for consumption upon the premises.

Free potable water

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

**Measures in support of the public safety licensing objective – Taking a proactive approach to customer safety**

248. Applicants are encouraged to take a proactive approach to public safety issues and to discuss appropriate measures with the Responsible Authorities concerned. Many of the considerations dealt with in the previous section of this policy (dealing with the prevention of crime and disorder) are relevant here. However, consideration should also be given to:

- Ensuring adequate members of staff are on duty upon the premises so as to ensure proper management control may be maintained;
- To provide a full range of soft drinks as an alternative to alcohol (and free tap water when requested);
- Restricting 'special offers' around alcohol to slow down consumption; the rate at which blood alcohol concentrations increase; and peak levels reached by drinkers. Rapidly ascending and high blood concentrations are shown to be associated with violence and uninhibited behaviour;
- Align pricing with alcohol by volume (ABV) and ensure that non-alcoholic drinks are kept much cheaper;
- Restrict sales of alcopops where they could attract under age purchasers;
- Restrict sales of beer or cider over a specified ABV;
- Restrict sales of single cans of alcohol;
- Make food available in late venues;
- Tasking staff to actively monitor customers present upon the premises so as to ensure that no customer continues to be supplied with alcohol to a point where they become drunk;
- To ensure the regular collection of glass within the venue and / or external areas;
- To ensure against drinks being "spiked" or otherwise tampered with. This can be supported by providing a controlled safe areas for drinks to be kept while customers go outside of the premises for a cigarette;
- Increasing the amount of seating provided for customers to reduce more intensive drinking;
- Reduce the volume of music as loud music can increase alcohol consumption;
- Actively promote designated driver schemes where a driver is offered discounted or free non-alcoholic drinks;
- Start the sale of alcohol later in the day and do not align it purely with opening hours;
- Do not provide advertisements for alcohol in shop windows or display boards or other advertising for alcohol on the shop floor;
- Store alcohol in controlled areas;

- To ensure all (internal and external) parts of the premises are adequately lit and may be monitored by staff.

### **Road safety outside Premises**

249. Licence holders or Applicants that wish use an area of public highway or other public space as part of their licensable area, must take reasonable steps to ensure the safety of patrons using such public space. Whilst giving consideration to Hostile Vehicle Mitigation (HVM), the Applicant must determine if HVM is
- a) Justifiable;
  - b) Affordable;
  - c) Sustainable;
  - d) Proportionate;
  - e) Effective;
  - f) Reasonable.
250. This Authority may licence items under the Highways Act 1980, administered by the Highways Licensing Team [Highwayslicensing@southwark.gov.uk](mailto:Highwayslicensing@southwark.gov.uk) . In these cases it is the responsibility of the business to provide safe areas for patrons to stand sit or smoke. Any street furniture in a footway must have a highway licence. There may be a requirement to limit the number of people outside at any one time as part of that licence to protect the passing public and customers from overcrowding.
251. If a business applies to the Authority to use a carriageway for a standing or seating area, there must be consultation with the Metropolitan Police and Metropolitan Police Counter Terrorism Officers (CTSA) in addition to consent from the Highway Licensing Team. Recommendations by the Police/CTSA will be included in the conditions of any licence issued by the Authority. It is the responsibility of the business to ensure any recommended measures are in place, the cost of implementing these measures are also the responsibility of the business. Consideration must be given to the following legislation and advice notes for any items in a carriageway.

<https://www.gov.uk/government/publications/safety-at-street-works-and-road-works>

### **Safe capacities**

252. The Guidance to Licensing Authorities states that “safe capacities” should only be imposed where necessary for the promotion of public safety or the prevention of disorder on the relevant premises. Guidance explains that while licence conditions should not duplicate other statutory provisions, for instance the Regulatory Reform (Fire Safety) Order 2005, Licensing Authorities and Licensees should be mindful of requirements and responsibilities placed on them by other legislation, when setting a safe capacity which would apply at any material time when the licensable activities are taking place and make representations to that effect.
253. The position of the Authority and the Responsible Authorities is that the importance of the role of safe capacities in terms of both public safety and crime and disorder should not be underestimated.
254. Accordingly, it is recommended that wherever the setting of a safe capacity during the provision of licensable activities will assist issues of crowd safety or public order, this is addressed by the operating schedule. Safe capacities should consider not only the overall capacity of a premises but the potential for localised overcrowding within premises also. This is particularly relevant in larger premises, where several activities are taking place in different areas of the same premises at the same time.

255. It should also be noted that where an Applicant wishes to take advantage of the special provisions in Section 177 of the Act relating to small venues then a capacity must be set in consultation with the Fire Authority.

256. For guidance in calculating safe capacities, Applicants may refer to the London District Surveyors Association:

<https://www.labc.co.uk/about-labc/labc-regions/lds-london-district-surveyors-association>

### **Ensuring safe departure of those using the premises**

257. Licence holders should make provision to ensure that premises users safely leave their premises. Measures that may assist include:

- Provide full, clear and up to date information on web sites and other promotional literature on local public transport availability to enable customers to plan their journeys to and from the premises in advance;
- Provide information upon the premises of local taxi companies who can provide safe transportation home;
- Provide facilities to wait for transport in a secure environment;
- Maintain sanitary accommodation available to customers waiting for transport;
- In the event that a customer appears to have had too much to drink, to assist in making arrangements for a safe journey home;
- Provide adequate lighting outside the premises, particularly on paths leading to and from the premises.

### **Women's Safety Charter**

258. This Authority is concerned over anecdotal feedback that female sexual harassment at bars and night clubs is seen as normalised behaviour and goes unchallenged and unreported.

259. In November 2014, Southwark Council launched the Women's Safety Charter. The charter is intended to highlight the concerns over sexual harassment and ensure that these are properly addressed by licensed venue management. The charter asks licensees to:

- Prominently display high visibility posters in their venue which discourage harassment and encourage reporting;
- Take every report of harassment and sexual intimidation seriously and take appropriate action;
- Take active steps to support persons who report harassment or sexual intimidation which might take place in their premises;
- Train all front of house staff to address women's safety and harassment;
- Take active steps to ensure females leave the venue safely.

260. Many responsible, progressive local businesses signed up to the Charter upon its launch. This Authority strongly recommends that every licensed operator demonstrates their commitment to ensuring that their premises also provide a safe environment for women by doing the same. Further information, advice and support are available on the Council's website or by contacting the Licensing Unit. <https://www.southwark.gov.uk/community-safety/let-s-talk-about-women-s-safety>

## SECTION TEN – THE THIRD LICENSING OBJECTIVE – THE PREVENTION OF PUBLIC NUISANCE

### Introduction to public nuisance

261. Licensed premises, especially those that operate late at night or in the early hours of the morning, can give rise to a range of nuisances that may potentially impact on people living, working or sleeping in the vicinity of the premises. Principal concerns relate to noise nuisance, light pollution and noxious smells.

262. This Authority expects Applicants for premises licences and club premises certificates to have made relevant enquiries about the local area before submitting their application. It is important to recognise that the impacts of licensed activity are not contained within a building. Inevitably there is a wider impact as people travel to and from the premises or congregate outside while it is in operation. Nuisance is best managed by careful consideration of the suitability of the selected site at an early stage. Though each site will be considered upon its own characteristics, locating licensable activities in town centres on main roads well served by public transport will generally offer a better prospect of mitigating the impact of the activity.

263. When a suitable site is identified, operating schedules should be prepared on the basis of a risk assessment of the potential sources of nuisance posed by the premises operation to the local community. The operating schedule should demonstrate an understanding of the level of risk of nuisance and include positive measures to manage any potential risks.

264. Relevant considerations might include

- Preventing disturbance caused by patrons upon arrival; when queuing or being admitted to the premises; while congregating outside the premises; or upon departure. This particularly (though not exclusively) between 22:00hrs and 08:00hrs;
- The provision of adequate parking arrangements for customers, preventing illegal parking and obstruction of emergency and other vehicles;
- The prevention of queues of traffic forming outside the premises;
- The availability of alternative public transport and local provision for licensed taxis or private hire vehicles, including arrangements to ensure their use does not cause disturbance to local residents;
- Preventing noise and vibration escaping from the premises, including from music played upon the premises; public address systems; and customer noise;
- Preventing nuisance from the positioning and operation of plant and machinery such as kitchen extraction systems, ventilation plant, condensers etc.;
- The need for regular patrols of the boundary of the premises and / or at the nearest residential points to ensure nuisance impacts are not being experienced by neighbours;
- Controlling disturbance that may be caused by the use of external areas. This should include gardens and terraces as well as other open-air areas including the highway (particularly in relation to the smoking ban and passage of patrons between internal and external areas);
- Arranging clear up operations conducted by staff so they do not cause a nuisance and controlling staff departures;



- Restricting delivery and collection times (waste, equipment and consumables) to between 08:00hrs and 20:00hrs;
- Limiting any nuisance or glare caused by the positioning of external lighting, including security lighting;
- Preventing odour or pests from refuse storage and waste disposal and the accumulation of litter and smokers waste in the vicinity of the premises;
- Preventing odour from food preparation and have adequate kitchen extraction systems in place.

265. Applicants are recommended to seek advice from the Council's Environmental Protection Team when preparing their operating plans and schedules. Where relevant, Applicants are also advised to refer to:

- The Institute of Acoustics "Good Practice Guide on the Control of Noise from Pubs and Clubs";
- Noise at Work Guidance for employers on the Control of Noise at Work Regulations 2005 issued by the Health and Safety Executive and obtainable from <http://www.hse.gov.uk/pubns/indg362.pdf>;
- In the case of large music events, the Code of Practice on Environmental Noise Control at Concerts produced by the Noise Council together with Southwark Events Team policies;
- Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems produced by EMAQ (2018) ;
- Guidance Notes for the Reduction of Obtrusive Light – Institute of Lighting Engineers (2005);
- Southwark's Environmental Protection Team's Technical Guidance for Noise (2017).

266. While it is recognised that there is no requirement in the 2003 Act to do so, Applicants may find that it helps the licensing process to provide a copy of the completed risk-assessment upon which the operating schedule is based to the relevant responsible bodies for consideration at the time of application. Where appropriate, an acoustic report / noise impact assessment can also be submitted to support an application.

#### **Guide to control measures**

267. This section of the strategy is intended to provide a guide to prospective licence Applicants as to the types of controls that may be appropriate for the promotion of the prevention of public nuisance licensing objective. It is neither intended to provide a definitive list of preventative measures nor will the controls listed be appropriate in every circumstance. They are provided to be considered and modified to fit the proposed business operation

268. Applicants should note that where the discretion of the Authority is engaged following consideration of relevant representations, the Licensing Authority will consider attaching appropriate conditions to licences to prevent nuisance. This may include additional site specific controls relevant to the planned activities and their timing.

#### **Preventing nuisance outside of premises**

269. Nuisance caused by patrons outside of premises, whether by patrons queuing for entry; enjoying the facility of a beer garden or terrace; or by smokers congregated on the pavement, is of considerable concern to local residents. This forms the basis for many of the complaints received within the Authority, especially through

the summer months. While people noise is often the main concern, obstruction of the highway preventing people passing by on the pavement and forcing them into the road, can also be both intimidating and dangerous and may also hamper access by emergency services, or street cleansing. Local residents may be further affected by smoke from barbecues and other cooking equipment used in the open air.

270. Licensees have a responsibility for the conduct of their customers while they are in and around their premises. If provision is made for customers to congregate or smoke outside of premises, then sufficient management controls must be put into place to ensure that no nuisance or disturbance is caused to local residents. Failure to control customers outside of premises can result in licence reviews being submitted endangering the continuation of the premises licence.

271. Some simple management controls can be put into place which can significantly reduce the risk of nuisance caused to local residents by customers outside of licensed premises. Consideration should be given to placing controls on:

- Queues of patrons awaiting admission and how these are arranged;
- The hours of operation of any licensed external area, requiring customers to return back into the premises at a specific time. It is suggested that a closing time no later than 22.00 is appropriate. No drinks allowed outside after this time;
- All off sales to be sold in sealed containers for consumption away from the premises;
- The supervision of patrons using any external area so as to prevent nuisance and disturbance;
- Setting a maximum occupancy figure for the premises to address the likely impact of public nuisance from patrons arriving and leaving the premises, particularly in CIAs and/or where the application seeks to continue beyond recommended closing times;
- Setting a maximum capacity figure for the outside area to control the number of patrons at any one time and the potential noise from the use of the area;
- Whether it is appropriate to relay music into any external area (Licensees must take care not to cause nuisance at any time of the day or night)
- The times during which any live music or amplified sound may be played in, or relayed by external speakers into, any external area or marquee. (Note: Any music played or relayed into the external area should cease earlier than the time set on the use of the external area).
- The numbers of persons using any licensed external area at any one time;
- The numbers of 'smokers' allowed outside of the premises at any one time;
- The taking of drinks outside of the premises when patrons step outside to smoke. This encourages customers to return quickly inside. This can be assisted by providing a 'drinks safe' area for patrons who temporarily leave the premises;
- The areas within which patrons may congregate outside of the premises, restricting them, for instance, to the curtilage or footprint of the premises;
- The times within which barbecues or other cooking facilities may be provided within any external area;
- The terminal hour for last admissions and readmissions to the premises;
- The reduction of music levels within the premises 30 minutes before closing so as to reduce levels of excitement among patrons upon leaving;
- Arrangements made with local cab companies when calling for customers, requiring that they call within the premises for their customers without

- sounding their horn in the street;
- The display of notices at exit points asking patrons to ‘ please leave quietly’ and be mindful of local neighbours;
- The supervision of patrons outside of the premises to ensure quick dispersal from the immediate area upon closing time;
- The clearance of any litter created by the operation of the premises;
- The hours during which external activities such as the handling and removal of waste or musical equipment or the delivery of goods. (Note: It is recommended this is prohibited between 22.00hrs and 08:00hrs);
- Restricting the use of artificial lighting outside of the premises so as to reduce the potential for light nuisance;
- Ensuring any/all external plant (i.e. air conditioning units, kitchen extraction systems etc.) are maintained and serviced so as not to create any additional unnecessary noises;
- The time and number of people allowed to use shisha or similar pipes in any area.

### **Preventing nuisance from within premises**

272. Nuisance may often be caused by sound escaping from the premises or transmitted through the structure of the building. While some simple management steps may be taken to reduce the problem, it should be understood that in some premises physical works may be necessary to prevent nuisance being caused to local residents. The likelihood of this increases where regulated entertainments are to be provided; the later the intended hour of operation; where residents live adjacent to, above or close by the premises; or where there are other noise sensitive premises close by. Where physical measures are likely to be necessary expert advice should be sought on appropriate measures.

273. This Authority expects that the following measures will be considered and applied appropriate to the level of risk of nuisance being created.

- The provision of and management control of entrance / exit lobbies, so as to ensure that the integrity of the premises is maintained and internal sound contained;
- The provision of acoustic double door lobbies of an adequate residence time;
- The provision of acoustic seals and self closers on doors;
- The installation and / or maintenance of double glazing / sound resistant glass;
- The provision of sound insulation to party walls, floor and ceiling;
- The provision of alarms to fire doors or other private external doors;
- Keeping doors and windows closed where performances of regulated entertainment take place;
- The installation and use of a sound-limiting device for all amplified sound to enable maximum volume and bass to be set at levels appropriate for the premises / event;
- The connection of fire doors and / or private external doors to the sound limiting device (so that volume is reduced if the doors are opened);
- The provision of additional air conditioning / air cooling to enable doors and windows to remain closed during any entertainment;
- The provision of acoustic baffling to any ventilation extract and intake system;
- Management and recording of periodic perimeter checks;
- Management should ensure that there are sufficient toilet facilities on the premises.

274. It is important to understand that, even though recent government deregulation initiatives have relaxed the requirements around the licensing of small scale entertainments taking place during day time hours, all operators remain responsible for preventing public nuisance arising from their premises operation. Failure to prevent public nuisance may give rise to deregulation provisions being removed and endanger the continuation of a premises licence.

### **Outdoor events**

275. Each year Southwark hosts a large number of outdoor community events. These events add to the vibrancy of the Borough and are enjoyed by both residents and visitors alike. It is important that such events are organised and managed so as to ensure that minimum disturbance is caused to people living and working nearby. To help achieve this, Applicants are asked to submit an 'Event Management Plan' to the Council's Environmental Protection Team with their application and to consult with Southwark's Events Team early in the process of preparing for any event.

276. The Environmental Protection Team, as a Responsible Authority, will assess all licence applications for their impact with regard to public nuisance. Nuisance from outdoor events can be created by many activities, for example:

- Set up rigging / de-rigging;
- Vehicle movements on and around site;
- Patrons congregating and dispersing;
- Parking arrangements;
- Music and entertainment;
- Fireworks and special effects;
- Smoke;
- Odour from concessions or open food preparation;
- Lighting;
- Operation of plant and machinery (including generators etc.);
- Litter.

277. It is recommended that event organisers include a 'nuisance management section' within the Event Management Plan, assessing all nuisance-causing activities and setting out the measures proposed to mitigate any nuisances that are likely to be caused.

278. The nuisance management section should include the following information

- Location and site plan;
- Date /hours of operation. It is suggested a finishing time of 22:00hrs is appropriate; however an earlier finish time may be requested subject to local circumstances;
- Information on the type of event, with programme and timetable;
- Orientation of any stage(s), marquees or potential sources of noise;
- Plans for access to and from site and site routes within the event perimeter
- Location of operational plant and vehicles;
- Background noise survey and predictive noise assessment;
- Details of event and stage management structure including names and contact details for persons responsible for liaison with Council and other Enforcement Officers at the event; for management of sound systems; recording of noise levels; dealing with complaints and keeping records of and remedial actions; and attending pre-event and post-event audit meetings with

- the Authority;
- Details of noise control measures:
    - Sound limiting technology to be used
    - Maximum noise / bass levels
    - Selection of equipment etc.
  - Location of light sources and light impact assessment;
  - Litter control, waste management and recycling provisions;
  - A copy of the pre-event information leaflet to be dropped to occupiers of nearby noise sensitive premises.

**Other consents**

279. Licensees should be aware that a range of other consents may be necessary to provide smoking shelters or space heaters, awnings, tables and chairs, metal or rope barriers or 'A' boards on the highway. Please discuss your proposals with the Licensing Team in the first instance (see appendix A for contact details).

## **SECTION ELEVEN – THE FOURTH LICENSING OBJECTIVE – THE PROTECTION OF CHILDREN FROM HARM**

### **Introduction to the protection of children from harm**

280. The licensing objective of the protection of children from harm includes the protection of children from moral, psychological and physical harm. This includes not only protecting children from the harms associated with alcohol but also wider harms such as exposure to strong language and sexual expletives (for example, in the context of exposure to certain films or adult entertainment). Licensing Authorities must also consider the need to protect children from sexual exploitation when undertaking licensing functions.

281. This Authority expects Applicants for premises licences and club premises certificates to have prepared their operating schedule on the basis of a risk-assessment of the potential sources of harm to children. It is expected that the operating schedule will demonstrate an understanding of the potential risks to children and set out the steps to be taken to protect children from harm when on the premises.

282. Relevant considerations might include

- Preventing access to alcohol and other age restricted products;
- Removing encouragement for children to consume alcohol;
- Preventing exposure to gaming;
- Preventing exposure to adult entertainments or facilities.

283. Applicants are advised to seek advice from the Southwark Children's' Social Care Services when preparing their operating plans and schedules. Southwark Trading Standards are also available to give advice around age verification schemes and preventing under-age sales. See appendix A for contact details.

284. While it is recognised that there is no requirement in the 2003 act to do so, Applicants may find that it helps the licensing process to provide a copy of the completed risk-assessment relating to the protection of children from harm to the SSCB and the Trading Standards Team when submitting the application.

285. This section of the strategy is intended to provide a guide to prospective licence Applicants as to the types of controls that may be appropriate for the promotion of the protection of children from harm licensing objective. It is neither intended to provide a definitive list of preventative measures nor will the controls listed be appropriate in every circumstance. They are provided to be considered and modified to fit the proposed business operation.

286. Applicants should note that where its discretion is engaged following the consideration of relevant representations, the Licensing Authority will consider attaching appropriate conditions to protect children from harm.

### **The purchase and consumption of alcohol by children and young persons**

287. This Authority believes that it is completely unacceptable to sell alcohol and associated age-restricted products to children.

288. The NHS Digital conducts regular surveys designed to monitor smoking, drinking and drug use among secondary school pupils aged 11 to 15. The most recent

survey, conducted during the autumn school term 2016 obtained information from 12,051 pupils in 177 schools throughout England. The report on 'Smoking, Drinking and Drug Use Among Young People in England in 2016' states that:

- In 2016, around half of pupils (44%) had drunk alcohol at least once;
- Boys and girls were equally likely to have done so;
- The proportion of pupils who have had an alcoholic drink increased with age from 15% of 11 year olds to 73% of 15 years olds;
- One in ten pupils had drunk alcohol in the last week. data prior to 2016 is not comparable due to a change in the survey question, however, older versions of the survey showed a decline in the proportion of pupils who had drunk in the last week between 2003 and 2014;
- Older pupils were more likely to have drunk alcohol in the last week: the proportion increased from 1% of 11 year olds to 24% of 15 year olds;
- Pupils who had drunk in the last week had drunk an average (mean) of 9.6 units. Mean consumption was lowest among 11 to 13 years olds (6.9 units) and highest among 14 year olds (11.1);
- Most pupils who had drunk alcohol in the last week had consumed more than one type of drink. Boys were more likely than girls (87% vs 70%) to have drunk beer, lager and cider. Girls were more likely than boys to have drunk spirits (65% vs 53%), alcopops (40% vs 31%) and wine, martini or sherry (49% vs 25%);
- 9% of pupils said that they had been drunk in the last four weeks, including 7% of pupils who had been drunk once or twice, and 2% more often than that. This proportion increased with age, with 23% of 15 year olds reporting that they had been drunk at least once in the last four weeks;
- 10% of pupils reported buying alcohol from an off licence, and 8% said they bought it from a store or a supermarket.

In 2016, 1071 year 8 and 10 pupils in Southwark took part in the Health and Wellbeing Related Behaviour Survey. The survey found that:

- 8% of pupils had at least one alcoholic drink in the week before the survey;
- 4% of pupils responded that they got drunk on at least one day in the seven days before the survey, while 1% said they did so on more than one day.

289. While these figures are generally indicative of declining levels of consumption among secondary school children, Alcohol Concern report

- In a sample of over 2000 15-16-year-olds from the UK, 11% had had sex under the influence of alcohol and regretted it;
- Almost one in ten boys and around one in eight girls aged 15 to 16 have unsafe sex after drinking alcohol;
- Every year in the UK, more than 10,000 fines for being drunk and disorderly are issued to young people aged 16 to 19;
- Almost half of young people excluded from school in the UK are regular drinkers.

#### **Access to licensed premises**

290. The act makes it an offence to permit children under the age of 16, who are not accompanied by an adult to be present on premises being used exclusively or primarily for the supply of alcohol for consumption on those premises, under the authorisation of a premises licence, club premises certificate or where that activity is carried on under the authority of a temporary event notice. In addition, it is an offence to permit children under 16 who are not accompanied by an adult, between

midnight and 05:00hrs at other premises supplying alcohol for consumption on the premises, under any such authority.

291. The Council recognises, however, that licences may be sought for a great variety of premises, including theatres, cinemas, restaurants, concert halls, take-away and fast food outlets as well as public houses and nightclubs. While the Council would encourage Applicants to make provision for the access of children where appropriate, conditions restricting the access of children will be strongly considered in circumstances where:

- Adult entertainment is provided;
- A member or members of the current management have been convicted for serving alcohol to minors or with a reputation for allowing underage drinking;
- It is known that unaccompanied children have been allowed access;
- There is a known association with drug taking or drug dealing;
- The premises are used exclusively or primarily for the sale of alcohol for consumption upon the premises.

292. Applicants must be clear in their operating schedules about the activities intended to be provided and the times at which these shall take place, in order to help determine when it is not appropriate for children to enter the premises.

293. Conditions should reflect the licensable activities taking place on the premises. Consideration should be given to appropriate conditions.

- Restricting the hours when children are present;
- Restricting or excluding children under a specified age when particular specified activities take place;
- Restricting the parts of the premises to which children may have access;
- Imposing age restrictions (below 18);
- Requirements for an accompanying adult;
- Full exclusion of people under the age of 18 years from the premises.

#### **Mandatory conditions applying to all premises licensed for the supply of alcohol**

294. The following mandatory licence condition must be attached to all premises licences and club premises certificates issued by this Authority.

##### Age verification policies

- 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 of alcohol;
- 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;
- 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.

##### **Age verification policies**

295. The Southwark Trading Standards service, as a Responsible Authority, considers every licence application made to the Licensing Authority and makes recommendations on an appropriate range of management controls. In the years



since the 2003 Act came into being, under-age alcohol test purchase campaigns have been conducted annually within Southwark by the Trading Standards Team. The results are given in Figure 1.

Year	Test purchases	Compliance	Compliance rate %
2005 - 2006	146	65	45%
2006 – 2007	102	76	75%
2007 – 2008	78	57	73%
2008 – 2009	123	101	82%
2009 - 2010	41	29	70%
2010 - 2011	47	23	55%
2011 - 2012	23	16	68%
2012 - 2013	23	44	70%
2013 - 2014	54	44	81%
2014 - 2015	51	43	84%
2015 - 2016	22	14	64%
2016 - 2017	36	29	81%
2017 – 2018	39	28	72%
2018 – 2019	43	37	86%

296. There appears to be a close correlation between compliance rates and the number of test purchases undertaken. These statistics date back to when the current Licensing Act 2003 came into force (i.e. 2005). There was a big drop off in test purchasing between 2009 and 2012 and again in 2015 and 2016. These drop off are reflected in sharp dips in compliance rates. This could either reflect the concentration during that period on the worst run premises or it could be that more active test purchasing leads to greater vigilance on the part of the trade. It should be noted that all test purchasing is conducted on the basis of intelligence and past performance.
297. Trading Standards recommended best management practice for controlling under age sales is set out below. While this is intended as guidance only, this Authority recommends that all operators should give careful consideration to introducing these controls into their management practices and including them within their operating schedules.
298. An age verification scheme, such as “Challenge 25” is a mandatory licence condition.
299. Best guidance codes of practice have been produced by what was then BRDO (now the Office for Product Safety and Standards, are reflected in the first two bullet points below:
- “The Age Related Products and Services Framework” produced by the OPSS provides detailed guidance on best practice in the field of age restricted products;
  - “The Code of Practice Age Restricted Products and Services” produced by OPSS provides best practice on the undertaking of age restricted product test purchasing exercise;
  - That “Challenge 25” is supported as part of the age verification scheme established. The scheme should 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 25 and who is attempting to buy alcohol;
- That “Challenge 25” notices be displayed informing customers and staff that sales of alcohol will not be made to anyone appearing to be under 25 unless they can prove they are 18 or over;
- That evidence of the scheme (in the form of documented procedures) is maintained and made available for inspection by authorised Officers;
- That all staff involved in the sale of alcohol shall be trained in the age verification scheme and records of such training shall be retained on the premises and made available for inspection by authorised Officers;
- That an incident log shall be maintained and details of all age related refusals recorded. This book shall be reviewed monthly by the DPS and any actions taken recorded in the book and signed off by the DPS. This log shall be retained on the premises and made available for inspection by authorised Officers;
- That if a CCTV recording system is installed inside the premises; it shall be positioned to capture the sale of alcohol. A library of recordings taken by the system shall be maintained for 31 days and made available to authorised Officers upon request;
- That a personal licence holder shall be on the premises at all times that alcohol is supplied;
- That an EPOS (electronic point of sale) system is installed at the premises, it shall be configured to prompt the operator to check proof of age when an alcoholic product is scanned. This prompt should require the operator to confirm the purchaser is over 18 before the next item can be scanned or the transaction completed;
- That the DPS shall ensure that, as far as is reasonably practical, alcohol is displayed in an area which can be constantly monitored or supervised by staff, separate from goods likely to be purchased by persons under 18;
- That, if any advertising campaigns or promotions of alcohol are planned, the premises licence holder shall ensure they are carried out in a socially responsible manner and that they do not encourage irresponsible drinking. If authorised Officers raise concerns about any promotion the premises licence holder shall discontinue it.

300. Trading Standards also provides practical support to Licensees. This includes:

- Operating the Proof of Age London PASS approved card scheme;
- Providing of a range of downloadable business advice information leaflets;
- Providing free retailer support materials such as refusals registers, signage, posters and point of sale materials;
- Providing the opportunity for small independent retailers to attend an accredited in-house training course called 'Do You Pass'. This forms part of the national Fair Trading Award scheme sponsored by the Trading Standards Institute. Passing the course indicates staff have knowledge and competence in relation to age restricted sales law.

#### **The (Southwark) Proof of Age (PAL) London card**

301. In order to assist Licensees avoid under-age sales, the Council's Trading Standards service introduced a local PASS approved proof of age card in 2007. The card is available to 16-25 year olds via their school or college. In September 2014 the card was rebranded from SPA to PAL (Proof of Age London) and made available across London.

302. Over 10,000 cards have been issued since 2007. We work with schools in Southwark to try and ensure students obtain the Proof of Age Cards London.

303. Anecdotal evidence is that traditionally many venues only accepted driving licences and passports because of concerns that other forms of ID were too easily copied or forged. This is not the case. In fact the most commonly copied document is the driving licence. Cards bearing the PASS hologram cannot be easily copied and from 2014 all PASS approved cards for over 18s have a standardised front face design to improve confidence.
304. PASS means Proof of Age Standards Scheme which is UK's national proof of age accreditation scheme, endorsed by the Home Office, the Association of Chief Police Officers (ACPO), the Security Industry Authority (SIA) and the Trading Standards Institute.
305. For further information on introducing an age verification policy, to access the training programme or to obtain the materials itemised above, please contact the Trading Standards Service. The service website can be accessed at <https://www.southwark.gov.uk/business/trading-standards-and-food-safety>.
306. It is recognised that upon occasions some under-age sales are made through intimidation or fear. Licensees experiencing such problems are advised to discuss their situation with Licensing or Trading Standards Officers. Furthermore, the Council's Health and Safety Team offers conflict resolution training aimed at helping deal with the threat of violence and aggression in the workplace. For contact details please see appendix A.

#### **Children and responsible drinks promotions**

307. The Portman Group operates, on behalf of the alcohol industry, the 'Code of Practice of the Naming, Packaging and Promotion of Alcoholic Drinks' to ensure that alcohol is marketed responsibly and only at adults.
308. The Code applies to all alcohol marketing (including naming, packaging, and promotion of products, event sponsorship and point of sale material) which is primarily UK targeted and not already subject to regulation by the Advertising Standards Authority (ASA) or Ofcom.
309. The Code can be viewed at <https://www.portmangroup.org.uk/codes-of-practice/>

#### **Mandatory licence condition applying to premises licensed for film exhibitions**

310. Where premises licences incorporate film exhibitions as a licensable activity the following mandatory condition will be imposed:

##### Requirement for age classification

- The admission of children to films is to be restricted in accordance with recommendations given either by a body designated under section 4 of the Video Recordings Act 1984 specified in the licence (currently the British Board of Film Classification (BBFC) or by the Licensing Authority itself.
311. Applicants are expected to include within their operating schedule arrangements for restricting children from viewing age-restricted films.

#### **Film Classification**

312. As indicated, films intended only for local exhibition may be classified by the local Licensing Authority as an alternative to the BBFC. This Authority has a Film Viewing Board for that purpose.

313. In order for a local age classification to be considered, however, it is important that good notice (at least 28 days) is given of the proposed exhibition. It is necessary for the Board to view the version of the film that is intended to be exhibited and so a good quality copy on acceptable media is required in advance of the exhibition. The following information to be provided by the proposed exhibitor:

- a synopsis of the film program(s) must be sent to the Licensing Unit 28 days in advance of the proposed screening date, where possible, giving sufficiently detailed and accurate information on any potentially controversial issues such as: discrimination, drugs, horror, imitable behaviour, language, nudity, sex, theme, violence and in particular anything considered over 18 (e.g. R18);
- information on active and thorough child protection policies including any permission processes required to be obtained for children to appear in any film exhibition;
- information on how staff are informed on policies and matters that may be significant at the time of the exhibition;
- information on feedback and evaluation procedures;
- information as to the steps that will be taken to display notices inside and outside the premises so that persons entering can readily read them and be aware of the classification attached to the film;
- information on the use of sufficient ushers/stewards (minimum 18 years old) to be in attendance at the entrance to the viewing room at all times, to ensure that only children who may view the film or exhibition are permitted access.

314. A fee to offset the costs in classifying a film, based on the film duration, will be charged.

315. The Licensing Authority will not reclassify films already classified by the BBFC except where the parts of the film have been edited to remove content that may result in a lower classification.

316. Please contact the Licensing Team to discuss your exhibitions (see appendix A for contact details).

317. Where a premises licence does not authorise the showing of a film, a minor variation can be applied for to add this to the licence for permanent authorisation, or alternatively a Temporary Events Notice can be sent to the Licensing Authority if it is a one-off event.

#### **Regulated entertainment provided for children**

318. Where entertainments or facilities generally are provided specifically for children, Applicants are asked to demonstrate within their application

- That the company / organisation has a policy or statement on keeping children safe from harm;
- How employees or contracted agencies will be made aware of the company's / organisation's policy / statement on keeping children safe from harm;
- That recruitment processes for staff who may have to deal direct with children under the age of 18 seek to ensure, as best the company / organisation can, that the appointed Applicant has not been known to have harmed children;
- That there will be clear expectations on staff with regard to their personal conduct in direct relations with children under 18 and guidance on what is appropriate in dealing with specific situations which may arise;
- There are systems in place and that staff are aware of them for dealing with

- possible abuse or violence to children from other users of the licensed facility;
- There are clear and accessible complaints systems for children to report if they have been harmed and that there are clear whistle-blowing procedures for staff who may have concerns about the welfare of children on the premises;
- That all duty managers or staffs in charge of the premises are aware of how to refer any concerns about the welfare of children to the local Police, Education Authority or Social Services as necessary.

319. Where a theatrical entertainment is specially presented for children, the Council advises the presence of sufficient adult staff to control access and egress of children and to protect them from harm as follows –

- An adult member of staff to be stationed in the vicinity of each of the exits from any level, subject to there being a minimum of one member of staff per 50 children or part thereof;
- No child (unless accompanied by an adult) to be permitted in the front row of any balcony;
- No standing to be permitted in any part of the auditorium during the performance.

### **Child Sexual Exploitation (CSE)**

320. Sexual exploitation is when a child under the age of 18 is manipulated into having sex or engaging in sexual activities, usually in return for something. It is a form of abuse and a crime.

321. This Authority and its partners are committed to tackling and preventing the sexual exploitation of children and young people.

### **London Safeguarding Children's Board**

322. The London Safeguarding Children's Board provide advice and guidance for licensed premises operators and their staff in their policy 'Safeguarding Children Policy for Licensed Premises' which can be viewed using the link provided [https://www.londoncp.co.uk/sg\\_licensed.html#](https://www.londoncp.co.uk/sg_licensed.html#). All operators are advised to display a copy of the procedure and accompanying poster available upon the premises.

323. Operators writing the policies and procedures for their premises staff may also include appropriate measures / training covering how staff would deal with unsupervised very young children being on the premises, or children causing perceived problems on / around the premises.

### **Child sexual exploitation and communities**

324. It's better to prevent children from being harmed than having to help children recover from the trauma of being sexually exploited. The Council and Southwark Police are carrying out widespread community education to ensure everyone knows what to do to prevent harm to children, and we're sure that you too have a big role to play. If you're reading this website then you're most likely, like us, very concerned about child protection. Because we have so many concerned and active citizens in Southwark, we've recently started up a Keeping Children Safe Volunteer's Team. So far the Team has successfully run a stall at a school's open day to listen to the ideas of young people. We want volunteers to do more and we'll support them to do so. If you're interested in volunteering, you can contact CEP Co-ordinator Kevin Dykes at [kevin.dykes@southwark.gov.uk](mailto:kevin.dykes@southwark.gov.uk) or telephone: 020 7525 5601.

### **Southwark Safeguarding Children's Board**

325. Southwark Council, local Police, health services, local schools, community and faith groups and the voluntary sector all come together to keep children safe at the Southwark Safeguarding Children's Board. <https://safeguarding.southwark.gov.uk/>
326. The Safeguarding Board wants to reach parents, children and young people, and all local organisations with information about stopping child sexual exploitation. There are 9 different "types" of child sexual exploitation. Sexual exploitation often happens alongside other forms of child exploitation, such as forcing children to break the law by carrying drugs or weapons, and using that to blackmail a child. It's easy to understand the danger to children when their "best friend" is a criminal. There's a role for everyone to play to put a stop to this and we'll support you in playing your role.

**Entertainment involving striptease and nudity**

327. Applicants proposing activity that includes adult entertainment are also referred to the policy set out at pages 46-48. The victims of "people trafficking" often include young females under 18, and this is a further reason why the policy makes reference to it.

## SECTION TWELVE - ENFORCEMENT

328. It is essential that licensed premises operate in accordance with the Act and comply in full with licence terms, conditions and restrictions at all times.
329. Part of the Licensing Authority's role is to monitor premises operation and take appropriate enforcement action to promote the licensing objectives; support good management practice; and protect the local community. This Authority recognizes the importance of the enforcement role and will work in partnership with all relevant agencies to promote the licensing objectives, taking effective enforcement actions where appropriate. This Authority enjoys excellent working relationships with each of the Responsible Authorities. Offences against the act are set out in the Act.
330. All enforcement actions taken by the range of enforcement agents located within the Council's regulatory services (including the licensing service) are governed by the Council's enforcement policy. The enforcement policy has been drafted with reference to the Principles of Good Regulation as stated in the Legislative and Regulatory Reform Act 2006 and the Regulators Code as published by the Better Regulation Delivery Office. It is our intention that all enforcement actions will be fair, consistent, transparent and proportionate. A copy of our enforcement policy may be obtained from the licensing service.
331. The regulatory services enforcement policy is currently under a review, the amended enforcement policy will take effect on publication. The Enforcement Policy dated 13 February 2007 remains until the new policy is agreed.
332. All proactive premises inspections will be undertaken on a risk-assessed basis with resources targeted toward agreed problem and high-risk premises, which require greater attention. A lighter touch will be applied in respect of low risk premises, which are well run. Detail of the basis to our risk-assessment approach can be obtained from the licensing service.
333. Other enforcement activities will be intelligence led. Information sources include complaint and referral from the local community and reports from Officers and other partner agencies. All complaints and referrals will be investigated appropriately.
334. As part of the "better regulation initiative" and in order to promote effective use of enforcement resources and reduce the burden on business, the various enforcement agencies involved may from time to time look at references normally dealt with by other relevant agencies during the course of premises visits. Where issues are identified under other agencies remits (for instance where a Licensing Officer notes a fire safety matter) this will be brought to the attention of the person in charge and the matter may be referred on to the agency involved. Where possible appropriate advice and guidance will be given at the time.
335. This partnership approach is supported and facilitated by:
- Partnership Night Time Economy Team;
  - Regular liaison meetings between the licensing service and the Police Licensing Teams;
  - Regular meetings of the primary Responsible Authorities;
  - The partnership tasking group; and
  - A commitment to multi-agency working.

336. The partnership Night Time Economy Team intends to provide a high-visibility reassuring presence in the night-time economy and to establish good working relationships with venue front of house and management staff. Random visits will be made to premises in furtherance of these aims.
337. Investigations may be undertaken through a range of means, including overt and covert operations. This may include covert observations on premises to ensure opening hours restrictions are being complied with. In addition, weights and measures Officers from the Council's Trading Standards service or Officers from the Police Authority will carry out covert test purchases of age restricted products including alcohol. This means underage, or young looking, volunteers are deployed to attempt to buy age restricted products or services. These tests are conducted to check compliance with the law and age verification policies (e.g. Challenge 25 scheme).
338. Such test purchasing may be covertly observed and recorded. The results of such test purchasing will be communicated to the business operator, either at the time, or in writing after the event. Such test purchasing will be based on local intelligence and any illegal sales will be followed up in accordance with the Council's enforcement policy.
339. Additionally, this Authority recognises the important role played in preventing crime and disorder by the Security Industry Authority by ensuring that door supervisors are properly licensed and, in partnership with the Police and other agencies, that security companies are not being used as fronts for serious and organised criminal activity. This Authority will look to work together with the SIA and, as part of this co-operation, has authorised Officers to act under the powers of the Private Security Industry Act 2001.
340. It remains the over-riding intention of this Authority, the Police and the other relevant enforcement agents to work together at all times with responsible licence holders and operators to help run successful venues and facilities that play a positive role within the local community. We will look to provide support, advice and education and give early warning of any concerns identified at any premises. In return we expect licence holders to act responsibly and work together with us. The Authorities will use the range of enforcement powers made available under the Act where individuals act with disregard to their responsibilities.
341. In demonstration of this, this Authority will provide induction meetings with new licensed operators, intended to make clear the responsibilities of and expectations made of operators and the support that can be expected in return. This is followed by an early initial during operation inspection intended to identify good licensed premises management practice and where early improvements can be made.
342. This Authority also supports pub and club watch and is willing to support business led initiatives intended to help promote the licensing objectives. Together we will ensure that Southwark remains a great place to live, work and visit.



## APPENDIX A – CONTACT DETAILS

### **Southwark Licensing Team**

Regulatory Services  
3rd Floor Hub 1  
PO Box 64529  
London SE1P 5LX  
**E-mail:** [licensing@southwark.gov.uk](mailto:licensing@southwark.gov.uk)

By phone: Customer service centre on 020 7525 2000  
By Fax - 020 7525 5705  
By e-mail: [licensing@southwark.gov.uk](mailto:licensing@southwark.gov.uk)  
By visiting the web site: <https://www.southwark.gov.uk/business/licences>

### **Responsible Authorities**

#### **Southwark Licensing Team**

Regulatory Services  
3rd Floor Hub 1  
PO Box 64529  
London SE1P 5LX  
**E-mail:** [licensing@southwark.gov.uk](mailto:licensing@southwark.gov.uk)

#### **Health and Safety**

Floor 3, Hub 1  
Southwark Council  
PO Box 64529  
London  
SE1P 5LX  
**E-mail:** [ohs.regen@southwark.gov.uk](mailto:ohs.regen@southwark.gov.uk)

**Please note** – this address is for premises that come under the Council for health and safety enforcement. Other premises such as Council-owned premises will come under the HSE and boats under the Maritime and Coastguard Agency.

#### **Southwark Planning**

The Council's Building and Development Control Services  
Council Offices  
5th Floor Hub 2  
Southwark Council  
PO Box 64529  
London  
SE1P 5LX  
**E-mail:** [planning.enquiries@southwark.gov.uk](mailto:planning.enquiries@southwark.gov.uk)

#### **Trading Standards**

Southwark Council  
Floor 3, Hub 1  
PO Box 64529  
London  
SE1P 5LX  
**E-mail:** [TradingStandards.Regen@southwark.gov.uk](mailto:TradingStandards.Regen@southwark.gov.uk)

**Environmental Protection Team**

Southwark Council  
Floor 3, Hub 1  
PO Box 64529  
London  
SE1P 5LX

**E-mail:** [Environmental.Protection@southwark.gov.uk](mailto:Environmental.Protection@southwark.gov.uk)

**The Chief Officer of Police**

PC Graham White and PC Ian Clements  
C/O Southwark Police Licensing Unit  
323 Borough High Street  
London, SE1 2ER

**E-mail:** [SouthwarkLicensing@met.police.uk](mailto:SouthwarkLicensing@met.police.uk)

Tel: 0207 232 6756

**Home Office Alcohol Licensing Team**

Lunar House  
40 Wellesley Road  
Croydon CR9 2BY

**E-mail:** [Alcohol@homeoffice.gsi.gov.uk](mailto:Alcohol@homeoffice.gsi.gov.uk)

**The London Fire and Emergency Planning Authority**

Fire Safety Regulation: South East Area 3  
London Fire Brigade  
169 Union Street  
London, SE1 0LL

**E-mail:** [FireSafetyRegulationSE@london-fire.gov.uk](mailto:FireSafetyRegulationSE@london-fire.gov.uk)

Telephone number: 020 8555 1200 Extension: 36500

Fax Number: 020 8536 5924

**Public Health Policy Officer**

Public Health Team  
1st Floor Hub 2 PO Box 64529  
London SE1P 5LX

**E-mail:** [publichealth.licensing@southwark.gov.uk](mailto:publichealth.licensing@southwark.gov.uk)

020 7525 0025

**The Local Safeguarding Children Board**

Southwark Social Services  
PO Box 64529  
London SE1P 5LX

**E-mail:** [gau.safeguarding@southwark.gov.uk](mailto:gau.safeguarding@southwark.gov.uk)

Tel: 020 7525 4646

**Note:** If you are applying for a premises or a club premises certificate and part of the premises concerned falls within another Licensing Authority's area then that Authority should be copied in on the application also.

**Other Agencies**

Southwark Disablement Association  
Cambridge House  
1 Addington Square  
Camberwell  
London, SE5 7JZ

**Email:** [sda@sdail.org](mailto:sda@sdail.org)

Tel: 020 7358 7740

Environmental Enforcement Team (providing the Council's 24 hour rapid response service by the Noise and Nuisance Team)  
C/O Southwark Regulatory Services  
PO BOX 64529  
London  
SE1P 5LX  
Tel: 020 7525 5777  
Email: [environment@southwark.gov.uk](mailto:environment@southwark.gov.uk)

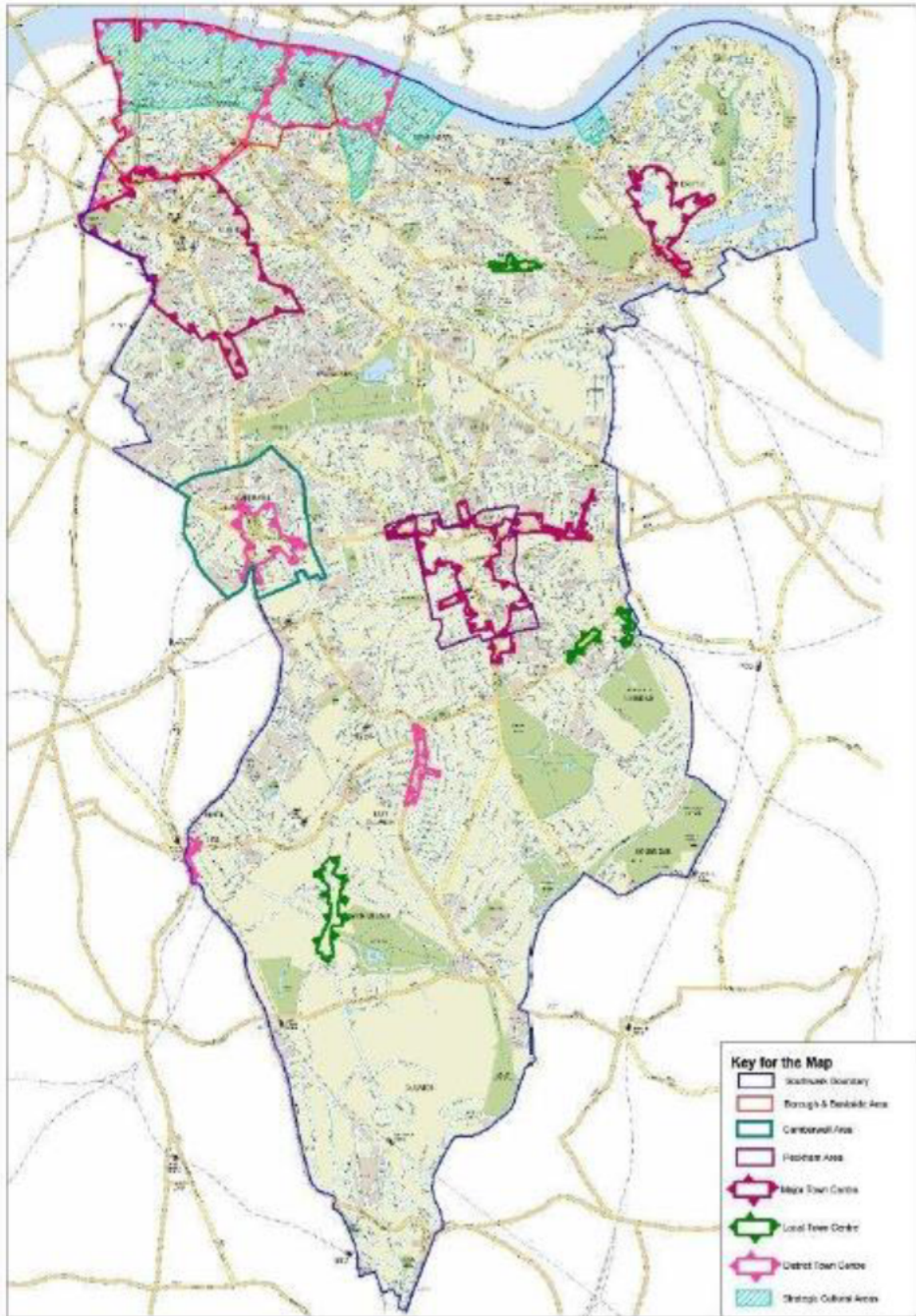
Markets and Street Trading (e.g. for selling street food on the highway and in open spaces)  
SAST House  
47-53 Dawes Street  
London  
SE17 1EL  
Tel: 020 7525 6000  
Email: [streettrading@southwark.gov.uk](mailto:streettrading@southwark.gov.uk)

Tables and Chairs/Street Furniture Licensing (or other temporary articles on the highway)  
Southwark Council, Network Management, Regulatory Services  
Highways Licensing Team, Floor 3 Hub 1  
PO BOX 64529,  
London, SE1 5LX  
Website <https://www.southwark.gov.uk/business/licences/roads-and-highway-licences/street-furniture-licence>  
Email [Highwayslicensing@southwark.gov.uk](mailto:Highwayslicensing@southwark.gov.uk)

Culture and Events Team  
Environment and Leisure  
3rd floor – Hub C  
PO Box 64529  
London  
SE1P 5LX  
Tel: 020 75253422  
Email: [events@southwark.gov.uk](mailto:events@southwark.gov.uk)

Southwark Children's Social Care Services  
C/O Interim Practice Group Lead QAU and Local Authority Designated Officer (LADO) Southwark Council  
Sumner House Sumner Road Peckham SE15 5QS  
Telephone: 0207 525 0689  
Multi Agency Hub  
Tel: (Day) 020 7525 1521. Out of Hours 020 7525 5000

**APPENDIX B – MAP OF AREA CLASSIFICATIONS AND CIAS**



## APPENDIX C - OTHER RELATED LEGISLATION AND STRATEGIES

This policy recognises and intends to complement the broad range of other relevant legislation and Council and government policy, strategy, responsibility, and guidance.

### **Other relevant legislative requirements**

The Council has other general statutory requirements relating to crime and disorder, anti-social behaviour, health, nuisance, human rights, disability discrimination and race relations. These are briefly outlined below.

### **The Anti-Social Behaviour Crime and Policing Act 2014**

The Anti-Social Behaviour, Crime and Policing Act 2014 defines ‘anti-social behaviour’ as “conduct that has caused, or is likely to cause, harassment, alarm or distress to any person”; “conduct capable of causing nuisance or annoyance to a person in relation to that person’s occupation of residential premises”; or “conduct capable of causing housing-related nuisance or annoyance to a person”.

The Act contains a range of powers intended to support Local Authority and partner bodies deal with anti-social behaviour. These include powers of premises closure in cases of nuisance or disorder which may support primary legislation.

### **The Clean Neighbourhoods and Environment Act 2005**

This provides Local Authorities with additional powers to tackle poor environmental quality and anti-social behaviour. In particular, the Act includes sections on nuisance and abandoned vehicles, litter, graffiti, waste, noise and dogs. The Act gives Local Authorities powers to issue fixed penalty notices to any licensed premises emitting noise that exceeds the permitted level between the hours of 23:00hrs and 07:00hrs.

### **The Crime and Disorder Act 1998**

Section 17 of the Crime and Disorder Act 1998 is aimed at giving the vital work of crime and disorder reduction a focus across the wide range of local services and putting it at the heart of the local decision-making. It places a duty on key Authorities, including Local Authorities and the Police and Fire and Rescue Authorities; to do all they reasonably can to prevent crime and disorder in their area.

All Local Authorities must fulfil their obligation under section 17 of the Act when carrying out their functions as Licensing Authority under the 2003 Act. The Council as Licensing Authority must consider how the exercise of its functions impacts upon and contributes toward the prevention of crime and disorder within its area.

This statement of licensing principles is intended to support the work of the local Crime and Disorder Reduction Partnership, the Safer Southwark Partnership through measures under both the **Crime and Disorder Reduction Strategy**; the **Violent Crime Reduction Strategy** and the **Alcohol Strategy**.

### **The Environmental Protection Act 1990**

The Act provides the fundamental structure and authority for waste management and control of emissions into the environment.

The management of statutory nuisance is set out in Part III of the Act. The Act places a duty on a Local Authority to investigate complaints of statutory nuisance from people living within its area.

## **Equality Act 2010**

The Equality Act 2010 legally protects people from discrimination in the workplace and in wider society. It replaced previous anti-discrimination laws with a single Act, making the law easier to understand and strengthening protection in some situations.

The Act also imposes a public sector equality duty. This means that public bodies, including this Licensing Authority, must consider all individuals when carrying out their day to day work – in shaping policy; in delivering services; and in relation to their own employees.

It also requires that public bodies

- Have due regard to the need to eliminate discrimination
- Advance equality of opportunity
- Foster good relations between different people when carrying out their activities

This Authority recognises Southwark's diversity as one of its strengths and is committed to creating a more inclusive community. Our aim is to ensure that nothing within this Statement of Licensing Policy discriminates against any group within the community and will pursue any opportunity to promote equality of opportunity and good community relations. To this end, the Authority will undertake equalities impact assessments of the policy at regular intervals to identify the effects the policy may have had for different groups and take appropriate action to prevent direct and indirect discrimination which may have been the result of the policy statement.

As stated in Paragraph 162, Members may also look to grant a premises licence outside of the recommendations of the Policy in order to promote the use of licensed premises by groups that are not well serviced with licensed premises throughout the Borough

As will be noted from the information provided in section 12 of this document, contact can be made with our licensing and related services in a number of ways. Our customer contact centre is available 24/7. Our services can receive telephone; email and postal communications. Advice and information is provided on our web site or direct from our offices. Officers will make personal calls by appointment. If you require our services and have difficulties using our services please talk to us and explain exactly what your needs are to help us understand what adjustments may be necessary to the way we provide our services.

We also recognise that other service providers providing licensable activities including shops, hotels, pubs, theatres and more hold similar responsibilities. Service providers have an obligation to make reasonable adjustments to premises or to the way they provide a service. Sometimes it just takes minor changes to make a service accessible.

While access for people with disabilities is not one of the four licensing objectives, this Council expects that responsible licensees will comply with the requirements of the Equality Act 2010. The Southwark Disablement Association can provide advice to any Licensee on reasonable adjustments – contact details are provided in section 12 of this policy.

Alternatively, see government's planning and access for disabled people good practice guide

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/7776/156681.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/7776/156681.pdf)

### **Public Sector Equality Duty**

(1) A Public Authority must, in the exercise of its functions, have due regard to the need to—

- (a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
- (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
- (c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

(2) A person who is not a Public Authority but who exercises public functions must, in the exercise of those functions, have due regard to the matters mentioned in subsection (1).

(3) Having due regard to the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to—

- (a) remove or minimise disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic;
- (b) take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it;
- (c) encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.

(4) The steps involved in meeting the needs of disabled persons that are different from the needs of persons who are not disabled include, in particular, steps to take account of disabled persons' disabilities.

(5) Having due regard to the need to foster good relations between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to—

- (a) tackle prejudice, and
- (b) promote understanding.

(6) Compliance with the duties in this section may involve treating some persons more favourably than others; but that is not to be taken as permitting conduct that would otherwise be prohibited by or under this Act.

(7) The relevant protected characteristics are—

- age;
- disability;
- gender reassignment;
- pregnancy and maternity;
- race;
- religion or belief;
- sex;
- sexual orientation.

### **The Gambling Act 2005**

An Act designed to control all forms of gaming and betting. Under this legislation local Licensing Authorities are made responsible for licensing gambling venues and are provided with a range of enforcement powers.

### **The Health Act 2006**

The Health Act 2006 introduced the ban on smoking in all enclosed workplaces and public spaces, including smoking in pubs, restaurants and members' clubs where bar or other staff are employed. The law is enforced by Local Authorities.

### **The Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999**

These set the standards that must be met to ensure the health and safety of all employees and others who may be affected by any work activity.

The Health and Safety at Work Regulations 1999 state that

- “(1) every employer shall make a suitable and sufficient assessment of
- (a) The risks to the health and safety of his employees to which they are exposed whilst they are at work; and
  - (b) The risks to the health and safety of persons not in his employment arising out of or in connection with the conduct by him of his undertaking, for the purpose of identifying the measures he needs to take to comply with the requirements and prohibitions imposed upon him by or under the relevant statutory provisions.
- (2) Every self-employed person shall make a suitable and sufficient assessment of -
- (a) The risks to his own health and safety to which he is exposed whilst he is at work; and
  - (b) The risks to the health and safety of persons not in his employment arising out of or in connection with the conduct by him of his undertaking,”

The Health and Safety Executive helpfully provides a range of example risk- assessments which may be viewed at <https://www.hse.gov.uk/simple-health-safety/risk/risk-assessment-template-and-examples.htm>. The examples provided include for night-clubs, pubs, village halls, off-licences and convenience stores.

### **The Human Rights Act 1998**

The Human Rights Act 1998 incorporates the European Convention on Human Rights, making it unlawful for a Local Authority to act in any way that is incompatible with a convention right. The Council will have particular regard to the relevant provisions of the European Convention of Human Rights –

- Article 1 of the first protocol that every person is entitled to the peaceful enjoyment of his possessions, including for example the possession of a licence;
- Article 6 that in determination of civil rights and obligations everyone is entitled to a fair and public hearing within a reasonable time by an independent and impartial tribunal established by law;
- Article 8 that everyone has the right to respect for his home and private life.

### **Regulatory Reform (Fire Safety) Order 2005**

The Regulatory Fire Safety (Reform) Order 2005 covers general fire safety in England and Wales. In the majority of premises, local Fire and Rescue Authorities enforce this fire safety legislation. Under the Regulatory Reform (Fire Safety) Order 2005 the “responsible person” as defined by the order, must:

- Take such general fire precautions as will ensure, so far as is reasonably practicable, the safety of his or her employees;
- Take such general fire precautions as may be reasonably required in the circumstances of the case to ensure that the premises are safe for the use by other persons;
- Make a suitable and sufficient assessment of fire risks to which relevant



persons may be exposed for the purposes of identifying the general fire precautions he or she needs to take;

- The responsible person MUST record the information gathered by the risk assessment for all premises covered by the Licensing Act 2003, in particular, the significant findings; the measures taken, or to be taken, to ensure general fire safety; and any person identified as being especially at risk.

This Authority recognises that it may not impose any condition relating to any requirement or prohibition that is or could be imposed under the “Fire Safety Order” and thereby that conditions relating purely to fire safety matters may not be placed on premises licences. Further information and guidance about the Order and fire safety legislation is available from the Communities and Local Government website at [www.communities.gov.uk/fire](http://www.communities.gov.uk/fire).

#### **Children Act 2004**

Section 11 of the Children Act places a duty on a range of organisations, agencies and individuals to ensure their functions, and any services that they contract out to others, are discharged having regard to the need to safeguard and promote the welfare of children. This specifically includes local Licensing Authorities.

#### **Other strategies and policies**

This Authority will look to secure the proper integration of this policy with other Council and government policies, strategies, responsibilities, and guidance documents issued. In this context this policy is informed by the following strategies and policies.

#### **Alcohol Harm Reduction Strategy**

Southwark’s local Alcohol Harm Reduction Strategy, prepared in response to the National Alcohol Harm Reduction Strategy (“Safe. Sensible. Social. The next steps in the National Alcohol Strategy” (June 2007)) explores the relationships between alcohol and crime alongside health impacts.

In preparing this statement the Council is particularly aware that the national strategy has identified a number of priorities that should be considered when taking decisions in connection with licensing matters.

- To reduce the problems arising from under-age drinking;
- To reduce public drunkenness; and
- To prevent alcohol related violence.

#### **Southwark’s Alcohol Reduction Plan 2017 -2020**

Southwark’s Public Health Directorate and Drug and Alcohol Action Team have developed this action plan alongside partners from across the Council, Southwark NHS Clinical Commissioning Group, providers and the voluntary and community sector. One of the aims of the plan is to reduce the burden of alcohol-related harm on individuals and communities in order to promote a safer borough to live, work and socialise in. In order to do so, local stakeholders, including the Local Licensing Authorities and the other Responsible Authorities, will work together to protect the streets and communities of Southwark from the negative impacts of alcohol while preserving a vibrant night time economy and use the tools at their disposal to protect families, homes, and workplaces from the harms of alcohol.

#### **Southwark Cultural Strategy 2013-2018**

Southwark Cultural Strategy considers the role that the Council has to play in the cultural life of the Borough. As part of implementing local cultural strategy, the Council will actively encourage and promote the performing arts (particularly live music, dancing and

theatre), creative programming and the performance of traditional and cultural entertainments.

While this Authority is naturally concerned that local community events do not cause disturbance in the local neighbourhood, it also recognises the wider benefits of cultural events for local communities. As such, this Authority will be aware of the need to avoid measures which deter live music, dancing and theatre by imposing indirect costs of a disproportionate nature under licensing controls. Live performance is central to the development of cultural diversity and vibrant and exciting communities, where artistic freedom of expression is a fundamental right and greatly valued. Traditional music and dancing are parts of our cultural heritage. Music and dancing helps to unite communities and particularly in ethnically diverse communities, new and emerging musical and dance forms can assist in the development of a fully integrated society. It should also be noted that the absence of cultural provision in an area can itself lead to the young people being diverted into anti-social activities that damage communities and the young people themselves.

The Council has also pursued a policy of seeking premises licences for its open spaces in its own name. Where such licences are in place, performers and entertainers may not need to obtain a licence or give a TENs themselves in order to perform. Instead they would require permission from the Council as premises licence holder. Details of community venues may be viewed at <https://communitysouthwark.org/vcs-support/venues/southwark-venues/>, in addition details of hiring parks and open spaces within the Borough can be viewed at <https://www.southwark.gov.uk/events-culture-and-heritage/events/planning-an-event/hiring-a-park-or-public-open-space>.

### **Southwark Enforcement Policy**

All enforcement actions taken by the licensing service are governed by the Council's enforcement policy, which has been drafted with reference to the Principles of Good Regulation as stated in the Legislative and Regulatory Reform Act 2006 and the Regulators Code as published by the Better Regulation Delivery Office.

### **Southwark Violent Crime Reduction Strategy**

This strategy sets out the underlying causes and impacts of violent behaviour and makes recommendations as to how the Council and its partner Authorities can make the best use of our resources at a time when those resources will significantly reduced.

### **Guidance Documents**

This policy is also mindful of the direction provided under the following guidance documents:

- The Home Office Safer Clubbing Guide issued to ensure the health and safety of anyone who attends dance events, with a particular emphasis on those who also take controlled drugs;
- The Better Regulation Delivery Office's Code of Practice on Age Restricted Products which deals with the involvement of children in the enforcement of legislation concerning the sale of age-restricted goods;
- Furthermore, the objectives of the Private Security Industry Authority (SIA) will be taken into account in all issues relating to the provision of door supervision at licensed operations;
- The Public Health England's new guidance for alcohol commissioning 2019-20 identifies a number of population-level actions to reduce alcohol-related harms, including a role for Public Health divisions to actively contributing to the local vision for alcohol licensing.

This policy will also be checked for consistency with all current legislation, strategy, policy and guidance on an annual basis.

**A13**

**APPEAL UNDER S181 & SCHEDULE 5 OF THE LICENSING ACT 2003 AGAINST  
A DECISION OF THE LONDON BOROUGH OF CROYDON MADE ON 31<sup>st</sup>  
OCTOBER 2024 relating to the premises known as Wazobia Restaurant, 670-672  
Old Kent Road, London, SE15 1JF**

**BETWEEN**

**(1) SPACE INVESTMENTS LIMITED**

**Appellant**

**-v-**

**(1) LONDON BOROUGH OF SOUTHWARK**

**First Respondent/  
Licensing Authority**

**(2) UNIQUE CRISPENS FOOD LIMITED**

**Second Respondent/  
Licence Holder**

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**WITNESS STATEMENT OF EMMANUEL EKE**

---

I, Mr Emmanuel Eke, Company Director of Unique Crispens Food Limited trading as Wazobia Restaurant, at 670 Old Kent Road, London, SE15 1JF, wish to make this statement as follows:

- 1) I am over the age of 18. I am a person of good character and a Personal Licence Holder.
- 2) The premises has operated as a late night restaurant and bar since 2001 and I took over the premises in 2016.
- 3) The upstairs was originally for commercial use and then converted to residential.
- 4) We predominantly are food led and play recorded music.
- 5) After the review hearing, the council said we need the following:

4. That a sound limiting device (or similar equipment) will be installed at the premises and will be maintained in full working order and be in use at all times the premises are in operation.
  - i. All amplification equipment, entertainment devices and amplified instruments shall be routed through the sound limiting device (or similar equipment) and shall be calibrated so that the amplified sound at the premises noise emitted from premises does not cause a statutory or other nuisance. Particular regard must be given to the attenuation of bass frequencies. Only management staff will have access to the sound limiting device (or similar equipment) and will be able to demonstrate that it is in use at the immediate request of responsible authority officers.
  - ii. A qualified professional acoustic consultant shall be 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 is minimised.
  - iii. A signed and dated report from the acoustic consultant regarding the calibration of the sound limiter and any amendments to the speaker installation at the premises report shall be kept at the premises and provided to responsible authority officers immediately on request.
  - iv. 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.

I did not appeal their decision and took a commercial view to undertake the steps, notwithstanding I do not believe I am undermining the licensing objectives. The Council's full decision is provide as **Exhibit "EE/1"**.

- 6) The council's decision was correct at the time and correct now. The decision of the democratically elected Licensing Authority ought not to be lightly reversed on appeal.
- 7) Attached as Exhibit "**EE/2**" is a Report from a qualified professional Acoustic Engineer.

## **STATEMENT OF TRUTH**

I believe that the facts in this Witness Statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed *Emmanuel Eke* Dated 01/05/2024

EMMANUEL EKE

**A14**



# SOUTHWARK COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)



www.southwark.gov.uk

## PLANNING PERMISSION

**Applicant** Newton Property Holdings Ltd  
**Date of Issue of this decision** 13/03/2007

**LBS Registered Number** 06-AP-2483  
**Case Number** TP/2168-670

**Planning Permission was GRANTED for the following development:**

Conversion of upper residential floors to provide 1 x 2-bedroom flat, 2 x 1-bedroom flats and 2 x 2-bedroom maisonettes, together with construction of two dormer window extensions to rear roofslope

**At:** 670-672 OLD KENT ROAD, LONDON, SE15 1JF

**In accordance with application received on** 08/12/2006

**and Applicant's Drawing Nos.** 060502 01 Rev A, 02, 03, 04

**Subject to the following four conditions:**

- 1 The development hereby permitted shall be begun before the end of three years from the date of this permission.

**Reason**

As required by Section 91 of the Town and Country Planning Act 1990 as amended

- 2 The facing materials used in the carrying out of this permission shall match the original facing materials in type, colour, dimensions, and in the case of brickwork, bond and coursing and pointing.

**Reason**

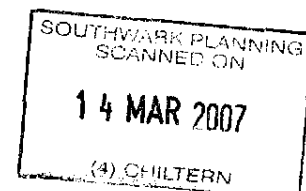
To ensure that the new works blend in with the existing building in the interest of the design and appearance of the building in accordance with Policy E.2.3 'Aesthetic Control' of the Southwark Unitary Development Plan.

- 3 The refuse storage arrangements shown on the approved drawings shall be provided and available for use by the occupiers of the dwellings before those dwellings are occupied and the facilities provided shall thereafter be retained and shall not be used or the space used for any other purpose without the prior written consent of the Council as local planning authority.

**Reason**

In order that the Council may be satisfied that the refuse will be appropriately stored within the site thereby protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance in accordance with Policy E.3.1: Protection of Amenity and Policy T.1.3: Design of Development and Conformity with Council's Standards and Controls of Southwark's Unitary Development Plan.

**Continued overleaf...**



TP(Permit)

# SOUTHWARK COUNCIL



TOWN AND COUNTRY PLANNING ACT 1990 (as amended)

www.southwark.gov.uk

## PLANNING PERMISSION

**LBS Reg. No. 06-AP-2483 Case No. TP/2168-670 Date of Issue of this decision 13/03/2007**

- 4 The cycle storage facilities as shown on drawing 060502 - 3 shall be provided before the units hereby approved are occupied and thereafter such facilities shall be retained and the space used for no other purpose without prior written consent of the local planning authority.

### Reason

To ensure that satisfactory safe and secure bicycle parking is provided and retained for the benefit of the users and occupiers of the building in order to encourage the use of alternative means of transport and to reduce reliance on the use of the private car in accordance with Policy E.3.1 'Protection of Amenity' and T.1.3 'Design in Conformity with Council Standards' of the Southwark Unitary Development Plan.

### Reasons for granting planning permission.

This planning application was considered with regard to various policies including, but not exclusively:

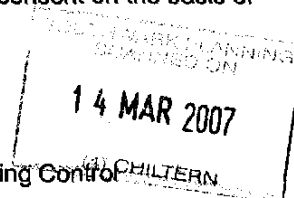
- a) Policies 3.2 Protection of Amenity, 3.10 Efficient Use of Land, 3.12 Quality in Design, 3.13 Urban Design, 4.2 Quality of Residential Accommodation, 4.3 Mix of Dwellings, 5.2 Transport Impacts of the emerging Southwark Unitary Development Plan [Jan.2007].
- b) Policies E.2.3 Aesthetic Control, E.3.1 Protection of Amenity, H.3.3 Dwelling Mix for Conversions, H.3.4 Standards for Conversions, T.1.2 Location of Development in Relation to the Transport Network, SPG 5 Standards Controls and Guidelines for Residential Development of The Southwark Unitary Development Plan 1995

Planning permission was granted as there are no, or insufficient, grounds to withhold consent on the basis of the policies considered and other material planning considerations.

Signed

A handwritten signature in black ink, appearing to read "David Stewart".

David Stewart  
Interim Head of Development and Building Control



**Your attention is drawn to the notes accompanying this document**

Any correspondence regarding this document should quote the Case Number and LBS Registered Number and be addressed to: Head of Development and Building Control, Council Offices, Chiltern, Portland Street, London SE17 2ES. Tel. No. 020 7525 5000

UPRN: 200003380710

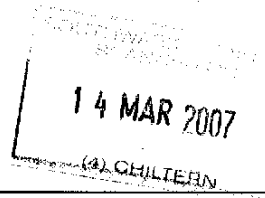
checked by MB

## PLANNING PERMISSION

LBS Registered Number: 06-AP-2483

Case Number: TP/2168-670

Date of issue of this decision: 13/03/2007

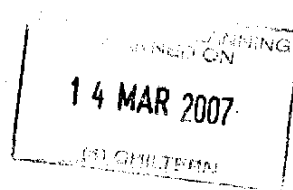


### IMPORTANT NOTES RELATING TO THE COUNCIL'S DECISION

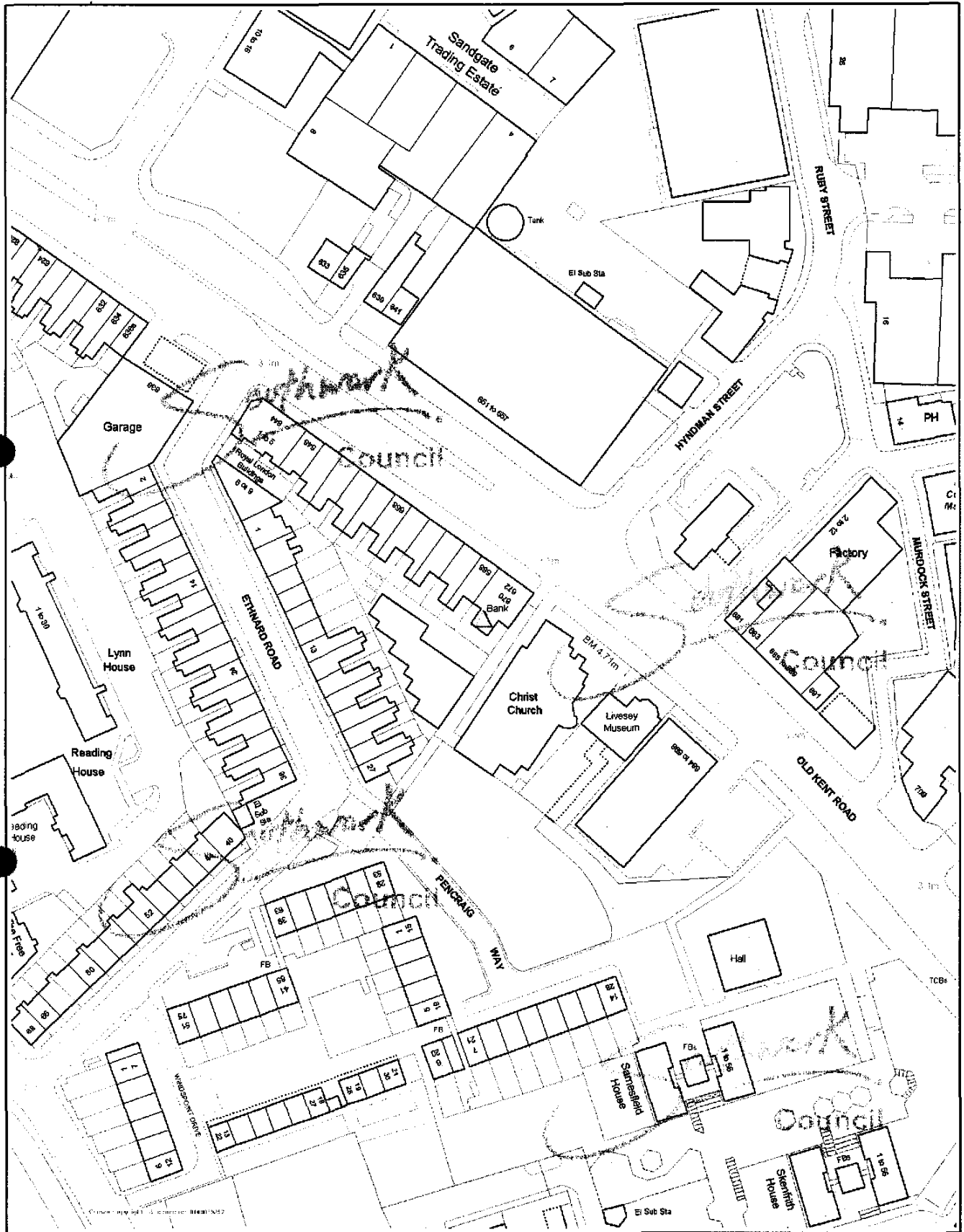
- [1] **APPEAL TO THE SECRETARY OF STATE.** If you are aggrieved by this decision of the council as the local planning authority to grant permission subject to conditions you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990. If you appeal you must do so within six months of the date of this notice. The Secretary of State can allow a longer period for giving notice of an appeal but will not normally use this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems that the local planning authority could not have granted it without the conditions imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order. If you do decide to appeal you can do so using The Planning Inspectorate's online appeals service. You can find the service through the appeals area of the Planning Portal at [www.planningportal.gov.uk/pcs](http://www.planningportal.gov.uk/pcs). You can also appeal by completing the appropriate form which you can get from The Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN [tel. 0117-3726372]. The form can also be downloaded from the Inspectorate's website at [www.planning-inspectorate.gov.uk](http://www.planning-inspectorate.gov.uk). The Planning Inspectorate will publish details of your appeal on the internet on the appeals area of the Planning Portal. This may include a copy of the original planning application from and relevant supporting documents supplied to the council by you or your agent, together with the completed appeal form and information you submit to The Planning Inspectorate. Please ensure that you only provide information, including personal information belonging to you, that you are happy will be made available to others in this way. If you supply information belonging to someone else please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.
- [2] **PURCHASE NOTICE.** If either the local planning authority or the Secretary of State grants permission subject to conditions, the owner may claim that the land can neither be put to a reasonably beneficial use in its existing state nor made capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances the owner may serve a purchase notice on the Council requiring the Council to purchase the owner's interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.
- [3] **PROVISIONS FOR THE BENEFIT OF THE DISABLED.** Applicants are reminded that account needs to be taken of the statutory requirements of the Disability Discrimination Act 1995 to provide access and facilities for disabled people where planning permission is granted for any development which provides:
- (i) Buildings or premises to which the public are to be admitted whether on payment or otherwise. [Part III of the Act].
  - (ii) Premises in which people are employed to work as covered by the Health and Safety etc At Work Act 1974 and the Management of Health and Safety at Work Regulations as amended 1999. [Part II of the Act].
  - (iii) Premises to be used as a university, university college or college, school or hall of a university, or intended as an institution under the terms of the Further and Higher Education Act 1992. [Part IV of the Act].
- Attention is also drawn to British Standard 8300:2001 Disability Access, Access for disabled people to schools buildings – a management and design guide. Building Bulletin 91 (DfEE 99) and Approved Document M (Access to and use of buildings) of the Building Regulations 2000 or any such prescribed replacement.
- [4] **OTHER APPROVALS REQUIRED PRIOR TO THE IMPLEMENTATION OF PLANNING PERMISSION.** The granting of planning permission does not relieve the developer of the necessity for complying with any Local Acts, regulations, building by-laws and general statutory provisions in force in the area, or allow them to modify or affect any personal or restrictive covenants, easements, etc., applying to or affecting either the land to which the permission relates or any other land or the rights of any persons or authorities [including the London Borough of Southwark] entitled to the benefits thereof or holding an interest in the property concerned in the development permitted or in any adjoining property.
- [5] **WORKS AFFECTING THE PUBLIC HIGHWAY.** You are advised to consult the council's Highway Maintenance section [tel. 020-7525-2000] about any proposed works to, above or under any road, footway or forecourt.
- [6] **THE DULWICH ESTATE SCHEME OF MANAGEMENT.** Development of sites within the area covered by the Scheme of Management may also require the permission of the Dulwich Estate. If your property is in the Dulwich area with a post code of SE19, 21, 22, 24 or 26 you are advised to consult the Estates Governors', The Old College, Gallery Road SE21 7AE [tel: 020-8299-1000].
- [7] **BUILDING REGULATIONS.** You are advised to consult Southwark Building Control at the earliest possible moment to ascertain whether your proposal will require consent under the Building Act 1984 [as amended], Building Regulations 2000 [as amended], the London Building Acts or other statutes. A Building Control officer will advise as to the submission of any necessary applications, [tel. call centre number 0845 600 1285].

neighbouring building. An explanatory booklet aimed mainly at householders and small businesses can be obtained from the Department for Communities and Local Government [DCLG] Free Literature tel: 0870 1226 236 [quoting product code 02BR00862].

**IMPORTANT:** This is a PLANNING PERMISSION only and does not operate so as to grant any lease, tenancy or right of occupation of or entry to the land to which it refers.



# 670-672 OLD KENT ROAD SE15



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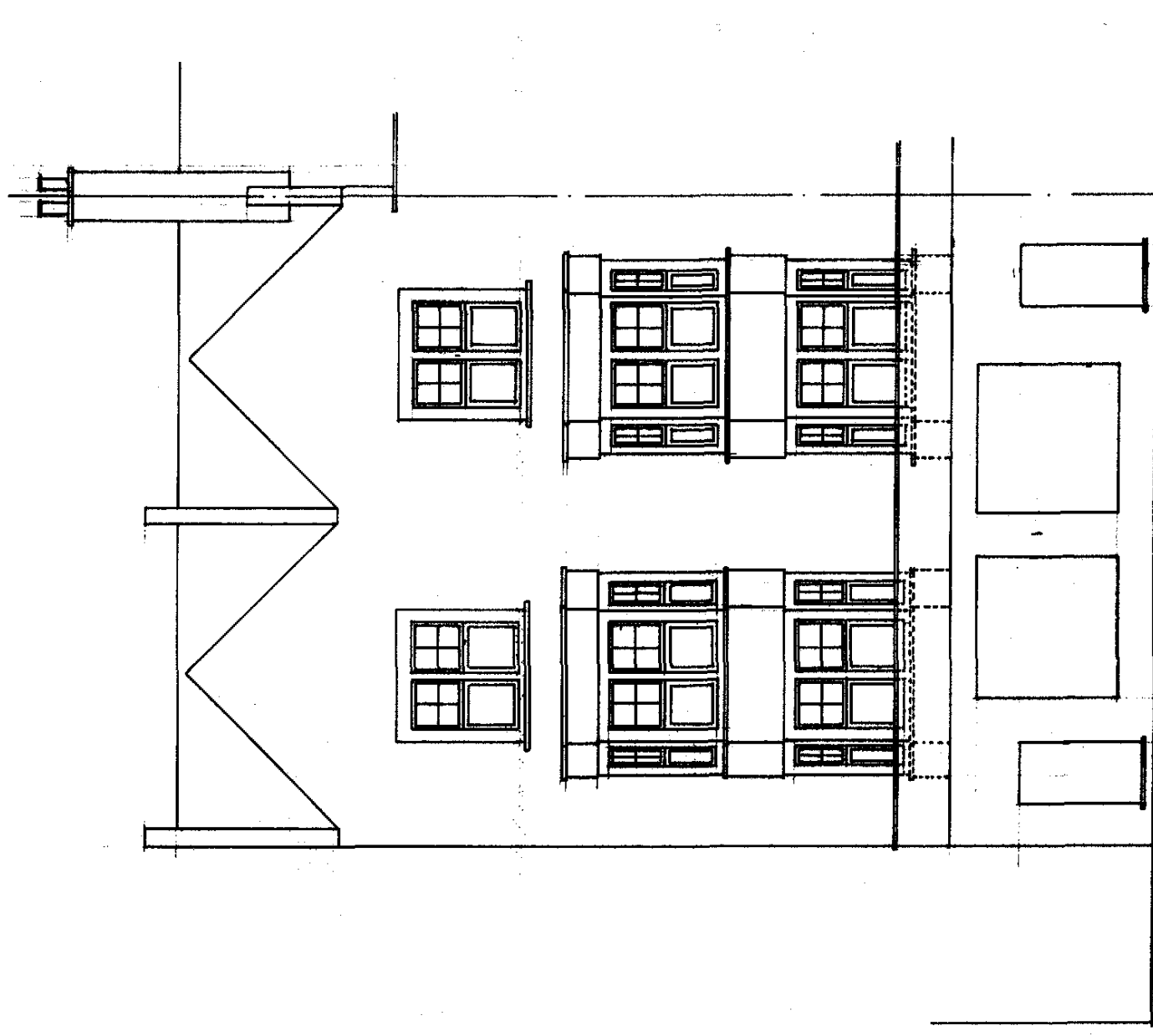
DR  
 Scale 1/1250  
 Date 28/12/2006

Southwark  
 Council

**notes**

**GENERAL**

1. All work to be in accordance with the building regulations and approved by the Local Authority.
2. Do not scale the drawings. Measure dimensions only to be used and all dimensions to be given in the notes.
3. The contractor is responsible for ensuring the stability of the site and works including adjoining sites.
4. This drawing is to be used in conjunction with the specifications and schedule of materials for the project and other relevant drawings. The Contractor must comply with the conditions of the Project Design Schedule. If any work on the drawings are in violation with the specifications/schedule of materials, before any work is carried out.



**EXISTING FRONT ELEVATION (TO BE UNALTERED)**

16 JAN 2007	DECISION AND DATE
06 AP 24 8 3	DELEGATED
	13 MAR 2007
	APPROVED

PLANNING  
SCANNED ON  
14 MAR 2007  
M. SHILTON

Row	Date	Revision
670 - 672 OLD KENT ROAD, S.E.15		
<b>M Building &amp; Drawing Services</b>		
<b>D</b> 247D Lewisham Way London SE4 1XF		
<b>H</b> Tel: 020 8694 0228		
Client		
Scale	1:100	Date JAN '07
Drawn By		Checked By
Project No.	060502	Drawing No. 04
Revision		
Dwg. Title		
<b>EXISTING / PROPOSED FRONT ELEVATION</b>		

**Notes**

**GENERAL**

1. All work to be in accordance with the building regulations and approved by the Local Authority.
2. The contractor is responsible for securing the stability of the site and works including adjoining sites and all services throughout the construction.
3. This drawing is to be read in conjunction with the Specifications/Schedule of Works for this project, and other relevant documents. The Contractor must refer to the Schedule of Works for any work to be carried out on the drawings are in accordance with the Specifications/Schedule of Works, before any work is carried out.

PROPOSED NEW DORMERS TO REAR ELEVATION TO BE FINISHED IN HUNG TILES THAT MATCH EXISTING ROOF. WINDOWS TO BE DOUBLE GLAZED WITH UPVC FRAMES TO MATCH EXISTING.

SOUTHWARK COUNCIL PLANNING  
**CASE FILE COPY**

LATE RECEIVED

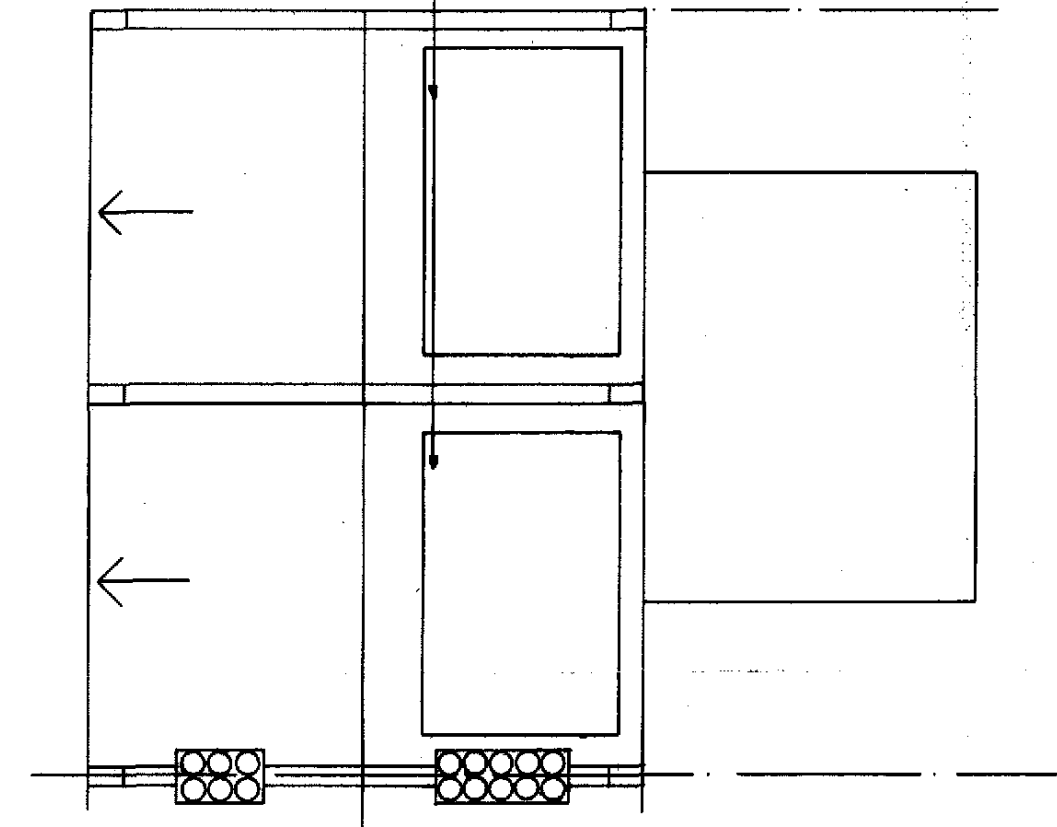
DECISION AND DATE

- 8 DEC 2006

REGISTERED NUMBER

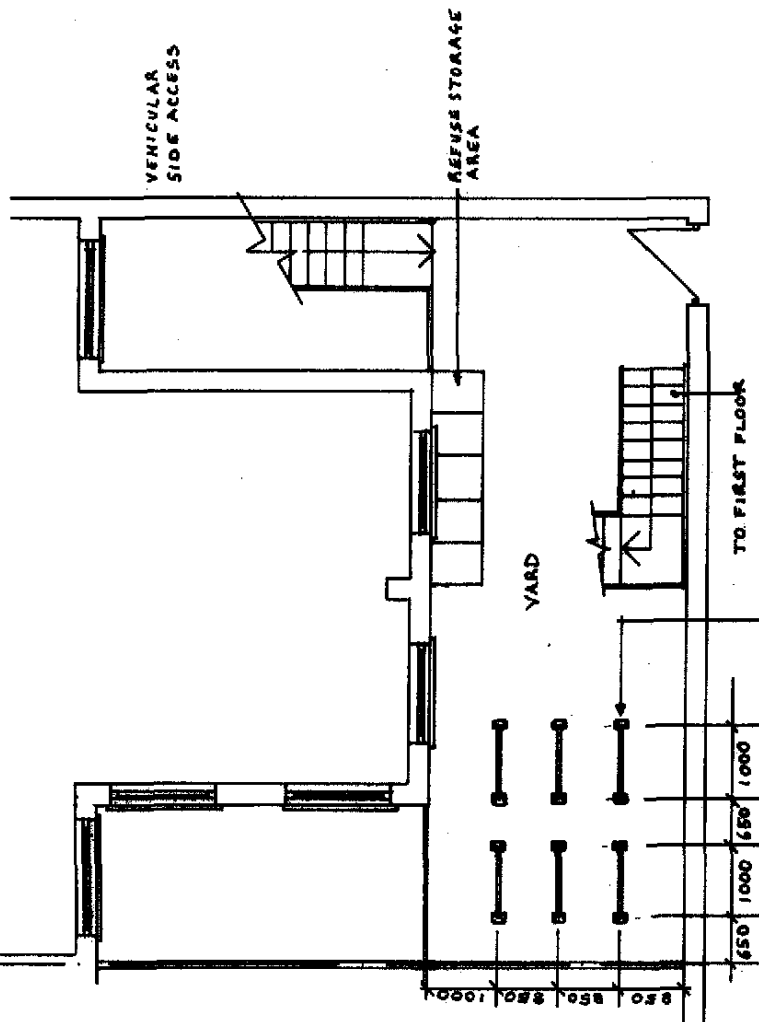
06 AP 2483

DELEGATED  
13 MAR 2007  
APPROVED



14 MAR 2007

**PROPOSED ROOF PLAN.**



6 NO. SHEFFIELD BIKE STANDS. EACH STAND TO BE MADE OF METAL TUBING AND COATED WITH PLASTIC OR SIMILAR COATING TO PREVENT DAMAGE TO BICYCLE PAINTWORK. EACH STAND TO BE BOLTED TO GROUND SURFACE USING AT LEAST TWO HIGH SECURITY BOLTS THROUGH BASE PLATES. TUBING TO HAVE EXTERNAL DIAMETER OF 50-75mm & MINIMUM THICKNESS OF 2.5mm.

**REAR YARD PLAN.**  
SHOWING PROVISION OF SHEFFIELD CYCLE STAND & REFUSE STORAGE.

Per Date Revision  
670 - 672 OLD KENT ROAD, LONDON SE15

**M Building & Drawing Services**  
D 247D Lewisham Way London SE14 1XF  
H Tel: 020 8664 0226

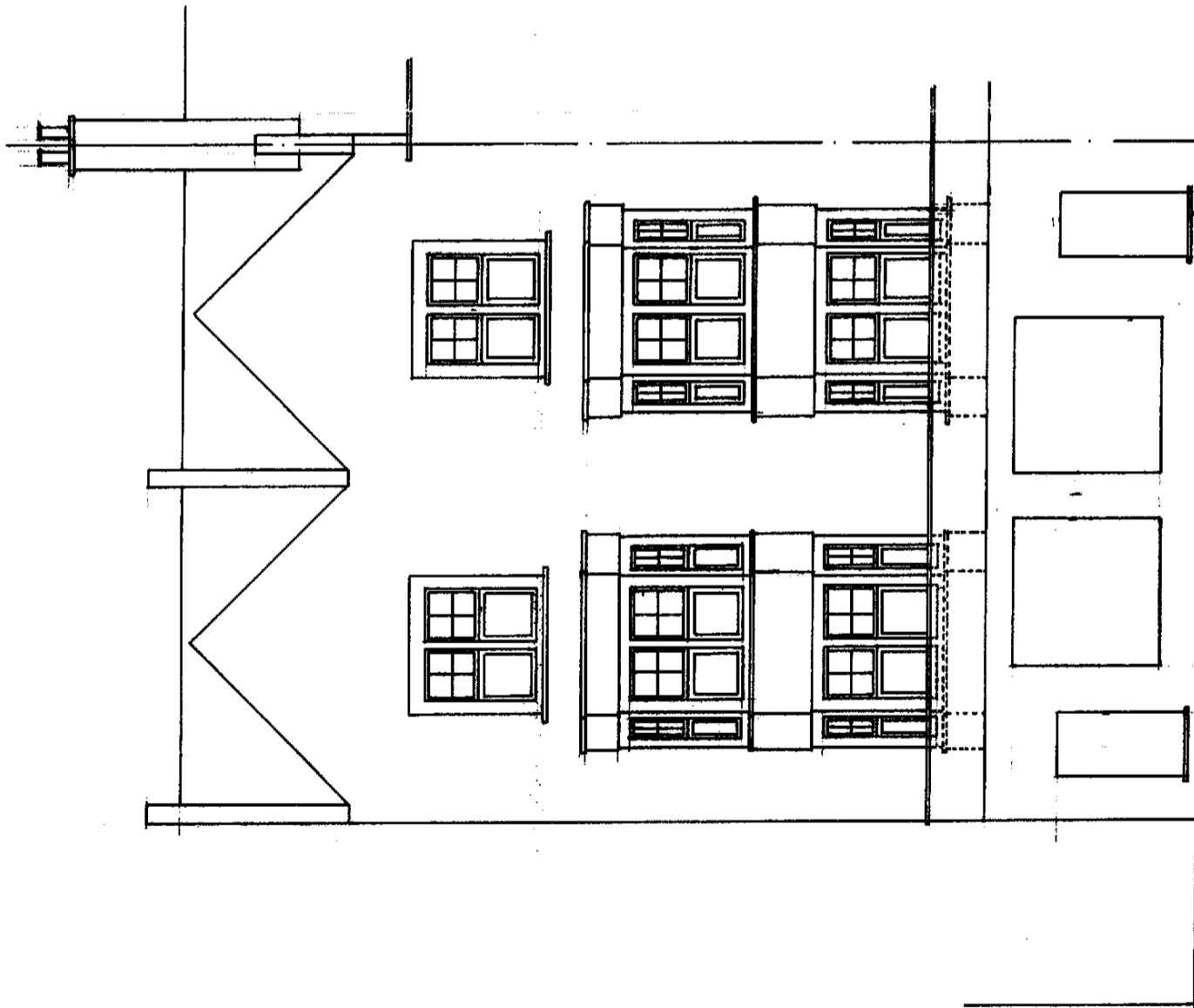
Client  
Scale 1:100 Date SEP '06  
Drawn By  
Project No. 060502  
Rev. No. 03

Fig. Title  
PROPOSED ROOF PLAN

**notes**

**GENERAL**

1. All work to be in accordance with the building regulations and approved by the Local Authority.
2. Do not scale this drawing. Dimensions should only be used as a guide and all dimensions verified on site before work commences.
3. The contractor is responsible for ensuring the stability of the site and works including adjoining sites and all services throughout the construction.
4. This drawing is to be read in conjunction with the Specifications/Schedule of Works for this project, and other relevant drawings. The Contractor must bring to the attention of the Project Design Consultant, if any notes on this drawing are at variance with the Specifications/Schedule of Works, before any work is started out.



**EXISTING FRONT ELEVATION (TO BE UNALTERED)**

Rev	Date	Revision
	16 JAN 2007	DECISION AND DATE
	06 AP 24 8 3	DELEGATED 13 MAR 2007 APPROVED

SOUTH WARK PLANNING  
 SCANNED ON  
**13 MAR 2007**  
 (M) CHILTERN

670-672 OLD KENT ROAD, S.E.15	
<b>M Building &amp; Drawing Services</b>	
D 247D Lewisham Way London SE4 1XP	
H Tel: 020 8684 0228	
Client	
Scale	1:100
Drawn By	
Project No.	060502
Dwg. Title	EXISTING / PROPOSED FRONT ELEVATION
Date	JAN '07
Checked By	
Drawing No.	04
Revision	



**notes**

**GENERAL**

1. All work to be in accordance with the building regulations and approved by the Local Authority.
2. The contractor is responsible for ensuring the stability of the site and works including adjoining sites.
3. This drawing is to be used in conjunction with the Construction Schedule of Works for the project, and other relevant drawings. The Contractor must refer to the attention of the Project Design Consultant. Any work on this drawing is at variance with the Specifications/Schedule of Works, unless any work is carried out.

PROPOSED NEW DORMERS TO REAR ELEVATION TO BE FINISHED IN HUNG TILES THAT MATCH EXISTING ROOF. WINDOWS TO BE DOUBLE GLAZED WITH UPVC FRAMES TO MATCH EXISTING.

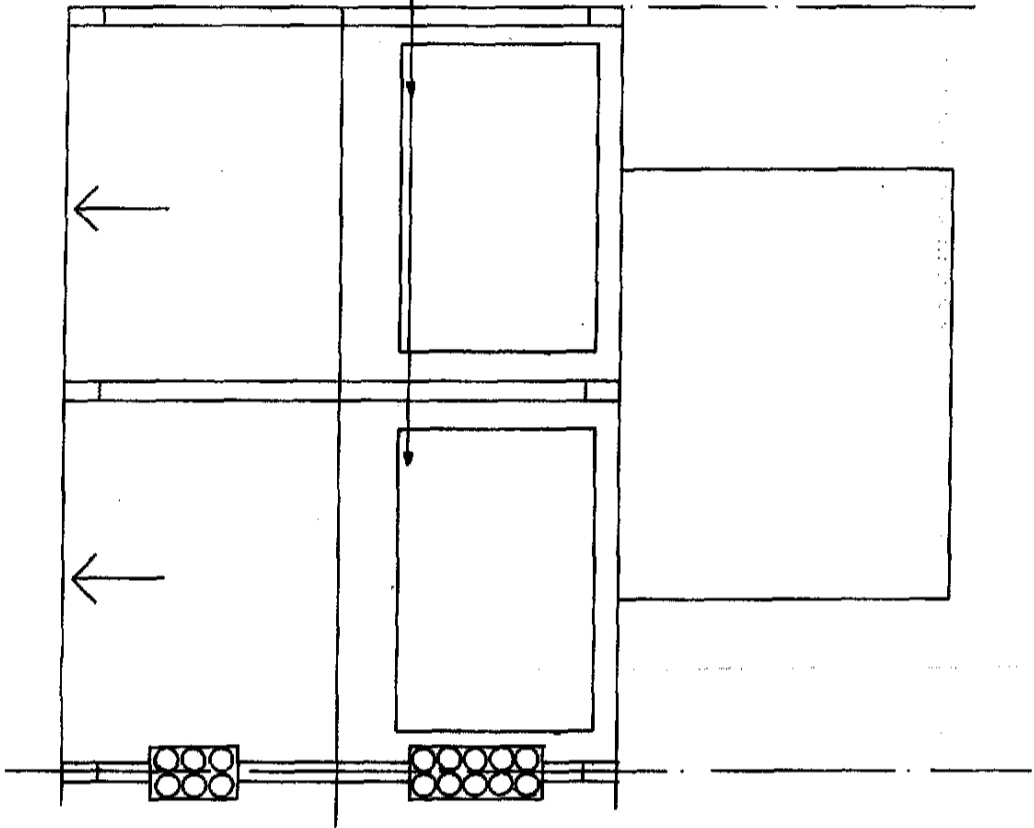
SOUTHWARK PLANNING  
SCANNED ON  
**15 MAR 2007**  
(19) CHILTERN

SOUTHWARK COUNCIL PLANNING  
**CASE FILE COPY**

LATE RECEIVED  
- 8 DEC 2006

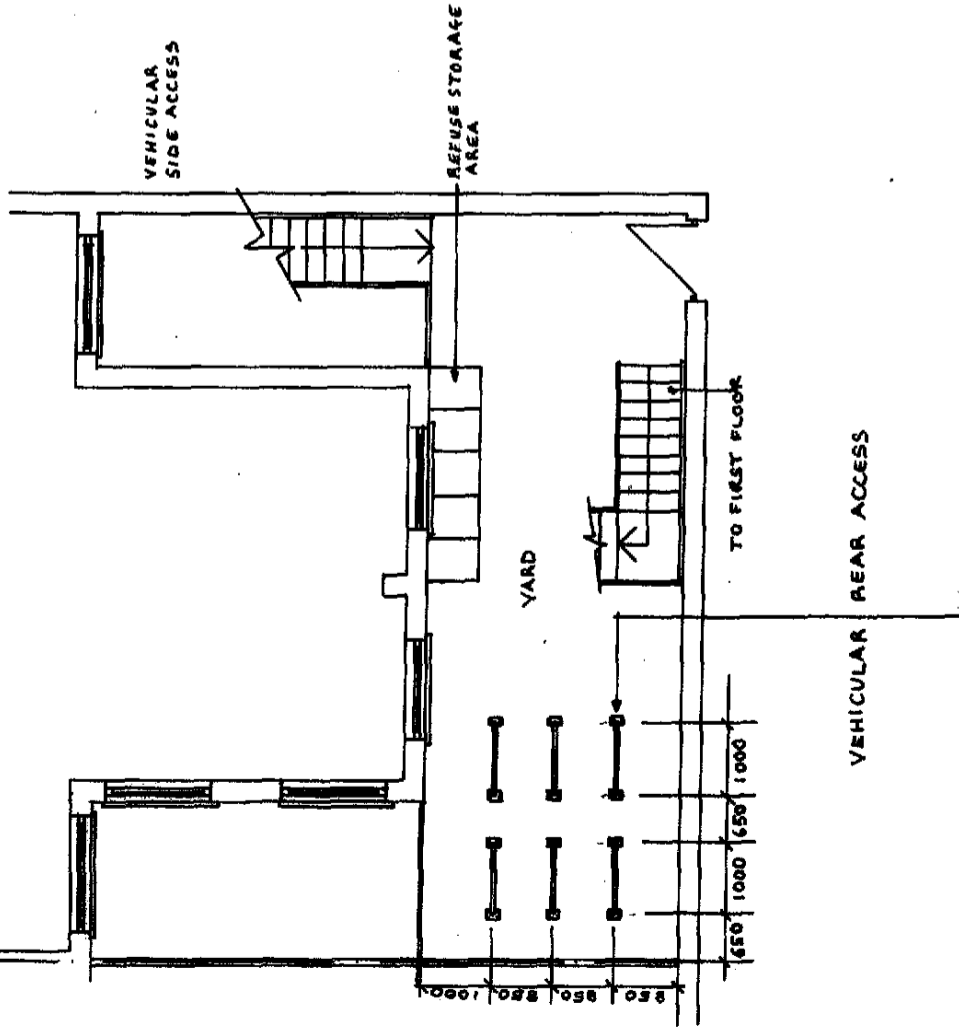
REGISTERED NUMBER  
**06 AP 2483**

DECISION AND DATE  
DELEGATED  
13 MAR 2007  
APPROVED



14 MAR 2007  
CHILTERN

**PROPOSED ROOF PLAN.**



6 NO. SHEFFIELD BIKE STANDS. EACH STAND TO BE MADE OF METAL TUBING AND COATED WITH PLASTIC OR SIMILAR COATING TO PREVENT DAMAGE TO BICYCLE PAINTWORK. EACH STAND TO BE BOLTED TO GROUND SURFACE USING AT LEAST TWO HIGH SECURITY BOLTS THROUGH BASE PLATES. TUBING TO HAVE EXTERNAL DIAMETER OF 50-75mm & MINIMUM THICKNESS OF 2.5mm.

**REAR YARD PLAN.  
SHOWING PROVISION OF SHEFFIELD CYCLE STAND  
& REFUSE STORAGE.**

Rev	Date	Revision
670 - 672 OLD KENT ROAD, LONDON SE15		
Client		
M Building & Drawing Services		
D 247D Lewisham Way London SE4 1XF		
H Tel: 020 8694 0226		
Scale	1:100	Date <b>SEP '06</b>
Drawn By		Checked By
Project No.	060502	Drawn No. <b>03</b>
Eng. Title		Revision
<b>PROPOSED DETAILS</b>		

**notes**

**GENERAL**

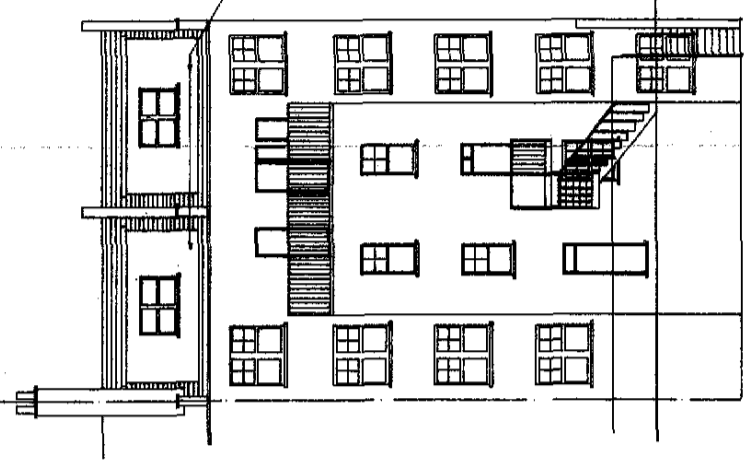
1. All work to be in accordance with the building regulations and approved by the Local Authority.
2. The contractor is responsible for ensuring the suitability of the site and works including life size annotations and all services throughout the construction.
3. This drawing is to be read in conjunction with the Specification/Schedule of Works for the project, and other relevant drawings. The Contractor must bring to the attention of the Project Design Consultants, if any, any items on the drawing which vary from the Specification/Schedule of Works, before any work is carried out.

PREPARED HEREIN IN ACCORDANCE WITH THE BUILDING REGULATIONS AND APPROVED BY THE LOCAL AUTHORITY. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH THE SPECIFICATION/SCHEDULE OF WORKS FOR THE PROJECT, AND OTHER RELEVANT DRAWINGS. THE CONTRACTOR MUST BRING TO THE ATTENTION OF THE PROJECT DESIGN CONSULTANTS, IF ANY, ANY ITEMS ON THE DRAWING WHICH VARY FROM THE SPECIFICATION/SCHEDULE OF WORKS, BEFORE ANY WORK IS CARRIED OUT.

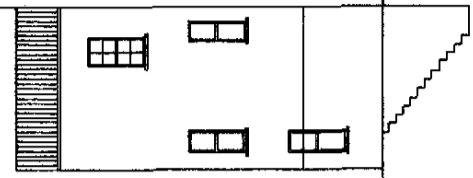
SOUTHARK PLANNING  
SCANNED ON  
**15 MAR 2007**  
(4) CHILTERN

SOUTHARK COUNCIL PLANNING  
**HOUSE FILE COPY**  
RECEIVED - 8 DEC 2006  
REGISTERED NUMBER: 06 AP 2 4 8 3  
DELEGATED  
13 MAR 2007  
APPROVED

Name	Date	Revision
670-672 OLD KENT ROAD, LONDON, S.E.15		
<b>M Building &amp; Drawing Services</b>		
<b>D</b> 247D Lewisham Way London SE4 1XF		
<b>H</b> Tel: 020 8694 0228		
Chart		
Scale	1:50	1:100
Drawn By		Checked By
Project No.	060501	Drawing No.
		Revision
02		
Proj. Title: <b>PROPOSED PLANS &amp; ELEVATIONS</b>		

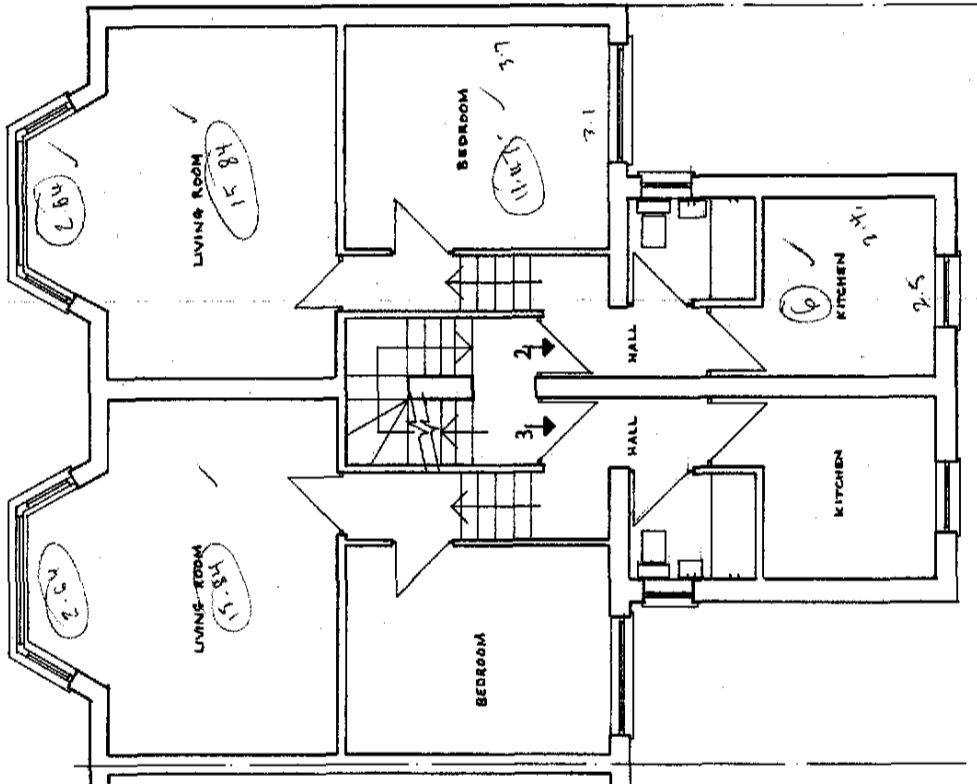


PROPOSED REAR ELEVATION

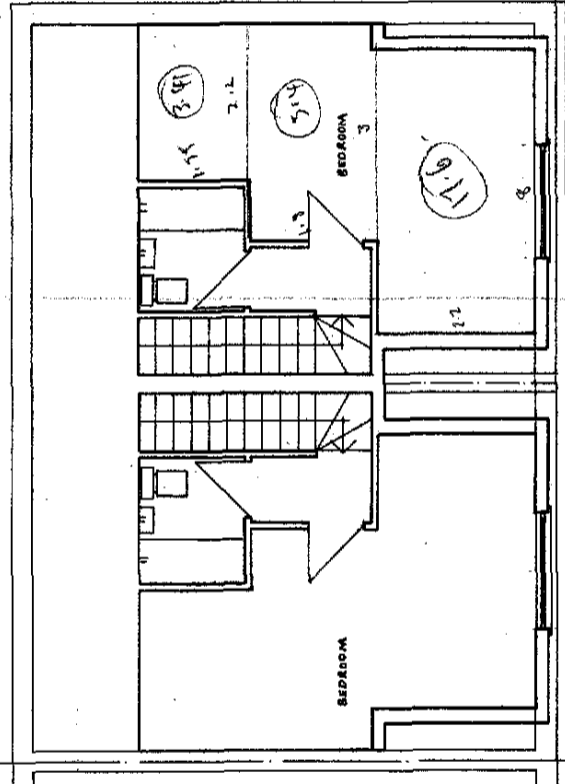


PROPOSED SIDE ELEVATION

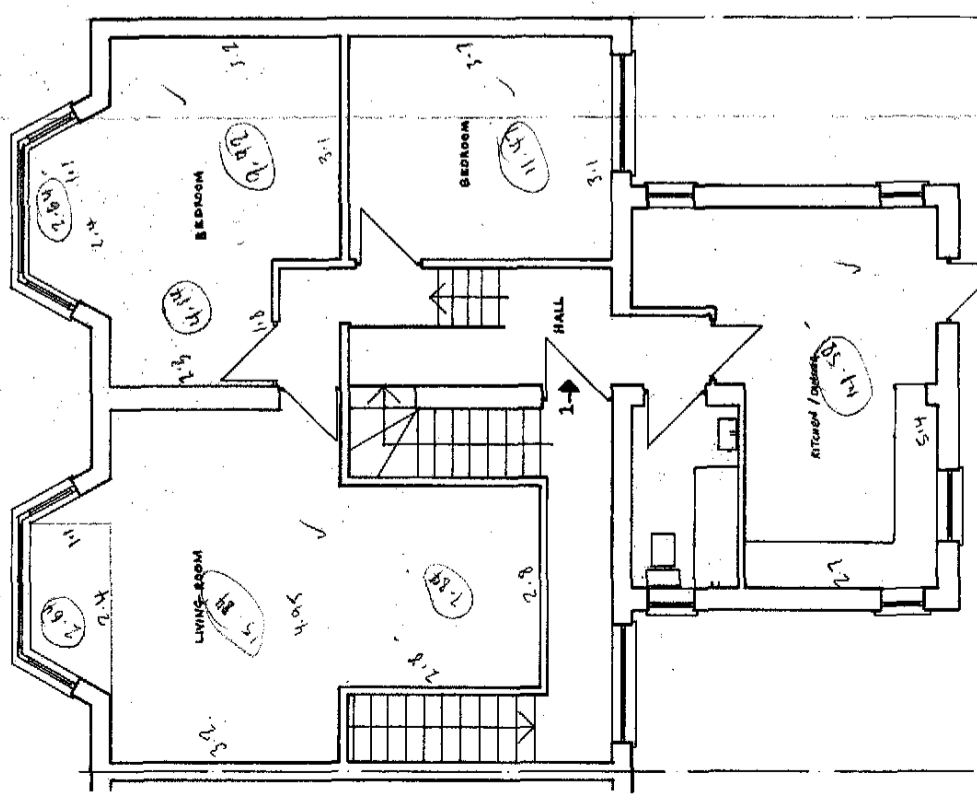
PROPOSED NEW DETAILS TO REAR ELEVATION TO BE FINISHED TO MATCH EXISTING DETAILS. ALL NEW DETAILS TO BE UPON FINISH & DOUBLE CHECKED TO MATCH EXISTING.



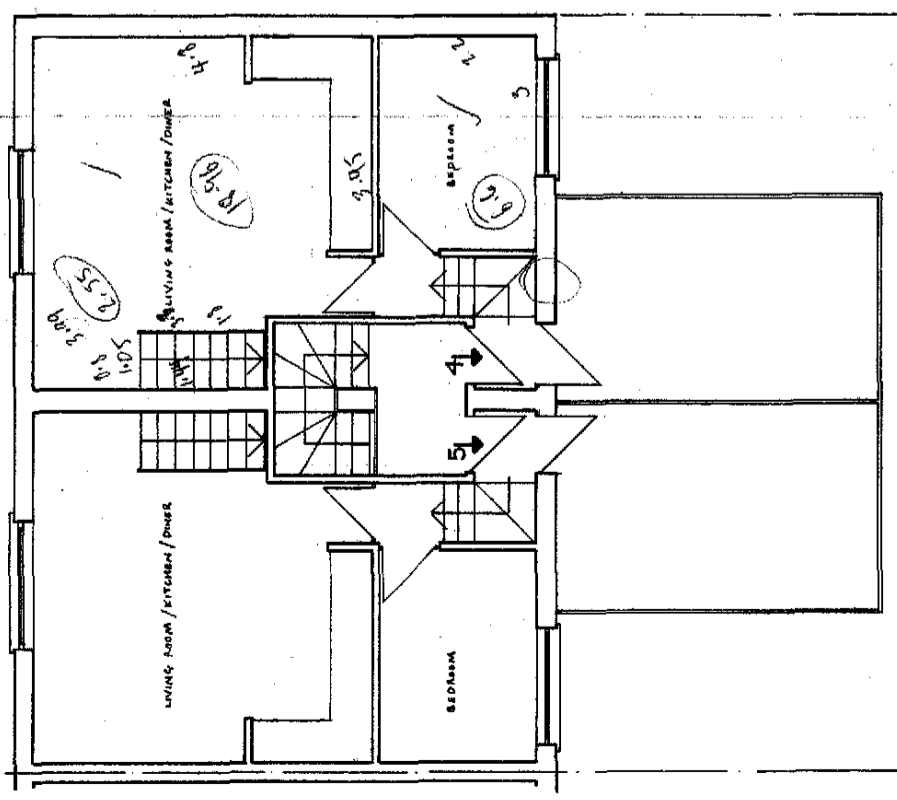
PROPOSED SECOND FLOOR



PROPOSED LOFT PLAN



PROPOSED FIRST FLOOR



PROPOSED THIRD FLOOR

**notes**

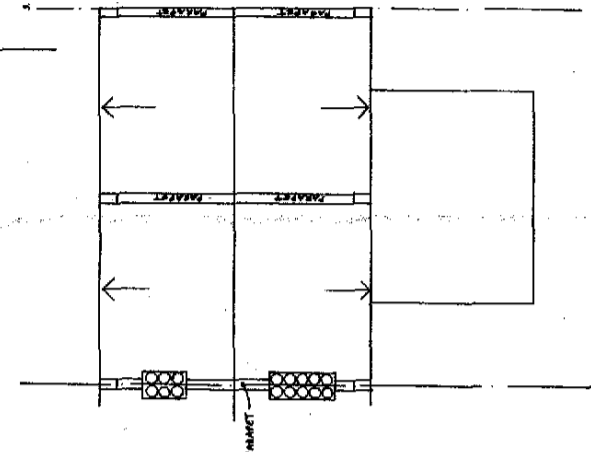
**GENERAL**

- All work to be in accordance with the building regulations and approved by the Local Authority.
- The contractor is responsible for ensuring the ability of the site and works including the proposed site improvements in accordance with the Specifications/Schedule of Works for the project, and other relevant drawings. The Contractor must bring to the attention of the Project Design Consultants, if any notes on this drawing are at variance with the Specifications/Schedule of Works, before any work is carried out.

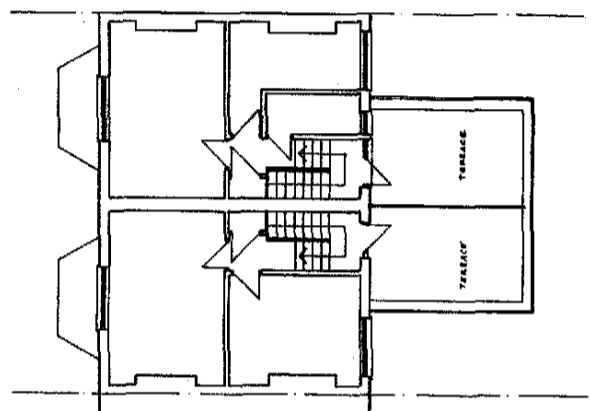
SOUTHARK PLANNING  
SCANNED ON  
**15 MAR 2007**  
(4) CHILTERN

SOUTHARK COUNCIL PLANNING  
**CASE FILE COPY**  
RECEIVED 8 DEC 2006  
DELEGATED DECISION AND DATE  
13 MAR 2007  
REGISTERED NUMBER  
06 AP 2483  
APPROVED

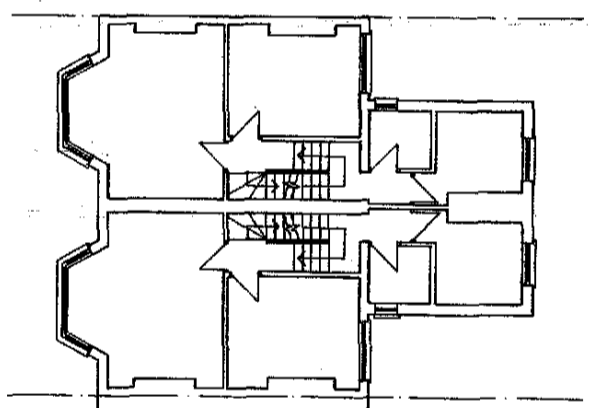
Rev	Date	Revision
670-672 OLD KENT ROAD, LONDON SE15		
<b>M Building &amp; Drawing Services</b>		
<b>D 247D Lewisham Way London SE4 1XF</b>		
<b>H Tel: 020 8694 0228</b>		
Client		
Scale	1:100	Date MAY '06
Drawn By		Checked By
Project No.	060502	Drawing No.
Revision	01	A
Dwg Title <b>EXISTING PLANS &amp; ELEVATIONS</b>		



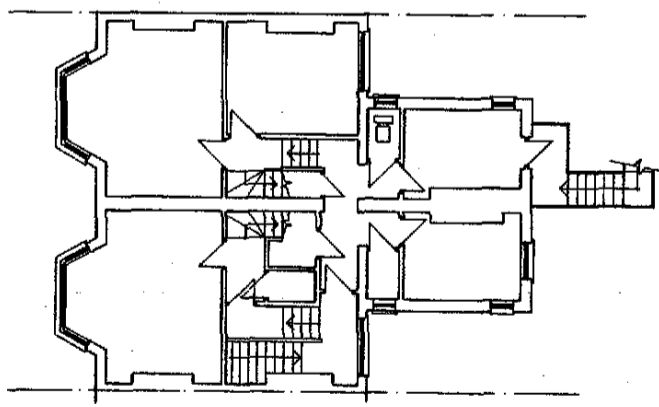
EXISTING ROOF PLAN



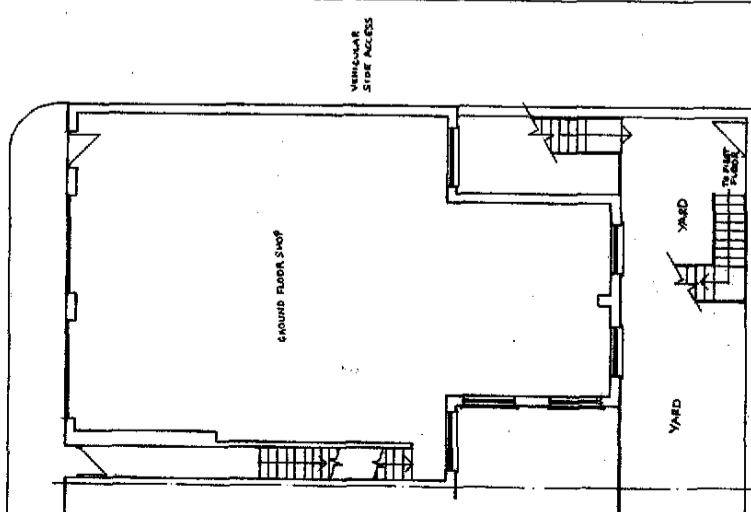
EXISTING THIRD FLOOR PLAN



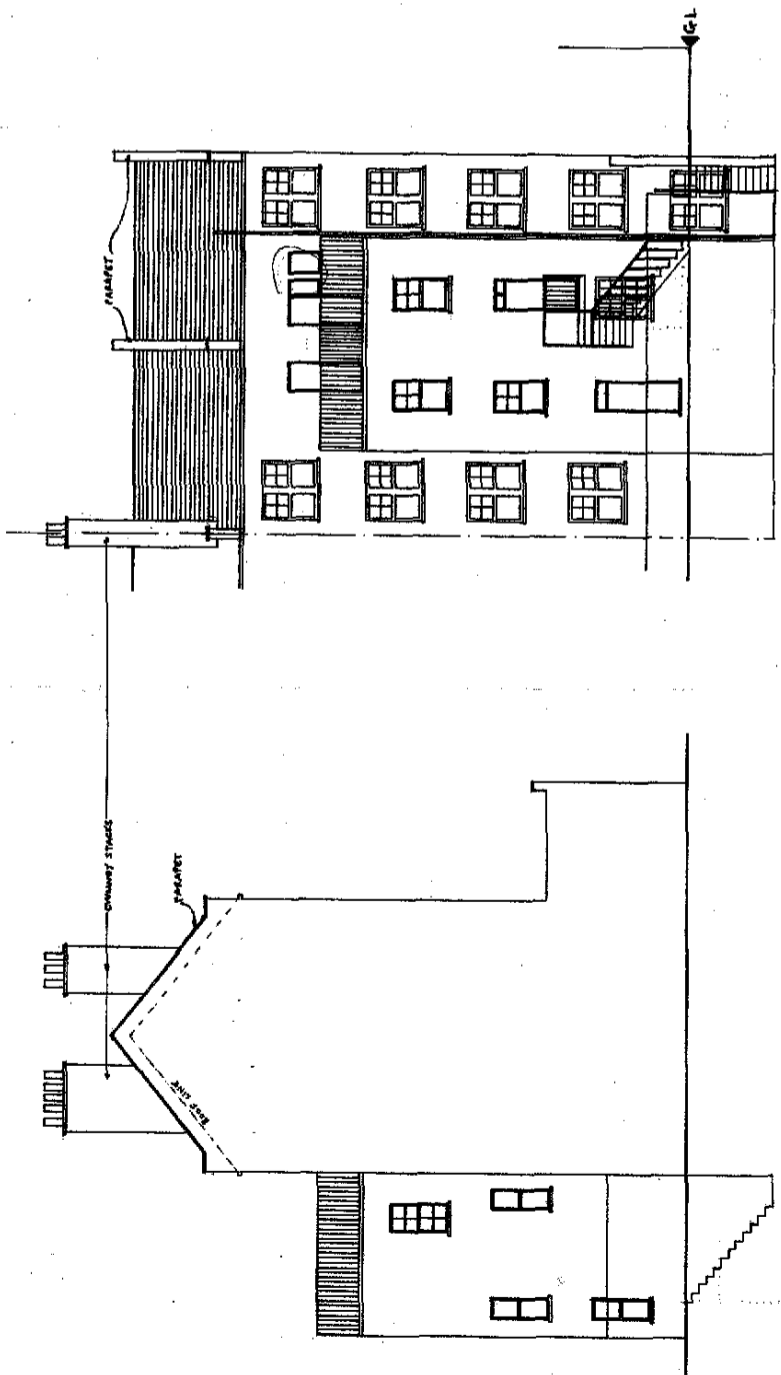
EXISTING SECOND FLOOR PLAN



EXISTING FIRST FLOOR PLAN



EXISTING GROUND FLOOR PLAN  
(TO BE UNALTERED)



EXISTING SIDE ELEVATION

EXISTING REAR ELEVATION

<b>EXPIRES</b> 13/03/2007	<b>Classification</b> OPEN	<b>Decision Level</b> DELEGATED	<b>Date</b> 07/03/07
<b>From</b> Jason Traves		<b>Title of Report</b> DEVELOPMENT CONTROL	
<b>Proposal</b> (06-AP-2483) Conversion of upper residential floors to provide 1 x 2-bedroom flat, 2 x 1-bedroom flats and 2 x 2-bedroom maisonettes, together with construction of two dormer window extensions to rear roofslope		<b>Address</b> 670-672 OLD KENT ROAD, LONDON, SE15 1JF <b>Ward Livesey</b>	

**PURPOSE**

- 1 To consider the above application

**RECOMMENDATION**

- 2 To grant planning permission

Recommendation proposed by Case Officer:

Signed \_\_\_\_\_ date 12/3/07

Recommendation cleared by Team Leader:

Signed \_\_\_\_\_ date 13/3/07

Recommendation agreed by Delegated Officer:

Signed \_\_\_\_\_ date \_\_\_\_\_

Reason Recommendation either not cleared or agreed:

Signed \_\_\_\_\_ date \_\_\_\_\_

**BACKGROUND**

**Site location and description**

- 3 The application premises is 670 and 672 Old Kent Road, a four storey end of terrace Victorian property located on the southern side of Old Kent Road. The property is a double fronted retail premises on the ground floor with residential accommodation above. The application site is opposite the junction of Hyndman Street and the Old Kent Road and is bounded by Christ Church and the Livesey Museum to the south east and residential properties to the west and north west. The previous use of the upper floors was as a house of multiple occupation.

**Details of proposal**

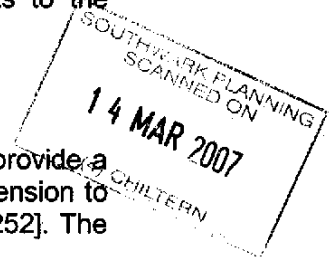
- 4 It is proposed to convert the upper residential floors to provide 1 x 2-bedroom flat, 2 x



1-bedroom flats and 2 x 2-bedroom maisonettes, together with construction of two dormer window extensions to rear roofslope. The pedestrian access points to the ground floor area unchanged.

### Planning history

- 5 Planning permission was refused for the conversion of the upper floors to provide a total of 6 one bedroom self-contained flats, including the erection of an extension to the rear addition at third floor level, on the 30th of December 2004 [03AP2252]. The reasons for refusal were:
- 6
1. *The proposed extension, by reason of its scale would create a dominant and obtrusive form of development that would fail to enhance the character and appearance of the building and the terrace in which it is situated. As such the proposal is contrary to Policy E.2.3 'Aesthetic Control' of the Southwark Unitary Development Plan and Policy 3.11 'Quality in Design' of the Southwark Plan [Revised Deposit Unitary Development Plan] March 2004; and*
  2. *Because of its size and relationship to the neighbouring property, the proposed third floor extension would lead to an unacceptable 'sense of enclosure' being created, which would be detrimental to the living conditions that are currently enjoyed by the adjoining residents. As a result the addition would not accord with Policy E.3.2 'Protection of Amenity' of the Southwark Unitary Development Plan and Policy 3.2 'Protection of Amenity' of The Southwark Plan [Revised Deposit Unitary Development Plan] March 2004.*
- 7
- 8 Planning permission was refused for the conversion of the upper floors to provide 4 x 1 and 1 x 2 bedroom flats on 30th March 2005 [05AP0083]. The reasons for refusal were:
- 9
1. *The proposed conversion would result in the provision of an unsatisfactory standard of residential accommodation, and an inadequate level of amenity for future occupiers of flats 1, 2 and 3, due to the size of these units. This is contrary to policy H.3.4 'Standards for Conversions', and Supplementary Planning Guidance Note 5 'Standards, Controls and Guidelines for Residential Development' of the Southwark Unitary Development Plan 1995, and policies 3.2 'Protection of Amenity', 3.10 'Efficient Use of Land' and 4.2 'Quality of Residential Accommodation', and Supplementary Planning Guidance Note 29 'Residential Design Standards' of the Southwark Plan [Revised Draft] February 2005.*
  2. *The proposed conversion would result in an unsatisfactory range of dwelling sizes and types, as the majority of units would have one bedroom, and as such would not meet identified housing need/demand within Southwark (i.e. insufficient provision of family-sized units). This is contrary to policy H.3.3 'Dwelling Mix for Conversions', and Supplementary Planning Guidance Note 5 'Standards, Controls and Guidelines for Residential Development' of the Southwark Unitary Development Plan 1995, and policy 4.3 'Mix of Dwellings', and Supplementary Planning Guidance Note 29 'Residential Design Standards' of the Southwark Plan [Revised Draft] February 2005.*
- 10
- 11 Planning permission was refused on 04 August 2006 for conversion of the 1st, 2nd and 3rd floors to provide 6 x 1 bed self contained flats [06AP1115]. The reason for refusal were:
- 12
1. *The proposed conversion would result in the provision of an unsatisfactory standard of residential accommodation, and an inadequate level of amenity for future occupiers in respect of flats 5 and 6 due to the size of these units. This is contrary to policies 3.2 'Protection of Amenity' and 4.2 'Quality of Residential Accommodation', and Supplementary Planning Guidance Note 29 'Residential Design Standards' of the Southwark Plan 2006 [Modifications Version] and policy H.3.4 'Standards for*



Conversions', and Supplementary Planning Guidance Note 5 'Standards, Controls and Guidelines for Residential Development' of the Southwark Unitary Development Plan 1995

- 13 2. The proposed application makes no provision for refuse storage or cycle parking facilities within the premises, as such the proposal is contrary to Policies 3.7 'Waste Reduction' and 5.3 'Walking and Cycling' of the Southwark Plan [Modifications Version] 2006 and Policy T.1.3 'Design of Development and Conformity with Council Standards and Controls' of the Adopted Southwark Unitary Development Plan.

#### **Planning history of adjoining sites**

- 14 There is no planning history.



#### **FACTORS FOR CONSIDERATION**

##### **Main Issues**

- 15 The main issues in this case are whether or not the proposal addresses the previous reasons for refusal.

##### **Planning Policy**

- 16 At its meeting on 24th January 2007 the Council resolved to adopt the emerging Southwark Unitary Development Plan [Jan. 2007] subject to referral to the Secretary of State. The policies in the Southwark Unitary Development Plan 2007 now have significant weight in the determining of planning applications. Whilst the 1995 Unitary Development Plan remains the statutory development plan until such time as the Southwark Unitary Development Plan 2007 is formally adopted, the Council will give predominant weight to the 2007 plan policies in determining pending applications unless material considerations indicate otherwise.

##### Emerging Southwark Plan [Jan 2007]

3.2 Protection of Amenity  
3.10 Efficient Use of Land  
3.12 Quality in Design  
3.13 Urban Design  
4.2 Quality of Residential Accommodation  
4.3 Mix of Dwellings  
5.2 Transport Impacts

##### Southwark Unitary Development Plan 1995 [UDP]

E.2.3 Aesthetic Control  
E.3.1 Protection of Amenity  
H.3.3 Dwelling Mix for Conversions  
H.3.4 Standards for Conversions  
T.1.2 Location of Development in Relation to the Transport Network  
SPG 5 Standards Controls and Guidelines for Residential Development

##### **Consultations**

- 17 Site Notice  
29/01/07  
Press Notice  
N/A  
Internal Consultees  
Waste  
Traffic

Statutory and non-statutory consultees

TFL

Neighbour consultees

See consultee summary on file

Re-consultation

N/A

**Consultation replies**

18 Internal Consultees

Waste - No objection on basis that the site has access to its rear garden

Traffic - No objection

Statutory and non-statutory consultees

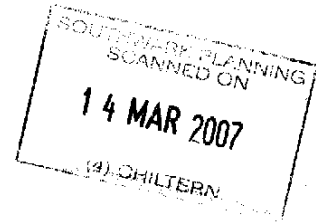
TFL - No comments

Neighbour consultees

Nil

Re-consultation

N/A



**PLANNING CONSIDERATIONS**

**Reason 1 of 06AP1115 - standard of accommodation**

- 19 This reason for refusal is addressed as all flats achieve the minimum floorspace requirements for habitable and non-habitable rooms.

**Reason 2 of 06AP1115 - refuse and cycle storage**

- 20 Refuse and bicycle storage is located to the rear of the site and is accessible via a right-of-way on the southern side of the property. The waste and traffic branches of council as well as TFL raise no objection to the arrangements. The scheme therefore addresses the previous reason for refusal.

**Other matters**

- 21 In respect of policies for aesthetic control and design of the adopted and emerging UDP, the two dormers, whilst somewhat awkward, are subordinate to the form of the roof and no objection is raised to their design in this regard.
- 22 In respect of the existing roof terrace, it appears on site as a much more informal affair than is otherwise to be interpreted for the plans which show proper doorways and balustrading. Nevertheless, the location and scale of the roof terrace reflects the immediate neighbour to the north and therefore there is no new or additional impact to neighbours to warrant refusal.

**Conclusion**

- 23 The proposal is acceptable having addressed the previous reason for refusal relating to the standard of residential accommodation and the provision of refuse and bicycle storage. There are no reasons for refusal and the development is recommended for planning permission.

**COMMUNITY IMPACT STATEMENT**

- 24 In line with the Council's Community Impact Statement the impact of this application has been assessed as part of the application process with regard to local people in respect of their age, disability, faith/religion, gender, race and ethnicity and sexual orientation. Consultation with the community has been undertaken as part of the application process.

- a] There is no impact on local people.
- b] There are no issues relevant to particular communities/groups
- c] There is no likely adverse or less good implications for any particular communities/groups.

**SUSTAINABLE DEVELOPMENT IMPLICATIONS**

25 No issues identified

LEAD OFFICER	David Stewart	Interim Head of Development and Building Control
REPORT AUTHOR	Jason Traves	Planning Officer Development Control [tel. 020 7525 5460]
CASE FILE	TP/2168-670	
Papers held at:	Regeneration Department, Council Offices, Chiltern, Portland Street SE17 2ES [tel. 020 7525 5403]	

14 MAR 2007  
(4) CHILTERN



**A15**

# SOUTHWARK COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)



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## PLANNING PERMISSION

**Applicant** Theadneedle Pension Ltd  
**Date of Issue of this decision** 27/05/2008

**LBS Registered Number** 08-AP-0641  
**Case Number** TP/2168-670

**Planning Permission was GRANTED for the following development:**

Change of use of basement and ground floors from a Graphics/Printing company to use classes A1 (Retail), A2 (Financial & Professional Services), A3 (Restaurants & Cafes) or D1 (Non-Residential Institutions).

**At:** 670-672 OLD KENT ROAD, LONDON, SE15 1JF

**In accordance with application received on 14/03/2008 Your Ref. No.:**

**and Applicant's Drawing Nos.** 03050/1; 1235/01/13 Rev A

**Subject to the following seven conditions:**

- 1 The development hereby permitted shall be begun before the end of three years from the date of this permission.

**Reason**

As required by Section 91 of the Town and Country Planning Act 1990 as amended

- 2 In the event that the premises is used as a Cafe or Restaurant (Use Class A3) the use shall not be carried on outside of the hours of 07:00 to 23:00 Monday to Sunday.

**Reason**

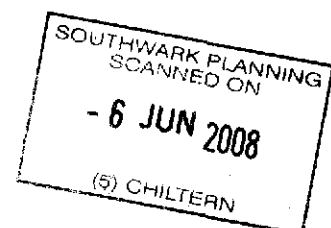
To ensure no loss of amenity through noise and disturbance to the adjoining residential occupiers, in accordance with policy 3.2 'Protection of Amenity' of the Southwark Plan 2007.

- 3 In the event that the premises is used as a Cafe or Restaurant (Use Class A3), the use shall not be begun until full particulars and details (2 copies) of a scheme for the ventilation of the premises to an appropriate outlet level, including details of sound attenuation for any necessary plant and the standard of dilution expected, has been submitted to and approved by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any approval given.

**Reason**

In order to that the Council may be satisfied that the ventilation ducting and ancillary equipment will not result in an odour, fume or noise nuisance and will not detract from the appearance of the building in the interests of amenity in accordance with Policy 3.2 of the Southwark Plan 2007 'Protection of Amenity'.

**Continued overleaf...**



	<b>Classification</b> OPEN	<b>Decision Level</b> Delegated.	<b>Date</b> 21st May 2008  (Hold until 23rd May 08)
<b>From</b> Victoria Lewis		<b>Title of Report</b> DEVELOPMENT CONTROL	
<b>Proposal</b> (Change of use from a Graphics/Printing company to use classes A1 (Retail), A2 (Financial & Professional Services), A3 (Restaurants & Cafes) or D1 (Non-Residential Institutions).)		<b>Address</b> 670-672 OLD KENT ROAD, LONDON, SE15 1JF  <b>Ward Livesey</b>	
<b>Application Start Date</b> 04/04/2008		<b>Application Expiry Date</b> 30/05/2008	

**PURPOSE**

- 1 To consider the above application



**RECOMMENDATION**

- 2 That planning permission be granted, subject to conditions.

Recommendation proposed by Case Officer:

Signed \_\_\_\_\_ date 21/5/08.

Recommendation cleared by Team Leader:

Signed \_\_\_\_\_ date 27/5/08.

Recommendation agreed by Delegated Officer:

Signed \_\_\_\_\_ date 27/5/08.

Reason Recommendation either not cleared or agreed:

Signed \_\_\_\_\_ date \_\_\_\_\_

**BACKGROUND**

**Site location and description**

The application premises is 670 and 672 Old Kent Road, a four storey plus basement

end of terrace Victorian property located on the south-western side of Old Kent Road. The property is a double fronted retail premises on the ground floor with residential accommodation above. It is located opposite the junction of Hyndman Street and Old Kent Road and is bounded by Christ Church and the Livesey Museum to the south east and residential properties to the west and north west. The ground floor and basement of the building are currently vacant.

The site lies within an archaeological priority zone, the urban density zone, an air quality management area and the Old Kent Road action area.

### **Details of proposal**

Under article Schedule 2, Part 3, Class E of the Town and Country Planning (General Permitted Development) Order 1995 (as amended), flexible permission is sought to for change of use of the ground floor and basement from a graphics / printing company (mixed A2/B1 use) to A1 (Retail), A2 (Financial and Professional Services), A3 (Restaurants and Cafes) or D1 (Non-Residential Institutions).

### **Amended Plans**

Additional drawings have been submitted showing the general location of refuse storage, together with marketing details for the property.

### **Planning history**

06-AP-2483 - <sup>version</sup> Conservation of upper residential floors to provide 1 x 2-bedroom flat, 2 x 1-bedroom flats and 2 x 2-bedroom maisonettes, together with construction of two dormer window extensions to the rear roofslope; planning permission was GRANTED March 2007.

06-AP-1115 - Conversion of the first, second and third floors to provide 6 x 1-bed self-contained flats; planning permission was REFUSED in August 2006 for the following reasons:

1. *The proposed conversion would result in the provision of an unsatisfactory standard of residential accommodation, and an inadequate level of amenity for future occupiers in respect of flats 5 and 6 due to the size of these units. This is contrary to policies 3.2 'Protection of Amenity' and 4.2 'Quality of Residential Accommodation', and Supplementary Planning Guidance Note 29 'Residential Design Standards' of the Southwark Plan 2006 [Modifications Version] and policy H.3.4 'Standards for Conversions', and Supplementary Planning Guidance Note 5 'Standards, Controls and Guidelines for Residential Development' of the Southwark Unitary Development Plan 1995.*

2. *The proposed application makes no provision for refuse storage or cycle parking facilities within the premises, as such the proposal is contrary to Policies 3.7 'Waste Reduction' and 5.3 'Walking and Cycling' of the Southwark Plan [Modifications Version] 2006 and Policy T.1.3 'Design of Development and Conformity with Council Standards and Controls' of the Adopted Southwark Unitary Development Plan.*

05-AP-0083 - Conversion of the upper floors to provide 4 x 1-bed and 1 x 2-bedroom self-contained flats. This application was REFUSED in March 2005 for the following reasons:

1. *The proposed conversion would result in the provision of an unsatisfactory standard of residential accommodation, and an inadequate level of amenity for future occupiers of flats 1, 2 and 3, due to the size of these units. This is contrary to policy*

*H.3.4 'Standards for Conversions', and Supplementary Planning Guidance Note 5 'Standards, Controls and Guidelines for Residential Development' of the Southwark Unitary Development Plan 1995, and policies 3.2 'Protection of Amenity', 3.10 'Efficient Use of Land' and 4.2 'Quality of Residential Accommodation', and Supplementary Planning Guidance Note 29 'Residential Design Standards' of the Southwark Plan [Revised Draft] February 2005.*

*2. The proposed conversion would result in an unsatisfactory range of dwelling sizes and types, as the majority of units would have one bedroom, and as such would not meet identified housing need/demand within Southwark (i.e. insufficient provision of family-sized units). This is contrary to policy H.3.3 'Dwelling Mix for Conversions', and Supplementary Planning Guidance Note 5 'Standards, Controls and Guidelines for Residential Development' of the Southwark Unitary Development Plan 1995, and policy 4.3 'Mix of Dwellings', and Supplementary Planning Guidance Note 29 'Residential Design Standards' of the Southwark Plan [Revised Draft] February 2005.*

03-AP-2252 - Conversion of the upper floors to provide total of 6 1-bedroom self-contained flats including erection of an extension to rear addition at third floor level. This application was REFUSED on 30th December 2004 for the following reasons:

*1. The proposed extension, by reason of its scale would create a dominant and obtrusive form of development that would fail to enhance the character and appearance of the building and the terrace in which it is situated. As such the proposal is contrary to Policy E.2.3 'Aesthetic Control' of the Southwark Unitary Development Plan and Policy 3.11 'Quality in Design' of the Southwark Plan [Revised Deposit Unitary Development Plan] March 2004.*

*2. Because of its size and relationship to the neighbouring property, the proposed third floor extension would lead to an unacceptable 'sense of enclosure' being created, which would be detrimental to the living conditions that are currently enjoyed by the adjoining residents. As a result the addition would not accord with Policy E.3.2 'Protection of Amenity' of the Southwark Unitary Development Plan and Policy 3.2 'Protection of Amenity' of The Southwark Plan [Revised Deposit Unitary Development Plan] March 2004.*

#### **Planning history of adjoining sites**

##### **662 Old Kent Road**

In January 2001 planning permission for change of use of the ground floor from a shop to a minicab office was GRANTED for a temporary period (reference:00-00-1838). In June 2003 planning permission was GRANTED for continued use of the ground floor as a minicab office, subject to a condition that IT would not be open to personal callers after 10pm Monday to Friday, to ensure no loss of amenity to the flats above (reference:03-AP-0824). The building is now within A2 use, occupied by Alpha Property Services.

##### **666 Old Kent Road**

In July 2004 planning permission was GRANTED for change of use of the lower ground and ground floors of the building from a hairdressers (Use Class A1) to a health club (Use Class D2) and this consent has been implemented (reference:04-AP-1022).

##### **668-670 Old Kent Road**

In August 2002 planning permission was REFUSED for change of use from retail (A1) to flats (Use Class C3) and short stay hotel accommodation on the grounds of loss of permanent housing and creation of an unsatisfactory standard of accommodation (reference: 02001102).

In January 2003 a similar application was REFUSED on the grounds of loss of permanent housing (reference:02-AP-2044).

## **FACTORS FOR CONSIDERATION**

### **Main Issues**

The main issues in this case are:

- a) the principle of the development in terms of land use and conformity with strategic policies.
- b) impact upon the amenities of adjoining occupiers
- c) transport and movement.

### **Planning Policy**

#### Southwark Plan 2007 [July]

Policy 1.10 - Small scale shops and services outside the town and local centres and protected shopping frontages

Policy 2.2 - Provision of new community facilities

Policy 3.2 - Protection of amenity

Policy 3.7 - Waste reduction

Policy 5.2 - Transport Impacts

Policy 5.3 - Walking and Cycling

Policy 5.6 - Car Parking

Policy 7.3 - Old Kent Road Action Area

#### Planning Policy Guidance [PPG] and Planning Policy Statements [PPS]

PPS6 - Planning for Town Centres (21st March 2005).

### **Consultations**

#### Site Notice:

30th April 2008

#### Press Notice:

N/A.

#### Internal Consultees

Access Officer

Pollution Control

Noise and Air Quality

Transport Group  
Waste

Statutory and non-statutory consultees

Transport for London

Neighbour consultees

Letters were sent to neighbouring properties on Old Kent Road.

Re-consultation

No re-consultation undertaken.

**Consultation replies**

Internal Consultees

Access Officer

If reasonable and practical a wheelchair accessible WC should be provided.

Pollution Control

No response received.

Noise and Air Quality

No response received.

Transport Group

- No cycle parking shown on the plans and 1 space per 250sqm is required for class A uses; a minimum of 2 cycle parking spaces are required.
- Details should be sent to the Waste Management Team for comments
- No objections in principle although uses such as a driving school, estate agents and places of worship would have greater highway impacts. However, as Old Kent Road is a red route, TfL comments should be sought.

Waste

No response received.

Statutory and non-statutory consultees

Transport for London

Recommend the following conditions:

- All vehicles associated with the proposal (including customers and servicing vehicles) must only stop and park at locations and within the periods permitted by existing on-street restrictions;
- Servicing must take place away from the Old Kent Rod if possible, or be in accordance with existing on-street restrictions;
- the footway and carriageway must not be blocked during construction works and maintenance and temporary obstruction should be kept to a minimum;

- the loading / unloading of construction materials must not be undertaken from Old Kent Road;
- any fixtures associated with the proposal which would oversail the highway would require a separate licence from TfL.

#### Southwark cyclists

Request that a condition is imposed to ensure bike parking spaces are provided within the site for 130% of residents and 50% of employees that they are covered very secure and within sub-divided lockable spaces. A further 20 spaces should be provided immediately outside the site.

#### Neighbour consultees

One representation has been received objecting to the proposal on the grounds of lack of parking if the premises were used for A3 purposes.

#### Re-consultation

N/A.

### **PLANNING CONSIDERATIONS**

#### **Principle of development**

The site does not form part of a protected retail frontage and is therefore subject to policy 1.10 of the Southwark Plan 'Small scale shops and services outside the town and local centres and protected shopping frontages'. This policy states that outside protected frontages, change of use between A use classes or from A use classes will only be permitted when the applicant can demonstrate that:

- i) the proposed use would not materially harm the amenities of surrounding occupiers; and
- ii) the use that will be lost is not the only one of its kind within a 600m radius and its loss would not harm the vitality and viability of nearby shops or shopping parades; or
- iii) the premises have been vacant for a period of at least 12 months with demonstrated sufficient effort to let, or have not made a profit for a two year period.

The premises has been vacant since October 2005, having last been occupied by a graphics / printing company, and it is not clear whether this would fall within Use Class A2 (financial and professional services) or B1 (offices). The applicant has advised that the last use should be considered a mixed A2/B1 use and in the absence of any evidence to the contrary, the application has been assessed on this basis.

#### Amenity

'A' class uses at ground floor level with residential above is a common arrangement and does not generally result in any loss of amenity to adjoining occupiers. There are therefore, no objections on amenity grounds to the premises being used for A1 or A2 purposes.

Regarding an A3 use, it is noted that there is only one other A3 use in the rank at number 664 and there are no extant permissions for change of use to A3, A4 (drinking establishments) or A5 (takeaways); consequently there are no issues with regard to cumulative impact. The site is located on a main road and ambient background noise levels where likely to be fairly high. However, to ensure no unacceptable noise and disturbance to adjoining occupiers, a condition limiting opening hours to between 07:00 to 23:00 Monday to Sunday in the event the



premises is used for A3 purposes is recommended. Further conditions requiring details of extraction and ventilation equipment (including sound attenuation) and sound-proofing between the ground floor and flats are recommended, to ensure no adverse impacts with regard to cooking fumes and noise and disturbance resulting from an A3 use.

There is a small courtyard at the rear of the building which could be used for refuse storage, and the applicant has shown the general location of this on the plans. An A3 use is likely to generate more refuse than an A1, A2 or D1 use and given that the area marked on the plans for refuse is small, a condition requiring refuse store details for any A3 use is recommended, and it may well be that this would have to be provided internally.

Use Class D1 'Non-residential institutions' includes uses such as clinics and health centres, nurseries, museums, public libraries, galleries, training centres and places of worship. There are no objections in principle to a D1 use in this location, with the exception of it being used as a place of worship. Such uses generally involve large numbers of people in the building at any one time and music and singing which could potentially cause harm to the amenity of the adjoining residential occupiers. Whilst sound-proofing would go some way to alleviate this, it is considered that the potential for the congregation of people outside the premises would cause harm residential amenity therefore a condition preventing the premises being used as such is recommended.

#### Vitality and Viability

With regard to the loss of the existing use, there is a printing firm at number 674 Old Kent Road which is approximately 10m from the site. The proposal therefore complies with part ii of policy 1.10 in that the use to be lost is not the only one of its kind within a 600m radius. Use of the premises within an A1, A2, A3 or D1 use would retain an active frontage and bringing the building back into use would improve the vitality of the parade.

#### Vacancy

The applicant has submitted marketing information which states that the premises has been marketed since June 2007 by way of a board displayed on the building, email advertising and circulation of the particulars to other London based commercial agents. This exercise found there to be no apparent demand for retail use of the premises, which is attributed to low pedestrian footfall and parking difficulties in the area. Although marketing has only been carried out for just under a year, policy 1.10 is worded so that only points ii or iii need be complied with, therefore no objections are raised.

Overall, it is concluded that the granting of a flexible permission for A1, A2, A3 and D1 uses would comply with policy 1.10 of the Southwark Plan, and would aid in bringing this vacant building back into use, without compromising the amenity of adjoining occupiers.

#### **Traffic issues**

Policy 5.2 of the Southwark Plan 'Transport Impacts' seeks to ensure that developments would not have an adverse impact upon highway safety and policy 5.3 seeks to ensure adequate provision for pedestrians and cyclists.

Concerns have been raised regarding lack of parking if the premises is used for A3 purposes. Appendix 15 of the Southwark Plan requires 1 parking space per 10sqm

for roadside restaurants, although these operate as maximum standards, with the emphasis on reducing parking provision to encourage alternative modes of transport. The total floor area of the basement and ground floor is approximately 330sqm which is not particularly large, and footfall for any restaurant use is likely to be local therefore no objections are raised. It is also noted that the Transport Group and TfL have not objected on the grounds of lack of parking.

Appendix 15 also establishes cycle parking standards and requires 1 cycle parking space per 250sqm for uses falling within class A. No cycle parking has been shown on the proposed plans but as there would be adequate space within the rear courtyard for the storage of one cycle, a condition is not considered necessary in this instance.

As the Old Kent Road is a red route, TfL have been consulted and have recommended conditions requiring servicing and parking associated with the proposed uses to be in accordance with existing on-street restrictions. However, as this is covered by highways legislation, enforceable by the Council's Parking Services Team, it is not considered necessary to impose a condition. The size of the premises is such that it is considered unlikely that there would be any significant servicing requirements and the existing on-street restrictions would have to be obeyed. As the proposal is for change of use only and does not involve any building works, a condition requiring a construction management plan is not considered necessary.

It is also noted that the Transport Group raised concerns regarding the highway impact of use of the premises as a driving school, an estate agents and a place of worship. However, as TfL have not raised this as an issue, no objections are raised.

Overall, there are no objections to the proposal with regard to transport issues.

#### **Other matters**

There are no other matters arising from this proposal.

#### **Conclusion**

The proposal is considered to comply with the relevant policies in the Southwark Plan, and it is recommended that planning permission be granted, subject to conditions.

#### **COMMUNITY IMPACT STATEMENT**

In line with the Council's Community Impact Statement the impact of this application has been assessed as part of the application process with regard to local people in respect of their age, disability, faith/religion, gender, race and ethnicity and sexual orientation. Consultation with the community has been undertaken as part of the application process.

a] The impact on local people is set out above.

#### **SUSTAINABLE DEVELOPMENT IMPLICATIONS**

There are no sustainable development implications arising from this proposal.

LEAD OFFICER	Gary Rice	Head of Development Control
REPORT AUTHOR	Victoria Lewis	Senior Planner - Development Control [tel. 020 7525 5656]
CASE FILE	TP/2168-670	

**A16**

# SOUTHWARK COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)



www.southwark.gov.uk

## APPROVAL OF RESERVED/OUTSTANDING MATTERS

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**Applicant** Mr Ricard Bennetts  
**Date of issue of this decision** 11/02/2009

**LBS Registered Number** 09-AP-0040

**Approval has been GIVEN for the following details:**

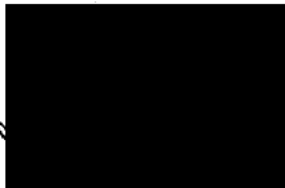
Details of a scheme to insulate the residential accommodation as required by Condition 4 of planning permission dated 27/05/08 - LBS Registration No 08-AP-0641 for change of use of basement and ground floors from a Graphics/Printing company to use classes A1 (Retail), A2 (Financial & Professional Services), A3 (Restaurants & Cafes) or D1 (Non-Residential Institutions).

**At:** 670-672 OLD KENT ROAD, LONDON, SE15 1JF

**In accordance with application received on 09/01/2009 Your Ref. No.:**

**and Applicant's Drawing Nos.** Letter from Phil Robinson dated January 2009, details from www.british-gypsum.com (pages 320, 236, 272 and 273).

Signed



Gary Rice  
Head of Development Control

**Your attention is drawn to the notes accompanying this document**

Any correspondence regarding this document should quote the Case Number and LBS Registered Number and be addressed to: Head of Development Control, Council Offices, Chiltern, Portland Street, London SE17 2ES. Tel. No. 020 7525 5000

UPRN: 200003380710

checked by



TP/2168-670

APPLICATION FOR APPROVAL OF DETAILS			
<b>EXPIRES</b> 06/03/2009	<b>Classification</b> OPEN	<b>Decision Level</b> DELEGATED	<b>Date</b> 10/02/2009
<b>From</b> Annabelle Ferary		<b>Title of Report</b> DEVELOPMENT CONTROL	
<b>Proposal</b> (09-AP-0040)  Details of a scheme to insulate the residential accommodation as required by Condition 4 of planning permission dated 27/05/08 - LBS Registration No 08-AP-0641 for change of use of basement and ground floors from a Graphics/Printing company to use classes A1 (Retail), A2 (Financial & Professional Services), A3 (Restaurants & Cafes) or D1 (Non-Residential Institutions).		<b>Address</b>  670-672 OLD KENT ROAD, LONDON, SE15 1JF  <b>Ward</b>	

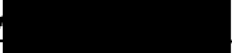
**PURPOSE**

- 1 To consider the above application

**RECOMMENDATION**

- 2 Grant permission

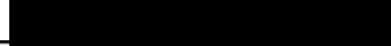
Recommendation proposed by Case Officer:

Signed  date 10/2/09

Recommendation cleared by Team Leader:

Signed  date 10/2/09

Recommendation agreed by Delegated Officer:

Signed  date 11-2-09

Reason Recommendation either not cleared or agreed:

Signed \_\_\_\_\_ date \_\_\_\_\_

**CONSIDERATIONS** [For detailed background and policy considerations please see report on original application]

The details submitted on 09/01/2009 of a scheme to insulate the residential accommodation, as required by condition 4, have been reviewed by the Council's Environmental Protection Team and are found to be acceptable. It is therefore recommended that condition 4 be discharged.

**A17**

# SOUTHWARK COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)



www.southwark.gov.uk

## REFUSAL OF PLANNING PERMISSION

**Applicant** Mr R. Bennetts  
Wazobia Restaurants

**LBS Registered Number** 09-AP-0167

**Date of issue of this decision** 17/04/2009

**Planning Permission was REFUSED for the following development:**

Variation of Condition 2 on approved application 08-AP-0641 to change opening times: Sunday - Thursday 12 noon to 12 midnight and Friday and Saturday 12 noon to 6:00am (currently hours approved are: 07:00 to 23:00 Monday to Sunday).

**At:** 670-672 OLD KENT ROAD, LONDON, SE15 1JF

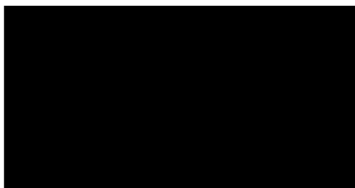
**In accordance with application received on 30/01/2009 Your Ref. No.:**

**and Applicant's Drawing Nos.** Site Plan ( 20.02.09)

**Reason for refusal:**

The proposed variation to opening times, would give rise to undue noise and disturbance to nearby residential properties by reason of people entering and exiting the premises during late night and early morning hours that would normally be quieter. The proposal would therefore be contrary to Policy 3.2 'Protection of Amenity' of the Southwark Plan (UDP) 2007.

Signed



Gary Rice  
Head of Development Management

**Your attention is drawn to the notes accompanying this document**

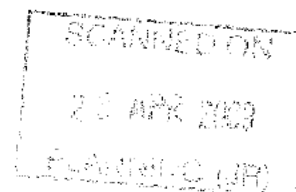
Any enquiries regarding this document should quote the LBS Registered Number and be sent to the Head of Development Management, Southwark Council, Regeneration and neighbourhoods, Planning & transport, Development management, PO Box 64529, London SE1P 5LX, or by email to [planning.enquiries@southwark.gov.uk](mailto:planning.enquiries@southwark.gov.uk)

UPRN: 200003380710

checked by



TP/2168-670



<b>Target Date</b> 10/04/2009	<b>Classification</b> OPEN	<b>Decision Level</b> DELEGATED	<b>Date</b> 15/04/2009
		<b>Title of Report</b> DEVELOPMENT MANAGEMENT	
<b>Proposal</b> (Variation of Condition 2 on approved application 08-AP-0641 to change opening times: Sunday - Thursday 12 noon to 12 midnight and Friday and Saturday 12 noon to 6:00am (currently hours approved are 07:00 to 23:00 Monday to Sunday).		<b>Address</b> 670-672 OLD KENT ROAD, LONDON, SE15 1JF  <b>Ward Livesey</b>	
<b>Application Start Date</b> 20/02/2009		<b>Application Expiry Date</b> 17/04/2009	

**PURPOSE**

- 1 To consider the above application

SCANNED ON  
20 APR 2009  
PLANNING (JR)

**RECOMMENDATION**

- 2 To refuse planning permission

Recommendation proposed by Case Officer:

Signed \_\_\_\_\_ date 16/04/2009

Recommendation cleared by Team Leader:

Signed \_\_\_\_\_ date 17/4/09

Recommendation agreed by Delegated Officer:

Signed \_\_\_\_\_ date 17/4/09

Reason Recommendation either not cleared or agreed:

Signed \_\_\_\_\_ date \_\_\_\_\_

**BACKGROUND**

**Site location and description**

The application premises is 670 and 672 Old Kent Road, a four storey plus basement end of terrace Victorian property located on the south-western side of Old Kent Road. The property is a double fronted retail premises on the ground floor with residential accommodation above. It is located opposite the junction of Hyndman Street and Old Kent Road and is bounded by Christ Church and the Livesey Museum to the south



east and residential properties to the west and north west.

The site lies within an archaeological priority zone, the urban density zone, an air quality management area and the Old Kent Road action area.

#### **Details of proposal**

Variation of Condition 2 on approved application 08-AP-0641 to change opening times: Sunday - Thursday 12 noon to 12 midnight and Friday and Saturday 12 noon to 6:00am (currently hours approved are 07:00 to 23:00 Monday to Sunday)

#### **Planning history**

09-AP-0040 Approval REFUSED for details regarding the arrangements for the storing of refuse as required by condition 5 of planning permission 08-AP-0641.

09-AP-0040 APPROVAL was given for details of a scheme to insulate the residential accommodation as required by condition 4 of planning permission 08-AP-0641.

09-AP-0038 APPROVAL was given for details of a scheme for the ventilation of the premises to an appropriate outlet level, including details of sound attenuation as required by Condition 3 of planning permission 08-AP-0641.

06-AP-0641 Planning permission GRANTED for proposal to change use of basement and ground floors from a Graphics/Printing Company to use classes A1 (Retail), A2 (Financial & Professional Services), A3 (Restaurants and Cafe's) or D1 (Non-residential institutions).

06-AP-2483 Planning permission GRANTED for proposal to convert upper residential floors to 1x2 bedroom, 2x1 bedroom flats and 2x2 bedroom maisonettes, together with construction of two dormer window extensions to rear roofslope.

06-AP-187 Application WITHDRAWN for proposed change of use of basement to restaurant (A3). Installation of external ventilation ducting on side elevation.

06-AP-1115 Planning permission REFUSED for proposed conversion of 1st, 2nd and 3rd floors to provide 6 x 1 bedroom flats

Reasons for refusal: Unsatisfactory quality of and size of accommodation. No provision made for refuse storage or cycling facilities.

05-AP-0083 Planning permission was REFUSED for a proposal to convert the upper floors to provide 4 x 1 bed and 1 x 2 bedroom self contained flats.

Reasons for refusal: unsatisfactory quality of accommodation

03-AP-2252 Planning permission was REFUSED for a proposal to convert the upper floors to provide a total of 6 one bedroom self contained flats, including erection of a 3rd floor rear extension.

Reasons for refusal: Proposed extension would create a dominant obtrusive form and would not enhance the character or appearance of the buildings and the terrace in which it is situated.

The proposal would create an unacceptable sense of enclosure to the detriment of the living conditions that are currently enjoyed by the adjoining residents.

#### **Planning history of adjoining sites**

### 662 Old Kent Road

In January 2001 planning permission for change of use of the ground floor from a shop to a minicab office was GRANTED for a temporary period (reference:00-00-1838). In June 2003 planning permission was GRANTED for continued use of the ground floor as a minicab office, subject to a condition that IT would not be open to personal callers after 10pm Monday to Friday, to ensure no loss of amenity to the flats above (reference:03-AP-0824). The building is now within A2 use, occupied by Alpha Property Services.

### 666 Old Kent Road

In July 2004 planning permission was GRANTED for change of use of the lower ground and ground floors of the building from a hairdressers (Use Class A1) to a health club (Use Class D2) and this consent has been implemented (reference:04-AP-1022).

### 668-670 Old Kent Road

In August 2002 planning permission was REFUSED for change of use from retail (A1) to flats (Use Class C3) and short stay hotel accommodation on the grounds of loss of permanent housing and creation of an unsatisfactory standard of accommodation (reference: 02001102).

In January 2003 a similar application was REFUSED on the grounds of loss of permanent housing (reference:02-AP-2044).

## **FACTORS FOR CONSIDERATION**

### **Main Issues**

The main issues in this case are:

- a] the principle of the development in terms of land use and conformity with strategic policies.
- b] impact upon the amenities of adjoining occupiers

### **Planning Policy**

Southwark Plan 2007 [July]  
Policy 3.2 Protection of Amenity

### **Consultations**

Site notice date: 05/03/2009

Press notice date: N/A

Neighbour consultation letters sent: 04/03/2009

Case officer site visit date: 05/03/2009

### Internal consultees

Access Officer  
Environmental Protection Team

Transport Group  
Waste Management  
Transport for London

Statutory and non-statutory consultees

Not required.

Neighbour consultees

As listed in aco laid.

Re-consultation

Not required.

**Consultation replies**

Internal consultees

Access Officer - raised no objections

Environmental Protection Team - Suggested the additional hour sought for Sunday to Thursday could be accommodated with giving rise to nuisance. However, concerns were raised regarding the adverse impact posed by the proposed 7 additional hours on Friday and Saturday.

Transport Group - raised issues regarding servicing.

Waste Management - raised no objections.

Statutory and non-statutory consultees

Transport for London - raised no objections

Neighbour consultees

0 supports

7 objections.

The main objections received related to concerns that later opening hours would lead to a loss of amenity.

Re-consultation

Not required.

**PLANNING CONSIDERATIONS**

**Principle of development**

The proposal does not seek a change of use or propose new development. It rather seeks to extend the hours of operation of an existing permitted use. In principle there are no objections provided the proposed opening hours do not have a detrimental impact on the amenity of existing and future occupiers adjoining the property and in the surrounding area.

**Impact of proposed development on amenity of adjoining occupiers and surrounding area**

There are concerns that the proposed hours of opening, particularly at the weekend, could have a significant level of harm on the amenity of adjoining occupiers and the

surrounding area. 7 objections were received regarding the impact of the proposed development on amenity. One objector was in particular concerned that the proposal would undermine an existing condition on the site designed to prevent the premises from being used as a Cafe or Restaurant out the hours of 07:00 and 23:00 Monday to Sunday. The purpose of this condition was to ensure no loss of amenity.

The Council's Environmental Protection team have raised concerns regarding impact on amenity and suggested an extension of opening times till 02:00 may be acceptable at the weekend without significantly impacting upon the amenity of the area. On a related note, a recent decision by the licensing department has awarded the applicant an extended liquor license to operate until 12am on weekdays and 2am at the weekend, subject to conditions.

The case officer is concerned that the opening times proposed with this application (06:00am on a Friday and Saturday), are significantly later than suggestions made by the Council's Environmental Protection Team and Licensing team. In this regard, there are concerns that such extended hours of operation on a Friday and Saturday would not safeguard the amenity of the people living in the area due to comings and goings from the site and noise arising from its continued operation into the early hours of the morning. The case officer acknowledges that the Old Kent Road is a major road which has an ambient background road noise level higher than most residential streets. However, the case officer is concerned that the proposed hours of operation will adversely affect present and future occupiers living above the shopping parade and those living behind the application site on Ethnard Road. A loss of amenity, including disturbance from noise would contravene the provisions of Southwark Plan policy 3.2 'Protection of Amenity'.

#### **Traffic issues**

Policy 5.2 of the Southwark Plan 'Transport Impacts' seeks to ensure that developments would not have an adverse impact upon highway safety and policy 5.3 seeks to ensure adequate provision for pedestrians and cyclists.

Overall, there are no objections to the proposal with regard to transport issues. However, concerns have been raised by the transport group regarding the impact extended opening hours would have in terms of the level of servicing required by the property.

#### **Other matters**

None.

#### **Conclusion**

The proposal would result in nuisance and disturbance to amenity to adjoining occupiers and the surrounding area. This would have a detrimental impact on the quality of life for people living in the area contrary to policy 3.2 Protection of amenity. For this reason it is recommended that planning permission is refused.

### **COMMUNITY IMPACT STATEMENT**

In line with the Council's Community Impact Statement the impact of this application has been assessed as part of the application process with regard to local people in respect of their age, disability, faith/religion, gender, race and ethnicity and sexual orientation. Consultation with the community has been undertaken as part of the application process.

- a] The impact on local people is set out above.

b] The following issues relevant to particular communities/groups likely to be affected by the proposal have been identified as

c] The likely adverse or less good implications for any particular communities/groups have been also been discussed above. Specific actions to ameliorate these implications are

### **SUSTAINABLE DEVELOPMENT IMPLICATIONS**

Safeguarding of amenity.

LEAD OFFICER  
REPORT AUTHOR  
CASE FILE  
Papers held at:

Gary Rice  
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TP/2168-670

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Head of Development Management  
Planning Officer [tel. 020 7525 5461]

**A18**



Croydon Magistrates' Court  
CODE 2576  
Barclay Road  
Croydon  
Surrey  
CR9 3NG

Case No. 012400086922

In the matter of:

SPACE INVESTMENTS LIMITED

-v-

LONDON BOROUGH OF SOUTHWARK

-AND-

UNIQUE CRISPIN FOODS LIMITED

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**Proof Of Evidence**  
**Noise Expert appointed by the Appellant**

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Prepared by: Richard Vivian, Big Sky Acoustics Ltd  
Document Ref: 24031197r1  
Date: 17<sup>th</sup> March 2024

## Big Sky Acoustics document control sheet

Project title:	Proof Of Evidence Noise Expert appointed by the Appellant
Document reference:	24031197r1
Date of site visit:	8 <sup>th</sup> - 9 <sup>th</sup> March 2024
Submitted to:	Rosa-Maria Kane DAC Beachcroft LLP 25 Walbrook London EC4N 8AF acting on behalf of Space Investments Limited
Submitted by:	Big Sky Acoustics Ltd 60 Frenze Road Diss IP22 4PB 020 7617 7069 info@bigskyacoustics.co.uk
Prepared by:	Richard Vivian BEng(Hons) MIET MIOA MIOL Director, Big Sky Acoustics Ltd

### Document status and approval schedule

Revision	Description	Date	Approved
0	Approved for issue	14/03/2024	RV
1	Add additional reference to section182 revised guidance	17/03/2024	RV



## **1.0 Qualifications and experience**

- 1.1 My name is Richard Vivian. I am the founder and director of Big Sky Acoustics Ltd. Big Sky Acoustics is an independent acoustic consultancy that is engaged by local authorities, private companies, public companies, residents' groups and individuals to provide advice on the assessment and control of noise.
- 1.2 I have a Bachelor of Engineering Degree with Honours from Kingston University, I am a Member of the Institution of Engineering & Technology, the Institute of Acoustics, and the Institute of Licensing.
- 1.3 I have over thirty years of experience in the acoustics industry and have been involved in acoustic measurement and assessment throughout my career. I have designed sound insulation schemes for a wide range of residential and commercial buildings, developed operational procedures for the control of noise from licensed premises, and am very skilled in the design, configuration and control of amplified music systems. My professional experience has included the assessment of noise in connection with planning, licensing and environmental protection relating to sites throughout the UK. I have given expert evidence in the courts, in licensing hearings, in planning hearings and at public inquiries on many occasions.

## **2.0 Introduction**

- 2.1 Richard Vivian of Big Sky Acoustics Ltd was instructed by Rosa-Maria Kane of DAC Beachcroft LLP, acting on behalf of the Appellant.
- 2.2 The Appellant is Space Investments Ltd ("SIL") and is the leasehold title owner of floors 1-3 of 672b Old Kent Road. The ground floor and basement of 670-672 Old Kent Road is leased to Unique Crispens Food Limited, who trade as Wazobia Restaurant ("Wazobia"). Flats 1-5 of 672b Old Kent Road are directly above the restaurant.

2.3 There have been reports of noise nuisance from Wazobia by the tenants of the flats and SIL have been struggling to retain tenants in these flats.

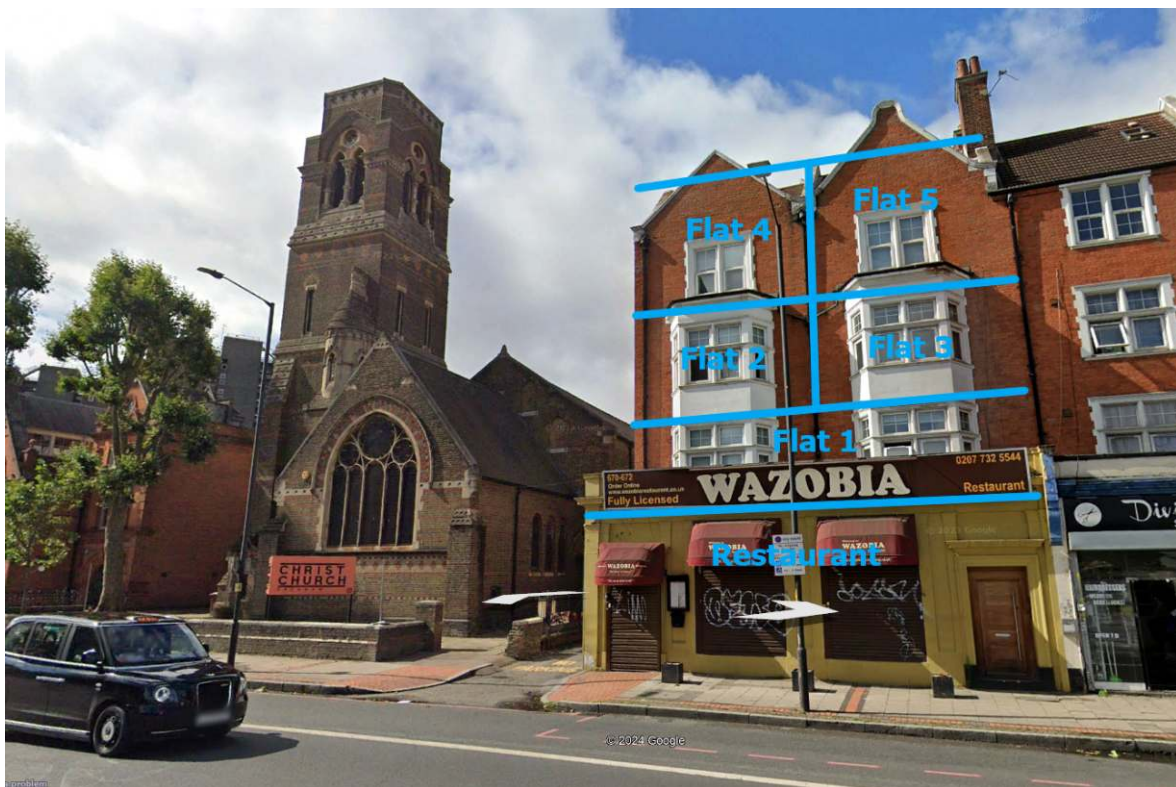


Figure 1: Location of flats above restaurant

### 3.0 Instructions

The instructing solicitor asked me to attend the five flats during the operating hours of the restaurant for the purpose of taking noise measurements and producing an expert report assessing the noise levels experienced in the flats .

### 4.0 Criteria

#### Licensing Act 2003

4.1 The Licensing Act 2003 requires the London Borough of Southwark, in its role as Licensing Authority, to carry out its various licensing functions so as to promote the

following four licensing objectives: The prevention of crime and disorder; Public safety; the prevent of public nuisance; and the protection of children from harm.

- 4.2 Each objective is of equal importance. It is important to note that there are no other licensing objectives, therefore these four are of paramount importance at all times. The Licensing Authority must base its decisions, in relation to determining applications and attaching any conditions to licences, on the promotion of these four licensing objectives.
- 4.3 The Licensing Act 2003 further requires the Licensing Authority to publish a Statement of Licensing Policy (SLP) that sets out the policies the Licensing Authority will apply to promote the licensing objectives when making decisions on applications made under the Act. The current SLP<sup>1</sup> was approved by the Southwark Council Assembly on 27<sup>th</sup> March 2019 and establishes this Authority's policy for the period 2021-2026.
- 4.4 Section 7 of Southwark's SLP addresses hours of operation and provides guidance on closing times for premises in table 2 on page 41, which is shown in Figure 2 below. For restaurants and cafés in this area the recommended closing time is 23:00hrs daily. The area classifications within the borough are illustrated by a map which can be found at Appendix B of the SLP.
- 4.5 Section 10 of Southwark's SLP addresses the licensing objective of the prevention of Public Nuisance and notes at Paragraph 272 that *"Nuisance may often be caused by sound escaping from the premises or transmitted through the structure of the building. While some simple management steps may be taken to reduce the problem, it should be understood that in some premises physical works may be necessary to prevent nuisance being caused to local residents. The likelihood of this increases where regulated entertainments are to be provided; the later the*

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<sup>1</sup> Exhibit RV1 - Southwark Statement of Licensing Policy, 2021 - 2026

*intended hour of operation; where residents live adjacent to, above or close by the premises; or where there are other noise sensitive premises close by. Where physical measures are likely to be necessary expert advice should be sought on appropriate measures."*

4.6 Paragraph 273 of the SLP states *"This Authority expects that the following measures will be considered and applied appropriate to the level of risk of nuisance being created:*

- *The provision of and management control of entrance / exit lobbies, so as to ensure that the integrity of the premises is maintained and internal sound contained;*
- *The provision of acoustic double door lobbies of an adequate residence time;*
- *The provision of acoustic seals and self closers on doors;*
- *The installation and/or maintenance of double glazing/sound resistant glass;*
- *The provision of sound insulation to party walls, floor and ceiling;*
- *The provision of alarms to fire doors or other private external doors;*
- *Keeping doors and windows closed where performances of regulated entertainment take place;*
- *The installation and use of a sound-limiting device for all amplified sound to enable maximum volume and bass to be set at levels appropriate for the premises/event;*
- *The connection of fire doors and/or private external doors to the sound limiting device (so that volume is reduced if the doors are opened);*
- *The provision of additional air conditioning/air cooling to enable doors and windows to remain closed during any entertainment;*
- *The provision of acoustic baffling to any ventilation extract and intake system;*
- *Management and recording of periodic perimeter checks;*
- *Management should ensure that there are sufficient toilet facilities on the premises."*

Type of premises	Major town centres and strategic cultural area	District town centres	Local centres and small shopping parades	Residential areas
	Bankside and Borough London Bridge Canada Water Elephant and Castle (including Walworth Road) Peckham St Mary's Churchyard (Rotherhithe)	Camberwell Herne Hill Lordship Lane Note: Borough and Bankside and London Bridge are also classified as District Town Centres. However, as they have dual Categorization as Strategic Cultural Areas the later hours apply	The Blue Dulwich Village Nunhead Forest Hill Road Great Suffolk Street Southampton Way Southwark Park Road	All other
Restaurants and cafes	Fri – Sat 01:00 Sun – Thurs 00:00	Fri – Sat 0:100 Sun – Thurs 00:00	Fri – Sat 00:30 Sun – Thurs 23:30	23:00 daily
Public houses, wine bars, or Other drinking establishments and bars in other types of premises	Fri – Sat 00:00 Sun – Thurs 23:00	Fri – Sat 00:00 Sun – Thurs 23:00	Fri – Sat 00:00 Sun – Thurs 23:30	23:00 daily
Hotel bars and guest houses	No restrictions for residents	No restrictions for residents	No restrictions for residents	No restrictions for residents
Night clubs (with 'sui generis' planning classification)	Fri – Sat 03:00 Mon - Thurs 01:00 Sun 00:00	Fri – Sat 01:00 Sun – Thurs 00:00	Not considered appropriate	Not considered appropriate
Off-licences and alcohol sales in grocers and supermarkets	00:00 daily	00:00 daily	23:00 daily	23:00 daily
Take-away establishments LNR	Fri – Sat 01:00 Sun - Thurs 00:00	Fri – Sat 01:00 Sun – Thurs 00:00	Fri – Sat 00:00 Sun – Thurs 23:00	Not considered appropriate
Cinemas and theatres	02:00 daily	01:00 daily	00:00 daily	23:00 daily
Vessels	23:00 daily	23:00 daily	23:00 daily	23:00 daily
Qualifying members' clubs	02:00 daily	01:00 daily	00:00 daily	23:00 daily
Event premises/ spaces where sale of alcohol is included in, and ancillary to, range of activities including meals	Fri – Sat 01:00 Sun – Thurs 00:00	Fri – Sat 01:00 Sun – Thurs 00:00	Fri – Sat 00:00 Sun – Thurs 23:00	23:00 daily

**Figure 2: Table 2, page 4, Southwark Statement of Licensing Policy 2021 - 2026, showing area classifications and opening hours for different types of premises**

- 4.7 Paragraph 274 of the SLP adds: *"It is important to understand that, even though recent government deregulation initiatives have relaxed the requirements around the licensing of small scale entertainments taking place during day time hours, all operators remain responsible for preventing public nuisance arising from their premises operation. Failure to prevent public nuisance may give rise to deregulation provisions being removed and endanger the continuation of a premises licence."*
- 4.8 When it comes to the evaluation of noise under the Licensing Act an understanding of the concept of public nuisance is essential. Paragraph 2.22 of the Home Office Guidance<sup>2</sup> states: *"Public nuisance is given a statutory meaning in many pieces of legislation. It is however not narrowly defined in the 2003 Act and retains its broad common law meaning. It may include in appropriate circumstances the reduction of the living and working amenity and environment of other persons living and working in the area of the licensed premises. Public nuisance may also arise as a result of the adverse effects of artificial light, dust, odour and insects or where its effect is prejudicial to health."*
- 4.9 Once those involved in making licensing decisions are satisfied of the existence of a public nuisance, or its potential to exist, the question is how to address it. The guidance is useful in this regard and explains that, in the context of noise nuisance, conditions might be a simple measure such as ensuring that doors and windows are kept closed after a particular time, or persons are not permitted in garden areas of the premises after a certain time, or that more sophisticated measures to mitigate sound escape from the premises may be appropriate noting that conditions in relation to live or recorded music may not be enforceable in circumstances where the entertainment activity itself is not licensable.

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<sup>2</sup> Revised Guidance issued under section 182 of the Licensing Act 2003, December 2023

4.10 The guidance is clear that any conditions appropriate to promote the prevention of public nuisance should be tailored to the type, nature and characteristics of the specific premises and its licensable activities.

4.11 The guidance also states that any appropriate conditions should normally focus on the most sensitive periods. For example, the most sensitive period for people being disturbed by unreasonably loud music is at night and into the early morning when residents in adjacent properties may be attempting to go to sleep or are sleeping. This is why there is still a need for a licence for performances of live music between 23:00 and 08:00hrs even though it is deregulated at other times.

4.12 The current licence for Wazobia Restaurant is premises licence number 831886 issued on 28/06/2010 and includes some conditions relating to the control of noise in Annex 2 including:

- *Condition 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*
- *Condition 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.*
- *Condition 341: The whole premises shall be sound insulated.*

### **Environmental Protection Act 1990**

4.13 In addition to the controls under planning and the Licensing Act 2003, members of the public are protected from noise that is a nuisance.

4.14 The Environmental Protection Act 1990 part III deals with statutory nuisance which includes noise. This Act allows steps to be taken to investigate any complaints which may then result in the issuing of an abatement notice and a subsequent prosecution of any breach of the notice.

4.15 Southwark Council Officers have witnessed noise from Wazobia and satisfied themselves that this noise amounts to a statutory nuisance. On 2<sup>nd</sup> May 2022 a noise abatement notice was served under Section 80 of the Environmental Protection Act 1990 on the Premises Licence Holder in respect of witnessed noise nuisance. On 4<sup>th</sup> June 2022 the notice was contravened and a caution was issued.

### **British Standard 8233**

4.16 BS8233:2014 states that for steady external noise sources, it is desirable that the internal ambient noise level in dwellings does not exceed the guideline values in the table shown below.

<b>Activity</b>	<b>Location</b>	<b>07:00 to 23:00</b>	<b>23:00 to 07:00</b>
Resting	Living room	35 dB L <sub>Aeq,16hour</sub>	-
Dining	Dining room/area	40 dB L <sub>Aeq,16hour</sub>	-
Sleeping (daytime resting)	Bedroom	35 dB L <sub>Aeq,16hour</sub>	30dB L <sub>Aeq,8hour</sub>

**Figure 3: Indoor ambient noise levels for dwellings (from BS8233 Table 4)**

4.17 For dwellings, the main considerations are: a) for bedrooms, the acoustic effect on sleep; and b) for other rooms, the acoustic effect on resting, listening and communicating. For simplicity, only noise without character is considered and the noise levels in the table above are for *steady* external noise sources such as building services plant. Occupants are usually more tolerant of noise without a



specific character<sup>3</sup> than, for example, noise from music or people in neighbouring properties which can trigger complex emotional reactions.

### **London Borough of Southwark Technical Guidance for Noise**

4.18 This technical guidance for noise<sup>4</sup> provides details of expected acoustic standards for various types of development. It is primarily a planning document but makes reference to the SLP and provides specific guidance on licensed premises noise controls in Southwark.

4.19 This document is intended to help ensure consistency in the approach to dealing with noise and planning in Southwark; to highlight the existing policy framework in London and Southwark, and emphasise the importance of noise as a material planning consideration; to provide guidance on measures that can be implemented to mitigate the potentially harmful impacts of noise, both as a result of new noise sources, and as a result of placing new sensitive receptors close to existing noise sources; to provide guidance on the use of planning conditions and Section 106 obligations to reduce noise exposure; to provide guidance on the requirements of noise assessments and the circumstances under which these will be required. The technical guidance requires that *"All new residential units shall be designed to ensure that the internal noise levels within habitable rooms as a result of entertainment noise shall not exceed 27dB L<sub>Aeq,5min</sub>. Predictions and measurements should be made inside the relevant residential units with windows and doors closed."* This level is taken from a DEFRA research paper reference NANR163 as the highest entertainment noise level which was considered to be 'clearly acceptable'.

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<sup>3</sup> Noise has a specific character if it contains features such as a distinguishable, discrete and continuous tone, is irregular enough to attract attention, or has strong low-frequency content, in which case lower noise limits might be appropriate.

<sup>4</sup> Exhibit RV2 - London Borough of Southwark Technical Guidance for Noise, November 2019, Rev3

## 5.0 Recorded noise levels in Flats 1 - 5

- 5.1 I visited the five residential properties above Wazobia on the evening of Friday 8<sup>th</sup> March 2024. The properties are arranged with Flat 1 at first floor level, Flats 2 & 3 on the second floor, Flats 4 & 5 have entrances on the third floor and both extend up to the fourth floor (see Figure 1). I evaluated noise break-in to each flat.
- 5.2 The instrumentation used to carry out the noise measurements was a Cirrus type CR:171B integrating-averaging sound level meter with real-time 1:1 & 1:3 Octave band filters and audio recording conforming to the following standards: IEC 61672-1:2002 Class 1, IEC 60651:2001 Type 1 I, IEC 60804:2000 Type 1, IEC 61252:1993 Personal Sound Exposure Meters, ANSI S1.4-1983 (R2006), ANSI S1.43-1997 (R2007), ANSI S1.25:1991. 1:1 & 1:3 Octave Band Filters to IEC 61260 & ANSI S1.11-2004. The calibration of the measuring equipment was checked prior to and immediately following the tests and no signal variation occurred. Calibration of equipment is traceable to national standards.
- 5.3 Noise measurements were made in continuous samples of 1-second intervals inside the habitable rooms of the five flats visited. Noise measurements are spatial averages in the area around the centre of the rooms tested. Measurements included the  $L_{Aeq}$ ,  $L_{A90}$  and  $L_{Amax}$  indices which are used to indicate the average noise level sampled over a period, the background noise level, and the maximum noise level respectively. Simultaneous octave and third-octave frequency spectra were also obtained during the survey. Measurement duration was generally 5-minutes per sample. Some measurements in occupied rooms were shorter if the  $L_{Aeq}$  level quickly stabilised, although no measurement was shorter than 1-minute. Throughout the course of the survey a microphone wind-shield was used.
- 5.4 The noise data gathered during the survey are summarised in Figure 4 below. This table provides the important A-weighted and C-weighted average equivalent levels,

the  $L_{A90}$  statistical level, and the critical low frequency (bass in music) levels as recorded in each room tested. A glossary is provided at the end of this document.

5.5 All sound pressure levels are given in dB re: 20 $\mu$ Pa.

Time	Location	$L_{Aeq}$	$L_{Ceq}$	$L_{AF90}$	$L_{eq,63Hz}$	$L_{eq,125 Hz}$	Observations
23:24	Flat 1, front bedroom	37	53	34	48	52	Repetitive bass beat
23:31	Flat 1, living room	38	60	35	60	52	Bass beat and vocals noticeable
23:37	Flat 1, front bedroom	41	63	35	63	54	Dominant 63Hz and 125Hz, vibrations in floor
23:44	Flat 2, rear bedroom	33	52	31	47	48	Bass noticeable, plant noise
23:51	Flat 4, front bedroom	33	50	28	47	40	Bass beat, some traffic noise
23:57	Flat 4, rear bedroom	36	52	35	43	50	Bass noticeable in walls but plant noise masking
0:03	Flat 5, bedroom	30	48	27	44	38	Bass beat more noticeable as no masking from plant
0:12	Flat 3, living room	36	48	32	43	39	Obvious bass noise. Test in living room as young child in bedroom
0:14	Hallway outside flat 1	45	63	44	63	56	Very clear music and voices
0:21	Flat 1, rear bedroom	31	52	29	46	43	Music and voices
0:34	Flat 1, rear bedroom	34	54	31	52	46	Noticeable increase in level. Shouting, screaming, whistling
0:36	Flat 1 rear bedroom	41	62	37	61	57	People noise. DJ calling for "the birthday girl". Bass beat
1:30	Flat 1, front bedroom.	42	61	38	61	54	Very dominant bass. Vibration in floor
1:40	Flat 1, living room	38	58	35	57	49	Uptempo track. Bass and vocal noticeable
1:49	Flat 1, front bedroom.	40	60	37	59	53	Noticeable bass, vibration in floor

Figure 4: Measurement data summary

## 6.0 Discussion

6.1 Noise from amplified music was evident in each one of the flats during my tests. Not surprisingly music noise was loudest in Flat 1 which is directly above the restaurant and noise transmission is both via the separating floor and via flanking transmission in the walls. In the two bedrooms tested in Flat 1, and in the living room, it was possible to clearly hear music and to feel vibration from music in the floor. Music noise was at such a level that some songs could be identified, for example Justin Timberlake's *"Rock Your Body"* was identified by a resident during the testing. It was also possible to hear people talking, laughing and shouting in the restaurant below from the bedrooms, and internal hallway, in Flat 1. At one point a large cheer and whooping sounds were heard and a resident suggested

that "*someone is twerking*" in the restaurant. I was unable to verify what activity was occurring though the resident's suggestion was plausible based on the genre of music with a rhythmic bass beat, and the crowd noise that I could hear which built to a crescendo. A DJ/MC using a microphone could also be clearly heard.

- 6.2 The noise I witnessed in Flat 1 very obviously amounts to a nuisance and would directly interfere with rest and sleep. Noise was not only from amplified music but also the sounds of people talking, laughing, shouting, screaming and whistling.
- 6.3 Noise was also noticeable in all the other flats via flanking transmission up the walls. I did note that plant noise (from the restaurant kitchen extract duct) is noticeable in the rooms tested at the rear of the property and plant noise was particularly noticeable in the rear bedrooms of flats 2 and 4. The plant noise in these rooms has a masking effect making the music noise less noticeable.
- 6.4 All the flats experience structureborne low frequency noise from amplified music. This can be seen in the lower octave bands centred at 63Hz (lower bass) and 125 Hz (upper bass) reported in Figure 4.
- 6.5 It is my opinion that the noise witnessed in all flats amounts to a nuisance. If the music noise stopped at 23:00hrs I expect some local authority officers would only consider noise in Flat 1 to be actionable, however, because this noise regularly continues until 03:00hrs, is noticeable and measurable in all five flats, and has resulted in a lengthy complaint history and a number of tenants moving out due to the noise, I am confident that the noise from amplified music amounts to a nuisance in all the flats.
- 6.6 I am also of the opinion that plant noise, which affects some bedrooms to the rear of the building, and has a tonal element, could also be a valid reason for a further noise abatement notice. Commercial extraction plant noise usually has straightforward remedial works to resolve any problems and I would hope that a solution could be quickly expedited.

## 7.0 Further observations

- 7.1 I left the building at 01:58hrs and carried out some observations from the street before leaving the area. By this time the metal shutters had been pulled down at the front of Wazobia but the entrance door was still accessible.
- 7.2 A man walked straight into Wazobia, unchallenged, while I stood outside.
- 7.3 I could see in through the glass entrance door. From that position I could see people dancing and this activity was concentrated at the rear of the premises. I could not see anyone eating a meal at a table but I did not have a clear view of the entire premises. There was no evidence of any security presence on the entrance door and as I looked through the door nobody approached me.
- 7.4 I also observed two men leave the premises and head south-east on the Old Kent Road. After walking approximately 20 metres one stopped and urinated on the wall in front of the church.



**Figure 5: Christ Church Peckham on Old Kent Road approximately 20m from Wazobia which is just to the right of this image**

## 8.0 Recommendations

- 8.1 **Hours** - The recommended closing time for a restaurant in this location is clearly stated in the SLP as 23:00hrs, seven days a week (see Figure 2). It is my recommendation the premises licence is varied in line with Southwark's Licensing Policy and that the restaurant must close at 23:00hrs in order to protect adjacent residents from excessive noise from the commercial activities on the ground floor. I note that this was the recommendation of Southwark Environmental Protection Team (EPT) in their representation to the review application.
- 8.2 **Sound insulation** - It quickly became clear during my testing that there is no effective acoustic isolation between the ground floor restaurant and residential uses above. If there were adequate sound insulation works, and this was simply a matter that the sound system was uncontrolled, then the sound of voices from customers talking and laughing would not be evident in the flat above. I note that Condition 341 of the premises licence requires that "*The whole premises shall be sound insulated*" but I could not find any evidence of sound insulation works when I looked through the windows of the restaurant earlier in the evening, and no submissions from the premises licence holder in any of the papers I have seen indicate that such works have been carried out. I note that the officer making the representation on behalf of the Southwark EPT to the review application expressed doubt as to whether the premises is properly insulated as required by condition 341 of the licence. It is my recommendation that the level of sound insulation be quantified and I suggest that condition 341 is re-drafted to read ***The sound insulation between the ground floor commercial use and residential flats above shall be designed to achieve an airborne sound insulation weighted standardised level difference of greater than 60dB DnT,w + Ctr.*** This would align the sound insulation performance to the recommendations given in the London Borough of Southwark Technical Guidance for Noise.

8.3 **Sound system limiter** - There does not appear to be any control on the sound system maximum levels and throughout the evening the DJ was able to operate the sound system at levels that caused noise, and vibration, in the flats above. I recommend that a robust limiter condition should be included on the premises licence and should read:

***A noise limiter must be fitted to the musical amplification system and maintained in accordance with the following criteria:***

***(a) the limiter must be set at a level determined by and to the satisfaction of an authorised Environmental Health Officer, so as to ensure that no noise nuisance is caused to local residents or businesses,***

***(b) The operational panel of the noise limiter shall then be secured by key or password to the satisfaction of the authorised Environmental Health Officer and access shall only be by persons authorised by the Premises Licence holder,***

***(c) The limiter shall not be altered without prior written agreement from an authorised Environmental Health Officer,***

***(d) No alteration or modification to any existing sound system(s) should be affected without prior knowledge of an Environmental Health Officer, and***

***(e) No additional sound generating equipment shall be used on the premises without being routed through the sound limiter device.***

8.4 A further noise condition should be included that reads:

***No noise generated on the premises, or by its associated plant or equipment, shall emanate from the premises nor vibration be transmitted through the structure of the premises which gives rise to a nuisance.***

- 8.5 Finally, Section 177a of the Licensing Act 2003 deregulates the provision of entertainment consisting of the performance of live music and recorded music provided that there is an audience of no more than 500 patrons, and the music takes place between 08:00hrs and 23:00hrs on the same day. However this deregulation can be removed and the Southwark SLP is clear at paragraph 274 that *"Failure to prevent public nuisance may give rise to deregulation provisions being removed and endanger the continuation of a premises licence."* Therefore an additional condition is required to ensure that the proposed noise control conditions above relating to regulated entertainment can be enforced. I suggest the following wording for this condition: ***The effect of the de-regulation provided by section 177A of the Licensing Act 2003 does not apply to these premises. All conditions relating to live music and recorded music shall apply at all times the premises is open to the public.***
- 8.6 The measures detailed above would address the control of noise generated within the premises. This noise has impacted on the residents in the five flats above for a considerable time and the conditions on the premises licence have not been effective.
- 8.7 The decision of the Licensing Sub-Committee of 31<sup>st</sup> October 2023 did not address the hours of operation of the restaurant despite that being a recommendation from the EPT, or assist in defining the sound insulation requirements of the premises in a robust or enforceable way even though the EPT representation questioned the effectiveness of the existing sound insulation. By applying the precise and enforceable conditions presented above, that have been tailored to the location and characteristics of the premises concerned, the promotion of the licensing objective of the prevention of public nuisance would be demonstrated. Compliance with the recommended conditions would provide proportionate protection to



residents and it would be straightforward to demonstrate compliance, or breach, of these conditions.

## **9.0 Conclusions**

- 9.1 Richard Vivian of Big Sky Acoustics Ltd was instructed by Rosa-Maria Kane of DAC Beachcroft LLP, acting on behalf of the Appellant.
- 9.2 Noise from the restaurant use at ground floor level is noticeable, and measurable in all five flats above and amounts to a nuisance as evidenced by the measurement data which correlates with the complaint history for the site.
- 9.3 I have made recommendations for precise and enforceable conditions to be added to the premises licence to align the hours of operation of the restaurant to those in the Statement of Licensing Policy for a restaurant at this location; to define the sound insulation performance required between the commercial use at ground floor and the residential uses above; and to include a robust limiter condition requiring that a sound system limiter is set at a level that ensures there is not a nuisance due to noise from amplified music in the flats above the premises.

## **Exhibits**

- RV1 Southwark Statement of Licensing Policy, 2021 - 2026
- RV2 London Borough of Southwark Technical Guidance for Noise, November 2019, Rev3

## Glossary

### Sound Pressure Level and the decibel (dB)

A sound wave is a small fluctuation of atmospheric pressure. The human ear responds to these variations in pressure, producing the sensation of hearing. The ear can detect a very wide range of pressure variations. In order to cope with this wide range of pressure variations, a logarithmic scale is used to convert the values into manageable numbers. Although it might seem unusual to use a logarithmic scale to measure a physical phenomenon, it has been found that human hearing also responds to sound in an approximately logarithmic fashion. The dB (decibel) is the logarithmic unit used to describe sound (or noise) levels. The usual range of sound pressure levels is from 0 dB (threshold of hearing) to 140 dB (threshold of pain).

### Frequency and Hertz (Hz)

As well as the loudness of a sound, the frequency content of a sound is also very important. Frequency is a measure of the rate of fluctuation of a sound wave. The unit used is cycles per second, or hertz (Hz). Sometimes large frequency values are written as kilohertz (kHz), where 1 kHz = 1000 Hz. Young people with normal hearing can hear frequencies in the range 20 Hz to 20,000 Hz. However, the upper frequency limit gradually reduces as a person gets older.

### A-weighting

The ear does not respond equally to sound at all frequencies. It is less sensitive to sound at low and very high frequencies, compared with the frequencies in between. Therefore, when measuring a sound made up of different frequencies, it is often useful to 'weight' each frequency appropriately, so that the measurement correlates better with what a person would actually hear. This is usually achieved by using an electronic filter called the 'A' weighting, which is built into sound level meters. Noise levels measured using the 'A' weighting are denoted dBA. A change of 3dBA is the minimum perceptible under normal everyday conditions, and a change of 10dBA corresponds roughly to doubling or halving the loudness of sound.

### C-weighting

The C-weighting curve has a broader spectrum than the A-weighting curve and includes low frequencies (bass) so it can be a more useful indicator of changes to bass levels in amplified music systems.

### Noise Indices

When a noise level is constant and does not fluctuate over time, it can be described adequately by measuring the dB level. However, when the noise level varies with time, the measured dB level will vary as well. In this case it is therefore not possible to represent the noise level with a simple dB value. In order to describe noise where the level is continuously varying, a number of other indices are used. The indices used in this report are described below.

- L<sub>eq</sub>** The equivalent continuous sound pressure level which is normally used to measure intermittent noise. It is defined as the equivalent steady noise level that would contain the same acoustic energy as the varying noise. Because the averaging process used is logarithmic the L<sub>eq</sub> is dominated by the higher noise levels measured.
- L<sub>Aeq</sub>** The A-weighted equivalent continuous sound pressure level. This is increasingly being used as the preferred parameter for all forms of environmental noise.
- L<sub>Ceq</sub>** The C-weighted equivalent continuous sound pressure level includes low frequencies and is used for assessment of amplified music systems.
- L<sub>eq,63Hz</sub>** The equivalent continuous sound pressure level in the octave band centred on 63Hz. This can be considered the lower bass octave in music as it covers the frequency range of 44-88Hz.
- L<sub>eq,125Hz</sub>** The equivalent continuous sound pressure level in the octave band centred on 125Hz. This can be considered the upper bass octave in music covering the range of 88-177Hz.
- L<sub>Amax</sub>** is the maximum A-weighted sound pressure level during the monitoring period. If fast-weighted it is averaged over 125 ms, and if slow-weighted it is averaged over 1 second. Fast weighted measurements are therefore higher for typical time-varying sources than slow-weighted measurements.
- L<sub>A90</sub>** is the A-weighted sound pressure level exceeded for 90% of the time period. The L<sub>A90</sub> is used as a measure of background noise.

### Sound insulation terminology

- D<sub>n,T,w</sub>** Weighted standardised level difference, a single figure generated by comparing the D<sub>n,T</sub> with a reference curve. The reference curve is shifted in 1dB steps until the sum of adverse deviation of the test curve, compared to the reference curve, is as large as possible, but no more than 32.0 dB. The value of the shifted reference curve at 500Hz is taken as the D<sub>n,T,w</sub>. N.B. As D<sub>n,T,w</sub> for airborne transmission represents a level difference, an improvement generates a larger figure.
- C<sub>tr</sub>** A 'spectrum adaptation term' used to correct the D<sub>n,T,w</sub> in order to reflect low frequency performance of the wall or floor tested.

## **EXPERT'S DECLARATION (Civil Cases)**

I Richard Martin Vivian DECLARE THAT:

1. I understand that my duty in providing written reports and giving evidence is to help the Court, and that this duty overrides any obligation to the party by whom I am engaged or the person who has paid or is liable to pay me. I confirm that I have complied and will continue to comply with my duty.
2. I confirm that I have not entered into any arrangement where the amount or payment of my fees is in any way dependent on the outcome of the case.
3. I know of no conflict of interest of any kind, other than any which I have disclosed in my report.
4. I do not consider that any interest which I have disclosed affects my suitability as an expert witness on any issues on which I have given evidence.
5. I will advise the party by whom I am instructed if, between the date of my report and the trial, there is any change in circumstances which affect my answers to points 3 and 4 above.
6. I have shown the sources of all information I have used.
7. I have exercised reasonable care and skill in order to be accurate and complete in preparing this report.
8. I have endeavoured to include in my report those matters, of which I have knowledge or of which I have been made aware, that might adversely affect the validity of my opinion. I have clearly stated any qualifications to my opinion.
9. I have not, without forming an independent view, included or excluded anything which has been suggested to me by others, including my instructing lawyers.
10. I will notify those instructing me immediately and confirm in writing if, for any reason, my existing report requires any correction or qualification.
11. I understand that;
  - 11.1. my report will form the evidence to be given under oath or affirmation;
  - 11.2. questions may be put to me in writing for the purposes of clarifying my report and that my answers shall be treated as part of my report and covered by my statement of truth;
  - 11.3. the court may at any stage direct a discussion to take place between experts for the purpose of identifying and discussing the expert issues in the proceedings, where possible reaching an agreed opinion on those issues and identifying what action, if any, may be taken to resolve any of the outstanding issues between the parties;
  - 11.4. the court may direct that following a discussion between the experts that a statement should be prepared showing those issues which are agreed, and those issues which are not agreed, together with a summary of the reasons for disagreeing;
  - 11.5. I may be required to attend court to be cross-examined on my report by a cross-examiner assisted by an expert;
  - 11.6. I am likely to be the subject of public adverse criticism by the judge if the Court concludes that I have not taken reasonable care in trying to meet the standards set out above.
12. I have read Part 35 of the Civil Procedure Rules, the accompanying practice direction and the Guidance for the instruction of experts in civil claims and I have complied with their requirements.
13. I am aware of the practice direction on pre-action conduct. I have acted in accordance with the Code of Practice for Experts.

### **STATEMENT OF TRUTH**

I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.



Richard Vivian BEng(Hons) MIET MIOA MIOL

**A19**



WAZOBIA  
RESTAURANT, OLD  
KENT ROAD

## Noise Assessment Report

Reference: 13393.RP01.NAR.0  
Prepared: 29 April 2024  
Revision Number: 0

Wazobia Restaurant

# Noise Assessment Report



## WAZOBIA RESTAURANT, OLD KENT ROAD

Reference: 13393.RP01.NAR.0

Prepared: 29 April 2024

Revision	Comment	Date	Prepared By	Approved By
0	First issue of report	29 April 2024	Matt Wildman	Torben Andersen

### Terms of contract:

RBA Acoustics Ltd has prepared this report in accordance with our agreed Scope of Works. RBA Acoustics Ltd shall not be responsible for any use of the report or its contents for any purpose other than that for which it was provided. Should the Client require the distribution of the report to other parties for information, the full report should be copied. No professional liability or warranty shall be extended to other parties by RBA Acoustics Ltd without written agreement from RBA Acoustics Ltd.

The recommendations within this report relate to acoustics performance only and will need to be integrated within the overall design by the lead designer to incorporate all other design disciplines such as fire, structural integrity, setting-out, etc. Similarly, any sketches appended to this report illustrate acoustic principles only and again will need to be developed in to full working drawings by the lead designer to incorporate all other design disciplines.

In line with our Environmental Policy, up to two hard copies of the report will be provided upon request. Additional copies of the report, or further hard copies of revised reports, would be subject to an administrative cost of £20.00 (+VAT) per copy.



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## 1.0 INTRODUCTION

Concerns have been raised regarding the level of noise transfer from Wazobia Restaurant, Old Kent Road into the flats located above the restaurant.

RBA Acoustics attended the restaurant (located on the ground floor) as well as several flats above the restaurant (on the first, second and third floor of the building) in order to assess the level of music noise transfer from the restaurant into the flats directly above. The results of the assessment are included herein.

## 2.0 MEASUREMENT EXERCISE

### 2.1 Existing Levels

Using the restaurant's current in-house sound system, comprised of a single PA speaker, music was played at the typical volume level currently played in the premises. The song 'No Lele' by Wizkid (chosen as an accurate representation of the music played in the restaurant) was played on a constant loop during the measurement exercise. At the current limiter setting, this was just below the volume level where power to the DJ decks would be disconnected momentarily.

Measurements were subsequently undertaken within Flat 1 (located on the first floor of the building directly above the restaurant) and Flat 5 (located on the third floor of the building).

The noise level measured in the restaurant, Flat 1 and Flat 5 during this time are shown in Table 1 below:

Table 1 – Measured Noise Levels

Noise Level in Measurement Location	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz	8kHz	dBA
Wazobia (Ground Floor)	87	90	88	93	89	84	79	78	<b>94</b>
Flat 1 (1st Floor)	60	62	50	36	26	16	12	13	<b>47</b>
Flat 5 (3rd Floor)	47	41	36	28	24	21	20	16	<b>33</b>

Subjectively, the music was clearly audible in most rooms of Flat 1, especially in the rear bedroom below which the speaker was positioned at the time of the exercise. The drums, bass and melody of the music were very prominent and the lyrics were also intelligible in some rooms. The fact that the music was not only audible but clearly discernible suggests a significant issue with the separating floor construction between the restaurant and first floor.

Within Flat 5, only the bass frequencies of the music were just audible above the background noise which consisted mostly of traffic on Old Kent Road.

Due to access issues, full testing was not possible into the 2<sup>nd</sup> floor flats (although some measurements were made). However, we consider the information gained at this stage to be sufficient for us to make reasonable assumptions on the likely future conditions at 2<sup>nd</sup> floor level.

Based on these measured levels, it has subsequently been determined that the likely airborne sound insulation performance level of the separating floor construction between ground and first floor would be in the region of 41 dB  $D_{nT,w} + C_{tr}$ . A summary of the level difference in octave band centre frequencies between the music noise measured in Wazobia and Flat 1 is shown in Table 2 Below.



Table 2 – Level Difference of Separating Floor at Octave Band Centre Frequencies

Separating Construction	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz	8kHz
Separating floor between ground and first floor	27	28	38	58	63	68	67	65

Approved Document E of the Building Regulations outlines the minimum sound insulation performance that is acceptable for a separating partition between a Commercial and Residential uses is 50 dB  $D_{nT,w} + C_{tr}$ . Furthermore, the following is outlined in London Borough of Southwark Technical Guidance For Noise:

*“Party walls, floors and ceilings between the commercial premises and Party walls, floors and ceilings between the commercial premises and residential dwellings shall be designed to achieve the following minimum airborne sound insulation weighted standardized level difference:*

- *For A3 or A5 premises or large A1 cafes, shops and supermarkets: At least 55dB  $D_{nT,w} + C_{tr}$ ”*

It is apparent from this that an additional 14dB of sound insulation performance would be required for the separating floor between Wazobia and the Flats directly above to achieve the requirements of Southwark.

## 2.2 Acceptable Levels

Institute of Acoustics Good Practice Guide on the Control of Noise from Places of Entertainment presents the indicative levels of noise that have been measured inside places of entertainment. According to the guide, the typical noise level of a Busy Restaurant is approximately 80dBA. It is therefore reasonable to suggest that this would be a suitable overall level for setting the limiter for music noise in the restaurant.

Using the measured level noise difference between the restaurant and Flat 1, it is likely that music levels in the region of 80 dBA will result in the music level in the first floor flat being approximately 33 dBA. This assumes a simple overall 14dB reduction to the spectral shape of the existing music as measured within Wazobia. A further breakdown of this calculation is shown in Table 3 below:

Table 3 – Measured Noise Levels

Noise Level in Measurement Location	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz	8kHz	dBA
Wazobia (Ground Floor)	73	76	74	79	75	70	65	64	80
Separating Floor Level Difference	27	28	38	58	63	68	67	65	47
Resultant Noise Level in Flat 1	46	48	36	22	12	2	0	0	33
Measured Background Noise in Flat 1	46	43	30	21	22	20	15	17	29

BS 8233:2014 – “*Guidance on sound insulation and noise reduction for buildings*” presents target internal ambient noise levels for dwellings. Within bedrooms, it is recommended that the internal ambient noise level should not exceed 30 dB  $L_{Aeq}$  over an 8 hour night-time period, which is 3 dB lower than the predicted noise level within Flat 1. Wazobia is licenced to operate until 03:00, meaning music will be played for a maximum of 4 hours of the 8-hour night-time period. It is likely that due to the absence of music noise over the remaining 4 hours of night-time, the overall night-time period averaged noise level will be reduced to a level in the region of of 30 dB  $L_{Aeq}$  or below, demonstrating compliance with the BS8233:2104 limits.

With music noise within Wazobia at the levels set out in Table 3, resultant levels in the third-floor flats would be approximately 18dBA and 21dBA at 2<sup>nd</sup> floor level, which we would anticipate being inaudible.

### 3.0 FURTHER IMPROVEMENTS

Music noise is still likely to be somewhat audible within the first floor flat even with the noise limits adjusted to a maximum level of 80 dBA in the restaurant. Significant improvements to the sound insulation performance of the separating floor construction between Wazobia and the flat above would be required in order to further reduce the noise transfer. Potential improvements to the separating floor could be realised through isolating the floor in Flat 1 or the ceiling within Wazobia.

### 4.0 CONCLUSION

RBA Acoustics have undertaken a noise assessment within Wazobia and the flats above the restaurant.

In relation to the sound insulation itself, we have identified that the levels provided between the ground and 1<sup>st</sup> floor are unlikely to be compliant with the current requirements of Building Regulations. Furthermore, they are substantially below the requirements of London Borough of Southwark.

Notwithstanding the above, we recommend that the noise limiter be set at a level of 80dBA which is appropriate for typical restaurant use.

By reducing the noise within Wazobia to this level, when assessed over an 8 hour period, noise levels within Flat 1 would be in line with the values set out in BS8233.

At this level, we would anticipate that noise transfer to the flats at 2<sup>nd</sup> and 3<sup>rd</sup> floor level would be inaudible.

# Appendix A - Acoustic Terminology

dB	Decibel - Used as a measurement of sound pressure level. It is the logarithmic ratio of the noise being assessed to a standard reference level.
dB(A)	The human ear is more susceptible to mid-frequency noise than the high and low frequencies. To take account of this when measuring noise, the 'A' weighting scale is used so that the measured noise corresponds roughly to the overall level of noise that is discerned by the average human. It is also possible to calculate the 'A' weighted noise level by applying certain corrections to an un-weighted spectrum. The measured or calculated 'A' weighted noise level is known as the dB(A) level. Because of being a logarithmic scale noise levels in dB(A) do not have a linear relationship to each other. For similar noises, a change in noise level of 10dB(A) represents a doubling or halving of subjective loudness. A change of 3dB(A) is just perceptible.
$L_{eq}$	$L_{eq}$ is defined as a notional steady sound level which, over a stated period of time, would contain the same amount of acoustical energy as the actual, fluctuating sound measured over that period (1 hour).
$L_{Aeq}$	The level of notional steady sound which, over a stated period of time, would have the same A-weighted acoustic energy as the A-weighted fluctuating noise measured over that period.
$L_{An}$ (e.g. $L_{A10}$ , $L_{A90}$ )	If a non-steady noise is to be described it is necessary to know both its level and the degree of fluctuation. The $L_n$ indices are used for this purpose, and the term refers to the level exceeded for n% of the time, hence $L_{10}$ is the level exceeded for 10% of the time and as such can be regarded as the 'average maximum level'. Similarly, $L_{90}$ is the average minimum level and is often used to describe the background noise.
$L_{max,T}$	The instantaneous maximum sound pressure level which occurred during the measurement period, T. It is commonly used to measure the effect of very short duration bursts of noise, such as for example sudden bangs, shouts, car horns, emergency sirens etc. which audibly stand out from the general level of, say, traffic noise, but because of their very short duration, maybe only a very small fraction of a second, may not have any effect on the $L_{eq}$ value.

## Appendix B - Instrumentation

The following equipment was used for the measurements

Manufacturer	Model Type	Serial No.	Calibration	
			Certificate No.	Valid Until
Norsonic Type 1 Sound Level Meter	Nor140	1404477	U42454	16 November 2024
Norsonic Pre Amplifier	1209	13720		
Norsonic ½" Microphone	1225	384519	42453	16 November 2024
Norsonic Sound Calibrator	1251	35378	U45452	16 November 2024

RBA ACOUSTICS

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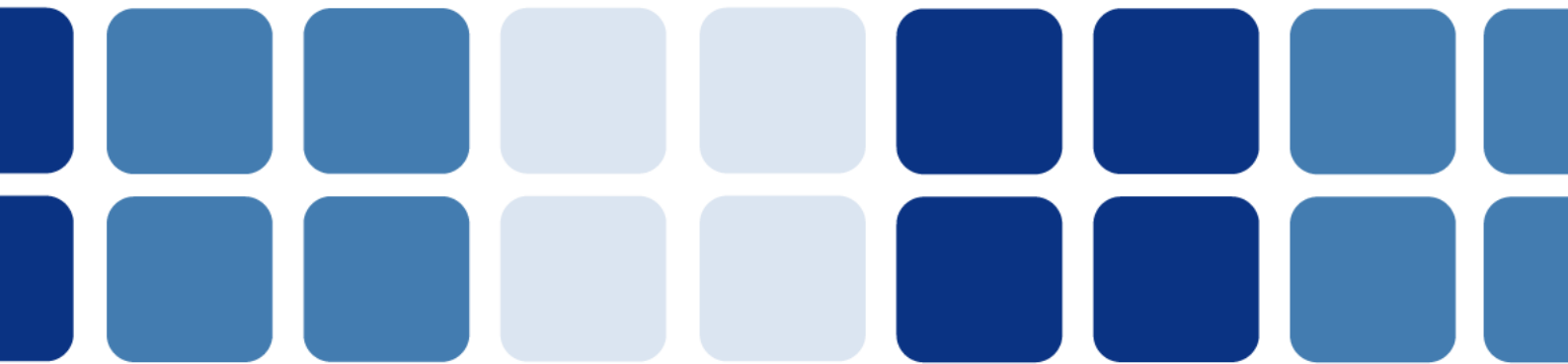
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**A20**



Croydon Magistrates' Court  
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Case No. 012400086922

In the matter of:

SPACE INVESTMENTS LIMITED

-v-

LONDON BOROUGH OF SOUTHWARK

-AND-

UNIQUE CRISPIN FOODS LIMITED

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**Rebuttal Proof Of Evidence  
Noise Expert appointed by the Appellant**

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Prepared by: Richard Vivian, Big Sky Acoustics Ltd  
Document Ref: 24051212r1  
Date: 16<sup>th</sup> May 2024

**Big Sky Acoustics document control sheet**

Project title:	Rebuttal Proof Of Evidence Noise Expert appointed by the Appellant
Document reference:	24051212r1
Submitted to:	Rosa-Maria Kane DAC Beachcroft LLP 25 Walbrook London EC4N 8AF acting on behalf of Space Investments Limited
Submitted by:	Big Sky Acoustics Ltd 60 Frenze Road Diss IP22 4PB 020 7617 7069 info@bigskyacoustics.co.uk
Prepared by:	Richard Vivian BEng(Hons) MIET MIOA MIOL Director, Big Sky Acoustics Ltd

**Document status and approval schedule**

Revision	Description	Date	Approved
0	Approved for issue	16/05/2024	RV
1	Typographic correction	16/05/2024	RV



## **1.0 Qualifications and experience**

- 1.1 My name is Richard Vivian. I am the founder and director of Big Sky Acoustics Ltd. Big Sky Acoustics is an independent acoustic consultancy that is engaged by local authorities, private companies, public companies, residents' groups and individuals to provide advice on the assessment and control of noise.
- 1.2 I have a Bachelor of Engineering Degree with Honours from Kingston University, I am a Member of the Institution of Engineering & Technology, the Institute of Acoustics, and the Institute of Licensing.
- 1.3 I have over thirty years of experience in the acoustics industry and have been involved in acoustic measurement and assessment throughout my career. I have designed sound insulation schemes for a wide range of residential and commercial buildings, developed operational procedures for the control of noise from licensed premises, and am very skilled in the design, configuration and control of amplified music systems. My professional experience has included the assessment of noise in connection with planning, licensing and environmental protection relating to sites throughout the UK. I have given expert evidence in the courts, in licensing hearings, in planning hearings and at public inquiries on many occasions.

## **2.0 Introduction**

- 2.1 Richard Vivian of Big Sky Acoustics Ltd was instructed by Rosa-Maria Kane of DAC Beachcroft LLP, acting on behalf of the Appellant, to carry out a technical review of the 'Noise Assessment Report' (Reference: 13393.RP01.NAR.0) prepared for the premises licence holder by Mr Matt Wildman of RBA Acoustics Ltd.
- 2.2 In order to address the most significant issues I have not sought to rebut all the points in Mr Wildman's evidence with which I disagree. The fact that I do not expressly rebut a point is not an indication that I accept it.

### **3.0 Noise Assessment Report by Matt Wildman**

- 3.1 The following comments given are not exhaustive and are intended to inform in respect of the technical aspects of the noise assessment presented by Mr Wildman in his report dated 29<sup>th</sup> April 2024.
- 3.2 Mr Wildman does not assist by providing details of his qualifications, or his professional memberships, or his relevant experience, as is normal practice for an expert report.
- 3.3 In Section 1.0 Mr Wildman advises that "*RBA Acoustics attended the restaurant...*". It is not clear from the report if that means Mr Wildman attended the site himself.
- 3.4 Mr Wildman does not provide the date, or the time, of the site visit by RBA Acoustics. If the assessment was made during the day then there would have been masking noise from other noise sources including, and significantly, heavy road traffic flow on the Old Kent Road. As the restaurant operates until the early hours of the morning any assessment against background noise should be done at a representative time when there is lower, or no, masking noise from road traffic or from other daytime noise sources that would not be present late at night. Alternatively, this point about masking noise should be acknowledged by Mr Wildman in his report and corrections made for higher ambient noise levels in his assessment.
- 3.5 Mr Wildman does not state if he witnessed the restaurant in operation.
- 3.6 At Section 2.1 Mr Wildman states the "*in-house sound system comprised of a single PA speaker*". No make or model of the speaker is provided by Mr Wildman or a description of the size of the loudspeaker. As the loudspeaker is *the* noise-generating device in this investigation the specification of that device is important

information. In the absence of a detailed specification then a photograph of the loudspeaker would have been of some assistance.

3.7 It is normal for there to be multiple loudspeakers providing an even coverage of sound across the customer areas in a licensed premises, particularly a premises with regular DJ promotions. During my testing there was a loudspeaker operating at the front of the premises and this noise source was clearly noticeable in the living room and front bedroom of Flat 1. It may be that additional loudspeakers had been removed for Mr Wildman's visit, and I suspect that more than one loudspeaker is typically used during DJ events.

3.8 Section 2.1 also refers to "*the current limiter setting, this was just below the volume level where power to the DJ decks would be disconnected momentarily*" but no detail is provided as to the make of the limiter, the model number, or the calibration details. The type of limiter that "*disconnects power*" would not normally do so "*momentarily*" but without details of the device it remains uncertain if the method of operation of the limiter is correctly described or if the device is appropriate for this type of sound installation.

3.9 Table 1 shows a *bass-light* noise profile (i.e. the bass frequencies are lower than the A-weighted level) which, I suggest, is unrealistic for the type of Afrobeat music style promoted at this premises. For high-quality sound reproduction of bass-orientated music levels in the 63Hz and 125Hz octave bands often exceed the A-weighted level by 5-10dB.

3.10 Mr Wildman notes that music is clearly audible in the flats and that lyrics were intelligible in some rooms. This is helpful as even with one speaker playing at these bass-light levels, and in the presence of masking noise from traffic, music noise is confirmed as being as intrusive in the flats.

- 3.11 Still in Section 2.1, in the first paragraph on page 2, Mr Wildman states "*Approved Document E of the Building Regulations outlines the minimum sound insulation performance that is acceptable for a separating partition between a commercial and Residential uses is 50 dB  $D_{nT,w} + C_{tr}$* ". This is not correct, Approved Document E does not specify an absolute level for the minimum sound insulation between commercial and residential uses. What it does say, at paragraph 0.8, is "*A higher standard of sound insulation may be required between spaces used for normal domestic purposes and communal or non-domestic purposes. In these situations the appropriate level of sound insulation will depend on the noise generated in the communal or non-domestic space. Specialist advice may be needed to establish if a higher standard of sound insulation is required and, if so, to determine the appropriate level.*"
- 3.12 In Section 2.2 Mr Wildman makes reference to the "*Institute of Acoustics Good practice Guide on the control of Noise from places of Entertainment*". This document is yet to be published and is still in a draft format. It should not be referenced as guidance as it is not been approved by the Institute of Acoustics or any other body.
- 3.13 In Section 2.2 Mr Wildman quotes guidance for internal ambient levels from British Standard 8233. These figures are for steady external noise sources, eg constant plant noise, not music which is time-varying and has a distinctive character. This use of BS8233 is therefore incorrect.
- 3.14 The proposal by Mr Wildman to limit music noise to 80dBA fails to acknowledge the limitations of the A-weighted measurement curve. Put very simply the A-weighted measurement does not include bass frequencies found in music and so is an inadequate descriptor, and hence inadequate control limit level, for music noise.

3.15 Mr Wildman's finding that improvement to the sound insulation between the restaurant and residential uses above is required is correct, and consistent with my recommendation that the existing Condition 341 on the premises licence is inadequate and should be re-drafted to read ***The sound insulation between the ground floor commercial use and residential flats above shall be designed to achieve an airborne sound insulation weighted standardised level difference of greater than 60dB DnT,w + Ctr.*** This would align the sound insulation performance of the separating floor to the recommendations given in the London Borough of Southwark Technical Guidance for Noise.

#### **4.0 Conclusions**

- 4.1 Richard Vivian of Big Sky Acoustics Ltd was instructed by Rosa-Maria Kane of DAC Beachcroft LLP, acting on behalf of the Appellant, to carry out a technical review of the 'Noise Assessment Report' (Reference: 13393.RP01.NAR.0) prepared for the premises licence holder by Mr Matt Wildman of RBA Acoustics Ltd.
- 4.2 Mr Wildman's acknowledgement that noise from the restaurant use at ground floor level is "*clearly audible*" in residential flats, and that "*the drums, bass and melody of the music were very prominent and the lyrics were also intelligible in some rooms*" is helpful, but his assessment method contains some errors which have been identified in this document.
- 4.3 The recommendation to set the limiter to 80dBA does not protect residents from music noise and, by his admission, Mr Wildman states that even at this reduced level music noise is still likely to be somewhat audible within the first floor flat.
- 4.4 I am confident that Mr Wildman has been able to identify the problem that noise from the restaurant directly impacts residents in the flats above, but his recommendation that 80dBA would be an acceptable operating level is not a

complete solution and provides no protection to the residents in the first-floor flat. Improvements to the sound system controls are welcomed and these need to be in combination with a substantial upgrade to the sound insulation performance of the separating floor between the ground floor and first floor residential uses as outlined in my recommendations. This becomes even more important for trading at night when residents will be resting and sleeping.

Richard Vivian BEng(Hons) MIET MIOA MIOL  
16<sup>th</sup> May 2024

## Glossary

### Sound Pressure Level and the decibel (dB)

A sound wave is a small fluctuation of atmospheric pressure. The human ear responds to these variations in pressure, producing the sensation of hearing. The ear can detect a very wide range of pressure variations. In order to cope with this wide range of pressure variations, a logarithmic scale is used to convert the values into manageable numbers. Although it might seem unusual to use a logarithmic scale to measure a physical phenomenon, it has been found that human hearing also responds to sound in an approximately logarithmic fashion. The dB (decibel) is the logarithmic unit used to describe sound (or noise) levels. The usual range of sound pressure levels is from 0 dB (threshold of hearing) to 140 dB (threshold of pain).

### Frequency and Hertz (Hz)

As well as the loudness of a sound, the frequency content of a sound is also very important. Frequency is a measure of the rate of fluctuation of a sound wave. The unit used is cycles per second, or hertz (Hz). Sometimes large frequency values are written as kilohertz (kHz), where 1 kHz = 1000 Hz. Young people with normal hearing can hear frequencies in the range 20 Hz to 20,000 Hz. However, the upper frequency limit gradually reduces as a person gets older.

### A-weighting

The ear does not respond equally to sound at all frequencies. It is less sensitive to sound at low and very high frequencies, compared with the frequencies in between. Therefore, when measuring a sound made up of different frequencies, it is often useful to 'weight' each frequency appropriately, so that the measurement correlates better with what a person would actually hear. This is usually achieved by using an electronic filter called the 'A' weighting, which is built into sound level meters. Noise levels measured using the 'A' weighting are denoted dBA. A change of 3dBA is the minimum perceptible under normal everyday conditions, and a change of 10dBA corresponds roughly to doubling or halving the loudness of sound.

### C-weighting

The C-weighting curve has a broader spectrum than the A-weighting curve and includes low frequencies (bass) so it can be a more useful indicator of changes to bass levels in amplified music systems.

### Noise Indices

When a noise level is constant and does not fluctuate over time, it can be described adequately by measuring the dB level. However, when the noise level varies with time, the measured dB level will vary as well. In this case it is therefore not possible to represent the noise level with a simple dB value. In order to describe noise where the level is continuously varying, a number of other indices are used. The indices used in this report are described below.

- $L_{eq}$**  The equivalent continuous sound pressure level which is normally used to measure intermittent noise. It is defined as the equivalent steady noise level that would contain the same acoustic energy as the varying noise. Because the averaging process used is logarithmic the  $L_{eq}$  is dominated by the higher noise levels measured.
- $L_{Aeq}$**  The A-weighted equivalent continuous sound pressure level. This is increasingly being used as the preferred parameter for all forms of environmental noise.
- $L_{Ceq}$**  The C-weighted equivalent continuous sound pressure level includes low frequencies and is used for assessment of amplified music systems.
- $L_{eq,63Hz}$**  The equivalent continuous sound pressure level in the octave band centred on 63Hz. This can be considered the lower bass octave in music as it covers the frequency range of 44-88Hz.
- $L_{eq,125Hz}$**  The equivalent continuous sound pressure level in the octave band centred on 125Hz. This can be considered the upper bass octave in music covering the range of 88-177Hz.
- $L_{Amax}$**  is the maximum A-weighted sound pressure level during the monitoring period. If fast-weighted it is averaged over 125 ms, and if slow-weighted it is averaged over 1 second. Fast weighted measurements are therefore higher for typical time-varying sources than slow-weighted measurements.
- $L_{A90}$**  is the A-weighted sound pressure level exceeded for 90% of the time period. The  $L_{A90}$  is used as a measure of background noise.

### Sound insulation terminology

- $D_{nT,w}$**  Weighted standardised level difference, a single figure generated by comparing the  $D_{nT}$  with a reference curve. The reference curve is shifted in 1dB steps until the sum of adverse deviation of the test curve, compared to the reference curve, is as large as possible, but no more than 32.0 dB. The value of the shifted reference curve at 500Hz is taken as the  $D_{nT,w}$ . N.B. As  $D_{nT,w}$  for airborne transmission represents a level difference, an improvement generates a larger figure.
- $G_T$**  A 'spectrum adaptation term' used to correct the  $D_{nT,w}$  in order to reflect low frequency performance of the wall or floor tested.

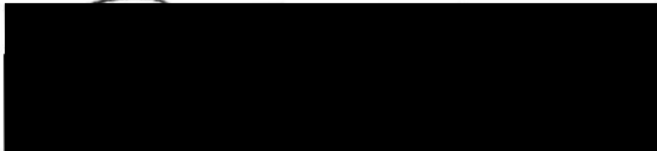
## **EXPERT'S DECLARATION (Civil Cases)**

I Richard Martin Vivian DECLARE THAT:

1. I understand that my duty in providing written reports and giving evidence is to help the Court, and that this duty overrides any obligation to the party by whom I am engaged or the person who has paid or is liable to pay me. I confirm that I have complied and will continue to comply with my duty.
2. I confirm that I have not entered into any arrangement where the amount or payment of my fees is in any way dependent on the outcome of the case.
3. I know of no conflict of interest of any kind, other than any which I have disclosed in my report.
4. I do not consider that any interest which I have disclosed affects my suitability as an expert witness on any issues on which I have given evidence.
5. I will advise the party by whom I am instructed if, between the date of my report and the trial, there is any change in circumstances which affect my answers to points 3 and 4 above.
6. I have shown the sources of all information I have used.
7. I have exercised reasonable care and skill in order to be accurate and complete in preparing this report.
8. I have endeavoured to include in my report those matters, of which I have knowledge or of which I have been made aware, that might adversely affect the validity of my opinion. I have clearly stated any qualifications to my opinion.
9. I have not, without forming an independent view, included or excluded anything which has been suggested to me by others, including my instructing lawyers.
10. I will notify those instructing me immediately and confirm in writing if, for any reason, my existing report requires any correction or qualification.
11. I understand that;
  - 11.1. my report will form the evidence to be given under oath or affirmation;
  - 11.2. questions may be put to me in writing for the purposes of clarifying my report and that my answers shall be treated as part of my report and covered by my statement of truth;
  - 11.3. the court may at any stage direct a discussion to take place between experts for the purpose of identifying and discussing the expert issues in the proceedings, where possible reaching an agreed opinion on those issues and identifying what action, if any, may be taken to resolve any of the outstanding issues between the parties;
  - 11.4. the court may direct that following a discussion between the experts that a statement should be prepared showing those issues which are agreed, and those issues which are not agreed, together with a summary of the reasons for disagreeing;
  - 11.5. I may be required to attend court to be cross-examined on my report by a cross-examiner assisted by an expert;
  - 11.6. I am likely to be the subject of public adverse criticism by the judge if the Court concludes that I have not taken reasonable care in trying to meet the standards set out above.
12. I have read Part 35 of the Civil Procedure Rules, the accompanying practice direction and the Guidance for the instruction of experts in civil claims and I have complied with their requirements.
13. I am aware of the practice direction on pre-action conduct. I have acted in accordance with the Code of Practice for Experts.

### **STATEMENT OF TRUTH**

I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.





**A21**

**From:** [REDACTED]  
**Subject:** Re: Update  
**Date:** 05 June 2024 14:07:09

---

Hey! I let them in after 2:30 pm in the afternoon. They stayed for 40min? More or less.

All the best,  
Eliise  
Sent from my iPhone

On 5 Jun 2024, at 13:05, [REDACTED] wrote:

Hi Eliise,

Thank you for the below, this is very helpful.

Are you able to specify the time they attended? Was it before/after 9pm; or 11pm?

Many thanks.

**Kind regards,**

**Alvyda Tumaite**

[REDACTED]  
[REDACTED]  
[REDACTED]

**A:** 15 Theed Street, London, SE1 8ST

<!--[if !vml]--> <!--[endif]-->

[<image005.jpg>](#)

[<image006.jpg>](#)

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**Sent:** Wednesday, June 5, 2024 12:59 PM

**To:** Alvyda Tumaite [REDACTED]

**Subject:** Re: Update

Hey Alvyda

They came on 19th of april ( friday afternoon) and turned the music up and down. But i also told the sound specialist that the max volume they tested is definitely not the max. It was so quiet, it only plays music that quiet before 9pm.

It was very weird and the music that night was so quiet, it was nice. I thought its fixed but next day it was back to very loud music...

All the best,



On 5 Jun 2024, at 12:39, Alvyda Tumaite

 wrote:

Hi Julia,

Hope you are well.

Further to the below you mentioned restaurants acoustic specialists also visited the flat to measure the noise levels, either after or before we sent ours. Would you please be able to recall what day of the week the restaurants specialist attended (workday/weekend), and what time (daytime/evening/late night)? At least approximately?

We are preparing for court next week and this information would be much helpful.

Please kindly let us know at the earliest convenience.

Many thanks.

**Kind regards,**

**Alvyda Tumaite**



<image003.jpg>

<image004.jpg>

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**From:** Alvyda Tumaite  
**Sent:** Tuesday, May 7, 2024 1:01 PM  
**To:** [REDACTED]  
**Subject:** RE: Update

Hi [REDACTED]

Thank you for the below and update.

The court hearing date has been confirmed to take place on 10<sup>th</sup> and 11<sup>th</sup> June. Note our aim is to reduce working hours of restaurant downstairs to 11pm every day.

Your feedback and update on current noise levels will most definitely help to the case. If you and your flatmates could keep us updated every time you experience excessive noise. I would ask you to keep same noise diary as previous, copy attached. I can arrange for hard copies to be posted with prepaid envelope – please let me know if you would be willing to fill and I will post copies asap.

Many thanks.

**Kind regards,**

**Alvyda Tumaite**  
**Passion Property Group**

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

---

**From:** [REDACTED]  
**Sent:** Sunday, May 5, 2024 11:00 PM

**To:** Alvyda Tumaite [REDACTED]

**Subject:** Update

Hi Alvyda,

I Hope you are well! I just wanted to check in and see if there's any updates on the music situation, We had the owner come recently testing the sound as you probably know however it seems like not much has changed since the engineer changed the music level, the music is just more muffled

I just wanted an update as I have to wake up at 5 am for work on the weekends and unfortunately it's very disturbing and I can't get any sleep, it is currently Sunday night and there is music blasting, just very frustrating.

Please update us when you can.

Thank you

Julia

670 old Kent road

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.

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.

**A22**



Unique Crispens Food  
Limited  
62 St. Fillans Road  
Catford  
London  
SE6 1DG

**Licensing Unit**  
Direct Line: 020 7525 4642  
Direct Fax: 020 7525 5735  
Complaint Reference: 976036

6 May 2022

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.

**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  
12-28 Manor Place  
London  
SE17 3BB

**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

**From:** Kane Rosa-Maria [REDACTED]  
**Sent:** Thursday, July 4, 2024 3:35 PM  
**To:** Regen, Licensing <[Licensing.Regen@southwark.gov.uk](mailto:Licensing.Regen@southwark.gov.uk)>  
**Subject:** 670 Old Kent Road - Premises Licence Review [DACB-ACTIVE1.FID3417071]

Dear Sirs

We act for Space Investments Ltd, the applicant.

Please find attached:-

1. Email dated 5 June 2024
2. Representations with Annexure
3. Noise diary

The following individuals, who live directly above the restaurant, will be attending the review hearing:

- Julia Anna Fendryk
- Eliise Trin Raun
- Anna Mankowska.

Kind regards

**Rosa-Maria Kane**  
Associate – Real Estate Litigation  
DAC Beachcroft LLP

**DAC BEACHCROFT**

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**From:** [REDACTED]  
**Sent:** Wednesday, June 5, 2024 2:07 PM  
**To:** Alvyda Tumaite [REDACTED]  
**Subject:** Re: Update

Hey! I let them in after 2:30 pm in the afternoon. They stayed for 40min? More or less.

All the best,  
Eliise  
Sent from my iPhone

On 5 Jun 2024, at 13:05, Alvyda Tumaite [REDACTED] wrote:

Hi Eliise,

Thank you for the below, this is very helpful.

Are you able to specify the time they attended? Was it before/after 9pm; or 11pm?

Many thanks.

Kind regards,

**Alvyda Tumaite**  
**Passion Property Group**



---

**From:** [REDACTED]  
**Sent:** Wednesday, June 5, 2024 12:59 PM

To: Alvyda Tumaite [REDACTED]  
Subject: Re: Update

Hey Alvyda

They came on 19th of april ( friday afternoon) and turned the music up and down. But i also told the sound specialist that the max volume they tested is definitely not the max. It was so quiet, it only plays music that quiet before 9pm.

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All the best,

[REDACTED]

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Hi Julia,

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We are preparing for court next week and this information would be much helpful.

Please kindly let us know at the earliest convenience.

Many thanks.

Kind regards,

Alvyda Tumaite  
Passion Property Group

[REDACTED]



## BEFORE SOUTHWARK LICENSING SUB-COMMITTEE

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### APPENDIX A TO SUBMISSIONS ON BEHALF OF THE APPLICANT FOR REVIEW

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The Appellant seeks the modification of the Premises Licence as follows:

#### **Licensable Activities**

##### Live music- indoors

Monday to Sunday: 12:00 to 23:00

##### Recorded music- indoors

Monday to Sunday: 12:00 to 23:00

##### Late night refreshment

N/A

##### Sale by Retail of Alcohol (On Sales)

Monday to Sunday: 12:00 to 23:00

##### Opening Hours

Monday to Sunday: 12:00 to 23:00

#### **Conditions To Be Added**

1. 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.

2. That clearly legible signage stating a dedicated contact number for the premises will be prominently displayed where it can easily be seen and read by passers-by. The signage will state 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 will be free from obstruction 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.
3. That a noise limiter must be fitted to the musical amplification system and maintained in accordance with the following criteria:
  - i. the limiter must be set at a level determined by and to the satisfaction of an authorised Environmental Health Officer, so as to ensure that no noise nuisance is caused to local residents or businesses;
  - ii. the operational panel of the noise limiter shall then be secured by key or password to the satisfaction of the authorised Environmental Health Officer and access shall only be by persons authorised by the Premises Licence Holder;
  - iii. the limiter shall not be altered without prior written agreement from an authorised Environmental Health Officer;
  - iv. no alteration or modification to any existing sound system(s) should be effected without prior knowledge of an authorised Environmental Health Officer; and
  - v. no additional sound generating equipment shall be used on the premises without being routed through the sound limiter device.
4. That all external doors and windows at the premises shall be kept closed except to allow ingress and egress to and from the premises.
5. That no noise generated on the premises, or by its associated plant or equipment, shall emanate from the premises nor vibration be transmitted through the structure of the premises which gives rise to a nuisance.



6. That the effect of deregulation provided by section 177A of the Licensing Act 2003 does not apply to these premises. All conditions relating to live music and recorded music shall apply at all times the premises is open to the public.

### **Conditions To Be Amended and Removed**

7. That condition 341 be amended as follows: The sound insulation between the ground floor and the first storey above shall be designed to achieve an airborne sound insulation weighted standardised level difference of greater than 60dB DnT,w + Ctr.
8. That condition 846 be amended as follows: 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 limited to):

- i. Details of customer/staff egress at the premises shall be managed to minimise causing nuisance.
- ii. Details of public transport and taxis in the vicinity and how customers will be advised in respect of it.
- iii. The management of the “winding down” period at the premises.
- iv. Details of the use of security/stewarding in respect of managing customer dispersal from the premises.
- v. The management of ejections from the premises.
- vi. How any physical altercations at the premises are to be managed.

All staff should be trained in the latest version of the dispersal policy. Details of which will be recorded in the staff training logs at the premises. The dispersal policy shall be made immediately available to responsible authority officers on request.

9. That condition 845 be amended to delete the words 'or when the terminal hour is after 00:30 hours' and to include that the SIA registered door supervisors shall remain at the premises until all patrons have vacated the premises and until at least 30 minutes after the premises close.
  
10. That condition 842 be replaced with the following condition, as form 696 no longer exists: That any third 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 6 months from the date of the event and be made immediately available to responsible authority officers on request.
  
11. That conditions 808, 841 and 854 are removed from the Premises Licence.

**MICHAEL FEENEY**  
**Francis Taylor Building**  
**5 July 2024**

## BEFORE SOUTHWARK LICENSING SUB-COMMITTEE

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### SUBMISSIONS ON BEHALF OF THE APPLICANT FOR REVIEW

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*Suggested Pre-Reading: The two witness statements of Alvyda Tumaite and the two proofs of evidence of Richard Vivian*

#### INTRODUCTION

1. Space Investments Limited ('the Applicant') applied for review of the premises licence of Wazobia Restaurant, 670-672 Old Kent Road, London SE15 1JF (respectively 'the Premises Licence' and 'the Premises') on 23 August 2023. In a decision dated 31 October 2023 ("the Original Decision") the London Borough of Southwark ('the Council') decided to impose further conditions.
2. This decision was appealed by the Applicant and as part of the appeal the Applicant submitted further evidence, including expert noise evidence. In light of this evidence the Council confirmed that it did not oppose the appeal and adopted a neutral position. At a hearing on 10 June 2024 DJ Benjamin ordered that the appeal be remitted for re-hearing by the Council's Licensing Sub-Committee:

To determine the review afresh at a rehearing, as soon as practicable, and – in particular – to obtain the views of the LET and the EPT on this matter, and to decide, with reasons, whether the hours should be reduced and what if any further conditions should be imposed.
3. These submissions summarise the Applicant's case for the re-hearing of the application for review. The Applicant understands that since the hearing on 10 June 2024, the licence has been transferred from Unique Crispens Food Limited ('the Previous PLH') to Faith Catering Limited.
4. Prior to the hearing on 8 August 2024, an updated version of these submissions with page numbers to the committee papers will be provided.

## **FACTUAL BACKGROUND**

5. The Premises is located on the ground floor of a four-storey building.
6. On 13 March 2007 planning permission was granted to convert the upper floors above the Premises into 5 flats. The officer report notes that the previous use of the upper floors was as a house in multiple occupation.
7. On 27 May 2008 planning permission was granted for the change of use of the basement and ground floors from a graphics/printing company to use classes A1 (Retail), A2 (Financial & Professional Services), A3 (Restaurant & Cafés) or D1 (Non-residential institution). Condition 2 required that if the Premises were to be used as a restaurant or café, then the use shall not be carried on outside of the hours 07:00 to 23:00 Monday to Sunday in order to ensure no loss of amenity through noise and disturbance to the adjoining residential occupiers. Condition 4 required submission of details of a scheme to insulate the residential accommodation.
8. On 17 February 2015 planning permission was granted for internal alterations to the upper floors to provide five flats. This permission was obtained to revise the internal layout of the five flats that had originally been granted permission in 2007.
9. The Appellant has owned and managed the five flats in the three storeys above the Premises since 2014 on a long leasehold basis. The Appellant and the Second Respondent share a landlord. The Appellant's tenants began to complain of noise from the Premises after Covid-19 restrictions were relaxed in 2021.
10. The numerous complaints from the Appellant's tenants (flats 1, 4 and 5) received between 29 May 2021 and 29 July 2023 are detailed in paragraphs 10-31 of Alvyda Tumaite's first witness statement, and video recordings from the complaints are exhibited to Ms Tumaite's witness statement as well. The detail provided in Ms Tumaite's witness statement is not repeated here, but the

committee members are requested to read this evidence carefully so as to understand the significant extent and impact of the noise nuisance caused by the Premises.

11. In summary, the residents complained of loud music and vibration causing noise nuisance late into the night, particularly on Thursdays, Fridays and Saturdays. The Appellant's tenants also referred to disorderly behaviour outside of the Premises upon dispersal, with people shouting and swearing outside. Some of the complaints stated that the noise continued until 4am, past the licensed hours of 03:30 on Fridays and Saturdays. The noise nuisance has been severe enough that the Appellant's tenants multiple times have ended their tenancies early in order to move out.
12. As a result of these complaints, the Appellant contacted the Council's Noise and Nuisance Team in June 2021. Following correspondence and further complaints, officers from the Council witnessed a statutory nuisance being caused by the Premises and served a Noise Abatement Notice under section 80 of the Environmental Protection Act 1990 ('EPA') on 2 May 2022. The Council when serving the Noise Abatement Notice also reminded the licence holder of the conditions on the Premises Licence. This did not have any appreciable effect, and on 4 June 2022, a further statutory nuisance was witnessed. A caution was issued for this breach of the Noise Abatement Notice.
13. Following further correspondence with the Council, the Appellant decided to apply for a review of the Premises Licence on 7 August 2023 under section 51 of the Licensing Act 2003 ("the Act"). The Council's Environmental Protection Team ('EPT') supported the review application. The EPT noted that most complaints were received after 00:00 hours on the weekends and recommended that the opening hours be reduced to 23:00 hours. This was in accordance with the recommended opening times in Southwark's Statement of Licensing Policy ('SLP') for premises in this residential area.
14. The licensing authority also supported the review application and stated that its view was that the public nuisance had arisen due to the operation of the Premises and that it was likely to occur again due to the operation of the

Premises. The licensing authority also found that it was likely that the Premises' customers had caused disorder in the vicinity of the Premises. The licensing authority recommended the imposition of further conditions and that, if the imposition of all the conditions was not considered appropriate, that the hours on Friday and Saturday be reduced to 00:00 hours.

15. Ten representations in support of the Premises were also received; these follow a very similar format and appear to be based on a template. Two former residents submitted representations supporting the review, noting that there was nightclub music every weekend. One resident stated that they had eventually stopped complaining due to a lack of response from the Council.
16. The Original Decision did not have any effect on the noise nuisance caused by the Premises. Paragraphs 32-39 of Ms Tumaite's first witness statement document continued complaints of loud music and vibration up until 4am from the tenants of flats 1, 4 and 5. Ms Tumaite's second witness statement also exhibits a noise diary record which evidences further instances of loud music, vibration and disturbance continuing through March 2024. Complaints from tenants have continued through June 2024.
17. On Friday 8 March 2024, Richard Vivian (a noise expert instructed by the Applicant) attended the five flats in order to record noise levels in each flat and has produced a proof of evidence. Mr Vivian concludes that the noise in flat 1 'very obviously' amounts to a nuisance and that noise was noticeable all the other flats as well. As the noise regularly continues until 03:00 hours, is noticeable and measurable in all five flats and has resulted in a lengthy complaint history, Mr Vivian's view is that the noise from amplified music amounts to a nuisance in all flats.
18. Following service of this evidence, the Council confirmed that it would not oppose the appeal.
19. The Previous PLH served evidence, consisting of a short statement from Mr Eke and a noise report dated 29 April 2024 ("the Premises' Noise Report"). The witness statement from Mr Eke does not dispute any of the Applicant's

evidence; it simply refers to the sound limiter condition and states that the Council's decision was correct.

20. The Premises' Noise Report confirms that noise from the restaurant is audible in the flats above the Premises and recommends that the sound limiter be set to 80dBA. Mr Vivian's Rebuttal Proof identifies flaws in the Premises' Noise Report and explains why setting the sound limiter to 80dBA would on its own be insufficient to address the noise nuisance. This is addressed further below.

### **APPLICATIONS FOR REVIEW: LEGAL PRINCIPLES**

21. Under section 52 of the Act, the Sub-Committee's task at the hearing is to consider the representations and, having regard to them, to take such of the following steps as it considered appropriate for the promotion of the licensing objectives:
  - (a) To modify the conditions of the licence;
  - (b) To exclude a licensable activity from the scope of the licence;
  - (c) To remove the designated premises supervisor;
  - (d) To suspend the licence for a period not exceeding three months;
  - (e) To revoke the licence.
  
22. The licensing objectives (s.4(2) of the Act) include the prevention of public nuisance and the prevention of crime and disorder. The Council must carry out its functions under the Act with a view to promoting the licensing objectives (s.4(1)) and it must also have regard (s.4(3)) to its statement of licensing policy and any guidance issued by the Secretary of State under s.182 ("the s.182 Guidance"). The s.182 Guidance explains that in considering the promotion of preventing public nuisance, the focus should be on the effect of licensable activities on persons living and working in the area around the premises which

may be disproportionate and unreasonable; the issues will mainly concern noise nuisance, light pollution, noxious smells and litter.<sup>1</sup>

23. Paragraph 11.1 of the s.182 Guidance states that the proceedings for reviewing premises licences represent *'a key protection for the community where problems associated with the licensing objectives occur after the grant or variation of a premises licence'*. Paragraph 11.20 states that in deciding which of the powers under section 52 to invoke, *'it is expected that licensing authorities should so far as possible seek to establish the cause or causes of the concerns that the representations identify. The remedial action taken should generally be directed at these causes and should always be no more than an appropriate and proportionate response to address the causes of concern that instigated the review.'*

## **SUBMISSIONS: PUBLIC NUISANCE**

24. The main argument made by the Previous PLH in response to the application for review and the subsequent appeal was that the matters complained of do not amount to public nuisance. This is incorrect, and this argument was correctly rejected by the Council in the Original Decision.
25. The s.182 Guidance states that *'Public nuisance is given a statutory meaning in many pieces of legislation. It is however not narrowly defined in the 2003 Act and retains its broad common law meaning. It may include in appropriate circumstances the reduction of the living and working amenity and environment of other persons living and working in the area of the licensed premises.'* Denning LJ in A-G (on the relation of Glamorgan County Council and Pontardawe RDC) v PYA Quarries Ltd [1957] 1 QB 169 held that public nuisance *'simply needs to be sufficiently widespread and sufficiently indiscriminate to amount to something more than private nuisance'*.
26. The Licensing Sub-Committee in the Original Decision, the Council's EPT and the Licensing Authority all agree that the noise witnessed amounts to a public nuisance. This widespread agreement is because the evidence clearly

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<sup>1</sup> Paragraph 2.21.



demonstrates that the noise nuisance emanating from the Premises amounts to public nuisance and engages the licensing objectives. There have been repeated complaints from a number of flats for a period of years, and the Council has witnessed a statutory nuisance on two occasions, in May and June 2022.

27. The Previous PLH suggested that as at the date of the appeal there was only one tenant objecting in flat five. This is incorrect, as at the time of the appeal there were complaints from four tenants in flats 1 and 5. This argument also ignores the fact that multiple people over the years have moved out due to the noise nuisance; the only reason they are not complaining now is because the noise was so bad they had to move out. The extent of the noise (particularly in the early hours of the morning) means that it is widespread and indiscriminate enough to amount to public nuisance.
28. Flat 1 is affected more than the other flats because it is directly above the Premises. This is hardly surprising, and the fact that one property is more affected than others is not grounds for finding that there is no public nuisance in circumstances where the noise complained of is extensive and affects other properties as well.
29. In R (oao Hope & Glory Public House Ltd) v City of Westminster Magistrates' Court the Claimant submitted that *'because the majority of complaints come from one set of premises – and indeed one tenant in those premises – in reality this was a private nuisance... all coming from one set of premises where there were separate council tenants, such that in effect therefore this should be seen as a private nuisance rather than a public nuisance.'*<sup>2</sup> This argument was rejected by Burton J, who found that the District Judge had lawfully concluded that *'this was a nuisance which was higher on the scale than something that fell within the category of simply a private nuisance.'*<sup>3</sup>
30. It is therefore incorrect to suggest that because the majority of complaints come from one premises the noise nuisance is incapable of amounting to public

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<sup>2</sup> [62].

<sup>3</sup> [64].

nuisance. This argument has been considered and rejected by the High Court.

31. Finally, the fact that other regimes such as the Environmental Protection Act 1990 may or may not provide a potential remedy is irrelevant. It is far from uncommon in licensing decisions for potentially other controls (eg such as planning) to be available. That does not affect the legal requirement for the sub-committee to consider what is appropriate for the promotion of the licensing objectives. The consequence of the Previous PLH's argument would be that the licensing regime, the main control over the sale of alcohol and the playing of recorded music, would provide no protection whatsoever against the noise nuisance at the Premises. This absurd result demonstrates that the argument made by the previous licence holder is incorrect.

### **SUBMISSIONS: HOURS**

32. The noise complained of therefore does amount to public nuisance. The question is what to do about it, and the hours on the licence should be reduced to 23:00 hours for the following reasons:
  - a) The extensive evidence produced by the Applicant demonstrates that the Premises has persistently and repeatedly been the source of severe noise and disruption after 23:00 hours, particularly at the weekends. The public nuisance caused by the Premises has been longstanding, since at least 2021, and has continued after the Original Decision. Council officers have witnessed two instances of statutory noise nuisances after 23:00 hours in May and June 2022. The extent of the noise nuisance is also evident from the expert noise evidence provided by Mr Vivian. The Premises' Noise Report also shows that the noise is intrusive in all flats. Reducing the opening hours of the Premises is the proportionate way of addressing the root cause of the complaints, especially since the s.182 Guidance explicitly recognises that *'the most sensitive period for people being disturbed by unreasonably loud music is at night and into the early morning when residents in adjacent properties may be attempting to go to sleep or are sleeping'*.<sup>4</sup>

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<sup>4</sup> Paragraph 2.25.

- b) The Council's SLP defines the area in which the Premises is situated as residential and therefore recommends that the opening hours for restaurants in this area be 23:00 hours every day. The SLP should be given significant weight. It is a statutory duty for licensing authorities to have regard to their SLPs, and the SLP amounts, in effect, to a statement of how the licensing authority intends to promote the licensing objectives. Although departures from the SLP can be justified based on individual circumstances in particular cases, this is not such a case. There have been persistent complaints from residential properties as to the severe noise nuisance for a number of years, and the recommendation of the SLP that the opening hours be 23:00 hours in this residential area should therefore be followed.
- c) The Council's EPT recommended the reduction of opening hours to 23:00 hours every day. The EPT is the responsible authority with relevant expertise in assessing what is appropriate and proportionate to promote the licensing objective of preventing public nuisance.<sup>5</sup> Its views as an expert should be giving significant weight.
- d) There is evidence that the Previous PLH was not complying with the opening hours of the Premises Licence, at times staying open until 04:00 hours. This non-compliance with the current opening hours makes it even more important to reduce the opening hours in order to prevent public nuisance and protect residential amenity.

33. Finally, to the extent that it is relevant to licensing, the 'agent of change' principle supports the reduction in hours. The s.182 Guidance addresses the agent of change principle as follows, making it clear that it is primarily a matter for the local planning authority to consider:

*"Existing businesses and facilities should not have unreasonable restrictions placed on them as a result of development permitted after they were established. Where the operation of an existing business or community facility*

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<sup>5</sup> Paragraph 9.12 of the s.182 Guidance states that each responsible authority will be an expert in their respective field.

*could have a significant adverse effect on new development (including changes of use) in its vicinity, the applicant (or 'agent of change') should be required by the local planning authority to provide suitable mitigation before the development has been completed."*<sup>6</sup>

34. As a matter of fact, the three storeys above the Premises were occupied by residential tenants before the Premises obtained planning permission to operate as a restaurant. The restaurant is therefore the 'agent of change', and in order to protect the residential amenity of the residential occupiers, the planning permission authorising the change of use to a restaurant required that the Premises would not operate beyond 23:00 hours and that details of a scheme to insulate the residential accommodation would be submitted. In this case, the planning history and the agent of change principle therefore support reducing the opening hours of the Premises to 23:00 hours, as these were the hours originally imposed on the planning permission to protect residential occupiers.
35. It is potentially possible that under planning legislation the Premises may have acquired immunity in respect of the breach of condition because it has been operating in breach of the condition for more than 10 years. There are three points to make in respect of this. First, any such immunity has not been established, and the Applicant's understanding is that a planning enforcement investigation is ongoing. Second, the 'agent of change' principle exists to protect pre-existing businesses from undue interference caused by new residential development. It is an aspect of fairness. It does not protect commercial businesses that have acquired immunity through operating in flagrant breach of conditions where the residential development existed before the commercial business was established. Finally, if immunity from the planning condition is established, this only makes it even more important to reduce the hours on the premises licence so as to protect residential amenity.

## **SUBMISSIONS: CONDITIONS**

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<sup>6</sup> Paragraph 14.67.

36. Conditions on their own are insufficient to address the noise nuisance complained of. The Premises' Noise Report suggested that the issues could be addressed if a sound limiter were set to 80dBA. Mr Vivian will be available at the hearing to answer any questions from the committee and to provide expert evidence explaining why this is incorrect. In summary:

- a) The test done in the Premises' Noise Report was conducted in the afternoon when the Premises was not in operation. It did not therefore provide an accurate representation of the noise generated by the Premises or the noise experienced in the flats above the Premises. This is particularly true given that masking noise from traffic would be much higher during the afternoon compared to in the early hours of the morning.
- b) The test was conducted with only one loudspeaker when the nature of the events held at the Premises, including DJ-promoted events, makes it extremely likely that more than one loudspeaker is routinely used.
- c) The music source noise levels reported in the Premises' Noise Report are bass-light and therefore not representative of typical operating levels for modern rhythmic music. The bass light music played as part of the test underestimated the extent of the nuisance caused by bass and vibration. The conclusions of the Premises' Noise Report rely on British Standards Guidance that is for external noise sources (eg plant machinery) and not intermittent sources such as music, which have a completely different character.

37. The Premises' Noise Report cannot therefore be relied on to address the noise nuisance complained of. It suffers from serious flaws in a number of respects and the ultimate conclusions are based on an erroneous application of British Standards Guidance.

38. There were extensive conditions on the Premises Licence prior to the Original Decision (including condition 341, a sound insulation condition), and these were insufficient to prevent public nuisance. After further conditions were added in the Original Decision, the problems have not improved and have persisted. In order to ensure that no nuisance is caused at sensitive times

after 23:00 hours, the only appropriate form of action which will promote the licensing objectives is to reduce the opening hours in accordance with the SLP and the recommendation of the EPT.

39. Whilst not sufficient by themselves, in conjunction with a reduction in opening hours, the Applicant agrees with the conditions imposed in the Original Decision, save that the sound limiter condition should be amended as suggested by Mr Vivian in his Proof of Evidence. The condition suggested by Mr Vivian is worded so as to impose stricter criteria, which is necessary given the history of the Premises.
40. In addition, one further condition should be amended and two other conditions should be added.
41. First, condition 341 should be amended to state that '*The sound insulation between the ground floor and the first storey above shall be designed to achieve an airborne sound insulation weighted standardised level difference of greater than 60dB DnT,w + Ctr.*' The current condition requires sound insulation but does not specify a particular level. As such, it has been completely ineffective, and a more precise condition specifying the level to be achieved is necessary.
42. Second, a condition should be added stating that '*No noise generated on the premises, or by its associated plant or equipment, shall emanate from the premises nor vibration be transmitted through the structure of the premises which gives rise to a nuisance.*' This is to safeguard residential amenity given the history of the Premises.
43. Third, a condition disapplying section 177A of the Act is needed so that all conditions relating to live music and recorded music shall apply when the Premises is open to the public. Otherwise, the Premises would be able to ignore any conditions relating to live and recorded music (such as a sound limiter) before 23:00 hours.

44. Finally, certain conditions would not be applicable if the opening hours were reduced to 23:00 hours and these conditions should therefore be removed from the Premises Licence if the hours are reduced.

## **CONCLUSION**

45. For the reasons given above, the Premises Licence should be varied as set out in Appendix A to these submissions in order to promote the licensing objectives.

**MICHAEL FEENEY**  
**Francis Taylor Building**  
**5 July 2024**

**Diary of noise observations**

Name: [REDACTED]		Your Full Address: [REDACTED]	
Age: OVER 21		(If over 21, write "over 21")	
Your Occupation: Waitress			
Date	Time of noise		Where was the noise heard?
	Start	Finish	
every weekend, since 15 <sup>th</sup> may some of which I was not home for	10pm	3AM	Bedroom
Describe the noise		How does the noise affect you?	
- heavy bass, making vibrations - People shouting - music		Does not allow me to enjoy my weekend, I have to wake up for work at 5am exhausted because I have gotten very little sleep, generally creates frustration and anxiety for me as I am worried that I will be tired at work the next day	

I confirm that the details given above are true and accurate ..... [REDACTED] ..... (sign) ..... 01/07/24 ..... (date)



**Diary of noise observations**

Name		[Redacted]		Your E-mail Address:		[Redacted]	
Age: OVER 21		(If over 21, write "over 21")					
Your Occupation:		BARISTA					
Date	Time of noise		Where was the noise heard?	Describe the noise	How does the noise affect you?		
	Start	Finish					
every weekend since 15 <sup>th</sup> of May	10-11 PM	3-4 AM	Bedroom, living room, kitchen, bathroom	- heavy bass vibrating the whole flat - very loud music - people shouting	- I will wake up in the middle of the night because of the vibrations and noise. That would affect my quality of sleep, therefore, affecting my performance at work and other daily tasks	<p>or I would not be able to sleep at all because the finished</p> <p>↓</p>	

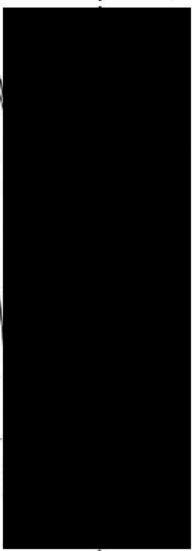
I confirm that the details given above are true and accurate

.....(sign) 01/07/24.....(date)

BR - BEDROOM

Diary of noise observations

Your Full Address		Your Full Address		Where was the noise heard?	Describe the noise	How does the noise affect you?
Date	Time of noise	Start	Finish			
Age: 24, over 21 (If over 21, write "over 21")		Your Occupation: DESIGNER				
18 <sup>TH</sup> MAY		00:00	3:00	BEDROOM ↓ = BR	LOUD BASS, I CAME UP ALONG THE SONG	HARD TIME FALLING ASLEEP, I MUSIC, BASS CHANGES TAKES TIME.
25 <sup>TH</sup> MAY		00:40 (before was OK)	3:00	-	VERY LOUD BASS ELECTRONIC MUSIC	EAR PROTECTORS DIDN'T HELP, AND IT'S MOSTLY NOW THE BASS, THAT VIBRATES THE BEN IF YOU GO TO SLEEP. CAN'T SLEEP
HOLIDAYS		-	-	-	-	- CAN'T fall asleep, takes me 2x longer than usually.
23 <sup>TH</sup> JUNE		1:20	3:00	BR	VERY LOUD, VIBRATING BASS	Took me 30 min to fall asleep. Unbearable!
24 <sup>TH</sup> JUNE		2:50	3:00	BR	PEOPLE SCREAMING	WAKE UP.
29 <sup>TH</sup> JUNE		00:00	3:00	BR	LOUD BASS	CAN'T SLEEP
29 <sup>TH</sup> JUNE		23:10	3:00	BR	LOUD LOUD MUSIC	TURNED MY TV UP AND THEN SWITCHED TO HEADPHONES, COULDN'T focus on my own things.



.....(sign) 30.06.24.....(date)

I confirm that the details given above are true and accurate .....

FRIDAY  
SATURDAY  
FRIDAY  
SATURDAY

**IN CROYDON MAGISTRATES' COURT**

**BETWEEN:**

**SPACE INVESTMENTS LIMITED**

**Appellant**

-and-

**(1) LONDON BOROUGH OF SOUTHWARK**

**(2) UNIQUE CRISPENS FOOD LIMITED**

**Respondents**

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**APPELLANT'S SKELETON ARGUMENT**

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*References to the Appeal Bundle are in the format [ABX/Y] where X is the tab number and Y is the page number*

**INTRODUCTION**

1. This is the Appellant's appeal against the decision of the London Borough of Southwark ('the Council') dated 31 October 2023 ('the Decision') to impose further conditions in respect of the premises licence of Wazobia Restaurant, 670-672 Old Kent Road, London SE15 1JF (respectively 'the Premises Licence' and 'the Premises'). In summary, the Decision is wrong because the Council failed to consider reducing the hours of the Premises Licence to 23:00 hours, and the conditions imposed are insufficient to address the public nuisance complained of.
2. As the Appellant was the applicant for review of the Premises Licence, the licence holder is a Respondent as well as the Council.<sup>1</sup> Following the receipt of the Appellant's evidence, the Council has confirmed that it does not oppose the appeal [AB5/18-19].

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<sup>1</sup> Paragraph 9(3) of Schedule 5 to the Licensing Act 2003.

## **BACKGROUND AND THE APPLICATION FOR REVIEW**

3. The Premises is located on the ground floor of a four-storey building.
4. On 13 March 2007 planning permission was granted to convert the upper floors above the Premises into 5 flats [AB24/489]. The officer report notes that the previous use of the upper floors was as a house in multiple occupation [AB24/500].
5. On 27 May 2008 planning permission was granted for the change of use of the basement and ground floors from a graphics/printing company to use classes A1 (Retail), A2 (Financial & Professional Services), A3 (Restaurant & Cafés) or D1 (Non-residential institution) [AB25/506]. Condition 2 required that if the Premises were to be used as a restaurant or café, then the use shall not be carried on outside of the hours 07:00 to 23:00 Monday to Sunday in order to ensure no loss of amenity through noise and disturbance to the adjoining residential occupiers. Condition 4 required submission of details of a scheme to insulate the residential accommodation [AB26/516].
6. On 17 February 2015 planning permission was granted for internal alterations to the upper floors to provide five flats [AB28/527]. This permission was obtained to revise the internal layout of the five flats that had originally been granted permission in 2007.
7. The Appellant has owned and managed the five flats in the three storeys above the Premises since 2014 on a long leasehold basis [AB7/22]. The Appellant and the Second Respondent share a landlord. The Appellant's tenants began to complain of noise from the Premises after Covid-19 restrictions were relaxed in 2021.
8. The numerous complaints from the Appellant's tenants (flats 1, 4 and 5) received between 29 May 2021 and 29 July 2023 are detailed in paragraphs 10-31 of Alvyda Tumaite's first witness statement, and video recordings from the complaints are exhibited to Ms Tumaite's witness statement as well [AB7/22-24]. The detail provided in Ms Tumaite's witness statement is not repeated here, and the Decision provides relevant quotations from some of the evidence provided [AB1/3-4]. In summary, the residents complained of loud music and vibration causing noise nuisance late into the night, particularly on Thursdays, Fridays and Saturdays. The Appellant's tenants also

referred to disorderly behaviour outside of the Premises upon dispersal, with people shouting and swearing outside. Some of the complaints stated that the noise continued until 4am, past the licensed hours of 03:30 on Fridays and Saturdays [see eg AB7/24/paragraph 23]. The noise nuisance has been severe enough that the Appellant's tenants multiple times have ended their tenancies early in order to move out.

9. As a result of these complaints, the Appellant contacted the Council's Noise and Nuisance Team in June 2021. Following correspondence and further complaints, officers from the Council witnessed a statutory nuisance being caused by the Premises and served a Noise Abatement Notice under section 80 of the Environmental Protection Act 1990 ('EPA') on 2 May 2022 [AB14/290-293]. The Council when serving the Noise Abatement Notice also reminded the Second Respondent of the conditions on the Premises Licence. This did not have any appreciable effect, and on 4 June 2022, a further statutory nuisance was witnessed [AB15/337]. A caution was issued for this breach of the Noise Abatement Notice.
10. Following further correspondence with the Council, the Appellant decided to apply for a review of the Premises Licence on 7 August 2023 under section 51 of the Licensing Act 2003 ("the Act") on the following grounds [AB8/31]:

*"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."*

11. The Council's Environmental Protection Team ('EPT') supported the review application. The EPT noted that most complaints were received after 00:00 hours on the weekends and recommended that the opening hours be reduced to 23:00 hours [AB15/337-338]. This was in accordance with the recommended opening times in Southwark's Statement of Licensing Policy ('SLP') for premises in this residential area.

12. The licensing authority also supported the review application and stated that its view was that the public nuisance had arisen due to the operation of the Premises and that it was likely to occur again due to the operation of the Premises [AB15/308]. The licensing authority also found that it was likely that the Premises' customers had caused disorder in the vicinity of the Premises [AB15/308]. The licensing authority recommended the imposition of further conditions and that, if the imposition of all the conditions was not considered appropriate, that the hours on Friday and Saturday be reduced to 00:00 hours. Appendix 4 of the licensing authority representation lists further complaints received from people living above the Premises since 2009 [AB15/331-336]. This notes that on 11 September 2014 a noise abatement notice was served.
13. The Metropolitan Police provided comments on the application stating that there had been two incidents of note at the Premises [AB15/301-302]. First, on 21 May 2022 there was a theft crime report. Staff were not helpful and would not allow police officers to view CCTV. Second, on 16 December 2022 there was an altercation (some pushing and shoving) between two males, one an employee of the Premises.
14. Ten representations in support of the Premises were also received; these follow a very similar format and appear to be based on a template [AB17/346-358]. Two former residents submitted representations supporting the review, noting that there was nightclub music every weekend [AB16/340-345]. One resident stated that they had eventually stopped complaining due to a lack of response from the Council.

## **THE DECISION**

15. On 31 October 2023 a Licensing Sub-Committee hearing was held to consider the review application ('the Hearing'). Under section 52 of the Act, the Sub-Committee's task was to consider the representations and, having regard to them, to take such of the following steps as it considered appropriate for the promotion of the licensing objectives:
  - (a) To modify the conditions of the licence;
  - (b) To exclude a licensable activity from the scope of the licence;
  - (c) To remove the designated premises supervisor;

- (d) To suspend the licence for a period not exceeding three months;
- (e) To revoke the licence.

16. The licensing objectives (s.4(2) of the Act) include the prevention of public nuisance and the prevention of crime and disorder. The Council must carry out its functions under the Act with a view to promoting the licensing objectives (s.4(1)) and it must also have regard (s.4(3)) to its statement of licensing policy and any guidance issued by the Secretary of State under s.182 (“the s.182 Guidance”). The s.182 Guidance explains that in considering the promotion of preventing public nuisance, the focus should be on the effect of licensable activities on persons living and working in the area around the premises which may be disproportionate and unreasonable; the issues will mainly concern noise nuisance, light pollution, noxious smells and litter.<sup>2</sup>

17. At the Hearing, the Second Respondent argued that the Noise Abatement Notice served in May 2022 had effectively addressed the noise nuisance and that it would be disproportionate to reduce the hours to 23:00 hours seven days a week [AB1/5]. The Second Respondent also argued that the matters complained of did not amount to public nuisance but to private nuisance [AB1/5].

18. The Council in the Decision found that the matters complained of did amount to public nuisance [AB1/6]. The Council then found (disagreeing with the Second Respondent) that taking no action would not promote the licensing objectives. The Decision concluded as follows [AB1/7]:

*“The representative for the premises indicated those conditions that would promote the licensing objectives in addition to being appropriate and proportionate. These conditions (in amended format) are to be added to the premises licence.”*

19. The Council’s licensing sub-committee therefore decided to add five conditions (including a sound limiter condition), amend one condition and remove two conditions. The Decision does not amend the opening hours of the Premises and does not provide any reasons for not amending the opening hours.

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<sup>2</sup> Paragraph 2.21.

## APPEAL AND SUBSEQUENT EVENTS

20. The Appellant appealed by way of appeal notice filed on 28 November 2023 [AB2/9-11]. Directions for the conduct of the Appeal were set on 1 February 2024 [AB3/12-14].<sup>3</sup>
21. The Decision did not have any effect on the noise nuisance caused by the Premises. Paragraphs 32-39 of Ms Tumaite's first witness statement document continued complaints of loud music and vibration up until 4am from the tenants of flats 1, 4 and 5 [AB7/24-25]. Ms Tumaite's second witness statement also exhibits a noise diary record which evidences further instances of loud music, vibration and disturbance continuing through March 2024 [AB29/542-552].
22. On Friday 8 March 2024, Richard Vivian (a noise expert instructed by the Appellant) attended the five flats in order to record noise levels in each flat and has produced a proof of evidence [AB30/553-573]. Mr Vivian concludes that the noise in flat 1 'very obviously' amounts to a nuisance and that noise was noticeable all the other flats as well. As the noise regularly continues until 03:00 hours, is noticeable and measurable in all five flats and has resulted in a lengthy complaint history, Mr Vivian's view is that the noise from amplified music amounts to a nuisance in all flats. Mr Vivian recommends the following [AB30/568-571]:
- a) The opening hours are reduced to 23:00 hours, in accordance with Southwark's SLP and the recommendation of the EPT.
  - b) A condition be added requiring that the sound insulation between the ground floor and residential flats shall be designed to achieve an airborne sound insulation weighted standardised level difference of greater than 60dB DnT, w + Ctr.
  - c) A condition be added requiring that a noise limiter be fitted to the music amplification system and maintained in accordance with strict criteria.

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<sup>3</sup> The draft directions included in the Appeal Bundle were approved by the Court on 1 February 2024.



- d) A condition be added specifying that no noise generated on the premises shall emanate from the premises nor vibration be transmitted through the structure of the premises which gives rise to a nuisance.
  - e) A condition be added specifying that all conditions relating to live music and recorded music shall apply at all times the premises is open to the public.
23. Following service of this evidence, the Council confirmed that it would not oppose the appeal [AB5/18-19].
24. The Second Respondent has served evidence, consisting of a short statement from Mr Eke [AB20/473] and a noise report dated 29 April 2024 (“the Premises’ Noise Report”) [AB22/476]. The witness statement from Mr Eke does not dispute any of the Appellant’s evidence; it simply refers to the sound limiter condition and states that the Council’s decision was correct.
25. The Premises’ Noise Report confirms that noise from the restaurant is audible in the flats above the Premises and recommends that the sound limiter be set to 80dBA [AB22/481]. Mr Vivian’s Rebuttal Proof identifies flaws in the Premises’ Noise Report and explains why setting the sound limiter to 80dBA would on its own be insufficient to address the noise nuisance [AB33/608-617].

## **LICENSING APPEALS: LEGAL PRINCIPLES**

26. The appeal is a re-hearing *de novo*, and the appellate court is not confined to considering the evidence that was before the decision-maker. The court may substitute for the decision appealed against any other decision which could have been made by the licensing authority (s.181(2)(b) of the Act).
27. The correct approach the appellate court should take to such appeals is set out in *R. (oao Hope and Glory Public House Ltd) v. City of Westminster Magistrates’ Court* [2011] PTSR 868 (CA). The court must hear the evidence called at the appeal and pay careful attention to the reasons given by the regulator for arriving at the decision, bearing in mind that Parliament has chosen to place responsibility for making

such decisions on local authorities: *Hope and Glory* at [44]-[45]. The court shall ultimately attach such weight to those reasons as it judges fit, taking into account the fullness and clarity of the reasons, the nature of the issues, and the evidence given on appeal (*ibid.*). The court shall not reverse the decision unless it is satisfied that it is wrong: *Hope and Glory* at [46]. The burden to satisfy an appellate court that the decision is wrong falls on the appellant: *Hope and Glory* at [46].

28. There are no strict rules of evidence on appeal, and hearsay evidence is admissible: *Kavanagh v. Chief Constable of Devon and Cornwall* [1974] QB 624 at 633F-G, 634H-635B. The standard of proof for disputed facts is the civil standard. The ultimate question of whether the Court is satisfied that the decision below is wrong is a question of judgement, not a question of fact, and it is wrong to speak of a “standard of proof” in that regard.

29. Where the decision-maker has a policy then (*Marshall v. Waltham Forest LBC* [2020] 1 W.L.R. 3187 at [54]):

*The court is to start from the policy, and it must give proper consideration to arguments that it should depart from it. It is the appellant who has the burden of persuading it to do so. In considering reasons for doing so, it must look at the objectives of the policy and ask itself whether those objectives will be met if the policy is not followed.*

## **SUBMISSIONS: PUBLIC NUISANCE**

30. The evidence submitted by the Second Respondent does not make it clear whether the Second Respondent intends to maintain its argument made at the Hearing that the matters complained of do not constitute public nuisance. Mr Eke’s statement simply states that the Council’s Decision was and remains correct, which suggests that the Second Respondent now agrees that the matters complained of constitute public nuisance. Further, the Premises’ Noise Report does not suggest that the noise emanating from the Premises does not amount to public nuisance.

31. The issue is therefore dealt with briefly in this skeleton argument, as it is abundantly clear that the matters complained of constitute public nuisance.

32. The s.182 Guidance states that ‘*Public nuisance is given a statutory meaning in many*

*pieces of legislation. It is however not narrowly defined in the 2003 Act and retains its broad common law meaning. It may include in appropriate circumstances the reduction of the living and working amenity and environment of other persons living and working in the area of the licensed premises.*<sup>4</sup> Denning LJ in *A-G (on the relation of Glamorgan County Council and Pontardawe RDC) v PYA Quarries Ltd* [1957] 1 QB 169 held that public nuisance ‘*simply needs to be sufficiently widespread and sufficiently indiscriminate to amount to something more than private nuisance*’.

33. The Council in its Decision, the Council’s EPT and the Appellant’s noise expert all agree that the noise witnessed amounts to a public nuisance. It is significant that the Premises’ Noise Report does not claim that the matters complained of do not constitute public nuisance.
34. This widespread agreement is because the evidence clearly demonstrates that the noise nuisance emanating from the Premises amounts to public nuisance and engages the licensing objectives. There have been repeated complaints from a number of flats for a period of years, and the Council has witnessed a statutory nuisance on two occasions, in May and June 2022. The extent of the noise (particularly in the early hours of the morning) means that it is widespread enough to amount to public nuisance. Flat 1 is affected more than the other flats because it is directly above the Premises. This is hardly surprising, and the fact that one property is more affected than others is not grounds for finding that there is no public nuisance in circumstances where the noise complained of is extensive and affects other properties as well.

## **GENERAL SUBMISSIONS**

### *Weight to Give to the Decision*

35. In ordinary circumstances, the court should pay careful attention to the reasons given by the regulator for arriving at the decision, bearing in mind that Parliament has chosen to place responsibility for making such decisions on local authorities: *Hope and Glory* at [45]. However, ultimately it is for the court to decide what weight to

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<sup>4</sup> Paragraph 2.22. In *R (oao Hope & Glory Public House Ltd) v Westminster Magistrates’ Court* [2009] EWHC 1996 (Admin), Burton J rejected the argument that the advice in the s.182 Guidance on the meaning of ‘public nuisance’ was wrong in law.

give the reasons in the Decision, and in this case extremely little weight should be given to the Decision for two main reasons.

36. First, the Council itself has recognised that the Decision is wrong, as the Council has not opposed the appeal. This factor weighs heavily in favour of the appeal.
37. Second, no reasons are given in the Decision for why the Council decided to add the conditions that it did. In particular, no reasons at all are given for why the hours of the Premises were not reduced, despite the fact that this was the recommendation of the EPT and in accordance with the Council's SLP. Paragraph 1.12 of the s.182 Guidance states that a licensing authority should be able to give full reasons for departing from its SLP, and paragraph 13.10 of the s.182 Guidance states that '*It is particularly important that reasons should also address the extent to which the decision has been made with regard to the licensing authority's statement of policy and this Guidance.*' Contrary to the s.182 Guidance, no reasons at all were given for the Council's Decision not to follow the recommended opening hours in the SLP.
38. There are also no reasons given for why the Council decided to impose the conditions it did as opposed to other conditions. It appears from the Decision that the Council may have simply imposed the conditions that the Second Respondent was willing to agree to. If that is the case, it is the wrong approach.
39. Extremely little weight should therefore be given to the Council's Decision. There are two aspects to this appeal: the opening hours of the Premises and the conditions to be imposed. Each will be addressed in turn.

### *Opening Hours*

40. The Decision not to reduce the opening hours to 23:00 hours is wrong for the following reasons:
  - a) The extensive evidence produced by the Appellant demonstrates that the Premises has persistently and repeatedly been the source of severe noise and disruption after 23:00 hours, particularly at the weekends. The public nuisance caused by the Premises has been longstanding, since at least 2021, and has continued after the Decision. Council officers have witnessed two instances of statutory noise

nuisances after 23:00 hours in May and June 2022. None of this evidence has been (and cannot be) disputed by the Second Respondent. Reducing the opening hours of the Premises is the proportionate way of addressing the root cause of the complaints, especially since the s.182 Guidance explicitly recognises that *'the most sensitive period for people being disturbed by unreasonably loud music is at night and into the early morning when residents in adjacent properties may be attempting to go to sleep or are sleeping'*.<sup>5</sup>

- b) The Council's SLP defines the area in which the Premises is situated as residential and therefore recommends that the opening hours for restaurants in this area be 23:00 hours every day [AB18/400]. The SLP should be given significant weight. It is a statutory duty for licensing authorities to have regard to their SLPs, and the SLP amounts, in effect, to a statement of how the licensing authority intends to promote the licensing objectives. Although departures from the SLP can be justified based on individual circumstances in particular cases, this is not such a case. There have been persistent complaints from residential properties as to the severe noise nuisance for a number of years, and the recommendation of the SLP that the opening hours be 23:00 hours in this residential area should therefore be followed.
- c) The Council's EPT recommended the reduction of opening hours to 23:00 hours every day. The EPT is the responsible authority with relevant expertise in assessing what is appropriate and proportionate to promote the licensing objective of preventing public nuisance.<sup>6</sup> Its views as an expert should be giving significant weight.
- d) There is evidence that the Second Respondent has not been complying with the opening hours of the Premises Licence, at times staying open until 04:00 hours. This non-compliance with the current opening hours makes it even more important to reduce the opening hours in order to prevent public nuisance and protect residential amenity.

41. Conditions on their own are insufficient to address this issue. There were extensive conditions on the Premises Licence prior to the Decision (including condition 341, a

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<sup>5</sup> Paragraph 2.25.

<sup>6</sup> Paragraph 9.12 of the s.182 Guidance states that each responsible authority will be an expert in their respective field.

sound insulation condition), and these were insufficient to prevent public nuisance. After further conditions were added in the Decision, the problems have not improved and have persisted. Further, the history of non-compliance with the Premises Licence demonstrates that the licence holder cannot be trusted to comply with any new conditions that are imposed. In order to ensure that no nuisance is caused at sensitive times after 23:00 hours, the only appropriate form of action which will promote the licensing objectives is to reduce the opening hours in accordance with the SLP and the recommendation of the EPT.

42. The Second Respondent may seek to argue that the hours should not be reduced because of the ‘agent of change’ principle, the principle that a person or business (ie the agent) introducing a new land use is responsible for managing the impact of that change. The s.182 Guidance addresses the agent of change principle as follows:

*“Existing businesses and facilities should not have unreasonable restrictions placed on them as a result of development permitted after they were established. Where the operation of an existing business or community facility could have a significant adverse effect on new development (including changes of use) in its vicinity, the applicant (or ‘agent of change’) should be required by the local planning authority to provide suitable mitigation before the development has been completed.”<sup>7</sup>*

43. In this case, the agent of change principle supports the appeal. As a matter of fact, the three storeys above the Premises were occupied by residential tenants before the Premises obtained planning permission to operate as a restaurant. The restaurant is therefore the ‘agent of change’, and in order to protect the residential amenity of the residential occupiers, the planning permission authorising the change of use to a restaurant required that the Premises would not operate beyond 23:00 hours and that details of a scheme to insulate the residential accommodation would be submitted. In this case, the planning history and the agent of change principle therefore support reducing the opening hours of the Premises to 23:00 hours, as these were the hours originally imposed on the planning permission to protect residential occupiers.

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<sup>7</sup> Paragraph 14.67.

44. In summary, it is clearly appropriate and proportionate for the promotion of the licensing objectives to reduce the opening hours given the extensive history of complaints after 23:00 hours, the Council's own SLP, the recommendation of the Council's EPT and condition 2 on the relevant planning permission restricting the restaurant's opening hours to 23:00 hours.

### *Conditions*

45. Whilst not sufficient by themselves, in conjunction with a reduction in opening hours, the Appellant agrees with the conditions imposed in the Decision, save that the sound limiter condition should be amended as suggested by Mr Vivian in his Proof of Evidence. The condition suggested by Mr Vivian is worded so as to impose stricter criteria, which is necessary given the history of the Premises. It appears from the Second Respondent's evidence that there is no objection to a sound limiter condition being imposed.

46. In addition, one further condition should be amended and two other conditions should be added.

47. First, condition 341 should be amended to state that '*The sound insulation between the ground floor and the first storey above shall be designed to achieve an airborne sound insulation weighted standardised level difference of greater than 60dB DnT,w + Ctr.*' The current condition requires sound insulation but does not specify a particular level. As such, it has been completely ineffective, and a more precise condition specifying the level to be achieved is necessary.

48. Second, a condition should be added stating that '*No noise generated on the premises, or by its associated plant or equipment, shall emanate from the premises nor vibration be transmitted through the structure of the premises which gives rise to a nuisance.*' This is to safeguard residential amenity given the history of the Premises.

49. Third, a condition disapplying section 177A of the Act is needed so that all conditions relating to live music and recorded music shall apply when the Premises is open to the public. Otherwise, the Premises would be able to ignore any conditions relating to live and recorded music (such as a sound limiter) before 23:00 hours.

50. Finally, certain conditions would not be applicable if the opening hours were reduced to 23:00 hours and these conditions should therefore be removed from the Premises Licence if the hours are reduced.

## **CONCLUSION**

51. The Decision is wrong and the appeal should be allowed. The Council has recognised this by not opposing the appeal, and this factor weighs heavily in favour of the appeal. The Premises Licence should be varied as set out in Appendix A to this skeleton argument in order to promote the licensing objectives.

**MICHAEL FEENEY**  
**Francis Taylor Building**  
**20 May 2024**



IN CROYDON MAGISTRATES' COURT BETWEEN:

SPACE INVESTMENTS LIMITED

Appellant

-and-

(1) LONDON BOROUGH OF SOUTHWARK

(2) UNIQUE CRISPENS FOOD LIMITED

Respondents

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SKELETON ARGUMENT OF THE  
FIRST RESPONDENT (LICENSING AUTHORITY)

*For bearing on 10 and 11 June 2024*

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*Reference to the combined electronic bundle of 630 pages takes the form CB/X/YPDFZ where X is the tab number and Y the **printed** page number, and Z the **PDF** page number*

Recommended reading:

- Application for review of August 2023 [CB/8/30-32, PDF34-36]
- Licensing Enforcement Team<sup>1</sup> representations on review of 3 September 2023 [CB/15/303-313 PDF316-26]
- Decision of 9 November 2023 [CB/1/1-8, PDF5-12]
- Letter of 5 April 2024 [CB/5/18, PDF22]

**A. INTRODUCTION**

1. The First Respondent as Licensing Authority (“**LA**”) adopts a **neutral** position in these proceedings. In summary:
  - a. The Decision taken was not wrong at the time it was taken on 9 November 2023. The Licensing Sub-Committee accepted the representation it had received from the Licensing Enforcement Team;
  - b. While the Appellant now criticises the failure to reduce the hours of operation, it did not request such a reduction in its application. The LET did not recommend the same;
  - c. **However, in light of the fresh evidence (not before the LSC), the LA does not propose to contest the appeal.**

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<sup>1</sup> See below, paragraph 18 for a description of the various ‘arms’ of the Council at play in this appeal.

2. The LA's position was communicated to the Appellant ("A") and to the Second Respondent ("R2") by way of letter dated 5 April 2024 [CB/5/18], to which the Appellant responded on 8 April 2024 [CB/6/20]. The exchange confirms neither the Appellant nor the LA will apply for costs against each other, regardless of how the appeal is determined.

## **B. FACTUAL FRAMEWORK**

3. A brought a review of R2's premises licence on 23 August 2023. The application was heard by R1's Licensing Sub-Committee ("the LSC") on 31 October 2023 ("the **Hearing**"). Its reasoned decision is dated 9 November 2023 ("the **Decision**").
4. It is understood that A owns and manages five residential dwellings above R2's premises on the ground floor.
5. A's application for the review is at [CB/8/29, PDF35]. The Court is invited to read the application which the LSC was invited to consider. It was vague and general. It does not appear to have had the benefit of professional input. It listed a series of concerns with the Premises, and requested (e.g.) that the LSC "*consider the broader impact of Wazobia Restaurant's actions*". The Application gave no indication of the steps it expected the LSC to take. It gave no suggested conditions. It did not contend that the operating hours should be reduced.
6. A was not professionally represented at the Hearing. No tenants gave evidence.
7. At the Hearing, the Council's Environmental Protection Team referred to only two instances where statutory nuisances were witnessed in the five years preceding the Hearing.<sup>2</sup> Those two instances were on 2 May (when a statutory noise abatement notice was served) and on 4 June 2022. The LSC heard no direct evidence of any person having experienced a statutory nuisance following the service of the notice.<sup>3</sup> R2 contended that "*the notice had achieved its aim in abating the noise, benefitting the tenants*". He contended that "*to reduce the operating hours to 23:00 hours seven days a week was not a proportionate response to the application and would destroy the business*" [CB/1/5 PDF9]

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<sup>2</sup> Reference was also made to an incident in March 2018 [CB/15/337, PDF350] by the EPT. A noise abatement notice was also served in September 2014 [CB/15/335, PDF348]. Both were more than five years prior to the Hearing, and even in March 2018 (according to the EPT), "*the premises was under different management*" [CB/15/337, PDF350].

<sup>3</sup> The May 2022 notice was breached, but shortly after it was issued. R2's legal representative explained that this was because R2 had not yet had the time to put in place the measures required to abate the nuisance. It is noted that no prosecution followed from that breach of the notice for the reasons given at [CB/15/337, PDF350]

8. The Council’s environmental protection team “**EPT**” and the Council’s licensing enforcement team “**LET**” gave differing advice to the LSC:
- a. EPT’s position was that “*we recommend weekend opening hours for are reduced to match the Policy hours of 23:00 hours for this area*” [CB/15/338, PDF351]. EPT thus recommended a reduction in opening hours.
  - b. LET’s position before the LSC was more nuanced. It recommended that *either* (1) a suite of conditions be imposed *or* (2) if not **all** those conditions were accepted, that the hours of operation should be reduced [CB/15/313, PDF326]. **The LET did not therefore recommend a reduction in the operating hours:**

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

9. This difference of opinion is reflected in the Decision, which records that LET “*recommended that the licence should be modified and suggested 13 conditions*” but that the EPT “*recommended that the premises opening hours be reduced [...]*” [CB/1/4, PDF8].
10. The LSC refused to accept R2’s position (which was to make no changes to the Licence). The Decision quoted extensively from the complaints that had been made by the tenants. [CB/1/7-8, PDF 11-12]. It found a “*high risk of further noise complaints or disorder in the vicinity of the premises*” if further measures were not taken [CB/1/3-4, PDF 7-8].
11. The LSC noted, in terms, the statutory guidance to the 2003 Act (“the **Guidance**”) in paragraph 2.22 which states (broadly) that conditions relating to noise nuisance will usually be adequate to prevent levels of noise emanating from the Premises [CB/1/7, PDF11]. It therefore considered that robust noise conditions could address the alleged statutory nuisance, rather than reducing the hours of operation.
12. The LSC added **five** conditions to the Licence. They included (1) a requirement to display signage requiring customers to leave quietly (2) a detailed dispersal policy (3) the provision of a contact number for complaints (4) the installation of a sound limiting device (“the **sound**

**limiting condition**”) and (5) closing all external windows and doors save for entry/exit. It also<sup>4</sup>:

- a. Amended Condition 341 to require proof of sound installation;
- b. Amended Condition 845 to detail the roles expected of the door supervisors, and require them to remain on site until 30 minutes after closing.

13. The LSC therefore essentially accepted the package of conditions which LET recommended that it impose (see [CB/15/309-313 PDF322-326].<sup>5</sup> The criticisms now made by the Appellant of the LSC’s decision-making should be seen in the light of that reasonable approach taken by the LSC.

## **LEGAL FRAMEWORK**

### **Licensing functions and reviews under the 2003 Act**

14. The 2003 Act sets out the “licensing objectives” in section 4(2)(a) to (d). An LSC “must carry out its functions” under the 2003 Act with a view to promoting those objectives (s. 4(1)). The LSC “must” further “have regard to” its statement of licensing policy (“the **SLP**”) and any guidance issued by the Secretary of State under section 182 (“the Guidance”) (s. 4(3)(a) and (b)). The relevant SLP is *Southwark Statement of Licensing Policy 2021-2026* [CB/18/360 PDF373]. The relevant Guidance is the *Revised Guidance issued under section 182 of the Licensing Act 2003* of December 2023 (not reproduced).
15. Section 52 of the 2003 Act provides for reviews of a licence. When reviewing a licence, the LSC must take such steps “as it considers appropriate for the promotion of the licensing objectives”. In determining what is “appropriate”, the LSC must have regard to the SLP and the Guidance (see s. 4(3)(a) and (b) of the 2003 Act).
16. Whilst the 2003 Act does not expressly say so, it is generally recognised that the steps taken by a licensing authority should be proportionate to address the underlying licensing issues and/or further the licensing objectives. This emerges from general principles of public law, and from the Guidance (e.g. para. 9.43)

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<sup>4</sup> A minor amendment to Condition 842 was proposed to account for the fact that the form to which it referred no longer existed.

<sup>5</sup> The suggestion at ASkA/38 that “*It appears from the Decision that the Council may have simply imposed the conditions that the Second Respondent was willing to agree to*” is not correct.

## Approach to appeals to the Magistrates' Court

17. Per *Hope and Glory* [2011] EWCA Civ 31, [45] there is no formulaic or prescriptive approach to appeals under the 2003 Act. However, the following principles are relevant:
- a. The decision of the democratically elected licensing authority ought not to be lightly reversed (para. 32). See, also, *Stepney Borough Council v Joffe* [1949] 1 KB 599 (Goddard LCJ): appeals Courts ought to:  
“... pay great attention to the fact that the duly constituted and elected local authority have come to an opinion on the matter, and it ought not lightly, of course, to reverse their opinion.”;
  - b. The fuller and clearer the reasons are given by the LSC, the slower the Court should be to interfere with the decision *Hope and Glory*, [43] **B/286**;
  - c. The licensing authority's decision should not be overturned by the appeal Court unless it is - at the time of the appeal hearing and in light of the evidence before the Court - wrong (para. 34 and 36) **B/284-5**,
  - d. The burden of establishing that the licensing authority's decision is wrong lies on the Appellant (paras 48 and 49) **B/287**.

## Responsible authorities

18. The 2003 Act provides for “responsible authorities” whose role is to support the LSC by providing evidence on matters within their expertise (see s. 13(4)). They include the police (s. 13(4)(a)), the Council's environmental health team (s. 13(4)(e)) (the EPT), and – following the Police Reform and Social Responsibility Act 2011 – the Council's licensing enforcement team (s. 13(4)(za)) (the LET).<sup>6</sup> Strict functional separation is maintained between the Council's different ‘arms’.

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<sup>6</sup> The 2011 Act “gives greater powers to licensing authorities to remove or refuse licences by enabling them to fulfil the same functions as existing responsible authorities” (Explanatory Notes, para. 10). The Council therefore has an ‘arm’ which makes licensing decisions (namely, the LSC), an ‘arm’ which is a responsible authority for environmental health (the EPT), and an ‘arm’ which is a licensing authority that acts as responsible authority (the LET). Both the EPT and LET are constituted of Council officers, unlike the elected Councillors of the LSC.

## SUBMISSIONS/WHY THE LA IS “NEUTRAL”

19. In light of the further evidence given by the Appellant for this appeal, and having considered the conditions which the Appellant invites the Court to impose, the LA does not propose to actively contest the appeal.
20. The Council notes, in particular:
  - a. A’s fresh evidence details a serious incident of noise nuisance supported by technical analysis prepared by an expert. This is highly relevant material which was not available to the LSC at the time it made the Decision;
  - b. The above evidence is credible and cogent. It seriously calls into question the effectiveness of the sound limiting condition imposed by the LSC. The central plank of the LSC’s reasoning (that the noise could be adequately addressed with such a condition) has fallen away. Normally, following a review, the LA would normally allow a period in which the licenced premises could ‘settle in’ to the new conditions. That approach is not appropriate in this case given A’s evidence presented for the first time in this appeal; *and*
  - c. The new proposed hours of operation would reflect the suggested closing times in the LA’s Statement of Licensing Policy [CB/18/400]). To hold the licensee to such standard conditions would not in principle be unfair. This was not a point relied upon by the Appellant previously.
21. The LA’s neutral position is subject to two significant caveats.
22. **First**, the LA’s position is that the Decision was, at the time, plainly not wrong. The present appeal differs significantly from the review presented at the LSC, both in terms of the evidence presented, and the involvement of Counsel. The Appellant now – unlike at the hearing – makes concrete proposals for varying the Licence, duly supported with technical evidence. In greater detail:
  - a. First and foremost, the LSC followed the recommendations of the LET who did not seek a reduction in the operating hours (see above, paragraph 8.b).
  - b. The Council had previously served at least one noise abatement notice, which precluded the commission of a nuisance on the pain of criminal sanction;

- c. The LSC had, at the Hearing, no technical evidence supporting or demonstrating the existence of noise nuisance from the premises. It did not hear directly from any tenants affected by such nuisance. The sole direct evidence of nuisance in the last five years was from May and June 2022, which was some time prior to the Hearing. An abatement notice had been served in May 2022. Although it was breached in June of that year a cogent explanation (not rebutted by the Appellant) had been given for that oversight, and the EPT had decided to enforce that breach by serving a caution alone;
  - d. The LSC reached a balanced decision. It refused to accept R2's position (which was that no action should be taken), but nonetheless found a "*high risk*" of nuisance in the future. It imposed a number of additional conditions, including a robust noise limiting condition. In doing so, it followed the Guidance at §2.22 that noise complaints can reasonably be dealt with by a condition relating to noise (as opposed to a reduction in operating hours). The LSC was concerned to reach a proportionate decision, and was mindful of R2's claim that a reduction in operating hours would "*destroy*" the business.
23. Thus, the LSC accepted the position put forward by the LET, having had little or no guidance from the Appellant as to what concrete steps the LSC should take to remedy the matters of which it complained. It was reasonable for the LSC to do so. Had the Appellant saw fit to present the case it is now bringing to the Magistrates' Court at the LSC, it is highly likely that a different decision would have been taken.
24. **Second** it is suggested that the Committee failed to give reasons as to why it refused to reduce the hours of operation, and that the Court should give "*extremely little weight*" to the Decision on that account (ASkA/35 and 39). The Council remains neutral on the outcome of the appeal, and the Court will need to reach a view as to the weight to be given to the Decision. However, it is not accepted that the Council failed to give adequate reasons.
25. The reasons for the LSC's decision are clear and expressed in a comprehensive 8 page decision letter. The LSC decided, after hearing all the evidence, to accept the recommendations made by the LET, which was to impose a suite of restrictive conditions on the Licence. This is clear from the Decision itself which expressly stated that "*the officer representing Licensing was an experienced officer*", and that he was the main source of advice in relation to matters within the officer's expertise [CB/1/7 PDF12].

26. It bears repetition that (1) the LET did not consider that the hours of operation **had** to be reduced and (2) Appellant did not request that the hours be reduced (indeed, it suggested no particular steps to be taken).
27. More broadly, the Council emphasises that the Council’s duty was to give reasons for the “*principal important controversial issues*”.<sup>7</sup> The statutory duty to give reasons for a review in section 52(10) of the 2003 Act is “to” those persons specified in (a) to (d) of that sub-section. Such persons may reasonably be taken to be familiar with the evidence deployed and the arguments marshalled in favour or against the review. Thus:
- a. Given that the applicant made no mention of a reduction in hours of operation, it is questionable whether the reduction of opening hours was a “*principal important controversial issue*” on which the LSC needed to give specific reasons at all.
  - b. To the extent that the LSC needed to give express reasons on that particular point, it is in any event clear why the LSC did not reduce the hours. Namely, the LSC accepted the LET’s recommendation and considered that the noise could adequately be dealt with by the robust suite of conditions it imposed on the Licence.

## **COSTS**

28. Regardless of the outcome, the Court is invited to make no award of costs as between the LA and the A, as agreed between the two parties by exchange of letters in April 2024.<sup>8</sup>

MICHAEL RHIMES

FTB CHAMBERS

28 MAY 2024

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<sup>7</sup> See *South Buckinghamshire District Council v Porter (No 2)* [2004] UKHL 33 at paras 35 and 36. Applied to s. 52(10) of the 2003 Act (see, e.g. *R (on the application of KVP Ent Ltd) v South Bucks District Council* [2013] EWHC 926 (Admin), [69]; *Little France Ltd v London Borough of Ealing* [2013] EWHC 2144 (Admin), [14]-[16]).

<sup>8</sup> Noting, in any event, that the general approach to licensing appeals is that an appellant even if successful cannot generally recover its costs from the local licensing authority (see *Bradford Metropolitan District Council v Booth* [2000] 164 JP 485, approved in *CMA v Flynn Pharma* [2022] UKSC 14, [49] – [52], [98] – [99]).



**BETWEEN:**

**SPACE INVESTMENTS LIMITED**

**Appellant**

**and**

**(1) LONDON BOROUGH OF SOUTHWARK**

**First Respondent/  
Licensing Authority**

**(2) UNIQUE CRISPENS FOOD LIMITED**

**Second Respondent/  
Licence Holder**

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**SKELETON ARGUMENT OF THE SECOND RESPONDENT/LICENCE HOLDER**

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**Principal Abbreviations**

Licensing Act 2003	"The 2003 Act / the Act"
Space Investments Ltd	"the Appellant"
London Borough of Southwark	"the Council" / "the First Respondent"
Licensing Sub Committee	"the Sub Committee"
Wazobia Restaurant	"the premises"
Premises Licence number 866452	"the Licence"
Decision of 31 <sup>st</sup> October 2023	"the Decision"

**Introduction**

- 1 This appeal concerns premises known as and situated at Wazobia Restaurant, 670 Old Kent Road, London SE15 1JF.

- 2 The appeal concerns the Decision in respect of an application for review that was taken by the 1<sup>st</sup> Respondent Council on 31<sup>st</sup> October 2023.
- 3 This appeal was commenced by the Appellant (a property management and investment business) against the Decision of the Council to modify the premises licence by adding conditions to the existing premises licence.
- 4 This skeleton argument is submitted on behalf of the Second Respondent – The Premises Licence Holder. Notwithstanding the legal argument as to whether there is a public or private nuisance, or in fact any nuisance at all, the Second Respondent took the pragmatic view not to appeal the decision and within this appeal therefore submits that the steps taken by the Council were appropriate and proportionate to achieving the aims of the statutory scheme i.e. the promotion of the licensing objective of the prevention of public nuisance.

### **Background**

- 5 The issue in this appeal is about the music level played within the licensed premises and whether the noise experienced by the flat owners above could properly be described as a public nuisance. If it is considered a public nuisance, then the next question is whether it was appropriate and proportionate for the local authority to impose licensing conditions to regulate the level of music played within the licence premises. If it is found that there is no public nuisance, then the appeal should be dismissed.

### **Magistrates' Powers on Appeal**

6. On an appeal the Magistrates' Court may :
  - (a) Dismiss the appeal;
  - (b) Substitute for the decision appealed against any other decision which could have been made by the licensing authority; or

- (c) Remit the case to the licensing authority to dispose of it in accordance with the direction of the court

and may make such order as to costs as it thinks fit.

7. The court is directed to the Court of Appeal authority of *Hope & Glory* [2011] 3 All ER 579 and also the High Court decision at [2009] EWHC 1996 (Admin) which provides the basis for the accepted principles of appeals under the Licensing Act 2003:
  - a. This appeal is a hearing *de-novo*.
  - b. The Magistrates' should note the decision of the licensing authority.
  - c. The Magistrates' should not lightly reverse the decision of the licensing authority.
  - d. Only reverse the decision if satisfied that it is wrong.
  - e. Hear evidence, including new evidence since the original determination, which may include hearsay evidence (if appropriate) and attach proper weight to the evidence in reaching their judgement.
  - f. Consider the aims and objectives of the legislation, any guidance, policy and authorities
  - g. Not be concerned with the way the licensing authority approaches their decision or the way it was made.
  - h. The burden of proof rests with the Appellant.
8. Appeals of this nature are neither criminal nor civil; here the court sits in a judicial capacity hearing an appeal against an administrative decision. Such hearings are *de novo*: the court places itself in the position of the body whose decision is being appealed against. The Court of Appeal has held that '*in all cases the magistrates' court should pay careful attention to the reasons given by the licensing authority for arriving at the decision under appeal, bearing in mind that Parliament has chosen to place responsibility for making such decisions on local authorities. The weight which*

*the magistrates should ultimately attach to those reasons must be a matter for their judgment in all the circumstances, taking into account the fullness and clarity of the reasons, the nature of the issues and the evidence given on the appeal.* (*Hope & Glory* (CA) [45]).

9. The weight to be given to a decision is often influenced by the nature and quality of the reasons given by the licensing authority: *'The fuller and clearer the reasons, the more force they are likely to carry'* (*Hope & Glory* (CA) [43]). In the present case we find a clear and carefully reasoned decision consisting of 8 pages, the Council's Decision came after hearing all the evidence, and they decided to impose additional conditions on the licence, to address the cause of concern in an appropriate and proportionate way.
  
10. Decision making at this level does not require the decision maker to produce an elaborate formulistic product of refined legal draftsmanship (*Meek v City of Birmingham DC* [1987] IRLR 250, CA [8]; the approach to a reasons challenge is summarised in *South Bucks District Council v Porter (No 2)* [2004] UKHL 33:

[36] The reasons for a decision must be intelligible and they must be adequate. They must enable the reader to understand why the matter was decided as it was and what conclusions were reached on the "principal important controversial issues" , disclosing how any issue of law or fact was resolved. Reasons can be briefly stated, the degree of particularity required depending entirely on the nature of the issues falling for decision. The reasoning must not give rise to a substantial doubt as to whether the decision-maker erred in law, for example by misunderstanding some relevant point or some other important matter or by failing to reach a rational decision on relevant grounds. But such adverse inference will not be readily drawn. The reasons need only refer to the main issues in the dispute, and not to every material consideration. They should enable disappointed developers to assess their prospects of obtaining some alternative development permission, or, as the case may be, their unsuccessful opponents to understand how the policy or approach underlying the grant of

permission may impact upon future such applications. Decision letters must be read in a straightforward manner, recognising that they are addressed to parties well aware of the issues involved and the arguments advanced. A reason challenge will only succeed if the party aggrieved can satisfy the court that he has genuinely been substantially prejudiced by the failure to provide an adequately reasoned decision.'

11. The Appellant has approached the decision of the licensing authority with excessive legalism entirely unsuited to such decisions (*South Bucks v Porter (No 2)* [33]). The parties are well aware of the issues, the decision of the sub-committee is clear, fully reasoned and clearly shows how they came to their decision and no prejudice is suffered by the Appellant.

12. The Court of Appeal has confirmed that the Magistrates' Court should depart from the licensing authority's decision only if satisfied it is wrong (*Hope & Glory (CA)* [46]). The Court of Appeal expressly agreed with the way with which Burton J dealt with the matter in pars [43] – [45] of his judgment in the High Court:

'[43] ... What the appellate court will have to do is to be satisfied that the judgment below "is wrong", that is to reach its conclusion on the basis of the evidence before it and then to conclude that the judgment below is wrong, even if it was not wrong at the time. This is what this District Judge was prepared to do by allowing fresh evidence in, on both sides.

[44] The onus still remains on the claimant, hence the correct decision that the claimant should start ...'

13. The High Court in *The Queen on the application of Townlink Ltd v Thames Magistrates' Court* [2011] EWHC 898 (Admin) has subsequently clarified that the correct approach for an appeal court is not to start with considering whether the licensing authority's decision was wrong but first come to its own conclusion on the merits of the appeal. Once it has done so it can then consider whether in its view the licensing authority's decision, taken on its merits, was wrong and should not be upheld. This position has been reaffirmed in the recent case of *London Borough of Lambeth v Ashu* [2017] EWHC 3685 (Admin) [19] and [20] which confirms that the need to find that the decision of the licensing authority was or is wrong is a necessary prerequisite to the magistrates' court exercising any

discretion of its own.

14. *Townlink* and now *Lambeth v Ashu* highlight the importance of the proper approach and also the challenge facing the Appellant; it is for the appellant to demonstrate that the decision is wrong.

### **Licensing Decisions**

15. Licensing decisions 'involve weighing a variety of competing considerations' and 'is essentially a matter of judgment rather than a matter of pure fact' *Hope & Glory*, (CA) [42] (see also [41]). Commenting upon the Court of Appeal decision of *Hope & Glory* [41]-[42] Hickinbottom J states that the decision stresses 'the essentially evaluative nature of the decision-making process in most licensing matters, which demand a complex balancing exercise, involving particularly the requirements of various strands of the public interest in specific circumstances, including the specific location. He [Touslon LJ] also marked the fact that Parliament has determined that, in this context, local authorities are best placed to make decisions of that nature.' *Taylor v Manchester City Council* [2012] EWHC 3467 (Admin) [9].

### **Wider Community Benefit**

16. It must, always, be remembered that the decision is one being made in the wider public interest for the promotion of the licensing objectives (see above). In the case of *R (on the application of Chief Constable of Nottinghamshire Police v Nottingham Magistrates' Court)* [2009] EWHC 3182 (Admin) Lord Justice Moses advises the District Judge that 'He [the District Judge / the Magistrates] would also have to bear in mind that the decision in relation to the appeal as to the licence, as to conditions in the licence, is not a decision similar to that which he would be accustomed to resolving in the course of ordinary litigation. There is no controversy between the parties, no decision in favour of one or another of them, but the decision is made for the public benefit one way or the other in order to achieve the statutory objectives.' [para 38]. See also *Hope & Glory* (CA) [41] and *East Lindsey District Council v Abu Hanif* [2016].

## **Licensing Policy Statement and Framework Hours and Review Guidance**

17. The Appellant's skeleton argument refers to the fact that the sub-committee failed in its Decision to follow the recommended opening hours in the Council's own licencing policy statement ("LPS"), moreover it makes reference to *Waltham Forest LBC v Marshall* [2020]1 W.L.R 3187, and suggests that the Council's starting point on hours should be from the policy, and it must look at the objectives of the policy and ask itself whether those objectives will be met if the policy is not followed. If this is the argument being advance then the point is a bad one, the policy regarding opening hours would only be relevant if the Council were considering a new application for a premises licence.
  
18. The starting point in relation to a review of a premises licence can be found in the statutory guidance where it says, amongst other things, that in deciding which powers to use, it is expected that the licencing authority should so far as possible seek to establish the cause or causes or concerns that the representations identify. **The remedial action taken should generally be directed at these courses and should always be no more than an appropriate and proportionate response to address the courses of concern that instigated the review.**

### **Appropriate and proportionate**

19. In discussing the powers of a licensing authority on the determination of a review (and, therefore, this Court on appeal), the Guidance states, inter alia (emphasis added):

'11.20 In deciding which of these powers to invoke, it is expected that licensing authorities should so far as possible seek to establish the cause or causes of the concerns that the representations identify. The remedial action taken should generally be directed at these causes and **should always be no more than an appropriate and proportionate response to address the causes of concern that instigated the review.**'

20. The Guidance further states, at paragraph 9.43, that (emphasis added):

‘The authority’s determination should be evidence-based, justified as being **appropriate for the promotion of the licensing objectives and proportionate to what it is intended to achieve.**’

21. This issue of proportionality has been considered by Lord Chief Justice Bingham at paragraph 41 of his judgment in *R v Secretary of State for Health ex p Eastside Cheese* [1999] 3 CMLR 123, where he stated that proportionality “is one of the basic principles of Community law” and approvingly cited this statement of the law from the case of *R v Minister of Agriculture, Fisheries and Food and Another*, which is of relevance to the instant appeal (emphasis added):

22. ‘By virtue of that principle, the lawfulness of the prohibition of an economic activity is subject to the condition that the prohibitory measures are **appropriate and necessary** in order to achieve the objectives legitimately pursued by the legislation in question; **when there is a choice between several appropriate measures recourse must be had to the least onerous, and the disadvantages caused must not be disproportionate to the aims pursued.**’

### **Public Nuisance or Private Nuisance**

23. Section 4 the 2003 Act provides that a licensing authority must carry out its functions under this Act (“licensing functions”) with a view to promoting the licensing objectives. By virtue of s.4 of the Act, the licensing objectives are, namely:

- a. the prevention of crime and disorder;
- b. public safety;
- c. **the prevention of public nuisance;** and
- d. the protection of children from harm.



Further, in carrying out these licensing functions, a licensing authority is obliged also to have regard to:

- a) its licensing statement (or 'policy') published under section 5, and
- b) any guidance issued by the Secretary of State under section 182 of the Act.

24. Section 51 of the 2003 Act provides that where a premises licence has effect, a responsible authority or any other person may apply to the relevant licensing authority for a review of the licence.

25. Section 51(4) of the 2003 Act provides that the relevant licensing authority may, at any time, reject any ground for review specified in an application under this section if it is satisfied—

- (a) that the ground is **not relevant to one or more of the licensing objectives**,  
or

- (b) ...

26. Section 52(3) of the 2003 Act provides that the authority must, having regard to the application and **any relevant representations**, take such of the steps mentioned in subsection (4) (if any) as it considers appropriate for the promotion of the licensing objectives, and Section 52(7) provides that “**relevant representations**” means representations which—

- (a) **are relevant to one or more of the licensing objectives**, and

- (b) ...

27. As already outlined, there is a requirement for the licensing authority in carrying out its functions to do so in accordance with the guidance issued by the Secretary of State under section 182 of the 2003 Act and to have regard to it. As suggested by Mrs Justice Slade in *R (on the application of Bassetlaw District Council) v Worksop Magistrates' Court* [2008] All ER (D) 65 (Nov) at paragraph 17 (emphasis added):

'It is recognised that the guidance cannot anticipate every possible scenario or set of circumstances that may arise. So long as the guidance has been properly and carefully understood and considered, licensing authorities may depart from it, if they have reason to do so. When doing so, licensing authorities will need to give full reasons for their decisions. Departure from the guidance could give rise to an appeal or judicial review and the reasons given will then be a key consideration for the courts when considering the lawfulness and merits of any decision taken.'

28. The licensing objectives, as previously stated, are the prevention of crime and disorder; public safety; **the prevention of public nuisance**; and the protection of children from harm.
29. In the present case the applicant for review is a property management and investment business and leaseholder of the 5 flats above the licensed premises and the only cause of complaints about noise are from some of the tenants who occupy the flats above the licensed premises. No one else has complained, including any other tenant, resident, owner or occupier of any other building or dwelling away from 670 Old Kent Road. The noise complaints are isolated to the building itself and are not sufficiently widespread and indiscriminate so as to affect persons living and working in the area of the licensed premises. There is on the evidence no suggestion that the noise was being heard in any other location.
30. In the case before the council there were no neighbour or tenant representations during the public consultation period of 28 days and no tenant or neighbour appeared before the committee to give evidence.
31. In the present case before the Court there are no neighbours or tenants giving evidence, and it is noteworthy that post the Decision last year, there has been limited cause for concern raised by the tenants about noise escape from the licenced premises. Please see attached summary of alleged complaints about noise.
  - a. Flat 4, raised an alleged complaint on the 3/01/2024 states that tenant doesn't have any dramas during the week at all. Have become accustomed to

noise levels at weekends and there have been no issues with antisocial behaviour (Page 261).

- b. Flat 5, wrote in an email of the 19/01/2024 that they barely heard any noise, and the voice was much lower (Page 276), and on the 09/02/2024 wrote that the noise issue is 'much better now' they cannot hear anything on a Sunday night and on a Saturday can only hear low level music. They have not raised any further complaints (Page 274).
  - c. Flat 1, An email was sent as a response to a request for information by the landlord, rather than a complaint raised by the tenant themselves. The tenant also wishes to know why they were not informed about the alleged ongoing noise complaint when they moved in, as the Landlords request makes it clear they were aware of it before the tenant moved in (Page 286) (notwithstanding the previous occupant sent a representation in support of the licenced premises and confirmed the premises were also cooperative).
32. In *R v Licensing Justices of East Gwent* (1999) 154 JP 339, the High Court found that justices were obliged to consider written statements of objectors who were not present, but how much weight they attached to it was a matter for them taking into account the fact that the makers had not given oral evidence and that such evidence had not been tested by cross-examination. The Editors of Paterson's Licensing Acts, state "...the question is, of course, whether *any* weight should be attached to objections from objectors who are not willing to be tested by cross-examination bearing in mind the applicant's right to a fair hearing. The issue remains to be resolved".
33. The only licensing objective conceivably engaged was 'the prevention of public nuisance'.
34. As it is today, there is only one tenant objector in Flat 5 and this is hearsay evidence, and this cannot be regarded in any sense as a 'public' nuisance. If this is not accepted then at its highest there are three tenants, i.e. Flat 1, 4 and 5, and this will still be regarded as private nuisance according to law. The current edition of the Guidance published by the Secretary of State under s.182 of the Act states:

'2.22 Public nuisance is given a statutory meaning in many pieces of legislation. It is however not narrowly defined in the 2003 Act and **retains its broad common law meaning**. It may include in appropriate circumstances the reduction of the living and working amenity and environment of other persons living and working in the area of the licensed premises. Public nuisance may also arise as a result of the adverse effects of artificial light, dust, odour and insects or where its effect is prejudicial to health.'

35. The courts have considered the distinction between public and private nuisances on many occasions. In *R (on the application of Hope and Glory) v Westminster Justices* [2009] EWHC 1996 (Admin) the District Judge considered whether there had been a 'public nuisance' (emphasis added):

"I have already found that noise nuisance was caused, by the patrons of The Endurance gathered in Kemps Court to Miss Schmidt, at 17b Berwick Street, and to Miss Rhys-Jenkins Bailey and her students at Westminster College on Hopkins Street. In addition, I note that although they have not given evidence before me, complaints were made about noise caused by the customers of Kemps Court by Tamara Berton of 17 Berwick Street, Mr Estranero of Ingestre Court and at least one other person who has not been identified had made complaint. In addition, Walter Rigby had made a complaint.

I find, on the balance of probabilities, that **given the number of residents, students and teachers affected and given the geographical spread, the nuisance clearly is a public nuisance.**"

36. The court then observed (emphasis added):

'[T]he words of Romer LJ in P.Y.A. Quarries are generally regarded as the *locus classicus* for the description of public nuisance. He said this, at page 184:

"I do not propose to attempt a more precise definition of public nuisance than those which emerge from the textbooks and authorities to which I have referred. It is, however, clear, in my opinion, that any nuisance is "public" which materially affects the reasonable comfort and convenience of life of a class of Her Majesty's subjects. The sphere of the nuisance may

be described generally as "the neighbourhood"; but **the question whether the local community within that sphere comprises a sufficient number of persons to constitute a class of the public is a question of fact in every case. It is not necessary, in my judgment, to prove that every member of the class has been injuriously affected; it is sufficient to show the representative cross-section of the class has been so affected for an injunction to be issued.**"

Burton J then went on to consider Denning LJ's analysis of 'the classic difference between a public and private nuisance', namely (emphasis added):

"a public nuisance affects Her Majesty's subjects generally, **whereas a private nuisance only affects particular individuals.** But this does not help much. The question, "When do a number of individuals become Her Majesty's subjects generally?" is as difficult to answer as the question "When does a group of people become a crowd?" Everyone has his own views. Even the answer "Two's company, three's a crowd" will not command the assent of those present unless they first agree on "which two". So here I decline to answer the question how many people are necessary to make up Her Majesty's subjects generally. **I prefer to look to the reason of the thing and to say that a public nuisance is a nuisance which is so widespread in its range or so indiscriminate in its effect that it would not be reasonable to expect one person to take proceedings on his own responsibility to put a stop to it, but that it should be taken on the responsibility of the community at large.**"

Having briefly analysed the leading authorities in the field the learned judge concluded [at para 61]:

"In the light of the words of Romer LJ, and the lack of approval of Denning LJ by Lord Rodger in the House of Lords, I do not read Denning LJ's words as meaning that the effect of the public nuisance must be very indiscriminate or very widespread. **It simply needs to be sufficiently widespread and sufficiently indiscriminate to amount to something more than private nuisance.**"

37. Whatever may be the arguments when there are a limited number of individuals locally complaining about a nuisance, it is submitted that those arguments cannot be said to arise in a case where there is but one or no more than three tenants complaining and they reside within the same property/building. In cases where there is alleged to be just such a *private* nuisance then, quite apart from the contractual and tortious remedies available to an affected neighbour, there are ample powers available to Environmental Health officers to prevent or determine an individual statutory noise nuisance. In this regard, the current version of the s.182 Guidance (which the authority was bound to follow, or provide reasons for any departure) specifically states:

‘1.19 Whilst licence conditions should not duplicate other statutory provisions, licensing authorities and licensees should be mindful of requirements and responsibilities placed on them by other legislation. Legislation which may be relevant includes:

..

- The Environmental Protection Act 1990
- The Noise Act 1996
- The Clean Neighbourhoods and Environmental Act 2005’.

38. The complaints of the tenants to an alleged ‘private’ nuisance, which did not fall within s.4 and s.52 (3), and/or relevant under s.52 (7) and should therefore have been disregarded by the council in its final decision.

39. Therefore, the imposition of the additional conditions relating to public nuisance are wrong. The licensing objective of public nuisance had not been undermined.

40. There was no basis upon which a tribunal acting reasonably could, in the light of that evidence before it, conclude that a public nuisance had occurred. Neither the licensing authority nor the Environmental Health apply for a review of the premises.

### Conclusion regarding Public and Private Nuisance

41. The fundamental point is that on the evidence, which the applicant must accept, there is one remaining tenant complaining about noise. The question therefore became whether the noise experienced by the flat owner could properly be described as a public nuisance? With respect, it is obvious that the Council nor this court are entitled to find a public nuisance. (R (Hope and Glory) Public House Ltd v City of Westminster Magistrates Court, supra; Att- Gen v PYA Quarries , supra )( Sheriffdom of Grampian, Highland and Islands -2023 WL 09529193).
42. In the event the court is not persuaded by the aforementioned argument then the imposition of licensing conditions relating to limiting the level of music that can be played at the premises is all that is needed to promote the licensing objective of preventing public nuisance, and there is no need to reduce the hours of the premises, as this would not be proportionate or appropriate. The police did not join the review nor give any evidence in this appeal and the Decision set out, amongst other things, that the police had not submitted a representation (only comments), making the allegations of disorder by the premises patrons questionable.
43. In *Daniel Thwaites plc* Mrs Justice Black was critical of the manner in which the justices had determined the case, saying (at para 63):

“It would be wrong, in my judgment, to say that the magistrates failed to take account of the licensing objectives. At the outset of their reasons, they correctly identify those which are relevant. Similarly, as the first interested party submits, whilst they did not *articulate* that the curtailment of the hours sought was “necessary” to promote those objectives, it is implied in their decision that they did take this view and it can also be inferred from their comment that because of the concept of migration, public nuisance and crime and disorder would be “an inevitable consequence” of leaving the hours as granted by the Local Authority. However, in my view their approach to what was “necessary” was coloured by a failure to take proper account of the changed approach to licensing introduced by the Act. **Had they had proper regard to the Act and the guidance, they would have approached the matter with a greater reluctance to impose regulation and would have looked for real evidence that it was required in the**

**circumstances of the case.** Their conclusion that it was so required on the basis of a risk of migration from other premises in the vicinity was not one to which a properly directed bench could have come. The fact that the police did not oppose the hours sought on this basis should have weighed very heavily with them **whereas, in fact, they appear to have dismissed the police view because it did not agree with their own.”**

44. The respondent’s sub-committee fell into precisely the same error in the present case. In the absence of evidence of a public nuisance it was wrong and contrary to law to modify the premises licence.
45. We therefore ask the Court to determine that a public nuisance has not occurred as a matter of fact, law or both.
46. In the event the court is not persuaded by the aforementioned argument then the imposition of licensing conditions relating to limiting the level of music is all that is needed to promote the licensing objective of preventing public nuisance, and address the cause of concern raised, and there is no need to reduce the hours of the premises, as this would not be proportionate or appropriate.

**David Dadds**

**4<sup>th</sup> June 2024**



**In the Matter of an Appeal against a Local Licensing Authority**

**IN THE CROYDON MAGISTRATES' COURT**

**Case Number: 2400086933**

**BETWEEN**

**SPACE INVESTMENTS LIMITED  
Appellant**

**and**

**1. LONDON BOROUGH OF SOUTHWARK  
First Respondent/Licensing Authority**

**2. UNIQUE CRISPENS FOOD LIMITED  
Second Respondent/Licence Holder**

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**Skeleton Argument of the Second Respondent**

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## GRID OF EVENTS at Wasobia

Item No	Date/Time	Alleged Complaints About Noise	Flat Number	Comments
	29/05/2021	Excessive noise reported Flats and appliances shook from bass and DJ shouts heard word for word. Approached manager – had concerns about his manners, disrespect & threats to kick them out of the flat	Tenant of Flat 1 (1)	Tenant complains that they were not made aware that there was a licenced premises directly underneath the flat that was open until late (Page 109)
	16/06/2021	Advised of attempts to speak with council. She advised that reports had been made to police and council continuously and reiterated request to move	Tenant of Flat 1 (1)	The tenant mentions again that they were not informed that there was a licenced premises downstairs when they took on the tenancy (Page 110)
	16/06/2021	Appellant forwarded noise team series of emails from tenants of Flat 1 (1) Council said noise need to be reported by tenant		Tenant expresses frustration was lack of council response. (Page 112)
	28/06/2021	Noise nuisance has got worse raised concerns there was no attention from police or council	Tenant of Flat 1 (1)	This email is sent in response to an enquiry, rather than a complaint made. Nothing heard from Police or Council (Page 113)
	23/09/2021	Termination notice received from tenant – reason cited was persistent noise nuisance	Tenant of Flat 1 (1)	Page 114
	04/01/2022	New Tenant reported major problems with noise. Described the flat as uninhabitable during operating hours of restaurant	Tenant of Flat 1 (2)	Tenant reports again that they were not given the full information about the premises below the flat before signing the lease (Page 75)
	24/01/2022	Tenants advised that they approached manager of Wazobia regarding noise levels and were threatened with removal from flat.	Tenant Flat 5	Page 93
	26/01/2022	Tenants confirmed noise nuisance every Friday and Saturday and shared worries regarding restaurant owner	Tenant Flat 5	Page 94
	02/05/2022	Officers from LA witnessed statutory nuisance and NAN served on 2 <sup>nd</sup> respondent. Warning letter sent to Wazobia 06/05/2022 but had no impact		
	15/02/2022	Report of continual noise nuisance / loud music past operating hours He said that recordings had been made but he had not involved the council yet.	Tenant of Flat 1 (2)	No formal complaint made at this stage (Page 76)

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	14/05/2022	Noise issue continuing. Council officers had witnessed Statutory nuisance and NAN had been issued. Tenant concerned that there was no effect on noise levels	Tenant of Flat 1 (2)	No complaints received for three month period between 15 <sup>th</sup> February and 14 <sup>th</sup> May 2022. Noise abatement notice issued for noise on 2 <sup>nd</sup> May 2022 (Page 78 & Page 294)
	24/05/2022	Shared recordings and confirmed noise nuisance was disturbing every Friday/Saturday/Sunday since they had moved in	Tenant of Flat 1 (2)	Statement (page 23) incorrectly states that this complaint came from a new tenant when it was actually the existing tenant due to move out on 31 <sup>st</sup> July (Page 79)
	26/05/2022	Appellant expressed concern to noise team that despite noise complaints reported and witnessed, noise still occurring.		
	28/04/2022	Tenant gave notice to vacate due to persistent noise nuisance	Tenant of Flat 1 (2)	Tenant activated break clause to leave in June rather than July as previously advised (page 77)  It is unclear whether they vacated in June or July as stated in the statement (Para 22 Page 24)
	30/05/2022	Appellant received general response from council noise team with how noise should be reported.		
	04/06/2022	NAN contravened and caution issued		Source ; p10 of noise expert document
	06/06/2022	Appellant raised concerns to council that NAN issued and no improvement made. Requested more meaningful proposal from noise nuisance team on how to resolve issues.		
	31/07/2022	Tenant left	Tenant of Flat 1 (2)	
	17/09/2022	New Tenant of flat 1 (Tenant of Flat 1 (3)) reported loud music and vibrations throughout the property on Fridays and Saturdays until 4am and they were considering moving out.	Tenant of Flat 1 (3)	Again, tenants were not informed of nature of premises downstairs before they signed the lease (page 60)
	10/11/2022	Received a distressed call from the tenant at Flat 1 followed up by email. Approached Restaurant owner directly and met with	Tenant of Flat 1 (3)	No formal complaints made by this tenant, they chose to leave the property (Page 61)

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		ignorance. Expressed no interest in escalating matters to the council/police and chose to terminate their lease and move out.		
	13/12/2022	Tenants moved out of flat 1	Tenant of Flat 1 (3)	
	08/05/2023	Tenant complained of excessive noise after 2am also gatherings and shouting outside the licenced premises	Tenant of Flat 4	Page 34
	09/05/2023	Tenant confirmed that complaint submitted to council noise team. Noise on Thursday/Friday/Saturday with swearing and arguing. Tenant did not feel safe to return home at late hours and enquired about moving out.	Tenant of Flat 4	The tenant confirms that the volume and level of disturbance was 'substantially louder than usual' and that there was an altercation outside the premises (page 35)
	16/05/2023	Tenant reported another loud party and enquired re terminating lease	Tenant of Flat 4	Page 37
	17/05/2023	Appellant approached Council Noise team to advise that tenants still experiencing noise nuisance. Shared complaints received from tenants		The appellants email of 17 <sup>th</sup> May confirms that no complaints were received by the council (page 38)
	23/05/2023	Tenant reported LB Southwark noise team had attended and witnessed noise issues.	Tenant of Flat 4	Email of 17 <sup>th</sup> May replied to on 23 <sup>rd</sup> May by tenant confirms that no complaints regarding the premises had been received recently (Page 38)  Tenants email confirms that Council attended on 23 <sup>rd</sup> May but not that they witnessed any issues.  Note from Management of Wazobia shows willingness to engage and work with residents (page 39)
	06/06/2023	Tenant said noise issues were continuing	Tenant of Flat 4	Tenant confirms they have turned the music down and they haven't issued any further noise notices (Page 40)

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	12/07/2023	Due to no response from council email of 17/5 appellant sent request to review the noise issue to council		
	13/07/2023	Noise team responded with general information again. They advised that since a stat nuisance not witnessed by an officer following service of the NAN, no action could be taken.		
	14/07/2023	Appellant complained to the council formally as it was creating significant expense for him to re-let the 5 properties.		
	29/07/2023	Tenant moved out due to noise nuisance	Tenant of Flat 4	
<b>POST OCTOBER 2023 REVIEW</b>				
	03/1/2024	Tenant reported noise issues every Friday and Saturday especially after midnight	Tenant of Flat 4 (2)	Email of 3/1/2024 states that tenant doesn't have any dramas during the week at all. Have become accustomed to noise levels at weekends and there have been no issues with antisocial behaviour (Page 261)
	04/01/2024	Noise reported from restaurant as 'disturbing over the weekends' Loud music operated and vibrations were felt up to 4am. Unable to sleep	Tenant of Flat 5	States that restaurant is very noisy, especially during the weekend period (Page 270)
	06/01/2024	Tenants shared recording of noise experienced between 1-2am every Fri/Sat. Flat 5 is 2 stories above Wazobia so flats below must be experiencing this as well	Tenant of Flat 5	
	09/01/2024	Tenant shared screenshot of complaint raised with council of noise	Tenant of Flat 5	Standard response received from the Council (Page 278-279)
	21/01/2024	Tenant confirmed noise levels have not changed and no answer when called council noise team.	Tenant of Flat 5	This is correct however email from tenant of 19 <sup>th</sup> January confirms that they barely heard any noise and the voice was much lower (Page 276)
	09/02/2024	Tenant said noise no longer heard on Sundays but music still present on Saturday night	Tenant of Flat 5	They state that the noise issue is 'much better now' they cannot hear anything on a Sunday night and on a Saturday can only hear low

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				level music. They have not raised any further complaints (Page 274)
	18/02/2024	Email received from Tenant noise still heard late. Attached a recording	Tenant of Flat 5	The email just states sound coming through at night, with no further details (Page 273)
	05/03/2024	Email from new Tenant confirming noise bad between 1-3am and not good for sleeping	Tenant of Flat 1(4)	This email is sent as a response to a request for information by the landlord, rather than a complaint raised by the tenant themselves. The tenant also wishes to know why they were not informed about the alleged ongoing noise complaint when they moved in, as the Landlords request makes it clear they were aware of it before the tenant moved in (Page 286)
	08/03/2024	Noise expert for Appellant (Big Sky Accoustics) attended property and 5 flats visited. Tested flats 1-5 between 23:24 and 01:49 and noise evident in each one of the flats		Source; p13 of noise expert document

Month	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Total
Flat 1	0	0	0	0	0	0	0	0	0	0	0	0	0
Flat 4	0	1	0	0	0	0	0	1	0	1	0	0	3
Flat 5	0	0	0	0	0	0	0	2	2	0	0	0	4
Total	0	1	0	0	0	0	0	3	2	1	0	0	7