

LICENSING ACT 2003 HEARING THURSDAY 7th MARCH 2019 AT 0930HRS
APPLICATION FOR THE GRANT OF A PREMISES LICENCE

1. Premises:
Local Food and Wine 441 Basingstoke Road Reading RG2 0JF

2. Applicant:
Inderjeet Singh Malhotra

3. Premises Licence: A licence is currently in force at the premises and is held by a Mr Gurmit Singh Gurwara. This licence was revoked by the licensing sub committee on 29 th March 2018 due to the employment of an illegal worker; breach of conditions and historical issues with illicit alcohol and tobacco. This decision was appealed by the applicant to the Magistrates Court meaning the licence is still in force. A court date of 25 th February 2019 has been set to hear this appeal. A further application for the grant of a premises licence in the name of a Jasnoor Singh Vadwah for the same premises was refused by the Licensing Sub Committee on 6 th September 2018. This is the second grant application submitted for consideration in respect of 441 Basingstoke Road since the original licence was revoked and the applicant this time is a Inderjeet Singh Malhotra.

4. Proposed licensable activities and hours:
The application is for the grant of a premises licence for the following activities: <u>Sale of Alcohol (off the premises)</u> Monday to Sunday from 0700hrs until 2300hrs <u>Opening Hours</u> Monday to Sunday from 0700hrs until 2300hrs

5. Temporary Event Notices
In considering any application the Licensing Authority should be aware of the possible use of Temporary Event Notices to extend entertainment activities or hours of operation. A premises may extend the hours or scope of their operation by the use of Temporary Event Notices. Up to 15 events per year can be held under this provision at a particular premises. These events may last for up to 168 hours provided less than 500 people are accommodated and provided the total number of days used for these events does not exceed 21 per year.

6. Date of receipt of application: 14th January 2019

A copy of the application form is attached at Appendix RF-1

7. Date of closure of period for representations: 11th February 2019

8. Representations received:

During the 28 day consultation process for the application, representations were received from:

Reading Borough Council Licensing (attached at appendix RF-2)

Reading Borough Council Trading Standards (attached at appendix RF-3)

Thames Valley Police (attached at appendix RF-4)

9. Licensing Objectives and Reading Borough Council's Licensing Policy Statement

In considering representations received the Licensing Authority has a duty to carry out its functions with a view to promoting the four licensing objectives, which are as follows:

- the prevention of crime and disorder;
- public safety
- the prevention of public nuisance
- the protection of children from harm

Any conditions that are placed on a premises licence should be appropriate and proportionate with a view to promoting the licensing objectives. The Licensing Authority can amend, alter or refuse an application should it be deemed appropriate for the promotion of the licensing objectives.

The Council's licensing policy also places an onus on applicant's who wish to open past 11pm to demonstrate how they will mitigate the issues of crime and disorder and potential public nuisance.

The Council's Licensing Policy Statement (October 2018)

Reducing the Strength

2.11 The Council recognises the link between high strength alcohol products, anti social behaviour and poor health outcomes. In 2017, the Licensing Authority in conjunction with partners at Thames Valley Police and the Community Alcohol Partnership launched a voluntary initiative to try and reduce the availability and sale of high strength beers and cider above 6.5% ABV.

2.12 There is a significant issue in the town centre and Oxford Road with persons identified as street drinkers purchasing single cans of high strength beers and ciders from licensed off licences. This has led to issues of anti

social behaviour in local communities. Most off licences in the town centre and Oxford Road areas have voluntarily agreed to stop selling single cans of high strength beers and ciders. Some have agreed to only sell packs of four whilst others have agreed not to sell these products at all. This has led to a reduction in the number of incidents of street drinking.

2.13 We would expect all licence holders and potential applicants to have regard to this initiative and include measures to restrict the sale of high strength products in single quantities or to not sell them at all. Failure to do so could lead to representations being made against applications for licences or applications to review licences that may be undermining the licensing objectives by selling these products in an irresponsible way.

2.14 The Licensing authority, in conjunction with relevant partners, will be expanding this initiative to include all off licences in Reading and would expect all applicants and current licence holders to take cognisance of this fact. Current licence holders are also expected to take steps to prevent any irresponsible retailing of these products.

Crime and Disorder Act 1998

3.2 This Act requires local authorities and other bodies to consider crime and disorder reduction. Section 17 of the Act states that it shall be the duty of each authority, to exercise its various functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that is reasonably can to prevent, crime and disorder in its area (including anti social and other behaviour adversely affecting the local environment). This links specifically with the licensing objective of prevention of crime and disorder and the licensing authority will take into account all reasonable measures that actively promote this licensing objective.

Licensing Conditions - General Approach

6.1 Conditions shall be appropriate and proportionate for the promotion of the licensing objectives and shall be unambiguous and clear in their stated aims. Conditions will also be tailored to the type, location and characteristics of the particular premises and the relevant licensable activities. Any condition imposed by the Authority shall also aim to avoid duplication of other legislation unless there is a requirement to impose such a condition in order to promote the licensing objectives (for example, a capacity limit for public safety reasons). This shall apply to all relevant applications (grant/variation of a premises licence or club premises certificate)

6.2 The operating schedule within an application should contain an assessment from the proposed licence holder of what they believe are appropriate and proportionate measures to enable them to carry out their proposed licensable activities. This assessment should be arrived at by taking cognisance of this policy and the Secretary of State's guidance which

outlines the matters that an applicant should take into account such as issues in the locality and why their proposed measures are suitable for their proposed operation.

Off Licences and Conditions - General Approach

6.11 Shops selling alcohol for consumption off the premises can be the focus of antisocial behaviour, crime and disorder and public disturbance. In the town centre and Oxford Road area, for example, there are significant issues with street drinking and the associated anti social behaviour this causes.

6.12 Any applications for off licences shall be considered in the light of all relevant matters that may undermine the licensing objectives such as street drinking in that locality as well as the availability of high strength beers, lagers and ciders and the detrimental effect those products have on health outcomes. This approach will apply to the whole Borough of Reading and the authority will seriously consider any representation made to it by Thames Valley Police, Public Health or other responsible authorities which indicate that the availability or sale of high strength beers, lagers and cider are likely to be detrimental to the promotion of the four licensing objectives.

6.13 When considering applications for off licences, the authority would expect applicants to acknowledge the above issues within their operating schedule.

6.16 All licence holders will be expected to actively participate in initiatives set up in Reading which aim to tackle the issues of alcohol related anti social behaviour and the proliferation of high strength beers, lagers and ciders above 6.5%. Initiatives such as 'Reducing the Strength' are proven to reduce alcohol related anti social behaviour in the Borough.

Licensed premises in residential areas

7.6 When dealing with applications and issuing licences, the authority is likely to impose stricter conditions on premises operating in residential areas if it considers it appropriate and proportionate to do so. This will apply to all premises types.

7.7 Generally, any licensed premises looking to open past 11pm (2300hrs) in a residential area will need to demonstrate clearly in their operating schedule that public nuisance will not result from later operation. As part of the operating schedule, applicants should read the Secretary of State's Guidance, this policy and any other relevant document and ensure that robust measures are included in any application.

7.8 Premises that wish to provide regulated entertainment may be subject to additional conditions to ensure that residents are not disturbed. This may include the use of sound limiters; keeping doors and windows closed and restricting the hours when music is played.

7.9 Premises with outdoor areas such as beer gardens and smoking areas may also be subject to further restrictions in regard to their operation and use.

7.10 Where any outside area is used for drinking and/or smoking - including the public highway outside of a licensed premises - and complaints of public nuisance or noise are received the authority will consider controls to limit the disturbance.

7.11 Premises that are planning to put on events that involve regulated entertainment may be required to provide the authority with a detailed event management plan of that event which may include a detailed noise risk assessment.

7.12 The licensing authority will seek the input of the Council's Environmental Protection and Nuisance team when looking at measures that may be appropriate for the prevention of public nuisance. This will include taking cognisance of any representations that are submitted as part of the application process or any enforcement action they have taken under their own legislation - such as noise abatement notices.

Hours of Sales in Off Licences

7.13 Shops, stores and supermarkets will generally be permitted to sell alcohol for consumption off the premises during their normal trading hours. However, in the case of individual shops that are suspected or known to be a focus of crime and disorder, anti social behaviour or public nuisance, then subject to relevant representations being received, a limit on licensing hours and opening hours may be appropriate.

Amended Guidance issued under section 182 of the Licensing Act 2003 April 2018

Licensing Objectives and Aims:

1.5 However, the legislation also 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 premises

Steps to promote the licensing objectives:

8.41 In completing an operating schedule, applicants are expected to have regard to the statement of licensing policy for their area. They must also be aware of the expectations of the licensing authority and the responsible authorities as to the steps that are appropriate for the promotion of the

licensing objectives, and to demonstrate knowledge of their local area when describing the steps they propose to take to promote the licensing objectives. Licensing authorities and responsible authorities are expected to publish information about what is meant by the promotion of the licensing objectives and to ensure that applicants can readily access advice about these matters. However, applicants are also expected to undertake their own enquiries about the area in which the premises are situated to inform the content of the application.

8.42 Applicants are, in particular, expected to obtain sufficient information to enable them to demonstrate, when setting out the steps they propose to take to promote the licensing objectives, that they understand:

- the layout of the local area and physical environment including crime and disorder hotspots, proximity to residential premises and proximity to areas where children may congregate;
- any risk posed to the local area by the applicants' proposed licensable activities; and
- any local initiatives (for example, local crime reduction initiatives or voluntary schemes including local taxi-marshalling schemes, street pastors and other schemes) which may help to mitigate potential risks.

8.43 Applicants are expected to include positive proposals in their application on how they will manage any potential risks. Where specific policies apply in the area (for example, a cumulative impact policy), applicants are also expected to demonstrate an understanding of how the policy impacts on their application; any measures they will take to mitigate the impact; and why they consider the application should be an exception to the policy.

8.44 It is expected that enquiries about the locality will assist applicants when determining the steps that are appropriate for the promotion of the licensing objectives. For example, premises with close proximity to residential premises should consider what effect this will have on their smoking, noise management and dispersal policies to ensure the promotion of the public nuisance objective. Applicants must consider all factors which may be relevant to the promotion of the licensing objectives, and where there are no known concerns, acknowledge this in their application.

8.45 The majority of information which applicants will require should be available in the licensing policy statement in the area. Other publicly available sources which may be of use to applicants include:

- the Crime Mapping website;
- Neighbourhood Statistics websites;
- websites or publications by local responsible authorities;
- websites or publications by local voluntary schemes and initiatives; and
- on-line mapping tools.

8.46 While applicants are not required to seek the views of responsible authorities before formally submitting their application, they may find them to be a useful source of expert advice on local issues that should be taken

into consideration when making an application. Licensing authorities may wish to encourage co-operation between applicants, responsible authorities and, where relevant, local residents and businesses before applications are submitted in order to minimise the scope for disputes to arise.

8.47 Applicants are expected to provide licensing authorities with sufficient information in this section to determine the extent to which their proposed steps are appropriate to promote the licensing objectives in the local area. Applications must not be based on providing a set of standard conditions to promote the licensing objectives and applicants are expected to make it clear why the steps they are proposing are appropriate for the premises.

8.48 All parties are expected to work together in partnership to ensure that the licensing objectives are promoted collectively. Where there are no disputes, the steps that applicants propose to take to promote the licensing objectives, as set out in the operating schedule, will very often translate directly into conditions that will be attached to premises licences with the minimum of fuss.

8.49 For some premises, it is possible that no measures will be appropriate to promote one or more of the licensing objectives, for example, because they are adequately covered by other existing legislation. It is however important that all operating schedules should be precise and clear about the measures that are proposed to promote each of the licensing objectives.

The role of responsible authorities

9.11 Responsible authorities under the 2003 Act are automatically notified of all new applications. While all responsible authorities may make representations regarding applications for licences and club premises certificates and full variation applications, it is the responsibility of each responsible authority to determine when they have appropriate grounds to do so.

9.12 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. For example, the police have a key role in managing the night-time economy and should have good working relationships with those operating in their local area⁵. The police should usually therefore be the licensing authority's main source of advice on matters relating to the promotion of the crime and disorder licensing objective. However, any responsible authority under the 2003 Act may make representations with regard to any of the licensing objectives if they have evidence to support such representations. Licensing authorities must therefore consider all relevant representations from responsible authorities carefully, even where the reason for a particular responsible authority's interest or expertise in the promotion of a particular objective may not be immediately apparent. However, it remains incumbent on all responsible authorities to ensure that their representations can withstand the scrutiny to which they would be

subject at a hearing.

Licensing authorities acting as responsible authorities

9.13 Licensing authorities are included in the list of responsible authorities. A similar framework exists in the Gambling Act 2005. The 2003 Act does not require responsible authorities to make representations about applications for the grant of premises licences or to take any other steps in respect of different licensing processes. It is, therefore, for the licensing authority to determine when it considers it appropriate to act in its capacity as a responsible authority; the licensing authority should make this decision in accordance with its duties under section 4 of the 2003 Act.

Determining Actions that are appropriate for the promotion of the Licensing Objectives

9.42 Licensing authorities are best placed to determine what actions are appropriate for the promotion of the licensing objectives in their areas. All licensing determinations should be considered on a case-by-case basis. They should take into account any representations or objections that have been received from responsible authorities or other persons, and representations made by the applicant or premises user as the case may be.

9.43 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.

Proposed Conditions

10.4 The conditions that are appropriate for the promotion of the licensing objectives should emerge initially from the risk assessment carried out by a prospective licence or certificate holder, which they should carry out before making their application for a premises licence or club premises certificate. This would be translated into the steps recorded in the operating schedule or club operating schedule, which must also set out the proposed hours during which licensable activities will be conducted and any other hours during which the premises will be open to the public.

10.5 It is not acceptable for licensing authorities to simply replicate the wording from an applicant's operating schedule. A condition should be interpreted in accordance with the applicant's intention.

Hours of Trading

10.15 Shops, stores and supermarkets should normally be free to provide sales of alcohol for consumption off the premises at any times when the retail outlet is open for shopping unless there are good reasons, based on the licensing objectives, for restricting those hours.

Designated Premises Supervisor

10.27 The main purpose of the 'designated premises supervisor' as defined in the 2003 Act is to ensure that there is always one specified individual among these personal licence holders who can be readily identified for the premises where a premises licence is in force. That person will normally have been given day to day responsibility for running the premises by the premises licence holder.

10.28 The 2003 Act does not require a designated premises supervisor or any other personal licence holder to be present on the premises at all times when alcohol is sold. However, the designated premises supervisor and the premises licence holder remain responsible for the premises at all times including compliance with the terms of the 2003 Act and conditions attached to the premises licence to promote the licensing objectives.

Licensing Act 2003

The Licensing Act 2003 under Section 18 (6) also states that any relevant representation should be considered in the context of:

(a) the likely effect of the grant of the premises licence on the promotion of the licensing objectives.

Therefore in the context of the grant of a licence, it is reasonable for the Licensing Authority to base its decision on an application on what the likely effects of granting a licence would have on the promotion of the licensing objectives.

Case Law

East Lindsey DC v Abu Hanif (2016) case law underpins the principles widely acknowledged within the Licensing Act 2003 that the licensing objectives are prospective, and that the prevention of crime and disorder requires a prospective consideration of what is warranted in the public interest, having regard to the twin considerations of prevention and deterrence.

Similarly the case law of British Beer and Pub Association v Canterbury City Council (2005) underpins the value of the Council's licensing policy. Mr Justice Richards stated: "The council is entitled to indicate in the policy its own expectations with regard to the promotion of the licensing objectives; and I do not think that an applicant can legitimately complain if a failure to take account of those expectations gives rise to representations...An applicant who does not tailor his application to the policy therefore faces an uphill struggle."



Reading
Application for a premises licence
Licensing Act 2003

For help contact
licensing@reading.gov.uk
 Telephone: 0118 937 3762

* required information

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You can save the form at any time and resume it later. You do not need to be logged in when you resume.

System reference

Not Currently In Use

This is the unique reference for this application generated by the system.

Your reference

You can put what you want here to help you track applications if you make lots of them. It is passed to the authority.

Are you an agent acting on behalf of the applicant?

Yes No

Put "no" if you are applying on your own behalf or on behalf of a business you own or work for.

Applicant Details

* First name

INDERJEET SINGH

* Family name

MALHOTRA

You must enter a valid e-mail address

* E-mail

NONE

Main telephone number

Include country code.

Other telephone number

Indicate here if the applicant would prefer not to be contacted by telephone

Is the applicant:

- Applying as a business or organisation, including as a sole trader
- Applying as an individual

A sole trader is a business owned by one person without any special legal structure. Applying as an individual means the applicant is applying so the applicant can be employed, or for some other personal reason, such as following a hobby.

Continued from previous page...

Address

* Building number or name	<input type="text"/>
* Street	<input type="text" value="NESTLES AVENUE"/>
District	<input type="text"/>
* City or town	<input type="text" value="HAYES"/>
County or administrative area	<input type="text"/>
* Postcode	<input type="text" value="UB3 4QA"/>
* Country	<input type="text" value="United Kingdom"/>

Agent Details

* First name	<input type="text" value="SURENDRA"/>
* Family name	<input type="text" value="PANCHAL"/>
* E-mail	<input type="text" value="info@personalllicencecourses.com"/>
Main telephone number	<input type="text" value="02086060558"/>
Other telephone number	<input type="text"/>

Include country code.

Indicate here if you would prefer not to be contacted by telephone

Are you:

- An agent that is a business or organisation, including a sole trader
 A private individual acting as an agent

A sole trader is a business owned by one person without any special legal structure.

Agent Business

Is your business registered in the UK with Companies House? Yes No

Note: completing the Applicant Business section is optional in this form.

Registration number	<input type="text" value="10291684"/>
Business name	<input type="text" value="PERSONAL LICENCE COURSES UK LTD"/>
VAT number	<input type="text" value="-"/>
Legal status	<input type="text" value="Private Limited Company"/>
Your position in the business	<input type="text" value="EMPLOYEE"/>
Home country	<input type="text" value="United Kingdom"/>

If your business is registered, use its registered name.

Put "none" if you are not registered for VAT.

The country where the headquarters of your business is located.

Continued from previous page...

Agent Registered Address

Address registered with Companies House.

Building number or name	<input type="text" value="145"/>
Street	<input type="text" value="STATION ROAD"/>
District	<input type="text"/>
City or town	<input type="text" value="WEST DRAYTON"/>
County or administrative area	<input type="text"/>
Postcode	<input type="text" value="UB7 7ND"/>
Country	<input type="text" value="United Kingdom"/>

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PREMISES DETAILS

I/we, as named in section 1, apply for a premises licence under section 17 of the Licensing Act 2003 for the premises described in section 2 below (the premises) and I/we are making this application to you as the relevant licensing authority in accordance with section 12 of the Licensing Act 2003.

Premises Address

Are you able to provide a postal address, OS map reference or description of the premises?

- Address OS map reference Description

Postal Address Of Premises

Building number or name	<input type="text" value="LOCAL FOOD & WINE"/>
Street	<input type="text" value="441 BASINGSTOKE ROAD"/>
District	<input type="text"/>
City or town	<input type="text" value="READING"/>
County or administrative area	<input type="text"/>
Postcode	<input type="text" value="RG2 0JF"/>
Country	<input type="text" value="United Kingdom"/>

Further Details

Telephone number	<input type="text"/>
Non-domestic rateable value of premises (£)	<input type="text" value="8,300"/>

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APPLICATION DETAILS

In what capacity are you applying for the premises licence?

- An individual or individuals
- A limited company / limited liability partnership
- A partnership (other than limited liability)
- An unincorporated association
- Other (for example a statutory corporation)
- A recognised club
- A charity
- The proprietor of an educational establishment
- A health service body
- A person who is registered under part 2 of the Care Standards Act 2000 (c14) in respect of an independent hospital in Wales
- A person who is registered under Chapter 2 of Part 1 of the Health and Social Care Act 2008 in respect of the carrying on of a regulated activity (within the meaning of that Part) in an independent hospital in England
- The chief officer of police of a police force in England and Wales

Confirm The Following

- I am carrying on or proposing to carry on a business which involves the use of the premises for licensable activities
- I am making the application pursuant to a statutory function
- I am making the application pursuant to a function discharged by virtue of Her Majesty's prerogative

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INDIVIDUAL APPLICANT DETAILS

Applicant Name

Is the name the same as (or similar to) the details given in section one?

- Yes No

If "Yes" is selected you can re-use the details from section one, or amend them as required. Select "No" to enter a completely new set of details.

First name

INDERJEET SINGH

Family name

MALHOTRA

Is the applicant 18 years of age or older?

- Yes No

Continued from previous page...

Current Residential Address

Is the address the same as (or similar to) the address given in section one?

If "Yes" is selected you can re-use the details from section one, or amend them as required. Select "No" to enter a completely new set of details.

Yes No

Building number or name	<input type="text"/>
Street	<input type="text" value="NESTLES AVENUE"/>
District	<input type="text"/>
City or town	<input type="text" value="HAYES"/>
County or administrative area	<input type="text"/>
Postcode	<input type="text" value="UB3 4QA"/>
Country	<input type="text" value="United Kingdom"/>

Applicant Contact Details

Are the contact details the same as (or similar to) those given in section one?

If "Yes" is selected you can re-use the details from section one, or amend them as required. Select "No" to enter a completely new set of details.

Yes No

You must enter a valid email address

E-mail	<input type="text" value="NONE"/>
Telephone number	<input type="text"/>
Other telephone number	<input type="text"/>
* Date of birth	<input type="text" value="dd"/> / <input type="text" value="mm"/> / <input type="text" value="yyyy"/>
* Nationality	<input type="text" value="AFGHANI"/>

[Documents that demonstrate entitlement to work in the UK](#)

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OPERATING SCHEDULE

When do you want the premises licence to start? / /
dd mm yyyy

If you wish the licence to be valid only for a limited period, when do you want it to end / /
dd mm yyyy

Provide a general description of the premises

For example the type of premises, its general situation and layout and any other information which could be relevant to the licensing objectives. Where your application includes off-supplies of alcohol and you intend to provide a place for consumption of these off- supplies you must include a description of where the place will be and its proximity to the premises.

Continued from previous page...

OFF LICENCE AND CONVENIENCE STORE

If 5,000 or more people are expected to attend the premises at any one time, state the number expected to attend

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PROVISION OF PLAYS

[See guidance on regulated entertainment](#)

Will you be providing plays?

- Yes No

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PROVISION OF FILMS

[See guidance on regulated entertainment](#)

Will you be providing films?

- Yes No

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PROVISION OF INDOOR SPORTING EVENTS

[See guidance on regulated entertainment](#)

Will you be providing indoor sporting events?

- Yes No

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PROVISION OF BOXING OR WRESTLING ENTERTAINMENTS

[See guidance on regulated entertainment](#)

Will you be providing boxing or wrestling entertainments?

- Yes No

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PROVISION OF LIVE MUSIC

[See guidance on regulated entertainment](#)

Will you be providing live music?

- Yes No

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PROVISION OF RECORDED MUSIC

[See guidance on regulated entertainment](#)

Will you be providing recorded music?

- Yes No

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PROVISION OF PERFORMANCES OF DANCE

[See guidance on regulated entertainment](#)

Will you be providing performances of dance?

- Yes No

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PROVISION OF ANYTHING OF A SIMILAR DESCRIPTION TO LIVE MUSIC, RECORDED MUSIC OR PERFORMANCES OF DANCE

[See guidance on regulated entertainment](#)

Will you be providing anything similar to live music, recorded music or performances of dance?

- Yes No

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LATE NIGHT REFRESHMENT

Will you be providing late night refreshment?

- Yes No

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SUPPLY OF ALCOHOL

Will you be selling or supplying alcohol?

- Yes No

Standard Days And Timings

MONDAY

Start

End

Start

End

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

TUESDAY

Start

End

Start

End

WEDNESDAY

Start

End

Start

End

THURSDAY

Start

End

Start

End

FRIDAY

Start

End

Start

End

Continued from previous page...

SATURDAY

Start

End

Start

End

SUNDAY

Start

End

Start

End

Will the sale of alcohol be for consumption:

- On the premises Off the premises Both

If the sale of alcohol is for consumption on the premises select on, if the sale of alcohol is for consumption away from the premises select off. If the sale of alcohol is for consumption on the premises and away from the premises select both.

State any seasonal variations

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

NONE

Non-standard timings. Where the premises will be used for the supply of alcohol at different times from those listed in the column on the left, list below

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

NONE

State the name and details of the individual whom you wish to specify on the licence as premises supervisor

Name

First name

Family name

Date of birth

dd

mm

yyyy

Continued from previous page...

Enter the contact's address

Building number or name	<input type="text"/>
Street	<input type="text" value="NESTLES AVENUE"/>
District	<input type="text"/>
City or town	<input type="text" value="HAYES"/>
County or administrative area	<input type="text"/>
Postcode	<input type="text" value="UB3 4QA"/>
Country	<input type="text" value="United Kingdom"/>
Personal Licence number (if known)	<input type="text" value="TO BE APPLIED FOR"/>
Issuing licensing authority (if known)	<input type="text" value="LONDON BOROUGH OF HILLINGDON"/>

PROPOSED DESIGNATED PREMISES SUPERVISOR CONSENT

How will the consent form of the proposed designated premises supervisor be supplied to the authority?

- Electronically, by the proposed designated premises supervisor
- As an attachment to this application

Reference number for consent form (if known)

If the consent form is already submitted, ask the proposed designated premises supervisor for its 'system reference' or 'your reference'.

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ADULT ENTERTAINMENT

Highlight any adult entertainment or services, activities, or other entertainment or matters ancillary to the use of the premises that may give rise to concern in respect of children

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

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HOURS PREMISES ARE OPEN TO THE PUBLIC

Standard Days And Timings

MONDAY

Start

End

Start

End

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

Continued from previous page...

TUESDAY

Start	<input type="text" value="07:00"/>	End	<input type="text" value="23:00"/>
Start	<input type="text"/>	End	<input type="text"/>

WEDNESDAY

Start	<input type="text" value="07:00"/>	End	<input type="text" value="23:00"/>
Start	<input type="text"/>	End	<input type="text"/>

THURSDAY

Start	<input type="text" value="07:00"/>	End	<input type="text" value="23:00"/>
Start	<input type="text"/>	End	<input type="text"/>

FRIDAY

Start	<input type="text" value="07:00"/>	End	<input type="text" value="23:00"/>
Start	<input type="text"/>	End	<input type="text"/>

SATURDAY

Start	<input type="text" value="07:00"/>	End	<input type="text" value="23:00"/>
Start	<input type="text"/>	End	<input type="text"/>

SUNDAY

Start	<input type="text" value="07:00"/>	End	<input type="text" value="23:00"/>
Start	<input type="text"/>	End	<input type="text"/>

State any seasonal variations

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

NONE

Non standard timings. Where you intend to use the premises to be open to the members and guests at different times from those listed in the column on the left, list below

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

NONE

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LICENSING OBJECTIVES

Describe the steps you intend to take to promote the four licensing objectives:

a) General – all four licensing objectives (b,c,d,e)

Continued from previous page...

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

1. Strict implementation of challenge 25 policy
2. CCTV to be installed and 28 days recoding system
3. All staff to be trained in responsible alcohol retailing
4. Training manual will be available at the premises

b) The prevention of crime and disorder

Staff Training

1. Staff employed to sell alcohol shall undergo training upon induction before they are allowed to sell alcohol. This shall include, but not be limited to:-

- The premises age verification policy
- Dealing with refusal of sales
- Proxy purchasing
- Recognising valid identity documents not in the English language
- Identifying attempts by intoxicated persons to purchase alcohol
- Identifying signs of intoxication
- Conflict management
- How to identify and safeguard vulnerable persons who attend and leave the premises.

2. Such training sessions are to be documented and refreshed every six months. All training sessions are to be documented in English. Records of training shall be kept for a minimum of one year and be made available to an authorised officer of Thames Valley Police and Reading Borough Council upon request.

CCTV

1. The premises licence holder shall ensure the premises' digitally recorded CCTV system cameras shall continually record whilst the premises are open to the public and recordings shall be kept for a minimum of 31 days with time and date stamping. The entire licensable area shall be covered by the CCTV.

2. Data recordings shall be made immediately available to an authorised officer of Thames Valley Police or Reading Borough Council together with facilities for viewing upon request, subject to the provisions of the Data Protection Act.

3. Recorded images shall be of such quality as to be able to identify the recorded person in any light.

4. At least one member of staff on the premises at any time during operating hours shall be trained to access and download material from the CCTV system.

5. A sign advising customers that CCTV is in use shall be positioned in a prominent position.

Immigration (Right to work) Documents

1. The premises licence holder or nominated representative shall keep and maintain all right to work documents for all staff members.

2. Right to work documents shall be kept at the premises and produced to authorised officers of Reading Borough Council and Thames Valley Police upon request.

Alcohol Wholesale Registration Scheme

1. The Premises Licence Holder shall have available on the premises, for inspection by an authorised officer of Reading Borough Council or Thames Valley Police at any reasonable time, true copies of invoices, receipts or other records of transactions for all tobacco and alcohol products purchased in the preceding three months.

2. All alcohol products shall only be purchased from outlets registered with HMRC's Alcohol Wholesale Registration Scheme.

Additional Conditions:

All staff involved in the sale of alcohol must attend and pass the BII Level 1 Award in Responsible Alcohol Retailing or equivalent within 28 days of employment or equivalent. All staff shall be trained on the law relating to underage sales and

Continued from previous page...

how to question and refuse sales if necessary. Records of the training and reminders given shall be retained and be readily made available to authorised officers of Reading Borough Council and the Police on request.

All incidents which impact on any of the four licensing objectives shall be recorded on a register kept at the premises for this purpose. In the case of refusals for under age sales, the date, time, person refusing, the reason for refusal and a brief description of the customer shall be recorded. The register must be made available to an authorised officer of the Licensing Authority and the Police on request. The log shall be signed off by the Designated Premises Supervisor or nominated representative at the end of each trading sessions. A weekly review of the incident register shall also be carried out by the Designated Premises Supervisor.

Additional Conditions:

1. In relation to the business, 441 Basingstoke Road, Reading, RG2 0JF, Mr Inderjeet Singh Malhotra, his servants, agents and employees are not to have any direct or indirect contact with Mr Gurmit Singh Gurwara.
2. Mr Gurmit Singh Gurwara shall be excluded from the premises when licensable activities are undertaken and have no direct or indirect involvement with the day to day business.

c) Public safety

1. Installation of appropriate safety equipment
2. Fire exit signs displayed
3. To comply with all current, fire, health and safety laws
4. CCTV working at all times

d) The prevention of public nuisance

1. Notice displayed asking customers to leave quietly from premises also customers will be told in person to leave quietly and not to disturb the local neighborhood
2. Strict policy in place to tell all staff not to serve alcohol to drunks at all
3. Appropriate signage will be displayed, in prominent position informing customers they are being recorded on CCTV

e) The protection of children from harm

1. The premises shall at all times operate a Challenge 25 policy to prevent any customers who attempt to purchase alcohol and who appear to the staff member to be under the age of 25 years without having first provided identification.
2. Only a valid British driver's licence showing a photograph of the person, a valid passport or proof of age card showing the 'Pass' hologram are to be accepted as identification. Military ID Cards can also be accepted.
3. Notices advertising the Challenge 25 and proof of age verification policies shall be displayed in a prominent positions on the premises.

Refusal Book

All staff involved in the sale of alcohol shall be trained to record refusals of sales of alcohol in a refusal log/book.

1. A refusal register whether written or electronic – shall be used, kept and maintained at the premises.
2. The refusal register shall record the time and date of the refusal; which age restricted product was refused, details of the staff member refusing service and a description of the person refused.
3. The refusal log shall be produced to authorised officers of Reading Borough Council and Thames Valley Police upon request.

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NOTES ON DEMONSTRATING ENTITLEMENT TO WORK IN THE UK

Continued from previous page...

Entitlement to work/immigration status for individual applicants and applications from partnerships which are not limited liability partnerships:

A licence may not be held by an individual or an individual in a partnership who is resident in the UK who:

- does not have the right to live and work in the UK; or
- is subject to a condition preventing him or her from doing work relating to the carrying on of a licensable activity.

Any premises licence issued in respect of an application made on or after 6 April 2017 will become invalid if the holder ceases to be entitled to work in the UK.

Applicants must demonstrate that they have an entitlement to work in the UK and are not subject to a condition preventing them from doing work relating to the carrying on of a licensable activity. They do this by providing with this application copies or scanned copies of the following documents (which do not need to be certified).

Documents which demonstrate entitlement to work in the UK

- An expired or current passport showing the holder, or a person named in the passport as the child of the holder, is a British citizen or a citizen of the UK and Colonies having the right of abode in the UK [please see note below about which sections of the passport to copy].
- An expired or current passport or national identity card showing the holder, or a person named in the passport as the child of the holder, is a national of a European Economic Area country or Switzerland.
- A Registration Certificate or document certifying permanent residence issued by the Home Office to a national of a European Economic Area country or Switzerland.
- A Permanent Residence Card issued by the Home Office to the family member of a national of a European Economic Area country or Switzerland.
- A **current** Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder indicating that the person named is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.
- A **current** passport endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, has the right of abode in the UK, or has no time limit on their stay in the UK.
- A **current** Immigration Status Document issued by the Home Office to the holder with an endorsement indicating that the named person is allowed to stay indefinitely in the UK or has no time limit on their stay in the UK, **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A **full** birth or adoption certificate issued in the UK which includes the name(s) of at least one of the holder's parents or adoptive parents, **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A birth or adoption certificate issued in the Channel Islands, the Isle of Man or Ireland **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A certificate of registration or naturalisation as a British citizen, **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A **current** passport endorsed to show that the holder is allowed to stay in the UK and is currently allowed to work and is not subject to a condition preventing the holder from doing work relating to the carrying on of a licensable activity.

Continued from previous page...

- A **current** Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder which indicates that the named person can currently stay in the UK and is allowed to work relation to the carrying on of a licensable activity.
- A **current** Residence Card issued by the Home Office to a person who is not a national of a European Economic Area state or Switzerland but who is a family member of such a national or who has derivative rights or residence.
- A **current** Immigration Status Document containing a photograph issued by the Home Office to the holder with an endorsement indicating that the named person may stay in the UK, and is allowed to work and is not subject to a condition preventing the holder from doing work relating to the carrying on of a licensable activity **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A Certificate of Application, **less than 6 months old**, issued by the Home Office under regulation 17(3) or 18A (2) of the Immigration (European Economic Area) Regulations 2006, to a person who is not a national of a European Economic Area state or Switzerland but who is a family member of such a national or who has derivative rights of residence.
- Reasonable evidence that the person has an outstanding application to vary their permission to be in the UK with the Home Office such as the Home Office acknowledgement letter or proof of postage evidence, or reasonable evidence that the person has an appeal or administrative review pending on an immigration decision, such as an appeal or administrative review reference number.
- Reasonable evidence that a person who is not a national of a European Economic Area state or Switzerland but who is a family member of such a national or who has derivative rights of residence in exercising treaty rights in the UK including:-
 - evidence of the applicant's own identity – such as a passport,
 - evidence of their relationship with the European Economic Area family member – e.g. a marriage certificate, civil partnership certificate or birth certificate, and
 - evidence that the European Economic Area national has a right of permanent residence in the UK or is one of the following if they have been in the UK for more than 3 months:
 - (i) working e.g. employment contract, wage slips, letter from the employer,
 - (ii) self-employed e.g. contracts, invoices, or audited accounts with a bank,
 - (iii) studying e.g. letter from the school, college or university and evidence of sufficient funds; or
 - (iv) self-sufficient e.g. bank statements.

Family members of European Economic Area nationals who are studying or financially independent must also provide evidence that the European Economic Area national and any family members hold comprehensive sickness insurance in the UK. This can include a private medical insurance policy, an EHIC card or an S1, S2 or S3 form.

Original documents must not be sent to licensing authorities. If the document copied is a passport, a copy of the following pages should be provided:-

- (i) any page containing the holder's personal details including nationality;
- (ii) any page containing the holder's photograph;
- (iii) any page containing the holder's signature;
- (iv) any page containing the date of expiry; and
- (v) any page containing information indicating the holder has permission to enter or remain in the UK and is permitted to work.

If the document is not a passport, a copy of the whole document should be provided.

Your right to work will be checked as part of your licensing application and this could involve us checking your immigration status with the Home Office. We may otherwise share information with the Home Office. Your licence application will not be determined until you have complied with this guidance.

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NOTES ON REGULATED ENTERTAINMENT

Continued from previous page...

In terms of specific **regulated entertainments** please note that:

- Plays: no licence is required for performances between 08:00 and 23.00 on any day, provided that the audience does not exceed 500.
- Films: no licence is required for 'not-for-profit' film exhibition held in community premises between 08.00 and 23.00 on any day provided that the audience does not exceed 500 and the organiser (a) gets consent to the screening from a person who is responsible for the premises; and (b) ensures that each such screening abides by age classification ratings.
- Indoor sporting events: no licence is required for performances between 08.00 and 23.00 on any day, provided that the audience does not exceed 1000.
- Boxing or Wrestling Entertainment: no licence is required for a contest, exhibition or display of Greco-Roman wrestling, or freestyle wrestling between 08.00 and 23.00 on any day, provided that the audience does not exceed 1000. Combined fighting sports – defined as a contest, exhibition or display which combines boxing or wrestling with one or more martial arts – are licensable as a boxing or wrestling entertainment rather than an indoor sporting event.
- Live music: no licence permission is required for:
 - o a performance of unamplified live music between 08.00 and 23.00 on any day, on any premises.
 - o a performance of amplified live music between 08.00 and 23.00 on any day on premises authorised to sell alcohol for consumption on those premises, provided that the audience does not exceed 500.
 - o a performance of amplified live music between 08.00 and 23.00 on any day, in a workplace that is not licensed to sell alcohol on those premises, provided that the audience does not exceed 500.
 - o a performance of amplified live music between 08.00 and 23.00 on any day, in a church hall, village hall, community hall, or other similar community premises, that is not licensed by a premises licence to sell alcohol, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance from a person who is responsible for the premises.
 - o a performance of amplified live music between 08.00 and 23.00 on any day, at the non-residential premises of (i) a local authority, or (ii) a school, or (iii) a hospital, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance on the relevant premises from: (i) the local authority concerned, or (ii) the school or (iii) the health care provider for the hospital.
- Recorded Music: no licence permission is required for:
 - o any playing of recorded music between 08.00 and 23.00 on any day on premises authorised to sell alcohol for consumption on those premises, provided that the audience does not exceed 500.
 - o any playing of recorded music between 08.00 and 23.00 on any day, in a church hall, village hall, community hall, or other similar community premises, that is not licensed by a premises licence to sell alcohol, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance from a person who is responsible for the premises.
 - o any playing of recorded music between 08.00 and 23.00 on any day, at the non-residential premises of (i) a local authority, or (ii) a school, or (iii) a hospital, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance on the relevant premises from: (i) the local authority concerned, or (ii) the school proprietor or (iii) the health care provider for the hospital.

Continued from previous page...

- Dance: no licence is required for performances between 08.00 and 23.00 on any day, provided that the audience does not exceed 500. However, a performance which amounts to adult entertainment remains licensable.
- Cross activity exemptions: no licence is required between 08.00 and 23.00 on any day, with no limit on audience size for:
 - o any entertainment taking place on the premises of the local authority where the entertainment is provided by or on behalf of the local authority;
 - o any entertainment taking place on the hospital premises of the health care provider where the entertainment is provided by or on behalf of the health care provider;
 - o any entertainment taking place on the premises of the school where the entertainment is provided by or on behalf of the school proprietor; and
 - o any entertainment (excluding films and a boxing or wrestling entertainment) taking place at a travelling circus, provided that (a) it takes place within a moveable structure that accommodates the audience, and (b) that the travelling circus has not been located on the same site for more than 28 consecutive days.

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PAYMENT DETAILS

This fee must be paid to the authority. If you complete the application online, you must pay it by debit or credit card.

The fee payable will be based on the rateable value of the property. Band A - 0 - 4300 - Fee Payable - 100 Band B - 4301 - 33,000 - Fee Payable - 190 Band C - 33,001 - 87,000 - Fee Payable - 315 Band D - 87,001 - 125,000 - Fee payable - 450 Band E - 125,001 and over - Fee payable - 635 Additional fees apply to outdoor events.

* Fee amount (£)

190.00

DECLARATION

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

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

Ticking this box indicates you have read and understood the above declaration

This section should be completed by the applicant, unless you answered "Yes" to the question "Are you an agent acting on behalf of the applicant?"

* Full name

SURENDRA PANCHAL

* Capacity

DULY AUTHORISED AGENT

* Date

14 / 01 / 2018
dd mm yyyy

Add another signatory

Once you're finished you need to do the following:

1. Save this form to your computer by clicking file/save as...

2. Go back to <https://www.gov.uk/apply-for-a-licence/premises-licence/reading/apply-1> to upload this file and continue with your application.

Don't forget to make sure you have all your supporting documentation to hand.

Continued from previous page...

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

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

OFFICE USE ONLY

Applicant reference number	<input type="text"/>
Fee paid	<input type="text"/>
Payment provider reference	<input type="text"/>
ELMS Payment Reference	<input type="text"/>
Payment status	<input type="text"/>
Payment authorisation code	<input type="text"/>
Payment authorisation date	<input type="text"/>
Date and time submitted	<input type="text"/>
Approval deadline	<input type="text"/>
Error message	<input type="text"/>
Is Digitally signed	<input type="checkbox"/>

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Name of Officer	Peter Narancic						
Type of Application	Grant of a Premises Licence - Licensing Act 2003						
Name of Premises	Local Food & Wine						
Address	441 Basingstoke Road						
	Reading						
	RG2 OJF						
Proposed Licensable Activities	Sale by Retail of Alcohol						
Finish Times	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	X	X	X	X	X	X	X
<u>Content of Application</u>							
The application seeks to:							
1.	Supply of Alcohol (off premises)			Monday - Sunday		0700 to 2300 hours	
2.	Hours premises open to public			Monday - Sunday		0700 to 2300 hours	
<u>Officer comments</u>							
<p>The Licensing team object to the application made on behalf of Mr Inderjeet Singh Malhotra to operate the premises known as Local Food and Wine, 441 Basingstoke Road, Reading as we believe granting a licence will undermine the promotion of the licensing objectives - notably the prevention of crime and disorder. We have concerns over the applicant and their suitability to run a licensed premises in accordance with legislation and the promotion of the licensing objectives. Section 18 (6) of the Licensing Act 2003 states that representations should relate to the <u>likely effect</u> of granting a licence on the licensing objectives and we believe that the likely effect of granting this licence is that the proposed licence holder will have no day to day control of this business and that he is, in effect, applying for a licence on behalf of someone else - notably the current business owner who has committed serious criminal offences at the premises, which resulted in a review of the premises licence.</p> <p>The Licensing team is concerned that Mr Malhotra has not contacted them or Thames Valley Police or provided additional documentation to show he is a genuine interested party to take over this troubled business.</p>							
<u>History</u>							
<p>On 29 March 2018, the Sub-Committee revoked the premises licence for the employment of an illegal worker, the failure of the present Premises licence holder to promote the licensing objectives due to breaches of licence conditions found in 2015</p>							

and 2017, the Sub-Committee were concerned that the Premises Licence Holder had failed to provide a credible account or reason for illicit alcohol being found on the premises or the illegal worker.

It is the duty of any responsible employer to ensure that the correct right to work checks are carried out. This has been a legal requirement since the late 1990's. The premises licence holder has employed a person who has no right to work or live in the UK. Clearly, right to work checks were not being carried out. The Immigration Act 2016 amended Section 21 of the Immigration, Asylum and Nationality Act 2006 and is the relevant legislation that deals with the employment of illegal workers

It is well documented Illegal working is not victimless, it undercuts honest employers, cheats legitimate job seekers out of employment opportunities and defrauds the public purse.

There are potentially numerous other criminal offences which may apply to the employment of illegal workers and these are summarised as follows:

1. The exploitation of illegal workers by unscrupulous employers means that the only person who benefits from their employment is the licence holder through financial gain.
2. Illegal workers - being in the country illegally or working illegally - are unable to declare themselves to the authorities and seek public assistance should they require it.
3. Illegal workers are often paid 'off the record' by the employer meaning that the correct tax and national insurance deductions are not taken into account or declared to HMRC. This would be contrary to the Fraud Act 2006.
4. People who are living in the UK or who are working illegally are often not paid anything close to the Minimum wage which is illegal and again only benefits the employer financially.
5. Illegal workers - because of being deliberately underpaid by unscrupulous employers - are often only provided with the most basic accommodation and standard of living which is often linked to their continued employment at a licensed premises.
6. Illegal entrants into the country will not have been subject to the usual immigration checks and health screenings. This could seriously impact on public protection and the health and wellbeing of the general public as a whole. This could be particularly pertinent if the illegal entrant has arrived from a country with health issues and the employer has then decided to employ that person in a kitchen or other function where food is served to the public.
7. The employment of illegal workers is often done at the expense of people who are living and working in the country legally and is only done to financially benefit the licence holder and to undercut legitimate, law abiding competitors.
8. Illegal entrants - who have not undergone appropriate checks or immigration clearance at the border - could be being unwittingly employed by the licence holder despite them having current or previous criminal convictions which may endanger the public.

The current premises licence holder has appealed to the Magistrates Court which will be heard

on 25 February 2019 (following an adjournment). The premises licence holder is permitted to sell alcohol pending the outcome of the appeal. The new applicant has not stated that he is aware of this nor has he stated what he will do if the premises licence holder retains his licence.

On 7 June 2018 a grant application was received naming a new supposedly unconnected independent applicant who was willing to take on the troubled premises which had been involved in criminal activities. This application was also submitted by Mr Surendra Panchal.

Mr Panchal also submitted additional information in the form of a lease agreement to all parties. On examination several inaccuracies and anomalies were discovered such reference to another address unrelated to the premises. It was also not signed or dated. I believe the document was part of a ruse in an attempt to hoodwink, our Councillors', Thames Valley Police and the licensing Team. I attach a copy of this document as Appendix PN-1

On 6 September 2018, the Head of Planning, Development and Regulatory Services submitted a report for the application for the grant of a premises licence in respect of Local Food and Wine, 441 Basingstoke Road, Reading.

During the hearing the new applicant, following questioning, reluctantly had to admit that he was not as independent as he first indicated, as he was related to the second director of the company linked directly to these premises. It was fortunate that this information was discovered during the hearing. However, it shows what lengths the current licence holder and other interested parties will go to obtain a premises licence using false pretences/ deliberate misrepresentation. I attach a copy of the minutes of this meeting as Appendix PN-2

Given the history including the refusal to grant in September 2018 we would have expected this second new applicant to have made an attempt to contact the Licensing team and Police to discuss his application given the history of criminal activity at the premises. More so as he is represented by the same representative. Additionally he has not provided any documents or any other evidence in relation to the bone fide purchase of this business from the present owner as you would have expected.

Paragraph 8.46 of the Government's Guidance S182 states "*While applicants are not required to seek the views of responsible authorities before formally submitting their application, they may find them to be a useful source of expert advice on local issues that should be taken into consideration when making an application. Licensing authorities may wish to encourage co-operation between applicants, responsible authorities and, where relevant, local residents and businesses before applications are submitted in order to minimise the scope for disputes to arise*".

If this premises licence is granted, the Licensing team believe it risks bringing the licensing regime into disrepute if reckless licence holders can avoid the consequences of their behaviour by simply putting the licence into someone else's name by selling the business when they get caught and so, effectively, get away with it. The deterrent effect of licensing enforcement would be lost and Licensing authorities should take a take a robust stance against such applications, particularly those which appeared to be a ruse.

Guidance issued under section 182 of the Licensing Act 2003 (April 2018)

Secretary of State's Guidance

8.41 In completing an operating schedule, applicants are expected to have regard to the statement of licensing policy for their area. They must also be aware of the expectations of the licensing authority and the responsible authorities as to the steps that are appropriate for the promotion of the licensing objectives, and to demonstrate knowledge of their local area when describing the steps they propose to take to promote the licensing objectives. Licensing authorities and responsible authorities are expected to publish information about what is meant by the promotion of the licensing objectives and to ensure that applicants can readily access advice about these matters. However, applicants are also expected to undertake their own enquiries about the area in which the premises are situated to inform the content of the application.

8.42 Applicants are, in particular, expected to obtain sufficient information to enable them to demonstrate, when setting out the steps they propose to take to promote the licensing objectives, that they understand:

- the layout of the local area and physical environment including crime and disorder hotspots, proximity to residential premises and proximity to areas where children may congregate;
- any risk posed to the local area by the applicants' proposed licensable activities; and
- any local initiatives (for example, local crime reduction initiatives or voluntary schemes including local taxi-marshalling schemes, street pastors and other schemes) which may help to mitigate potential risks.

8.43 Applicants are expected to include positive proposals in their application on how they will manage any potential risks. Where specific policies apply in the area (for example, a cumulative impact policy), applicants are also expected to demonstrate an understanding of how the policy impacts on their application; any measures they will take to mitigate the impact; and why they consider the application should be an exception to the policy.

8.44 It is expected that enquiries about the locality will assist applicants when determining the steps that are appropriate for the promotion of the licensing objectives. For example, premises with close proximity to residential premises should consider what effect this will have on their smoking, noise management and dispersal policies to ensure the promotion of the public nuisance objective. Applicants must consider all factors which may be relevant to the promotion of the licensing objectives, and where there are no known concerns, acknowledge this in their application.

8.45 The majority of information which applicants will require should be available in the licensing policy statement in the area. Other publicly available sources which may be of use to applicants include:

- the Crime Mapping website;
- Neighbourhood Statistics websites;
- websites or publications by local responsible authorities;
- websites or publications by local voluntary schemes and initiatives; and
- on-line mapping tools.

8.46 While applicants are not required to seek the views of responsible authorities before formally submitting their application, they may find them to be a useful source of expert advice on local issues that should be taken into consideration when making an application. Licensing authorities may wish to encourage co-operation between applicants, responsible

authorities and, where relevant, local residents and businesses before applications are submitted in order to minimise the scope for disputes to arise.

8.47 Applicants are expected to provide licensing authorities with sufficient information in this section to determine the extent to which their proposed steps are appropriate to promote the licensing objectives in the local area. Applications must not be based on providing a set of standard conditions to promote the licensing objectives and applicants are expected to make it clear why the steps they are proposing are appropriate for the premises.

8.48 All parties are expected to work together in partnership to ensure that the licensing objectives are promoted collectively. Where there are no disputes, the steps that applicants propose to take to promote the licensing objectives, as set out in the operating schedule, will very often translate directly into conditions that will be attached .

8.49 For some premises, it is possible that no measures will be appropriate to promote one or more of the licensing objectives, for example, because they are adequately covered by other existing legislation. It is however important that all operating schedules should be precise and clear about the measures that are proposed to promote each of the licensing objectives.

Reading Borough Council Licensing Policy statement states:

7.21 Crime Prevention

Conditions attached to premises licences and club premises certificates will, so far as possible, reflect local crime prevention strategies.

Where relevant representations are received the Authority may impose conditions, for example, requiring the use of CCTV both inside and outside of licensed premises for the purpose of minimising crime disorder and disturbance. Again, applicants for licences should note that the Authority might only attach conditions to licences if such conditions are consistent with the operating schedule submitted as part of the application process, or if relevant representations are received.

11.3 Hours of Sales in Off Licences

Shops, stores and supermarkets will generally be permitted to sell alcohol for consumption off the premises during the normal hours they intend to open for shopping purposes. However, in the case of individual shops that are known to be a focus of disorder and disturbance, then subject to relevant representations being received, a limit on licensing hours may be appropriate.

11.4 Licensed Premises in Residential Areas

In general the Authority will deal with the issue of licensing hours on the individual merits of each application. However, when issuing a licence, stricter conditions are likely to be imposed with regard to noise control in the case of premises that are situated in largely residential areas. In general, public houses located in and catering for residential areas wishing to open beyond 11pm will need to demonstrate clearly that public nuisance will not result from later operation.

14. Licence Conditions

General Approach to Licence Conditions

The purpose of the licensing Act is the regulation of licensable activities on licensed premises. All conditions attached to Premises Licences and Club Premises Certificates, will be focused on matters, which are within the control of individual licensees and others in possession of relevant authorisations. Accordingly, matters will centre on the premises being used for licensable activities and the vicinity of these premises.

Licensing law is not the primary mechanism for the general control of nuisance and anti-social behaviour once persons are away from licensed premises, and therefore, beyond the direct control of the individual, club or business holding the licence, certificate or authorisation. However, licensing law will always be part of a holistic approach to the management of the evening and local economy.

Licensing conditions will relate to licensed premises and the impact of those licensable activities on the premises in the vicinity thereof. In this latter regard the Council will primarily focus on the direct impact of any activities taking place on those living, working or otherwise engaged in the area concerned business, which is a relevant representation, or conditions are consistent with the operating schedule submitted by the applicant.

The Authority will, only impose conditions on premises if it is considered necessary and proportionate to do so in order to promote the licensing objectives. The Authority does not propose to implement standard conditions on licences across the board but instead, will draw upon a pool of conditions based upon those issued by the Home office and will attach such other conditions as it considers appropriate, given the circumstances of each individual case.

The model conditions will cover issues surrounding;

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

Conditions to be imposed on licences will be tailored to the individual premises and events concerned. None of the matters discussed within this policy which may result in the imposition of conditions will be applicable or suitable for all premises. The Authority will have regard to the size and type of premises when considering imposing conditions upon licences as the result of receiving relevant representations.

Applicants are asked to consider the model conditions and incorporate such of the conditions into their operating schedules as they consider appropriate and necessary in order to promote the licensing objectives. The Authority will impose the model conditions on application when those conditions are consistent with the operating schedule.

Case law within the East Lindsey District Council v Abu Hanif establishes:-

“Importantly the prevention of crime and disorder requires a prospective consideration of what is warranted in the public interest, having regard to the twin considerations of the prevention and deterrence”

The Licensing team believe, if this premises licence is granted, it risks bringing the licensing regime into disrepute if reckless licence holders can avoid the consequences of their behaviour by simply putting the licence into someone else's name by selling the business when they get caught and so, effectively, get away with it. The deterrent effect of licensing enforcement would be lost and Licensing authorities should take a take a robust stance against such applications, particularly those which appeared to be a ruse.

However, if the Committee believe Mr Inderjeet Singh Malhotra has the expertise and experience to operate this business and therefore support the four licensing objectives, the Licensing team would like the following conditions considered for the premises licence.

General

Closed Circuit Television

1. The Premises Licence holder shall ensure the premises' digitally recorded CCTV system cameras shall continually record whilst the premises are undertaking licensable activities and recordings shall be kept for a minimum of 31 days with time and date stamping. The entire licensable area shall be covered by the CCTV and an appropriate number of cameras shall be installed to cover the external areas immediately outside the premises. Data recordings shall be made available to an authorised officer of Reading Borough Council or a Thames Valley Police officer, together with facilities for viewing upon request subject to the provisions of the Data Protection Act. Recorded images shall be of such a quality as to be able to identify the recorded person.

2. Signage advising customers that CCTV is in use shall be positioned in prominent positions

Age Verification Policy

3. The premises shall at all times operate a Challenge 25 policy to prevent any customers who attempt to purchase alcohol and who appear to the staff member to be under the age of 25 years from making such a purchase without having first provided identification. Only a valid British driver's licence showing a photograph of the person, a valid passport or proof of age card showing the 'Pass' hologram (or any other nationally accredited scheme as set down within the mandatory conditions) and Military ID Cards are to be accepted as identification.

4. Posters advertising the Challenge 25 scheme shall be displayed in prominent positions on the premises.

Staff Training

5. All staff shall be trained in the requirements of the Licensing Act 2003 in relation to age restricted sales of alcohol before being authorised to sell alcohol.

(b) Staff authorised to sell alcohol shall be accredited to at least the BIIAB Level 1 Award in Responsible Alcohol Retailing (ARAR) or any other similarly recognised nationally approved accreditation curriculum, within four weeks for existing and subsequent new employees.

(c) Records of training, refresher training and proof of the date of the commencement of employment (e.g. signed contract) shall be retained and must be made available to officers of Reading Borough Council or Police Officer on demand.

6. All staff employed in the sale of alcohol shall be trained to record refusals of sales of alcohol in a refusals book or electronic register. The book/ register shall contain:
Details of the time and date the refusal was made;
The identity of the staff member refusing the sale;
Details of the alcohol the person attempted to purchase. This book /register will be available for inspection to an authorised officer of Reading Borough Council or Thames Valley Police. A four weekly review of the refusal book/register shall also be carried out and signed off by the Designated Premises Supervisor or their nominated representative.

7. All staff employed to sell alcohol shall undergo training upon induction in utilising the Challenge 25 proof of age checking policy. This shall include, but not be limited to, dealing with refusal of sales, proxy purchasing and identifying attempts by intoxicated persons to purchase alcohol. Such training sessions are to be completed before the employee is permitted to sell alcohol, documented and refreshed every six months. Records of training shall be kept for a minimum of two years and be made available to an authorised officer of Reading Borough Council or a Thames Valley Police officer.

8. The Designated Premises Supervisor shall ensure they and staff who are authorised to sell alcohol, are able to converse with customers and representatives of Statutory Agencies to a level that they are able to satisfactorily meet the four licensing objectives as contained in the Licensing Act 2003.

- i. The Prevention of Crime and Disorder.
- ii. Public Safety.
- iii. Public Nuisance.
- iv. The Protection of Children from Harm.

Incident Register

9. An incident register shall be used, maintained and kept on the premises to record any incident of crime and disorder or instances when the police have had to attend the premises. The register shall be made available for inspection to an authorised officer of Reading Borough Council or Thames Valley Police upon request.

Public nuisance

10. Clearly legible and suitable notices shall be displayed at all exits requesting customers to respect the needs of local residents and to leave the premises and area quietly.

Other Initiatives

11. The premises licence holder shall not sell super strength beer, lager or cider with an alcohol content of 6.5% ABV (alcohol by volume) or greater. This restriction shall not apply in respect of the specialist branded, premium priced, products - for example craft ales, local or micro brewery specialist products, boxed gifts or national celebratory/commemorative beer, lager or cider with an alcohol content of 6.5% ABV or greater.

12. Spirits (with the exception of spirit mixers and pre-mixed spirit drinks) shall be located behind the counter.

13. Clearly legible and suitable notices shall be displayed at all exits requesting customers to respect the needs of local residents and to leave the premises and area quietly.

14. Before any person is employed at the premises sufficient checks will be made of their bona fides to ensure they are legally entitled to employment in the UK. Such checks will include:

- Proof of identity (such as a copy of their passport)
- Nationality
- Current immigration status
- Employment checks will be subject of making copies of any relevant documents produced by an employee, which will be retained on the premises and kept for a minimum period of one year. Employment records as they relate to the checking of a person's right to work will be made available to an authorised officer of Reading Borough Council or Thames Valley Police upon request.

15. The previous premises licence holder, Mr Gurmit Singh Gurwara shall be excluded from the premises and have no direct or indirect involvement with the business.

16. The new business owner, Mr Inderjeet Singh Malhotra will provide to Reading Borough Council a copy of the Lease agreement of the premises between him and his landlord before he commences trade in the sale and supply of alcohol by retail.

17. A copy of the VAT registration along with a proof of a Pay As You Earn scheme established in the name of the business operated by Mr Inderjeet Singh Malhotra is to be provided to Reading Borough Council before commencement of trade or the sale or supply of alcohol by retail.

Date Received	14/01/2019	Date Due	11/02/2019
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Date	04	02	2019

APPENDIX PN-1

DATED UNDATED 2018

UNDER-L E A S E

made between

GURMIT SINGH GURWARA

and

JASNOOR SINGH VADWAH (T/A 'Local Food & Wine')

**Re: Ground Floor, 441 BASINGSTOKE ROAD,
READING RG2 0JF**

M LAND REGISTRY

LAND REGISTRATION ACT 2002

PRESCRIBED LEASE CLAUSES

Ground floor of 441 Basingstoke Road, Reading RG2 0JF

LR1. Date of Lease	2018
LR2. Title Number	LR2.1 Landlord's Title number(s) BK460225 LR2.2 Other title numbers None
LR3. Parties to this Lease <i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC Prefix and for limited liability partnerships use an IOC prefix. For foreign companies give</i>	Landlord Gurmit Singh Gurwara Of Flat [REDACTED] Scotts Road, Southall UB2 5DN Tenant

<i>territory in which incorporated</i>	<p>Jasnoor Singh Vadwah (T/A 'Local Food & Wine')</p> <p>Of [REDACTED] Ferndale Avenue, Hounslow TW4 7ES</p> <p>Other parties</p> <p>Specify capacity of each party, for example "management company" "guarantor", etc</p>
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<p>LR4. Property</p> <p><i>Insert a full description of the land being leased</i></p> <p><i>or</i></p> <p><i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p>In case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>Refer to Particulars 1.3 and interpretation clause 3.5</p>
<p>LR5, Prescribed statements etc.</p> <p><i>If this lease includes a statement falling within LR5.1, insert under that sub-clause there relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p>None</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>Not applicable</p>
<p>LR6. Term for which the Property is leased</p> <p><i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>A term of 5 (FIVE) years <i>from</i></p> <p>..... 2018</p>
<p>LR7. Premium</p> <p><i>Specify the total premium, inclusive of any VAT where payable</i></p>	<p>Nil</p>

<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>LR9.1 Tenant’s contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p> <p>LR9.2 Tenant’s covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord’s contractual rights to acquire this lease</p> <p>None</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>None</p>
<p>LR11. Easements</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>As set out in First Schedule</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>As set out in First Schedule</p>
<p>LR12. Estate rent charge burdening the Property</p>	<p>None</p>

<p>Property</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rent charge.</i></p>	
<p>LR13. Application for standard form of restriction</p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of restriction you are applying for.</i></p> <p><i>Standard forms of restrictions are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	<p>The Parties to this lease apply to enter the following standard forms of restriction against the title of the Property:</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p>None</p>

LEASE dated this Day of2018

1. **Particulars**

1.1.1.	the Landlord	Gurmit Singh Gurwara of ██████████ Scotts Road, Southall UB2 5DN
1.1.2.	the Tenant	Jasnoor Singh Vadwah (T/A ‘Local Food & Wine’) of ██████ Ferndale Avenue, Hounslow TW4 7ES
1.1.3.	the Guarantor	None
1.2	The Building	All that land and building known as 441 Basingstoke Road, Reading RG2
1.3	the Premises	ALL THAT premises known as Ground Floor of ██████ Clayton Road, Hayes, Middlesex UB3 1AY being part of the building and shown edged in red on the plan attached hereto (registered under Title No; AGL254131)
1.4	Contractual Term	05 (FIVE) years from 2018
1.5	Rent Commencement Date	The Contractual Term start date
1.6	The Rent	£16,000.00 (Sixteen Thousand Pounds) per annum for the Term (no Review).
1.7	Review Date/s	there shall be No rent Review
1.8	Interest Rate	4% per year above the base lending rate of National Westminster Bank plc or such other bank as the Landlord may from time to time nominate in writing
1.9	Insurance Rent	All that sum which the Landlord shall from time to time pay by way of premium for insuring the Building in accordance with obligations contained in this lease.

1.10 Permitted User Class A1 user under the town and Country planning (use clauses) order 1987

2 Definitions

2.1 For all purposes of this lease the terms defined in clauses 1 and shall have the meanings specified

2.2 "Adjoining Property" means any neighboring or adjoining land or premises including the remainder of the Building in which the Landlord has a freehold or leasehold interest.

2.3 "Insured Risks" means fire and such other risks as are normally covered by a comprehensive buildings' policy for the area and/or as the Landlord from time to time in their absolute discretion may think fit to insure against

2.4 "the 1954 Act" means the Landlord and Tenant Act 1954 and all other relevant statutes regulations and orders.

2.5 "Pipes" means all pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and includes any fixings louvres cowls and other ancillary apparatus which are in on or under or which serve the Premises and the Building

2.6 "Plant" means the lifts boilers generators all systems for providing central heating air conditioning air cooling water treatment fire control security and ventilation computers alarm systems sprinklers and all other gas, electrical and mechanical installations plants machinery and equipment from time to time serving the premises or any part of the premises in the nature of fixtures.

2.7 "Common Parts" means all those parts of the Building other than the premises that are used in common with other tenant's occupiers and users of the Building

2.8 "Other Buildings" means any building or buildings now or at any time during the Term erected on the Adjoining Property

2.9 "the Plan/s" means the plans annexed to this lease

- 2.10 "the Planning Acts" means the Town and Country Planning Act 1971 and all relevant statutes regulations and orders.
- 2.11 "Surveyor" means any properly qualified person or firm appointed by the Landlord to perform any of the functions of the Surveyor under this lease (including an employee of the Landlord or a Group Company and including also the person or firm appointed by the Landlord to collect the rents).
- 2.12 **“Superior Lease”** dated 03 March 2014 for a term of 20 years commencing on 03 March 2014 and made between (1) Hamayoon Siddique Butt & Siama Aziz Butt and (2) Mohammed Dawood Naseri & Quais Aziz.

3 Interpretations

- 3.1 The expressions "the Landlord" and "the Tenant" wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Tenant's successors in title respectively and any reference to a superior landlord includes the Landlord's immediate reversionary (and any superior landlords) at any time
- 3.2 Where the Landlord the Tenant or the Guarantor for the time being are two or more persons obligations expressed or implied to be by or with such party are deemed to be made by or with such persons jointly and severally
- 3.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 3.4 Any reference to “the Premises” in the absence of any provision to the contrary
Includes any part of the Premises.
- 3.5 The expression "the Premises" means the part of the Building referred to in the clause 1.3 of the particulars shown for the purpose of identification only edged red on the attached Plan and including:
1. the plaster paint paper and other decorative finishes applied to the interior of the external walls of the Building

2. the floors of the Premises and everything below them but excluding the foundation of the building
3. the ground floor ceiling plaster and ceiling finishes so that the upper limit of the Premises includes such plaster and finishes but does not extend to anything above them
4. the entirety of any non-structural internal walls wholly within the Premises
5. the inner half severed medially of the internal walls dividing the Premises from other parts of the Building
6. the doors and windows and the door and window frames and the entire shop front of the Premises (including also the security grills and fascia), if any
7. all additions and improvements to the Premises
8. all the Landlord's fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the Premises whether originally affixed or fastened to or upon the Premises or otherwise except any such fixture installed by the Tenant that can be removed from the Premises without defacing the same and
9. any Pipes and Plant wholly in or on the Premises that exclusively serve the Premises.

BUT excluding the foundation, roof and main structure as well as any part of the Building that is not expressly demised under this Lease. And all conductive media on the premises that do not exclusively serve the premises

3.6 The expression "the term" includes the Contractual term and any period of holding over or extension or continuance of the Contractual Term whether by statute or common law

3.7 References to "the last six months of the Term" include the last six months of the Term if the Term shall determine otherwise than by effluxion of time and

references to "the expiration of the Term" include such other determination of the Term

- 3.8 References to any right of the Landlord to have access to the Premises shall be construed as extending to any superior landlord and any mortgagee of the Premises and to all persons authorized by the Landlord and any superior landlord or mortgagee (including agent's professional advisers contractors workmen and others) where such superior lease or mortgage grants such rights of access to the superior landlord or mortgagee
- 3.9 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person
- 3.10 Any provisions in this lease referring to the consent or approval of the Landlord shall be construed as also requiring the consent or approval of any mortgagee of the Premises and any superior landlord where such consent shall be required
- 3.11 References to "consent of the Landlord" or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and references to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord
- 3.12 Terms "the parties" or "party" mean the Landlord and/or the Tenant but except where there is an express indication to the contrary exclude any Guarantor
- 3.13 "Development" has the meaning given by the Town and Country Planning Act 1971 Section 22
- 3.14 Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" or "statutes" includes any regulations or orders made under such statute or statutes

4 Demise

4.1 The Landlord demises to the Tenant the Premises TOGETHER WITH the rights specified in the First Schedule headed rights included EXCEPTING AND RESERVING to the Landlord the rights specified in the First schedule headed rights reserved TO HOLD the Premises to the Tenant for the Contractual Term SUBJECT to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises including any matters contained or referred to in the third schedule YIELDING AND PAYING to the Landlord

- (a) the Rent and all VAT in respect of it;
- (b) the Service Charge and all VAT in respect of it;
- (c) the Insurance Rent and all VAT in respect of it;
- (d) all interest payable under this lease; and
- (e) all other sums due under this lease;

4.2 The Rent shall be payable in advance by direct debit without any deduction on the usual quarter days in every year and proportionately for any period of less than a year the first such payment being a proportionate sum in respect of the period from and including the Rent Commencement Date to and including the day before the quarter day next after the Rent Commencement Date to be paid on the date of this lease and

4.3 By way of further rent the Insurance Rent and any other monies due under the lease in a manner herein mentioned.

5 The Tenant's Covenants

The Tenant covenants with the Landlord:

5.1 Rent

5.1.1 to pay the rents on the days and in the manner set out in this lease and not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off

- 5.1.2 if so required in writing by the Landlord to make such payments by banker's order or credit transfer to any bank and account in the United Kingdom that the Landlord may from time to time nominate

5.2 Outgoings

To pay and to indemnify the Landlord against:

- 5.2.1 all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them excluding any payable by the Landlord occasioned by any disposition or dealing with or ownership of any interest reversionary to the interest created by this lease and if the Landlord shall suffer any loss of rating relief which may be applicable to empty premises after the end of the Term by reason of such relief being allowed to the Tenant in respect of any period before the end of the Term to make good such loss to the Landlord

5.3. Electricity Gas and Other Services Consumed

- 5.3.1 The Tenant shall pay all costs in connection with the supply and removal of heat, air conditioning, electricity, gas, water, sewage, telecommunications, data and other services and utilities directly to and from the Property.
- 5.3.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

5.4 Repair Cleaning Decoration etc

- 5.4.1 To repair and to keep the Premises and plant and pipes serving only the premises in good and substantial repair and condition and to renew whenever it may in the reasonable opinion of the Surveyor or be necessary the Premises. Subject to the tenant not being under an obligation to put the premises in a better state and condition than at the commencement of the lease as detailed by the schedule of Condition of State attached.

- 5.4.2 To maintain and keep free of any defect and deficiency the plant and pipes serving only the premises and the Landlord's fixture and fittings in the Premises which may be or become beyond repair at any time during or at the expiration of the Term
- 5.4.3 To clean the Premises and keep in a clean neat and tidy condition and (without prejudice to the generality of the above) to clean both sides of all windows and glass and window frames in the Premises at least once every month
- 5.4.4 As often as may in the reasonable opinion of the Landlord be necessary in order to maintain a high standard of decorative finish and attractiveness and to preserve the Premises and in the last three months of the Term to redecorate the Premises in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Landlord the tints colours and patterns of such decoration to be approved by the Landlord

5.5 Contributions to repairs

To pay and contribute upon demand a fair and proper proportion attributable to the Premises to be reasonably determined by the Landlord's Surveyor of all costs and expenses of repairing rebuilding renewing scouring lighting cleansing and maintaining common parts and all roofs foundations and main structure and mutual or party walls and fences and all roads paths yards parking areas if any as well as Plants and Pipes as may jointly serve or be used jointly by the Premises or the owners or occupiers thereof as well as any adjoining or neighbouring premises or the owners or occupiers thereof and whether belonging to or forming part of the Premises or any adjoining premises

5.6 Alterations and Additions

Not to make any structural alterations to the Premises without:

- 5.6.1 Obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents.
- 5.6.2 Making an application to the Landlord for consent in writing supported by drawings and where appropriate a specification in duplicate prepared by an

architect who shall supervise the work throughout until completion which consent shall not be unreasonably withheld or delayed.

5.6.3 Paying the fair and reasonable fees of the Landlord any superior Landlord and any mortgagee and the fees of their professional advisers and

5.6.4 Entering into such fair and reasonable covenants as the landlord may require as to the execution and reinstatement of the alternations and in the case of any work of a substantial nature the Landlord may require prior to the commencement of such works the provision by the tenant of adequate security in the form of a deposit of money or a bond of assurance to the Landlord that any works which may from time to time be permitted by the landlord shall be fully completed.

5.7 Not to alter or add or replace or make connection with the Pipes and Plants that serve the Premises otherwise than in accordance with plans and specification approved by the landlord such approval not to be unreasonably withheld or delayed subject to consent having previously been obtained from the competent statutory authority or undertaker

5.8 To enter into maintenance contracts

5.8.1 To enter into contracts with persons of repute for the regular maintenance, inspection, care and servicing of plant in the demised premises and to supply to the landlord details of all such contracts upon written request

5.9 Fire Fighting Equipment

To provide supply maintain regularly service repair and renew as the landlord may deem as may be required by statute or by the fire authority suitable fire fighting equipment on the premises

5.10 Statutory Obligations

5.10.1 At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute

(already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the lessor the lessee or the occupier

5.10.2 Not to do in or near the Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon them or become liable to pay any penalty damages compensation costs charges or expenses

5.10.3 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any byelaws applicable to the Premises or in regard to carrying on the trade or business for the time being carried on the Premises

5.11 Access of Landlord and Notice to Repair

5.11.1 to permit the Landlord and its employees or Agents upon giving a prior reasonable written notice (save in emergency).

5.11.2 to enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this lease have been observed and performed

5.11.2.1 To view upon reasonable written notice (and to open up floors and other parts of the Premises where such opening-up is required in order to view) the state of repair and condition of the Premises and

5.11.2.2 To give to the Tenant (or leave upon the Premises) a notice specifying any repairs renewals cleaning maintenance or painting that the Tenant has failed to execute in breach of the terms of this lease and to request the Tenant immediately to execute the same including the making good of such opening-up (if any)

5.11.2.3 Provided that any such opening –up shall be made good by and at the cost of the landlord where such opening-up reveals no breaches of the terms of this lease.

5.11.2.4 As soon as reasonably practicable to repair renew cleanse maintain and paint the Premises as required by such notice

5.11.2.5 If within one month of the service of such a notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within two months or if the Landlord's Surveyor's reasonable opinion the Tenant is unlikely to have completed the work within such period to permit the Landlord to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Landlord the cost of so doing and all expenses incurred by the Landlord (including legal costs and surveyor's fees) within fourteen days of a written demand

5.12 Alienation

5.12.1. Not to assign charge underlet hold upon trust for another share or part with occupation or share or part with possession of the Premises or any part of the Premises unless permitted under the following paragraphs of this sub clause.

5.12.2. Not to assign the Premises as a whole without first obtaining the written consent of the Landlord given by deed (such consent not to be unreasonably withheld or delayed) PROVIDED THAT it is agreed that a refusal of consent will be reasonable unless all of the following conditions are satisfied: -

- (a) the proposed assignee is resident in a jurisdiction where reciprocal enforcement of judgments exists
- (b) (if the Tenant for the time being is a company) the proposed assigned is not a Group Company of the Tenant
- (c) the proposed assignee enters into a covenant with the Landlord that from the date of assignment to the date that the proposed assignee is released from the “tenant covenants” pursuant to (and as defined in) Landlord and Tenant (Covenants) Act 1995 the proposed assignee will pay the Rents and observe and perform the covenants and obligations on the part of the Tenant contained

in this Lease and any document supplemental to this Lease including all arrears of the Rents outstanding at the date of the assignment

- (d) if the Landlord shall reasonably so require the proposed assignee obtains a guarantor or guarantors reasonably acceptable to the landlord who shall covenant with the landlord in the terms set out in the Third Schedule with references to the assignee substituted for the Tenant and otherwise mutatis mutandis or in such other form as the landlord may reasonably require.
- (e) the Tenant enters into an “authorised guarantee agreement “ as defined in Landlord and Tenant (Covenants) Act 1995 as specify in the Fifth schedule in such terms as the Landlord may reasonably require AND (if the liability of the Tenant is guaranteed by a Surety) the Surety enters into a covenant of guarantee indemnity and performance of the Tenant’s covenants and obligations under the authorised guarantee agreement such covenant to be in the form reasonably required by the Landlord
- (f) all Rents and other sums that have fallen due have been paid
- (g) in the reasonable opinion of the Landlord the proposed assignee is of sufficient financial standing to enable it to pay the Rents and observe and perform the covenants and obligations on the part of the Tenant contained in this Lease and any document supplemental to this Lease

5.12.3. Not to underlet the whole of the Premises otherwise than at the open market rent for the Premises or the rent payable hereunder at the time without taking a fine or premium and without first obtaining the consent in writing of the Landlord given by deed (such consent not to be unreasonably withheld or delayed) provided that the underlease shall:

- (a) be in a form approved by the Landlord (such approval not to be unreasonably withheld or delayed where the form of the underlease complies with the requirements of this clause)

- (b) contain a covenant on the part of the underlessee not to assign charge underlet hold upon trust for another share or part with occupation or share or part with possession of the Premises or in each case any part of the Premises save by way of a permitted assignment and charge.
- (c) contain a covenant on the part of the underlessee not without the previous consent in writing of the Landlord for the time being of this present Lease to assign or charge the Premises as a whole (such consent not to be unreasonably withheld or delayed)
- (d) contain rent reviews on an upwards only basis to open market value at dates to correspond with the dates for and on the same basis as the review of the Annual Rent
- (e) contain covenants on the part of the undertenant corresponding to the covenants and obligations on the part of the Tenant contained in this Lease.
- (f) validly excludes Section 24-28 Landlord and Tenant Act 1954 as amended from the tenancy created by the underlease

AND the landlord's consent shall include a covenant by the undertenant with the Landlord to observe and perform the covenants and obligations on its part to be contained in the underlease and the covenants and obligations on the part of the Tenant contained in this Lease (other than to pay the Rents) and (if the Landlord shall reasonably so require) a covenant by a guarantor or guarantors reasonably acceptable to the Landlord in the terms set out in the Fifth Schedule (with the exception of paragraphs 1(3)and 2(a) with references to the under tenant substituted for the Tenant(and otherwise mutatis mutandis) or in such other form as the Landlord may reasonably require

5.12.4 To promptly and diligently enforce and not to waive any right (including the right of forfeiture) in respect of any breach of the covenants and obligations on the part of the underlessee contained in any underlease and any documents supplemental to any underlease and to implement and diligently prosecute any reviews of the rent reserved by any underlease

5.11.5. Not to vary or waive the terms of any underlease or accept the surrender of part

only of any underlease or agree to do so without the previous written consent of the Landlord and not to accept the surrender of the whole of any underlease without the previous written consent of the landlord(such consent not to be unreasonably withheld or delayed) and not to agree the revision of the rents reserved by any

underlease before the determination of the corresponding review of the Principal Rent provided for in this Lease (if any) and in any event not without the previous written consent of the Landlord (such consent not to be unreasonably withheld or delayed) and not to commute payments of the rents due under any underlease or demand or accept payment of any of the rents due under any underlease more than one month in advance of the due dates for payment

5.12.6 Not to charge the whole of the Premises without first obtaining the written consent of the Landlord given by deed(such consent not to be unreasonably withheld or delayed) and without first procuring that the proposed charge covenants with the Landlord that in the event of the charge taking possession of the Premises or any part of the Premises it will thenceforth until the assignment of the Premises with the prior written consent of the Landlord pay the Rents and observe and perform the Tenant's covenants and obligations herein contained

5.12.7. Not to share the occupation of the Premises or any part except that for such time as the Tenant for the time being is a company incorporated in England the Tenant may share occupation of the Premises or any part with (but only for so long as it remains) a Group Company of the Tenant so long as the Tenant does not grant the company sharing occupation exclusive possession or otherwise transfer or create a legal estate or create the relationship of landlord and tenant and the Tenant acknowledges that if the Landlord accepts payment of the Rents from any such company the Landlord shall be entitled without further enquiry to assume that the Tenant has authorised such company to tender payment as agent on behalf of the Tenant.

5.13 Registration of disposition of this Lease

To produce to and leave with the Solicitors of the Landlord the document effecting the disposition and in each case a certified copy for retention by the Landlord) within one month after any disposition of this underlease or the premises (a 'disposition' being an assignment, charge, transfer, underlease, assignment or surrender of any underlease, or an any transmission by death or otherwise documentary evidence of devolution affecting the Premises) and on each occasion to pay to the Solicitors such

fee as they may reasonably require for the registration and also any registration fees payable to the Superior Landlord such sum shall not be less than £60.00 plus VAT

5.14 Nuisance

Not to do or allow remaining upon the Premises anything which may be or become or cause

a nuisance annoyance disturbance inconvenience injury or damage to the Landlord or the Landlord's tenants or the owners or occupiers of adjacent or neighboring premises

5.15 The Planning Acts

IN relation to the Planning Acts (an application for permission consent or approval under such Acts being hereinafter referred to as a “planning application” and “development” having the meaning assigned thereto in Section 55 of the Town and Country Planning Act 1990 or that meaning as it may be (or have been) amended or re-enacted from time to time or any meaning from time to time substituted for that meaning):

5.15.1 At all times during the subsistence of this Lease to comply with all requirements of or having validity under the Planning Acts and to keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of any contravention.

5.15.2 Not to make any planning application for development or carry out or cause to be carried out any development on the Premises without the previous written consent of the landlord

5.15.3 Forthwith upon receipt of any notice or order or any proposal for the same from a planning authority or statutory authority to give full particulars thereof to the Landlord and if required to produce such notice order or proposal to the landlord and at the request of the landlord to make or join with the Landlord in making at the Landlord's costs such objection or representation as the Landlord shall reasonably deem expedient.

5.15.4 Unless the Landlord otherwise directs in writing to carry out before the end of the lease Term (disregarding any statutory continuation thereof) any

development begun upon the Premises with the Landlord's consent in respect of which the Landlord shall or may be or become liable for any charge or levy under the Planning Acts and any works required to be carried out to the Premises on or by a date subsequent thereto by reason of any limitation or condition imposed by a planning permission consent or approval or if the work cannot lawfully be done before the end of the lease Term to pay to the Landlord the estimated cost of carrying it out.

5.15.5 So often as occasion shall require at the expense in all respects of the Tenant to obtain from the appropriate authorities all such permissions licenses and consents (if any) as may be required for the carrying out by the Tenant of any works to or operations on the Demises Premises or the institution or continuance by the Tenant thereon of any use thereof which may constitute development within the meaning of the Planning Acts.

5.15.6 To pay and satisfy any charge or levy that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance by the tenant of any such works or operations or the institution or continuance by the tenant of any such use as aforesaid

5.15.7 In any case where a planning permission is granted subject to conditions and if the Landlord reasonably so requires to provide security for the compliance with such conditions and not to implement the planning permission until such security has been provided

5.15.8 If reasonably required by the Landlord but at the cost of the tenant to appeal against any refusal of planning permission or the imposition of any conditions in a planning permission relating to the Demised Premises following an application by the Tenant

5.15.9 Notwithstanding any consent which may be granted by the landlord under this Lease not to carry out or make any alteration or addition to the Demised Premises or any change of use thereof before a planning permission therefore has been produced to the Landlord and acknowledged by the Landlord in writing (such acknowledgement not to be unreasonably withheld) as satisfactory to the Landlord BUT so that the Landlord may refuse so to

express such satisfaction with any planning permission on the ground that the period thereof or anything contained therein or omitted there from in the reasonable opinion of the Landlord's Surveyor would be likely to be prejudicial to the Landlords interest in the Demised Premises or the Adjoining Property whether during or at the end or sooner determination of the lease Term.

5.16 Statutory Notices etc

To give particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within seven days of receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply with the notice direction or order and at the request of the Landlord but at the cost of the Tenant to make or join with the Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall deem expedient

5.17 Defective Premises

To give notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all notices which the Landlord may from time to time reasonably require to be displayed at the Premises

5.18 Encroachments

- 5.17.1 Not to stop up darken or obstruct any windows or light belonging to the Premises
- 5.17.2 To take all reasonable steps to prevent any new window light opening doorway path passage pipe or other encroachment or easement being made or acquired in against out of or upon the Premises and to notify the

Landlord immediately if any such encroachment or easement shall be made or acquired (or attempted to be made or acquired) and at the request of the Landlord to adopt such means as shall reasonably be required to prevent such encroachment or the acquisition of any such easement

5.19 Keyholders

To ensure that at all times the Landlord has and the local Police force has written notice of the name home address and home telephone number of at least two key holders of the Premises

5.20 Reletting Boards

To permit the Landlord at any time during the last six months of the Term and at any time thereafter (or sooner if the rents or any part of them shall be in arrear and unpaid for longer than twenty-eight days) to enter upon the Premises and affix and retain anywhere upon the Premises a notice for reletting the Premises and during such period to permit persons with the written authority of the Landlord or its agent at reasonable times of the day to view the Premises

5.21 Landlord's Costs

To pay to the Landlord on an indemnity basis all reasonable costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitor's surveyors and bailiffs incurred by the Landlord in relation to or incidental to:

- 5.21.1 every application made by the Tenant for a consent or license required by the provisions of this lease whether such consent or license is granted or not
- 5.21.2 the preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in contemplation of proceedings is avoided otherwise than by relief granted by the court
- 5.21.3 the recovery or attempted recovery of arrears of rent or other sums due from the Tenant and

5.21.4 any steps taken in contemplation of or in connection with the preparation and service of a schedule of dilapidations during or after the expiration of the Term

5.22 Indemnities

To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

5.22.1 any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority

5.22.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this lease or any of the matters to which this demise is subject

5.23 Landlord's Rights

To permit the Landlord and its Employees or Agents at all times during the Term to exercise without interruption or interference any of the rights granted to him by virtue of the provisions of this lease

5.24 The Regulations and Restrictions

To observe and perform the Covenants as set out in the second schedule

5.25 Sale of Reversion etc

To permit upon reasonable notice at any time during the Term prospective purchasers of or agents instructed in connection with the sale of the Landlord's reversion or of any other interest superior to the Term to view the Premises without interruption provided they are authorized in writing by the Landlord or its agents

5.26 Yield Up:

At the expiration of the Term

Unless released from this obligation by the Landlord in writing to remove immediately before Expiry of the Term the Plant and Pipes installed by the Tenant and any tenant's fixtures and any alterations or additions carried out by the Tenant and to reinstate the Premises and any affected parts of any adjoining or neighbouring property in a good and workmanlike manner using good quality materials of their various kinds to the design and workmanlike manner using good quality materials of their various kinds to the design and layout in which they were in and with the facilities and features they enjoyed at the date of this lease and disclosed in the schedule of condition and to carry out the works of removal and reinstatement to the reasonable satisfaction of the landlord and to the satisfaction of the statutory undertakers and suppliers of the utilities the Tenant making good any damage occasioned during the carrying out of such works.

6 The Landlord's Covenant

6.1 Quiet Enjoyment

The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any unlawful interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord or by title paramount

6.2 Maintenance etc of The Building

To maintain repair rebuild renew and reinstate and where appropriate wash down paint and decorate to such standard as the Landlord may from time to time consider adequate all parts of the Building for which neither the Tenant nor any other tenant shall be wholly responsible including (but without prejudice to the generality, of the above):the roof of the Building and the Common Parts and all Pipes and Plants serving the Building and the exterior and external walls of the Building

PROVIDED that:

this covenant shall not be construed as requiring the Landlord to carry out any works required as a result of negligence on the part of the Tenant or arising out of

any alteration or addition to the Premises made by the Tenant of any item on the Premises and

PROVIDED that:

the tenant has made the required contribution towards the costs of the works

7 Insurance

7.1 Warranty re Convictions

The Tenant warrants that prior to the execution of this lease the Tenant has disclosed to the Landlord in writing any conviction judgment or finding of any court or tribunal relating to the Tenant (or any director other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks

7.2 Landlord to Insure

7.2.1 The Landlord covenants with the Tenant to insure the Building subject to the Tenant paying the Insurance Rent.

7.2.2 To produce to the Tenant on demand a copy of the policy and evidence of the terms of the policy and the fact that the last premium has been paid

7.2.3 To notify the Tenant of any material change in the risks covered by the policy from time to time

7.3 Details of The Insurance

Insurance shall be effected:

7.3.1 in such insurance office or with such underwriters and through such agency as the Landlord may from time to time decide

7.3.2 for the following sums:

7.3.2.1 such sum as the Landlord shall from time to time be advised as being the full cost of rebuilding and reinstatement including architects' surveyors' and other professional fees payable upon any applications for planning permission or other permits or consents that may be required in relation to the rebuilding or reinstatement of the Premises the cost of debris removal demolition site clearance any works that may be required by statute and incidental expenses and

7.3.2.2 the loss of Rent payable under this lease from time to time (having regard to any review of rent which may become due under this lease) for three years

7.3.3 against damage or destruction by the Insured Risks to the extent that such insurance may ordinarily be arranged for properties such as the Premises with an insurer of repute and subject to such excesses exclusions or limitations as the insurer may require

7.4 Payment of Insurance Rent

The Tenant shall pay the Insurance Rent (as apportioned to the Ground Floor Premises demised to the Tenant) on the date of this lease for the period from and including the Rent Commencement Date to the day before the next policy renewal date and subsequently the Tenant shall pay the Insurance Rent on demand and (if so demanded) in advance

7.5 Suspension of Rent

7.5.1 If and whenever during the Term:

7.5.1.1 the Premises or any part of them are damaged or destroyed by any of the Insured Risks except one against which insurance may not ordinarily be arranged with an insurer of repute for properties such as the Premises unless the Landlord has in fact insured against that risk so that the Premises or any part of them are unfit for occupation or use and

7.5.1.2 payment of the insurance money is not refused in whole or in part by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority

7.5.1.3 When the circumstances contemplated in clause 7.5.1 arise the Rent or a fair proportion of the Rent according to the nature and the extent of the damage sustained shall cease to be payable until the Premises or the affected part shall have been rebuilt or reinstated so that the Premises or the affected part are made fit for occupation or use or until the expiration of three years from the destruction or damage whichever period is the shorter the amount of such proportion and the period during which the Rent shall cease to be payable to be determined by the Surveyor acting as an expert and not as an arbitrator)

7.6 Reinstatement and Termination If Prevented

7.6.1 If and whenever during the Term:

7.6.1.1 the Premises or any part of them are damaged or destroyed by any of the Insured Risks except one against which insurance may not ordinarily be arranged with an insurer of repute for properties such as the Premises unless the Landlord has in fact insured against that risk and

7.6.1.2 the payment of the insurance money is not refused in whole or in part by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority

the Landlord shall use all reasonable endeavors to obtain planning permissions or other permits and consents that may be required under the Planning Acts or other statutes (if any) to enable the Landlord to rebuild and reinstate ("Permissions"

7.6.2 Subject to the provisions of clauses 7.6.3 and 7.6.4 the Landlord shall as soon as the Permissions have been obtained or immediately where no Permissions are required apply all money received in respect of such insurance (except sums in respect of loss of Rent) in rebuilding or reinstating the Premises so destroyed or damaged

7.6.3 For the purposes of this clause the expression "Supervening Events" means:

7.6.3.1 the Landlord has failed despite all reasonable endeavors to obtain the Permissions

7.6.3.2 any of the Permissions have been granted subject to a lawful condition with which in all the circumstances it would be unreasonable to expect the Landlord to comply

7.6.3.3 some defect or deficiency in the site upon which the rebuilding or reinstatement is to take place would mean that the same could only be undertaken at a cost that would be unreasonable in all the circumstances

7.6.3.4 the Landlord is unable to obtain access to the site for the purposes of rebuilding and reinstating

7.6.3.5 the rebuilding or reinstating is prevented by war act of God Government action strike lock-out or

7.6.3.6 any other circumstances beyond the control of the Landlord

7.6.4 the Landlord shall not be liable to rebuild or reinstate the Premises if and for so long as such rebuilding or reinstating is prevented by Supervening Events

7.6.5 If at any time it is in the opinion of the Surveyor unlikely that the Premises will be fully restored within three years from the date of the damage or destruction so as to be fit for the Tenant's occupation and use either party may by notice served at any time within six months of the expiry of such period invoke the provisions of clause 7.6.6.

7.6.6 Upon service of a notice in accordance with clause 7.6.5:

7.6.6.1 the Term will absolutely cease but without prejudice to any rights or remedies that may have accrued to either party against the other including (with prejudice to the generality of the above) any right that the Tenant might have against the Landlord for a breach of the Landlord's covenants set out in clauses 7.6.1 and 7.6.2

7.6.6.2 all money received in respect of the insurance effected by the Landlord pursuant to this clause shall belong to the Landlord

7.7 Tenant's Insurance Covenants

The Tenant covenants with the Landlord:

- 7.7.1 to comply with all the requirements and recommendations of the insurers excluding structural alterations or improvements that may be required to the Premises
- 7.7.2 not to do or omit anything that could cause any policy of insurance on or in relation to the Premises to become void or voidable wholly or in part nor (unless the Tenant shall have previously notified the Landlord and have agreed to pay the increased premium) anything by which additional insurance premiums may
- 7.7.3 not to store or bring onto the Premises any article substance or liquid of a especially combustible inflammable or explosive nature and to comply with the requirements and recommendations of the fire authority and the requirements of the Landlord as to fire precautions relating to the Premises
- 7.7.4 not to obstruct the access to any fire equipment or the means of escape from the Premises nor to lock any fire door while the Premises are occupied
- 7.7.5 to give notice to the Landlord immediately upon the happening of any event which might affect any insurance policy on or relating to the Premises or upon the happening of any event against which the Landlord may have insured under this lease
- 7.7.6 immediately to inform the Landlord in writing of any conviction judgment or finding of any court or tribunal relating to the Tenant (or any director other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any such insurance
- 7.7.7 if at any time the Tenant shall be entitled to the benefit of any insurance on the Premises (which is not effected or maintained in pursuance of any obligation contained in this lease) to apply all money received by virtue of such insurance in making good the loss or damage in respect of which such money shall have been received.

7.7.8 if and whenever during the Term the Premises or any part of them are damaged! or destroyed by an Insured Risk and the insurance money under the policy of insurance effected by the Landlord pursuant to the obligations contained in this lease is by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority wholly or partially irrecoverable immediately in every such case (at the option of the Landlord) either:

7.7.8.1 to rebuild and reinstate at its own expense the Premises or the part destroyed or damaged to the reasonable satisfaction and under the supervision of the Surveyor the Tenant being allowed towards the expenses of so doing upon such rebuilding and reinstatement being completed the amount (if any) actually received in respect of such destruction or damage under any such insurance policy or

7.7.8.2 to pay to the Landlord on demand with Interest the amount of such insurance money so irrecoverable in which event the provisions of clauses 7.5 and 7.6 shall apply

7.8 Fixed Glass

7.8.1 To insure the fixed glass (if any) in at the Premises with an insurance office of repute against breakage or damage for its full reinstatement cost from time to time and whenever reasonably so required to produce to the Landlord particulars of the policy or policies of such insurance and evidence of payment of the current year's premium

7.8.2 Notwithstanding anything to the contrary contained elsewhere in this lease whenever the whole or any part of the fixed glass at the premises is broken or damaged to lay out all money received in respect of such insurance as quickly as possible in reinstating with new glass of the same quality and thickness and to make good any deficiency in such money

8 The Guarantor's Covenants

The Guarantor (if any) covenants with the landlord and without the need for any express assignment with all the Landlord's successors in title to the Landlord under this Lease that:

8.1 To Pay Observe and Perform

During the Term the Tenant shall punctually pay the rents and observe and perform the covenants and other terms of this lease and if at any time during the Term the Tenant shall make any default in payment of the rents or in observing and performing any of the covenants or other terms of this lease the Guarantor will pay the rents and observe or perform the covenants or terms in respect of which the Tenant shall be in default and make good to the Landlord on demand and indemnify the Landlord against all losses damages costs and expenses arising or incurred by the Landlord as a result of such non-payment non-performance or non-observance notwithstanding:

- 8.1.1 any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of the rents or the observance or performance of the covenants or other terms of this lease or any refusal by the Landlord to accept rents tendered by or on behalf of the Tenant at a time when the Landlord was entitled (or would after the service of a notice under the Law of Property Act 1925 Section 146 have been entitled) to re-enter the Premises
- 8.1.2 that the terms of this lease may have been varied by agreement between the parties
- 8.1.3 that the Tenant shall have surrendered part of the Premises in which event the liability of the Guarantor under this lease shall continue in respect of the part of the Premises not so surrendered after making any necessary apportionments under the Law of Property Act 1925 Section 140 and
- 8.1.4 any other act or thing by which but for this provision the Guarantor would have been released

8.2 To Take Lease Following Disclaimer

If at any time during the Term the Tenant (being an individual) shall become bankrupt or (being a company) shall enter into liquidation and the trustee in bankruptcy or liquidator shall disclaim this lease the Guarantor shall if the Landlord shall by notice within sixty days after such disclaimer so require take from the Landlord a lease of the Premises for the residue of the Contractual Term which would have remained had there been no disclaimer at the Rent then being paid under this lease and subject to the same covenants and terms as in this lease (except that the Guarantor shall not be required to procure that any other person is made a party to that lease as guarantor) such new lease to take effect from the date of such disclaimer and in such case the Guarantor shall pay the costs of such new lease and execute and deliver to the Landlord a counterpart of it

8.3 To Make Payments Following Disclaimer

If this lease shall be disclaimed and for any reason the Landlord does not require the Guarantor to accept a new lease of the Premises in accordance with clause 8.2 the Guarantor shall pay to the Landlord on demand an amount equal to the Rents for the period commencing with the date of such disclaimer and ending on whichever is the earlier of the following dates:

- 8.3.1 the date six months after such disclaimer and
- 8.3.2 the date (if any) upon which the Premises are relet

9. Provisos

9.1 Re-entry

If and whenever, during the Term:

- 9.1.1 the Rents (or any of them or any part of them) under this lease are outstanding for Twenty One days after becoming due whether formally demanded or not or
- 9.1.2 there is a breach by the Tenant of any covenant or other term of this lease or any document supplemental to this lease or
- 9.1.3 an individual Tenant becomes bankrupt or

9.1.4 a company Tenant

9.1.4.1 enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company)
or

9.1.4.2 has a receiver appointed or

9.1.5 the Tenant enters into an arrangement for the benefit of his creditors

the Landlord may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to either of the parties in respect of any breach of covenant or other term of this lease (including the breach in respect of which the re-entry is made)

9.2 Exclusion of Use Warranty and Implied Easements

9.2.1 Nothing in this lease or in any consent granted by the Landlord under this lease shall imply or warrant that the Premises may lawfully be used under the Planning Acts for the purpose authorized in this lease (or any purpose subsequently authorized)

9.2.2 Nothing herein contained shall impliedly confer upon or grant to the Tenant any easement, right or privilege, other than those expressly granted by this underlease.

9.3 Tenant's Property

If after the Tenant has vacated the Premises on the expiry of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within seven days after being requested in writing by the Landlord to do so or if after using his reasonable endeavors the Landlord is unable to make such a request to the Tenant within fourteen days from the first attempt so made by the Landlord:

9.3.1 the Landlord may as the agent of the Tenant sell such property and the Tenant will indemnify the Landlord against any liability incurred by him to any third

party whose property shall have been sold by the Landlord in the mistaken belief[^] held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant

9.3.2 if the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord shall be entitled to retain such proceeds of sale absolutely unless the Tenant shall claim them within two months of the date upon which the Tenant vacated the Premises and

9.3.3 the Tenant shall indemnify the Landlord against any damage occasioned to the Premises and any actions claims proceedings costs expenses and demands made against the Landlord caused by or related to the presence of the property in or on the Premises

9.4 Compensation on Vacating

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises shall be excluded to the extent that the law allows

9.5 Service of Notices

The provisions of the Law of Property Act 1925 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this lease except that Section 196 shall be deemed to be amended as follows:

9.5.1 the final words of Section 196(4) ... "and that service...be delivered" shall be deleted and there shall be substituted "...and that service shall be deemed to be made on the third Working Day after the registered/recorded letter has been posted "Working Day" meaning any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory bank or public holiday"

9.6 It is further agreed:

9.6.1 That the tenant shall not do or omit to do any act in breach of the tenant's covenants in the Superior Lease save the covenant relating to the rent.

9.6.2 The Landlord shall perform the tenant's covenants in the Superior Lease

9.6.3 In case of conflict between this under-lease and superior lease the provision of the superior lease shall prevail.

IN WITNESS whereof of which this deed has been executed the day and year first above written

FIRST SCHEDULE

RIGHTS INCLUDED

1. The right in common with the Landlord the tenants of the remainder of the Building and all others entitled to the same rights (but so that the landlord shall not be obliged to provide any different or better services than those now existing):-
 - 1.1 To the free and uninterrupted use of the Pipes in through or under the Premises and other parts of the Building and any Adjoining Property.
 - 1.2 Of support shelter and protection and of light and air for the Premises at all times from the remaining parts of the Building and any Adjoining Property

Rights Reserved

1. The right of free passage and running of water, soil, air, electricity and gas if any for any adjoining or neighbouring property through any pipes now (or which may be constructed during the perpetuity Period) passing through or serving the Premises together with the right to inspect maintain repair and replace them.
2. The right during the Perpetuity Period to lay construct and install any pipes in or through the Premises by such route or in such location as the landlord may require subject to the Landlord giving due consideration to (but not being bound by) any representations that the Tenant may make as to the proposed route or location

3. The right during the Perpetuity Period to make connections with any existing or future pipes passing through or serving the Premises for the purpose of exercising the free passage and running of the Utilities.
4. The Right to relocate any pipes or Plant demised to the Tenant and any Conduits or Plant which the Tenant is granted the right to use and any pipes, Plant or other equipment which the tenant any person deriving title under the Tenant or their servants agents or licensees may have installed from time to time in any part of the Premises to such position as the Landlord may require subject to the Landlord giving due consideration to (but not being bound by) any representations that the tenant may make as to the proposed position
5. The right at any time and from time to time during the Perpetuity Period to alter repair redevelop rebuild use and let any adjoining or neighbouring property in any manner or for any purpose notwithstanding that any easement right or privilege enjoyed or belonging o the Tenant or any person deriving title under the Tenant or their servants agents or licensees is obstructed diminished or prejudicially affected.
6. All easements rights and privileges now belonging to or enjoyed by any adjoining or neighbouring property over or against the Premises
7. The right to erect scaffolding on and around the Premises for the purpose of inspecting cleaning repairing maintaining or protecting the Premises or for inspecting cleaning repairing decorating protecting or redeveloping any adjoining or neighbouring Property but not so far as to interfere with the tenants business carried on at the premises.
8. The right for the Landlord and other authorised by the landlord to enter the premises for the purpose of complying with its obligations under this Lease.

SECOND SCHEDULE

Regulations and Restrictions

1. General

- 1.1 To use the Premises for the Permitted User only
- 1.2 Not to use the premises as sleeping accommodation or for residential purposes.
- 1.3 Not to use the Premises for a sale by auction or for any dangerous noxious noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose
- 1.4 Not to stand place deposit or expose outside any part of the Building any goods materials articles or things whatsoever for display or sale or for any other purpose in such a way as to obstruct access to any part of the Building.
- 1.5 Not to discharge into any of the Pipes serving the Premises any oil grease or other deleterious matter or any substance, which might be or become a source of danger or injury to the drainage system
- 1.6 Not to install or use in or upon the Premises any machinery or apparatus, which causes noise or vibration, which can be heard or felt in nearby premises or outside the Premises or which may cause damage.
- 1.7 Not to play or use in the Premises any musical instrument loudspeaker tape recorder gramophone radio or other equipment or apparatus that produces sound that may be heard in nearby premises or outside the Premises if the Landlord shall in their absolute discretion consider such sounds to be undesirable and shall give notice to the Tenant to that effect
- 1.8 Not to display any flashing lights in the Premises that can be seen from outside the Premises nor to display any other lighting arrangement that can be seen from outside the Premises if the Landlord shall in their absolute discretion consider such lighting to be undesirable and shall give written notice to the Tenant to that effect
- 1.9 Not to erect any pole mast or wire (whether in connection with telegraphic telephonic radio or television communication or otherwise) upon the Premises
- 1.10 Not to use the plants in particular electrical wiring and electrical installations in the Premises in such a way as to overload the wiring system and other plants

1.11 Not to keep any animal, fish reptile or bird anywhere on the premises

2. Hours of Trading

2.1 To keep the Premises open for business and properly cared for during the normal trading hours for the locality and permitted by local authority rules and regulations.

3 Display

3.1 To keep the shop windows attractively dressed in a manner suitable to a high class shopping area

3.2 To keep all those parts of the interior of the Premises that are visible from outside the Premises attractively laid out and furnished and with goods well displayed and to keep any showcases in the Premises clean and attractively dressed at all times

3.3 Ceiling and Floor Loading

4.1 Not to bring or permit to remain on the Premises any safes machinery goods or other articles, which shall or may strain or damage the Building or any part of it

4.2 Not without the consent of the Landlord to suspend anything from any ceiling of the Building

THIRD SCHEDULE

Particulars of matters to which the Premises are subject

The exceptions and reservations contained in the Register as set out in the Landlord's title registered at Land Registry to the extent that they are applicable to the Lease herein, a copy of which has been provided to the Tenant.

FOURTH SCHEDULE

Rent and Rent Review

There shall be NO RENT REVIEW

FIFTH SCHEDULE

6. Authorised Guarantee Agreement

The Assignor agrees to guarantee to the landlord as follows:-

- 6.1 That the assignee will punctually pay the rents and observe and perform the covenants and other terms of the Lease until any lawful permitted assignment of the lease by the assignee and if the Assignee defaults in paying any of the rents or in observing and performing any of the covenants or other terms of the lease the Assignor will pay the rents and observe and perform the covenants or terms in respect of which the Assignee is in default and on demand the Assignor will make good and indemnify the Landlord against all losses damages costs and expenses arising or incurred by the landlord as a result of non-payment non-observance or non-performance notwithstanding:
- 6.2 Any time or indulgence granted by the Landlord to the Assignee or any neglect or forbearance of the Landlord in enforcing the payment of the rents or the observance or performance of the covenants or other terms of the Lease of any refusal by the Landlord to accept rents tendered by or on behalf of the assignee at a time when the landlord was entitled to re-enter the Premises (or would have been entitled to do so after the service of a notice under Section 146 of the Law of Property Act 1925)
- 6.3 That the terms of the lease may have been varied by agreement between the Landlord and the Assignee as far as such is permitted by Section 18 of the Landlord and Tenant (Covenants) Act 1995
- 6.4 That the Assignee may have surrendered part of the Premises in which event the Assignor's liability will continue in respect of the part the Premises not so

surrendered after making any necessary apportionments under Section 140 of the law of the Property Act 1925 and

6.5 Any other act or thing by which the Assignor would have been released if it were not for this provision that

6.5.1 If the Assignee (being an individual becomes bankrupt or (being a company) goes into liquidation (except for the purposes of reconstruction or amalgamation approved by the Landlord) or

6.5.2 If the Assignee's Trustee in bankruptcy or its Liquidator disclaims the lease or

6.5.3 If the Landlord or its agent on its behalf re-enters the Premises pursuant to the powers of re-entry in the lease then if the Landlord requires the Assignor so to do by written notice within three months of such event the Assignor will accept a lease of the Premises for a term equal to the residue of the term granted by the lease at the same rent and subject to the same covenants and conditions as are reserved by and contained in the lease and such lease will take effect from the date of the said bankruptcy liquidation disclaimer or re-entry and the Assignor will execute a counterpart of it and will pay the landlord the cost of preparing and completing it and if the lease is still in existence such lease will be granted subject to and with the benefit of the lease

7. If the Landlord does not require the Assignor to take a lease of the premises under Clause 6.5.3 or if the Assignor does not seek an intermediate lease as defined by Section 19 of the Landlord and tenant(Covenants) Act 1995 the Assignor will nevertheless pay the Landlord on demand such sums equal to the rents that would have been payable under the lease but for the disclaimer or re-entry for a period equivalent to the remainder of the said term unexpired at the date of such disclaimer or re-entry or for a period expiring when the premises are re-let by the landlord at a rent not less than the rent payable under the lease (whichever period is the shorter)

IN WITNESS whereof the parties hereto have executed this Lease as a Deed the day and year first before written.

Signed as a Deed by

GURMIT SINGH GURWARA

In the presence, of

Signed as a Deed by

JASNOOR SINGH VADWAH

In the presenc

APPENDIX PN-2

LICENSING APPLICATIONS SUB-COMMITTEE 2 MINUTES - 6 SEPTEMBER 2018

Present: Councillors C Maskell (Chair), Rowland and Skeats.

9. MINUTES

The Minutes of the meetings of Licensing Applications Sub-Committee 2 held on 2 August 2018 were confirmed as a correct record and signed by the Chair.

11. APPLICATION FOR THE GRANT OF A PREMISES LICENCE - LOCAL FOOD AND WINE, 441 BASINGSTOKE ROAD, READING

The Head of Planning, Development and Regulatory Services submitted a report on an application by Mr Jasnoor Singh Vadwah for the grant of a premises licence in respect of Local Food and Wine, 441 Basingstoke Road, Reading.

The report stated that a premises licence was currently in force at the premises and was held by Mr Gurmit Singh Gurwara. This licence had been revoked by the Licensing Sub-Committee on 29 March 2018 (Minute 30 refers) due to the employment of an illegal worker; breach of conditions and historical issues with illicit alcohol and tobacco. This decision had been appealed by the premises licence holder to the magistrates court and therefore the licence was currently in force at the premises.

The report stated that the application was for the grant of a premises licence to permit the following licensable activities:

Sale of Alcohol (off the premises)

Monday to Sunday 0700 hours until 2300 hours

Opening Hours

Monday to Sunday 0700 hours until 2300 hours

A copy of the application was attached to the report at Appendix 1.

The report stated that representations had been received from Reading Borough Council Licensing Team, Thames Valley Police, which were attached to the report at Appendix 2 and 3 respectively.

The report stated that in determining the application the Licensing Authority had a duty to carry out its functions with a view to promoting the four licensing objectives, as follows:

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

The report also stated that any conditions placed on the premises licence should be appropriate and proportionate with a view to promoting the licensing objectives and that the Licensing Authority could amend, alter or refuse an application should it be deemed appropriate for the promotion of the licensing objectives.

The report set out paragraphs 8.41 - 8.49, 9.11 - 9.13, and 14.63- 14.65 from the Secretary of State's Guidance to the Licensing Act 2003 issued in April 2018. The report also set out paragraphs 7.15.1 and 11.4.1 of the Council's Statement of Licensing Policy (October 2013).

Mr Surendra Panchal, representing the applicant was present at the meeting and addressed the Sub-Committee on the application. Mr Jasnoor Singh Vadwah, the applicant, was present at the meeting and addressed the Sub-Committee on the application and responded to questions.

Peter Narancic, Senior Licensing Officer, Reading Borough Council, and PC Simon Wheeler, Thames Valley Police, were both present and addressed the Sub-Committee on their representations regarding the application as stated in the report.

Resolved -

That, in order to promote the four licensing objectives, and having regard to the oral and written representations made, paragraphs 8.41-8.49, 9.11-9.13, and 14.63-14.65 of the Secretary of State's guidance issued under section 182 of the Licensing Act 2003 (April 2018), and paragraphs 7.15.1 and 11.4.1 of the Council's Statement of Licensing Policy (October 2013), the application for the grant to a Premises Licence in respect of Local Food and Wine, 441 Basingstoke Road, Reading, be refused. The Sub-Committee's reasons were:

(a) the Sub-Committee does not believe this to be a genuine application as the applicant provided contradictory answers to questions during the hearing;

(b) the Sub-Committee believes that the applicant is related to one of the directors of the current business and thereby the business could be run on behalf of the current owner;

(c) by reason of today's hearing it was established that the applicant had made minimal enquiries about the business he is purporting to purchase, which

bears direct relevance to the applicant's ability to uphold the four licensing objectives. Whilst the applicant was able to recite the four licensing objectives he was unable to demonstrate how he would implement them;

(d) the draft lease in the report, purporting to lease the business to the applicant was not legally binding and gave no certainty as to the terms of the lease and what would be transferred to the applicant if the licence was granted.

(The meeting started at 9.30am and finished at 2.55pm)

Classification: OFFICIAL

Application for a Premises Licence for Local Food & Wine, 441 Basingstoke Road, Reading

24th January 2019

This relates to an application for a premises licence of 441 Basingstoke Road, Reading dated 14th January 2018. The Trading Standards Service as a responsible authority under the Licensing Act 2003 objects to the application on the basis of the following representations.

The Service had two interactions of significance with the premises in 2015. The first was during an illegal tobacco detection visit with a “sniffer dog” on the 9th April 2015 when a small quantity (4 x 20 Marlboro Gold) was found in a storage cabinet. A warning letter was sent to the Premises Licence Holder, Mr Gurmit Singh Gurwara to conclude the matter.

However, on the 14th April 2015, the Service visited the premises again during a check on illegal alcohol and 10 bottles of 35cl Smirnoff Vodka, 2 bottles of 1 litre Glens Vodka and 1 bottle of 70 cl High Commissioner whisky were very likely to be “duty diverted” on the basis that the rear labels were not genuine. The Premises Licence Holder was not able to provide a satisfactory explanation for the source of the bottles. The latest incident, being employment of illegal workers in 2017 demonstrates that the Premises Licence Holder has not learnt from previous transgressions and continues to take short cuts for financial gain at the expense of vulnerable people.

The Trading Standards Services believes the premise’s activities seriously undermine the licensing objective of the Prevention of Crime and Disorder. Secretary of State’s Guidance on the Licensing Act 2003 at 11.27 lists certain criminality that should be treated particularly seriously and it includes the sale or storage of smuggled tobacco and alcohol and the employment of persons not entitled to work in the UK.

The premise’s licence to sell alcohol was revoked in 2018 but has been subject to a lengthy appeal process, to the extent that as of this date, the appeal has yet to be heard by the Magistrates Court. It is not uncommon in circumstances such as this for there to be a transfer of the business and licence to another person but ostensibly, the business remains in control of the original licence holder and the premises operates “business as usual” and any improvements are short lived.

The application sets out conditions under which the existing Premises Licence Holder, Mr Gurmit Singh Gurwara will be excluded from the business but no evidence has been provided regarding ownership of the operation. The Trading Standards Service recommends that the application be given due scrutiny by the Licensing Applications Sub Committee to ensure they are satisfied that the measures offered up by the applicant are suitable and robust.

Signed:



Classification: OFFICIAL

Division/Station : Reading Police Station Licensing Dept

From : C2107 Declan Smyth

To : Reading Borough Council

Ref: Local Food & Wine, 441 Basingstoke Road, Reading, RG2 0JF

Date: 1st February 2019

Subject :

Objection

To whom it may concern

I C2107 Declan Smyth on behalf of the Chief Officer of Thames Valley Police wish to formally object to the proposed application for a premises licence submitted by Inderjeet Sing Malhotra in relation to Local Food & Wine, 441 Basingstoke Road, Reading, RG2 0JF as it is believed that this application in its current format will undermine the four licensing objectives with specific regard to that of the prevention of crime & disorder.

The proposal before the Sub-Committee is for:

- Supply of Alcohol (Off Premises), Monday to Sunday 07:00-23:00
- Hours Premises Open To The Public, Monday to Sunday 07:00-23:00

The Premises Licence for this site was revoked on 29th March 2018 by the Reading Borough Sub-Committee. On that occasion the premises licence holders were discovered to be employing an illegal worker which was compounded by a number of failures to comply with licensing legislation and breaches of licensing conditions found in 2015 and 2017.

Of course due to the history of this site and nature of the previous incidents leading to that review it is imperative that these criminal activities and wholesale failures are not repeated. The concern of Thames Valley Police is that this application has been made in an attempt to circumvent the current review process relating to this premises and if granted will likely lead to the continuation of poor practice and a failure to uphold the licensing objectives.

We strongly recommend that based on these concerns extreme scrutiny and due diligence be carried out by the licensing sub-committee to insure that this is indeed a "New" application, and not a "rebranded" application that will likely undermine the four licensing objectives.

Prior to this application Thames Valley Police can confirm that no contact has been received from the applicant in relation to this application in order to discuss any concerns which we may have had in relation to this and to determine any information that could have been supplied relating to our advice on local issues.

Paragraph 8.46 of the Secretary of States Guidance issued under Sec 182 Licensing Act 2003 states "While applicants are not required to seek the views of responsible authorities before formally submitting their application, they may find them to be a useful source of expert advice on local issues that should be take into consideration when making an application."

8.47 Applicants are expected to provide licensing authorities with sufficient information in this section to determine the extent to which their proposed steps are appropriate to promote the licensing objectives in the local area. Applications must not be based on providing a set of standard conditions to promote the licensing objectives and applicants are expected to make it clear why the steps they are proposing are appropriate for the premises.

8.48 All parties are expected to work together in partnership to ensure that the licensing objectives are promoted collectively. Where there are no disputes, the steps that applicants propose to take to promote the licensing objectives, as set out in the operating schedule, will very often translate directly into conditions that will be attached .

8.49 For some premises, it is possible that no measures will be appropriate to promote one or more of the licensing objectives, for example, because they are adequately covered by other existing legislation. It is however important that all operating schedules should be precise and clear about the measures that are proposed to promote each of the licensing objectives.

In Conclusion Thames Valley Police strongly feel that this application in its current format and without further scrutiny is likely to undermine the licensing objectives, due to its failure to address sufficient conditions within the operating schedule that would provide reassurance that the failings of Today's Local Store are not repeated.

Case law within the East Lindsey District Council v Abu Hanif establishes:-

“Importantly the prevention of crime and disorder requires a prospective consideration of what is warranted in the public interest, having regard to the twin considerations of the prevention and deterrence”

Therefore in this situation we would state our opinion that the licensing objectives are prospective and can be preventative and would urge the Licensing Sub-Committee to refuse this application for a premises licence in order to prevent the licensing objectives from being undermined.

If the Licensing Sub-Committee were of a mind to grant this application we would strongly recommend the following conditions be added to the operating schedule.

CCTV

1. The premises licence holder shall ensure the premises' digitally recorded CCTV system cameras shall continually record whilst the premises are open to the public and recordings shall be kept for a minimum of 31 days with time and date stamping. The entire licensable area shall be covered by the CCTV. There shall be at least one camera positioned at each entry and exit point to monitor any external areas to the premises. Data recordings shall be made immediately available to an authorised officer of Thames Valley Police or Reading Borough Council together with facilities for viewing upon request. Recorded images shall be of such quality as to be able to identify the recorded person in any light. At least one member of staff on the premises at any time during operating hours shall be trained to access and download material from the CCTV system.

2. Signs shall be placed in prominent positions on the premises notifying customers that CCTV is in operation.

Age Verification Policy

3. The premises shall at all times operate an age verification policy of at least Challenge 25 to prevent any customers who appear to staff members to be under the age of 25 years from purchasing alcohol without having first provided identification. Only a valid driver's licence showing a photograph of the person, a valid passport, national identity card or proof of age card showing the "PASS" hologram are to be accepted as identification. The age verification policy shall be in a written form and displayed in a prominent position;

4. Notices advertising the Challenge 25 and proof of age policies shall be displayed in prominent positions on the premises.

Staff Training

5. All staff shall be trained in the requirements of the Licensing Act 2003 in relation to age restricted sales of alcohol before being authorised to sell alcohol.

(b) Staff authorised to sell alcohol shall be accredited to at least the BIIAB Level 1 Award in Responsible Alcohol Retailing (ARAR) or any other similarly recognised nationally approved accreditation curriculum, within four weeks for existing and subsequent new employees.

(c) Records of training, refresher training and proof of the date of the commencement of employment (e.g. signed contract) shall be retained and must be made available to officers of Reading Borough Council or Police Officer on demand

6. All staff employed in the sale of alcohol shall be trained to record refusals of sales of alcohol in a refusals book or electronic register. The book/ register shall contain:

- Details of the time and date the refusal was made;
- The identity of the staff member refusing the sale;
- Details of the alcohol the person attempted to purchase.

This book /register will be available for inspection to an authorised officer of Reading Borough Council or Thames Valley Police. A four weekly review of the refusal book/register shall also be carried out and signed off by the Designated Premises Supervisor or their nominated representative.

7. All staff employed to sell alcohol shall undergo training upon induction in utilising the Challenge 25 proof of age checking policy. This shall include, but not be limited to, dealing with refusal of sales, proxy purchasing and identifying attempts by intoxicated persons to purchase alcohol. Such training sessions are to be completed before the employee is permitted to sell alcohol, documented and refreshed every six months. Records of training shall be kept for a minimum of two years and be made available to an authorised officer of Reading Borough Council or a Thames Valley Police officer.

8. The Designated Premises Supervisor shall ensure they and staff who are authorised to sell alcohol, are able to converse with customers and representatives of Statutory Agencies to a level that they are able to satisfactorily meet the four licensing objectives as contained in the Licensing Act 2003.

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

Incident Register

9. All incidents which impact on any of the four licensing objectives shall be recorded in a register kept at the premises for this purpose. The names of the person recording the incident and those members of staff who deal with any incident shall also be recorded. Where known, any offenders name shall also be recorded;

(a) this record shall be available for inspection by a Police Officer or an authorised officer of Reading Borough Council upon request and shall be retained for one year. The record shall be signed off by the DPS or nominated representative at the end of each trading session;

(b) a weekly review of the incident register shall also be carried out by the DPS.

Public Nuisance

10. The Premises Licence Holder shall implement a policy to actively disperse customers from the premises and the immediate vicinity. The policy must be in written format and made available for inspection to authorised officers of the licensing authority and Police. All members of staff shall be trained in this policy.

11. Clearly legible and suitable notices shall be displayed at all exits requesting customers to respect the needs of local residents and to leave the premises and area quietly.

Other Initiatives

12. The premises licence holder shall not sell super strength beer, lager or cider with an alcohol content of 5.5% ABV (alcohol by volume) or greater. This restriction shall not apply in respect of the specialist branded, premium priced, products - for example craft ales, local or micro brewery

specialist products, boxed gifts or national celebratory/commemorative beer, lager or cider with an alcohol content of 5.5% ABV or greater.

b) No single cans or bottles of alcopops, beer, ales, lagers or ciders shall be sold; and they shall only be sold in multiples of four.

13. Spirits (with the exception of spirit mixers and pre-mixed spirit drinks) shall be located behind the counter.

14. Before any person is employed at the premises sufficient checks will be made of their bona fides to ensure they are legally entitled to employment in the UK. Such checks will include:

- Proof of identity (such as a copy of their passport)
- Nationality
- Current immigration status
- Employment checks will be subject of making copies of any relevant documents produced by an employee, which will be retained on the premises and kept for a minimum period of one year. Employment records as they relate to the checking of a person's right to work will be made available to an authorised officer of Reading Borough Council or Thames Valley Police upon request.

15. The previous premises licence holder, Mr Gurmit Singh Gurwara shall be excluded from the premises and have no direct or indirect involvement with the business.

16. The new owner, Mr Inderjeet Sing Malhotra will provide to Reading Borough Council a copy of the Lease agreement of the premises between him and his landlord before he commences trade in the sale and supply of alcohol by retail.

17. A copy of the VAT registration along with a proof of a Pay As You Earn scheme established in the name of the business operated by Mr Inderjeet Sing Malhotra is to be provided to Reading Borough Council before commencement of trade or the sale or supply of alcohol by retail.

18. The licence holder shall actively participate in initiatives set up by the Police; the licensing authority or local Pubwatch where available, and including initiatives to tackle drunken behaviour and street drinking.

19. An adequate number of waste receptacles for use by patrons shall be provided in positions agreed with the licensing authority and it shall be the responsibility of the licensee to empty and dispose of the collected refuse at a frequency to be agreed with the licensing authority.

b) The immediate vicinity outside of the premises and in any external areas associated with the premises shall be kept clear of litter.

20. The Premises Licence Holder shall have available on the premises, for inspection by an authorised officer of Reading Borough Council or Thames Valley Police at any reasonable time, true copies of invoices, receipts or other records of transactions for all alcohol products purchased in the preceding three months. All alcohol products shall only be purchased from outlets registered with HMRC's Alcohol Wholesale Registration Scheme.

21. A current written authorisation list shall be displayed in a prominent position on the premises confirming the details of all current staff that have been authorised to sell alcohol by a Personal Licence Holder. The authorisation list shall include, the name of the staff member authorised, the name and personal licence details of the person authorising them to sell alcohol. This list shall also contain the date and signature of the staff member authorised and countersigned by the authorising Personal Licence Holder.

22. A section 57 notice shall be displayed in a prominent position detailing the location of the Part A of the premises licence and a list of staff members that have an awareness of its location and content.