

BIRMINGHAM CITY COUNCIL

LICENSING SUB-COMMITTEE C

WEDNESDAY, 29 SEPTEMBER 2021 AT 10:00 HOURS
IN ON-LINE MEETING, MICROSOFT TEAMS

Please note a short break will be taken approximately 90 minutes from the start of the meeting and a 30 minute break will be taken at 1300 hours.

A G E N D A

1 **NOTICE OF RECORDING/WEBCAST**

The Chair to advise/meeting to note that this meeting will be webcast for live or subsequent broadcast via the Council's meeting You Tube site (www.youtube.com/channel/UCT2kT7ZRPFCXq6_5dnVnYlw) and that members of the press/public may record and take photographs except where there are confidential or exempt items.

2 **DECLARATIONS OF INTERESTS**

Members are reminded that they must declare all relevant pecuniary and non pecuniary interests arising from any business to be discussed at this meeting. If a disclosable pecuniary interest is declared a Member must not speak or take part in that agenda item. Any declarations will be recorded in the minutes of the meeting.

3 **APOLOGIES AND NOTIFICATION OF NOMINEE MEMBERS**

3 - 110

4 **LICENSING ACT 2003 PREMISES LICENCE – GRANT HOLLOWAY CLUB, 89 HOLLOWAY HEAD, BIRMINGHAM, B1 1QP**

Report of the Interim Assistant Director of Regulation and Enforcement.
N.B. Application scheduled to be heard at 10:00am.

5 **OTHER URGENT BUSINESS**

To consider any items of business by reason of special circumstances (to be specified) that in the opinion of the Chair are matters of urgency.

Report to:	Licensing Sub Committee C
Report of:	Interim Assistant Director of Regulation & Enforcement
Date of Meeting:	Wednesday 29th September 2021
Subject:	Licensing Act 2003 Premises Licence – Grant
Premises:	Holloway Club, 89 Holloway Head, Birmingham, B1 1QP
Ward affected:	Ladywood
Contact Officer:	Bhupinder Nandhra, Senior Licensing Officer, licensing@birmingham.gov.uk

1. Purpose of report:
<p>To consider representations that have been made in respect of an application for a Premises Licence which seeks to permit the Sale of Alcohol (for consumption on and off the premises) to operate from 10:00am until 03:00am (Monday to Thursday) and 10:00am until 07:00am (Friday to Sunday).</p> <p>The provision of Regulated Entertainment consisting of live music, recorded music and the performances of dance, to operate indoors only, from 10:00am until 03:00am (Monday to Thursday) and 10:00am until 07:00am (Friday to Sunday).</p> <p>To permit the provision of Late Night Refreshment, to operate indoors only, from 11:00pm until 03:00am (Monday to Thursday) and 11:00pm until 07:00am (Friday to Sunday).</p> <p>Premises to remain open to the public from 10:00am until 03:30am (Monday to Thursday) and 10:00am until 07:30am (Friday to Sunday).</p> <p>Other dates and times as specified in the application form.</p>

2. Recommendation:
To consider the representations that have been made and to determine the application.

3. Brief Summary of Report:
<p>An application for a Premises Licence was received on 8th August 2021 in respect of Holloway Club, 89 Holloway Head, Birmingham, B1 1QP.</p> <p>Representations have been received from other persons.</p>

4. Compliance Issues:
4.1 Consistency with relevant Council Policies, Plans or Strategies:
The report complies with the City Council's Statement of Licensing Policy and the Council's Corporate Plan to improve the standard of all licensed persons, premises and vehicles in the City.

5. Relevant background/chronology of key events:

Hoai Le applied on 8th August 2021 for the grant of a Premises Licence for Holloway Club, 89 Holloway Head, Birmingham, B1 1QP.

Representations have been received from other persons, which are attached at Appendices 1 – 6.

The application is attached at Appendix 7.

Site Location Plans at Appendix 8.

When carrying out its licensing functions, a licensing authority must have regard to Birmingham City Council's Statement of Licensing Policy and the Guidance issued by the Secretary of State under s182 of the Licensing Act 2003. The Licensing Authority is also required to take such steps as it considers appropriate for the promotion of the licensing objectives, which are:-

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

6. List of background documents:

Copy of the representations as detailed in Appendices 1 – 6
Application Form, Appendix 7
Site Location Plans, Appendix 8

7. Options available

To Grant the licence in accordance with the application.

To Reject the application.

To Grant the licence subject to conditions modified to such an extent as considered appropriate.

Exclude from the licence any of the licensable activities to which the application relates.

Refuse to specify a person in the licence as the premises supervisor.

From:
Sent: 11 August 2021 15:29
To: Licensing
Subject: Re: king vn / 89 Holloway head

With reference to the licensing application

I strongly object

I live in concord house next door (number)

At the weekend it's already unbearable with thumping music being heard in our bedroom until 3am even on a Sunday

Having to deal with that all week would make life absolute hell

This venue is NOT in the right locality to support such an application

From: Haus Birmingham
Sent: 11 August 2021 15:31
To: Licensing
Subject: Re: KING VN

With reference to the licensing application

I strongly object

Our tenants live in concord house next door

Already - the weekend it unbearable with thumping music being heard in the apartments until 3 or even 4am, even on a Sunday.

Having to deal with that all week would make life absolute hell for the tenants

This venue is NOT in the right locality to support such an application!!!

Haus Birmimgham

16:47

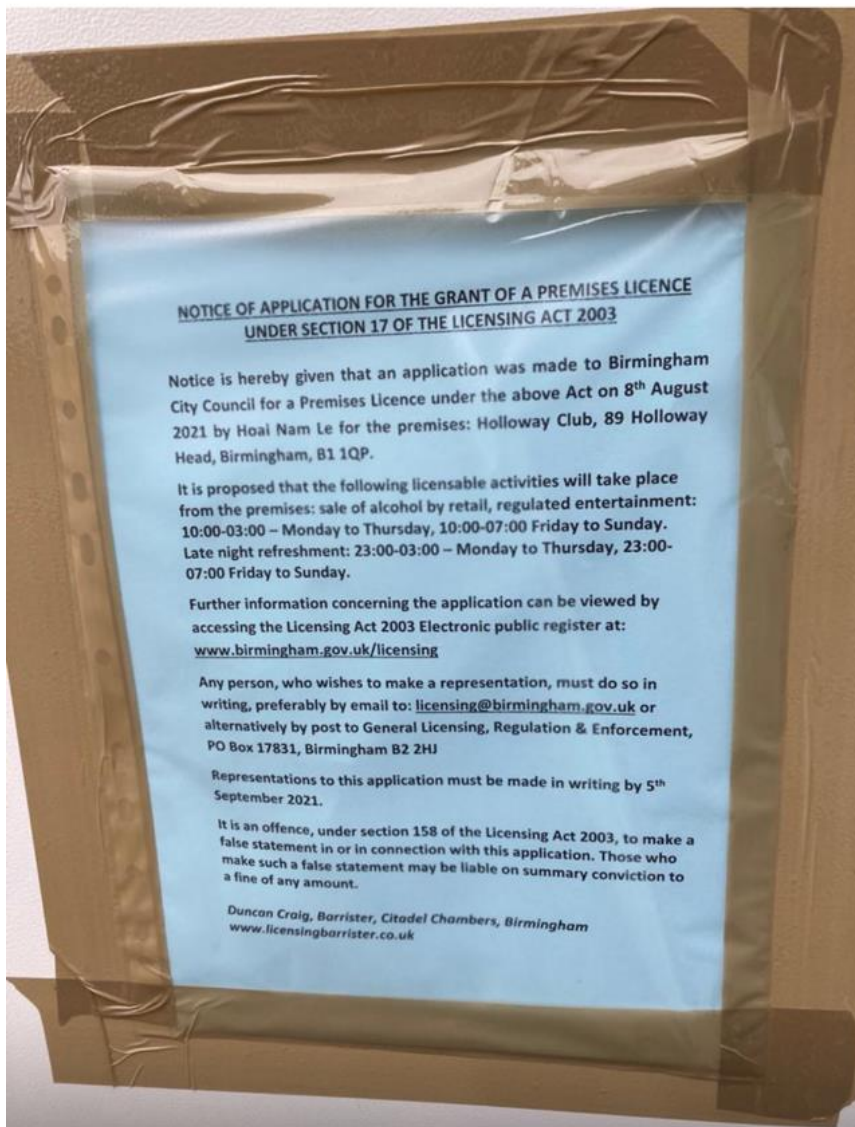
5G



+44 7973 869797

11/08/2021, 15:21

All Media



New license application for King VN, if you want to object or make comments such as restricting opening hours or requiring proper rubbish disposal NOW is your chance



From:

Sent: 11 August 2021 18:05

To: Licensing

Subject: Licensing Act 2003 (Grant) RE: Holloway Club, 89 Holloway Head, Birmingham, B1 1QP

Hello

As a resident of Concord house in number i strongly object to the application. I live just opposite to the club and this place has already done considerate damage to myself as I no longer can sleep in my main bedroom all weekend due to the extremely loud thumping music that goes on all weekend until 6am.

I am extremely unhappy with this place as it's causing me to not have any sleep and is making me so uncomfortable that i am wanting to move.

Having this happen on a weekend is bad enough but having it all week would just be unbearable and would drive me crazy.

There is no way that this place is in the right location and should not be supported.

Thanks

From:
Sent: 14 August 2021 15:12
To: Licensing
Subject: King Vn Licence application - Holloway Club 89, Holloway Head
Importance: High

Dear Sir ,

I wish to raise objections to the application for : Holloway Club : 89 Holloway Head, Birmingham, B1 1QP currently known as King VN.

I am a neighbour of this premises, and unfortunately we have suffered over the years from the appalling impact this premise has had on our lives and the utter contempt for the neighbouring properties.

Whilst a club in various formats have been I these premises for many years, in the recent past, dubious individuals with links to criminality have been involved. Please ensure that detailed criminality and background checks are undertaken to ensure that a suitable individual controls the premises.

Given that BCC in its wisdom has granted numerous planning permissions for residential property close to 89 Holloway Head, it is not unreasonable that sufficient restrictions are placed upon this venue to protect neighbouring properties utility and peace & quiet.

1: On various occasions we have suffered from noise from the premises- which seems to be coming from their courtyard. In the summer the noise can be very loud making it difficult to sleep. I would therefore request that the opening hours are restricted with a far earlier closing time (circa 1am) and a requirement that NO noise from the club should be audible outside the premises.

2: The club dose not appear to have any rubbish facilities. On various occasions they have abandoned rotting rubbish for months outside their premises. This attracts vermin, and is both a visual and odour problem; and the BCC has had to remove the rubbish, after numerous complaints to the Council. Therefore please make it a requirement that proper closed rubbish bins are provided, no blocking of pavements by rubbish and regular removal from a suitable contractor. Ideally rubbish should be stored inside the premises until collection. If they cannot achieve this a premises licence should be refused.

3: Control of customers: Please make it a requirement that the premises has licensed security guards in attendance whilst it is open.

Neighbours have had on occasion witnessed scenes of customers fighting it the street; shouting; drunks falling into the road in the early hours, and littering including broken glass.

This has resulted in complaints to the BCC and the West Midlands Police.

It is essential that customers are actively controlled on entry and departure from the premises, and noise and disturbance of neighbouring residential properties taken into account.

If they cannot achieve this a premises licence should be refused.

4: Car parking and taxis- When the premises is open it appears there is often a free for all with cars parked on pavements and double yellow lines.

Last week I witnessed double parked cars blocking two fire engines attempting to turn into Marshall Street. Please require the club operators to have an enforced travel plan with car parking - (there are several nearby car parks available) and control of mini cabs and taxis - with a designed pick up point further up Holloway Head and at busy times this should be marshalled. Perhaps bollards could be installed around the pavements to deter parking on them?

If this is not possible a licence should be refused.

5: Safety: Has the club been inspected to check its safety, recently? I note that secondary doors have been added in front of the fire exits. Does the club meet current fire safety standards? Cars are sometimes parked in such a way as to block or restrict emergency exits.

6: Control of crime and anti social behaviour: Please require the club to have extensive CCTV internally and externally and make it an explicit requirement that they control patrons upon entry and exit. Also to fit signage reminding patrons that this is a residential area and to keep noise to a minimum

7: Lighting: Red LED lights have been fitted at roof level these shine into our apartment opposite in Marshall St, causing a nuisance. Could these be removed or the hours they are on be restricted?

Yours sincerely

Apt Concord House, Marshall St, Birmingham B1

From:
Sent: 16 August 2021 10:22
To: Licensing
Subject: Re: King VN

Good morning

Yes it is Holloway Club, 89 Holloway Head Birmingham, B1 1QP

Kind regards

Linsey

Sent from my iPhone

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

From:
Sent: 12 August 2021 18:44
To: Licensing
Subject: King VN

Dear Sirs

I understand that a license has been applied for the above on Holloway Head. I am a resident living in Concord House and I wish to object to this. The noise when the music starts and the subsequent issues at closing time from previous licenses at this venue were unbearable. I could not sleep at night as the noise was so loud and then when people were leaving drunk at all times in the morning the noise was worse as well as the unsociable behaviour. This area is becoming more and more residential, it is not fair that we have to put up with this nuisance.

Please do not allow this.

Kind regards

From:
Sent: 03 September 2021 12:44
To: Licensing ; andy.street; shabana.mahmood.mp
Subject: Licence application King VN 89 Holloway Head

Dear Sir or Madam,

I would like you to accept this email as my objection to the granting of the licence, as currently applied for, in respect of the above premises on the 8th August 2021. I copy in the Mayor and MP for Ladywood so they are sighted on this concerning matter.

Firstly, as an owner of a flat in a neighbouring building I have been appalled at the amount of festering rubbish that has been previously left outside the building to rot for months on end, both the sight and the smell are disgusting and it is clear those responsible for the premises have no thought or concern for their neighbours who have to live with it, when they go home (presumably). This situation does nothing but bring down the surrounding area as it also encourages others to behave in a destructive and unacceptable manner including graffitiing and using the public space as an outdoor toilet. This in turn costs either property owners directly or indirectly through our BCC charges. This is money which could better be spent on other social issues which as you will know Ladywood has in abundance already.

Please could consideration be given to compelling the licence applicants to ensure these matters are addressed if the licence is granted by dealing properly with their rubbish and monitoring the behaviour of their clientele may be through the appointing of manned guarding.

Although I have not personally been affected by the noise of clients throughout the night emanating from this premises I am very aware that several of my neighbours have and I am concerned that if the licence is granted with trading being allowed until the early hours in the week and the morning at weekends this will have an adverse effect both in terms of quality of life and the on going attraction of living in our properties. There have been a number of incidents when there has been fighting, shouting, screeching car tyres and dangerous behaviour both in Marshall Street and the main road. I do not wish to feel vulnerable when I am walking from or to my apartment especially after dark and this is the case when behaviour such as described above is taking place. The attending to of these matters costs us all but only the very few are profiting - handsomely I imagine - this should again be a consideration.

If the licence is granted I would like consideration again to be given to limiting the hours to midnight during the week and 0200 at the weekends and compelling the applicants to provide professional security and I would ask again, what added value is this premises being open for these extended hours going to contribute to the public purse or the local environment?

I realise that we should encourage enterprise and employment but both of these things could still be achieved by reducing the trading hours considerably and ensuing that acceptable standards are met both in terms of monitoring and preventing poor and anti social behaviour whilst operating in harmony with those who live in the area.

As a final point I was speaking with the lead community police officer (PC Dave Thomas) for Ladywood this morning and he told me he was not aware of the license application!

Yours faithfully,

Apt Concord House, Marshall Street, Birmingham B1



Birmingham
Application for a premises licence
Licensing Act 2003

For help contact
licensingonline@birmingham.gov.uk
 Telephone: 0121 303 9896

* required information

Section 1 of 21

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

DCC/HollowayClub/Prem/21

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

Hoai Nam

* Family name

Le

* E-mail

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"/>
District	<input type="text"/>
* City or town	<input type="text"/>
County or administrative area	<input type="text"/>
* Postcode	<input type="text"/>
* Country	<input type="text"/>

Agent Details

* First name	<input type="text" value="Duncan"/>	
* Family name	<input type="text" value="Craig"/>	
* E-mail	<input type="text"/>	
Main telephone number	<input type="text"/>	Include country code.
Other telephone number	<input type="text"/>	
<input type="checkbox"/> 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.

Your Address

Address official correspondence should be sent to.

* Building number or name	<input type="text" value="Citadel Chambers"/>
* Street	<input type="text" value="190 Corporation Street"/>
District	<input type="text"/>
* City or town	<input type="text" value="Birmingham"/>
County or administrative area	<input type="text"/>
* Postcode	<input type="text" value="B4 6QD"/>
* Country	<input type="text" value="United Kingdom"/>

Section 2 of 21

PREMISES DETAILS

Continued from previous page...

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	Holloway Club
Street	89 Holloway Head
District	
City or town	Birmingham
County or administrative area	
Postcode	B1 1QP
Country	United Kingdom

Further Details

Telephone number	
Non-domestic rateable value of premises (£)	40,000

Section 3 of 21**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

Section 4 of 21**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

Family name

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?

☒ 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.

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

Applicant Contact Details

Are the contact details the same as (or similar to) those 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.

E-mail

Telephone number

Other telephone number

* Date of birth

dd mm yyyy

* Nationality

V

Documents that demonstrate entitlement to work in the UK

Right to work share code

Right to work share code if not submitting scanned documents

Add another applicant

Section 5 of 21

OPERATING SCHEDULE

When do you want the premises licence to start?

26 / 08 / 2021
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

Continued from previous page...

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.

Bar

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

Section 6 of 21

PROVISION OF PLAYS

See guidance on regulated entertainment

Will you be providing plays?

☐ Yes

☒ No

Section 7 of 21

PROVISION OF FILMS

See guidance on regulated entertainment

Will you be providing films?

☐ Yes

☒ No

Section 8 of 21

PROVISION OF INDOOR SPORTING EVENTS

See guidance on regulated entertainment

Will you be providing indoor sporting events?

☐ Yes

☒ No

Section 9 of 21

PROVISION OF BOXING OR WRESTLING ENTERTAINMENTS

See guidance on regulated entertainment

Will you be providing boxing or wrestling entertainments?

☐ Yes

☒ No

Section 10 of 21

PROVISION OF LIVE MUSIC

See guidance on regulated entertainment

Will you be providing live music?

☒ Yes

☐ No

Standard Days And Timings

Continued from previous page...

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

SATURDAY

Start

End

Start

End

SUNDAY

Start

End

Start

End

Will the performance of live music take place indoors or outdoors or both?

☒ Indoors ☐ Outdoors ☐ Both

Where taking place in a building or other
structure tick as appropriate. Indoors may
include a tent.

State type of activity to be authorised, if not already stated, and give relevant further details, for example (but not
exclusively) whether or not music will be amplified or unamplified.

State any seasonal variations for the performance of live music

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

New Years Eve - Licensable activities extended from the end of permitted hours on New Years Eve to the start of Permitted
hours on New Years Day.

On the commencement of British Summer time, one further hour to be added to the above time for the cessation of

Continued from previous page...

licensable activities.

On Bank Holidays, licensable activities will be extended by 1 hour.

Non-standard timings. Where the premises will be used for the performance of live music 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.

Section 11 of 21

PROVISION OF RECORDED MUSIC

See guidance on regulated entertainment

Will you be providing recorded music?

☒ 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

SATURDAY

Start

End

Start

End

Continued from previous page...

SUNDAY

Start 10:00

End 23:59

Start 00:00

End 07:00

Will the playing of recorded music take place indoors or outdoors or both?

☒ Indoors

☐ Outdoors

☐ Both

Where taking place in a building or other structure tick as appropriate. Indoors may include a tent.

State type of activity to be authorised, if not already stated, and give relevant further details, for example (but not exclusively) whether or not music will be amplified or unamplified.

State any seasonal variations for playing recorded music

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

Non-standard timings. Where the premises will be used for the playing of recorded music 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.

New Years Eve - Licensable activities extended from the end of permitted hours on New Years Eve to the start of Permitted hours on New Years Day.

On the commencement of British Summer time, one further hour to be added to the above time for the cessation of licensable activities.

On Bank Holidays, licensable activities will be extended by 1 hour.

Section 12 of 21

PROVISION OF PERFORMANCES OF DANCE

See guidance on regulated entertainment

Will you be providing performances of dance?

☒ Yes

☐ No

Standard Days And Timings

MONDAY

Start 10:00

End 23:59

Start 00:00

End 03:00

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 End

Start End

WEDNESDAY

Start End

Start End

THURSDAY

Start End

Start End

FRIDAY

Start End

Start End

SATURDAY

Start End

Start End

SUNDAY

Start End

Start End

Will the performance of dance take place indoors or outdoors or both?

☒ Indoors ☐ Outdoors ☐ Both

Where taking place in a building or other structure tick as appropriate. Indoors may include a tent.

State type of activity to be authorised, if not already stated, and give relevant further details, for example (but not exclusively) whether or not music will be amplified or unamplified.

State any seasonal variations for the performance of dance

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

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

Continued from previous page...

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

New Years Eve - Licensable activities extended from the end of permitted hours on New Years Eve to the start of Permitted hours on New Years Day.

On the commencement of British Summer time, one further hour to be added to the above time for the cessation of licensable activities.

On Bank Holidays, licensable activities will be extended by 1 hour.

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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

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

SATURDAY

Start

End

Start

End

Continued from previous page...

SUNDAY

Start 10:00

End 23:59

Start 00:00

End 07:00

Give a description of the type of entertainment that will be provided

--

Will this entertainment take place indoors or outdoors or both?

☒ Indoors ☐ Outdoors ☐ Both

Where taking place in a building or other structure tick as appropriate. Indoors may include a tent.

State type of activity to be authorised, if not already stated, and give relevant further details, for example (but not exclusively) whether or not music will be amplified or unamplified.

--

State any seasonal variations for entertainment

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

--

Non-standard timings. Where the premises will be used for entertainment 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.

New Years Eve - Licensable activities extended from the end of permitted hours on New Years Eve to the start of Permitted hours on New Years Day.

On the commencement of British Summer time, one further hour to be added to the above time for the cessation of licensable activities.

On Bank Holidays, licensable activities will be extended by 1 hour.

Section 14 of 21

LATE NIGHT REFRESHMENT

Will you be providing late night refreshment?

☒ Yes ☐ No

Standard Days And Timings

Continued from previous page...

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

SATURDAY

Start

End

Start

End

SUNDAY

Start

End

Start

End

Will the provision of late night refreshment take place indoors or outdoors or both?

☒ Indoors

☐ Outdoors

☐ Both

Where taking place in a building or other
structure tick as appropriate. Indoors may
include a tent.

State type of activity to be authorised, if not already stated, and give relevant further details, for example (but not exclusively) whether or not music will be amplified or unamplified.

State any seasonal variations

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

Continued from previous page...

Non-standard timings. Where the premises will be used for the supply of late night refreshments 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.

New Years Eve - Licensable activities extended from the end of permitted hours on New Years Eve to the start of Permitted hours on New Years Day.

On the commencement of British Summer time, one further hour to be added to the above time for the cessation of licensable activities.

On Bank Holidays, licensable activities will be extended by 1 hour.

Section 15 of 21

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.

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.

New Years Eve - Licensable activities extended from the end of permitted hours on New Years Eve to the start of Permitted hours on New Years Day.

On the commencement of British Summer time, one further hour to be added to the above time for the cessation of licensable activities.

On Bank Holidays, licensable activities will be extended by 1 hour.

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"/>
District	<input type="text"/>
City or town	<input type="text"/>
County or administrative area	<input type="text"/>
Postcode	<input type="text"/>
Country	<input type="text"/>
Personal Licence number (if known)	<input type="text"/>
Issuing licensing authority (if known)	<input type="text"/>

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'.

Section 16 of 21

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.

N/A

Section 17 of 21

HOURS PREMISES ARE OPEN TO THE PUBLIC

Standard Days And Timings

MONDAY

Start

Start

End

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 End

Start End

WEDNESDAY

Start End

Start End

THURSDAY

Start End

Start End

FRIDAY

Start End

Start End

SATURDAY

Start End

Start End

SUNDAY

Start End

Start End

State any seasonal variations

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

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.

New Years Eve - Opening times extended from the end of permitted hours on New Years Eve to the start of Permitted hours on New Years Day.

On the commencement of British Summer time, one further hour to be added to the above time for the cessation of opening times.

On Bank Holidays, licensable activities will be extended by 1 hour.

Section 18 of 21

LICENSING OBJECTIVES

Continued from previous page...

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

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

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

CCTV

1. A digital Closed Circuit Television System (CCTV) will be installed and maintained in good working order and be correctly time and date stamped.
 - i. The system will incorporate sufficient built-in hard-drive capacity to suit the number of cameras installed.
 - ii. CCTV will be capable of providing pictures of evidential quality in all lighting conditions, particularly facial recognition.
 - iii. Cameras will encompass all ingress and egress to the premises, the immediate area outside the frontage of the Premises and all areas where the sale/supply of alcohol occurs.
 - iv. The system will record and retain CCTV footage for a minimum of 28 days.
 - v. The system will record at all times when the Premises are open.
 - vi. The system will incorporate a means of transferring images from the hard-drive to a format that can be played back on any desktop computer.
 - vii. The Digital recorder will be password protected to prevent unauthorised access, tampering, or deletion of images.
 - viii. There will be at all times, when the premises is open, a member of staff on duty with access to the CCTV system who is trained in the use of the equipment.
 - ix. Upon receipt of a request for a copy of CCTV footage from Police, or Officers or any other Responsible Authority, the member of staff will produce the footage within 24 hours, or less if urgently required for investigations of serious crime.
 - x. CCTV footage must be made available to be viewed by West Midlands Police or an Officer of a Responsible Authority upon request or during an inspection.

INCIDENT BOOK

2. An incident book must be kept at the Premises and maintained up to date (no later than 24 hours after the incident) at all times and will record the following:
 - i. Time date and details of all incidents/complaints of crime and disorder or anti-social behaviour
 - ii. All crimes reported to the venue
 - iii. Any faults in the CCTV system, searching equipment or scanning equipment
 - iv. Any visit by a responsible authority or emergency serviceThe incident book must be kept at the premises and made available to West Midlands Police or an Officer of a Responsible Authority on request, or during an inspection.

REFUSALS REGISTER

3. A refusals register must be kept at the Premises and maintained up to date at all times recording the date time, type of product refused, reasons for every refusal to sell alcohol to a customer and the name and signature of member of staff refusing the sale.
4. The refusals record must be made available to West Midlands Police or an Officer of a Responsible Authority on request, or during an inspection.
5. The Premises Licence Holder or the Designated Premises Supervisor must monitor the Refusals Register every month and must sign and date the Refusals Register when this has been completed, or if the Refusals Register is electronic the check and date and time of the check must be clearly recorded.

TRAINING

6. Training in relation to the Licensing Objectives and the conditions on the premises licence, Challenge 25, under age sales, sales to adults on behalf of minor (proxy sales), sales to intoxicated persons, refusals registers and incident records must be provided and undertaken by all members of staff (whether paid or unpaid) before he / she makes a sale or supply of alcohol and at least every six months thereafter.
7. Documented training records must be completed in respect of every member of staff and must include the name of the member of staff trained, date, time and content of the training. The record must be signed by the member of staff who has received the training, the Designated Premises Supervisor, the Premises Licence Holder or external training providers.
8. Documented training records must be kept at the premises and made available to West Midlands Police or an Officer of a Responsible Authority on request, or during an inspection.

Continued from previous page...

b) The prevention of crime and disorder

9. A zero tolerance towards illegal drugs will operate at all times

10. The premises licence holder will ensure that door supervisors stationed outside the front of the premises will wear high visibility jackets/coats/tabards and will have their SIA badge held in a clear arm sleeve. Door supervisors inside the premises will wear high visibility waist coats/tabards with their SIA badge held in a clear arm sleeve.

11. The premises licence holder will supply a risk assessment for all events held at the premises, including standard in house events, to include all security provision, with a minimum of 14 days notice (or lesser period if agreed with West Midlands Police Licensing Department) Risk assessments will include search policies and a security deployment plan to reflect the risk of the event. Dispersal policies will also be contained

12. The DPS shall ensure that any door staff employed at the premises wear and clearly display their SIA registration badge at all times whilst on duty. A record shall be maintained containing the names, addresses, dates of birth and registration numbers of door supervisors. The record shall be made available for inspection upon request by the Police and/or officers of the responsible authorities.

c) Public safety

13. The Licence Holder shall ensure that all emergency lighting is checked on a weekly basis. Entrances, exits and passageways shall be kept clear.

14. The premises' Fire Risk Assessment will be made available to any officer of a responsible authority upon request.

15. The premises licence holder shall ensure that the maximum number of persons on the premises at any one time shall not exceed the number agreed with West Midlands Fire Service

d) The prevention of public nuisance

16. The Premises Licence Holder shall ensure notices are displayed at all entrances and exits of the premises advising customers to have respect for the nearby residents and keep noise levels to a minimum as they depart.

17. The premises shall have an operational dispersals policy and noise management plan.

e) The protection of children from harm

18. The premises licence holder shall adopt the Challenge 25 scheme and appropriate signage will be placed at the entrance to the premises and adjacent to any bar server. The premises will operate a policy whereby any person attempting to buy alcohol or any person attempting to gain entry for premises who appears to be under 25 will be asked for photographic ID to prove their age. The ID that will be accepted is a passport or driving licence with a photograph.

19. The premises licence holder shall display Challenge 25 posters in prominent positions within the premises, including at the point of sale and the entrance to the premise

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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 in one of two ways: 1) by providing with this application copies or scanned copies of the documents listed below (which do not need to be certified), or 2) by providing their 'share code' to enable the licensing authority to carry out a check using the Home Office online right to work checking service (see below).

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 birth or adoption certificate issued 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 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.

Continued from previous page...

- 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.
- 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 18(3) or 20(2) of the Immigration (European Economic Area) Regulations 2016, 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.

Continued from previous page...

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.

Home Office online right to work checking service

As an alternative to providing a copy of the documents listed above, applicants may demonstrate their right to work by allowing the licensing authority to carry out a check with the Home Office online right to work checking service.

To demonstrate their right to work via the Home Office online right to work checking service, applicants should include in this application their 9-digit share code (provided to them upon accessing the service at <https://www.gov.uk/prove-right-to-work>) which, along with the applicant's date of birth (provided within this application), will allow the licensing authority to carry out the check.

In order to establish the applicant's right to work, the check will need to indicate that the applicant is allowed to work in the United Kingdom and is not subject to a condition preventing them from doing work relating to the carrying on of a licensable activity.

An online check will not be possible in all circumstances because not all applicants will have an immigration status that can be checked online. The Home Office online right to work checking service sets out what information and/or documentation applicants will need in order to access the service. Applicants who are unable to obtain a share code from the service should submit copy documents as set out above.

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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.

Premises Licence Fees are determined by the non domestic rateable value of the premises.

To find out a premises non domestic rateable value go to the Valuation Office Agency site at <https://www.tax.service.gov.uk/business-rates-find/search>

Band A - No RV to £4300 - £100.00

Band B - £4301 to £33000 - £190.00

Band C - £33001 to £87000 - £315.00

Band D - £87001 to £125000 - £450.00*

Band E - £125001 and over - £635.00*

*If the premises rateable value is in Bands D or E and the premises is primarily used for the consumption of alcohol on the premises then you are required to pay a higher fee

Band D - £87001 to £125000 - £900.00

Band E - £125001 and over - £1,905.00

There is an exemption from the payment of fees in relation to the provision of regulated entertainment at church halls, chapel halls or premises of a similar nature, village halls, parish or community halls, or other premises of a similar nature. The costs associated with these licences will be met by central Government. If, however, the licence also authorises the use of the premises for the supply of alcohol or the provision of late night refreshment, a fee will be required.

Schools and sixth form colleges are exempt from the fees associated with the authorisation of regulated entertainment where the entertainment is provided by and at the school or college and for the purposes of the school or college.

If you operate a large event you are subject to ADDITIONAL fees based upon the number in attendance at any one time

Capacity 5000-9999 - £1,000.00

Capacity 10000-14999 - £2,000.00

Capacity 15000-19999 - £4,000.00

Capacity 20000-29999 - £8,000.00

Capacity 30000-39999 - £16,000.00

Capacity 40000-49999 - £24,000.00

Capacity 50000-59999 - £32,000.00

Capacity 60000-69999 - £40,000.00

Capacity 70000-79999 - £48,000.00

Capacity 80000-89999 - £56,000.00

Capacity 90000 and over - £64,000.00

* Fee amount (£)

315.00

DECLARATION

1

Continued from previous page...

[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

* Capacity

* Date / /
dd mm yyyy

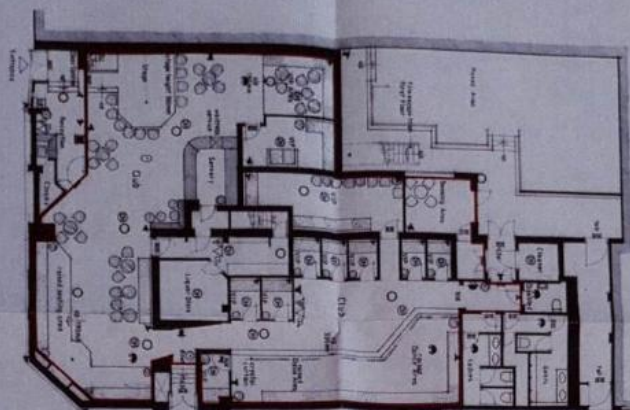
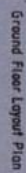
Once you're finished you need to do the following:

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/birmingham/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.

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

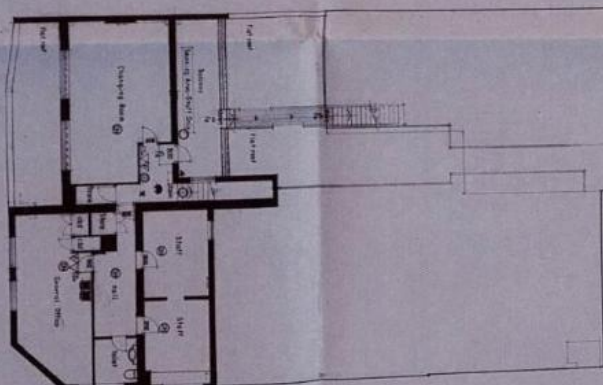
IT IS AN OFFENCE UNDER SECTION 24B OF THE IMMIGRATION ACT 1971 FOR A PERSON TO WORK WHEN THEY KNOW, OR HAVE REASONABLE CAUSE TO BELIEVE, THAT THEY ARE DISQUALIFIED FROM DOING SO BY REASON OF THEIR IMMIGRATION STATUS. THOSE WHO EMPLOY AN ADULT WITHOUT LEAVE OR WHO IS SUBJECT TO CONDITIONS AS TO EMPLOYMENT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



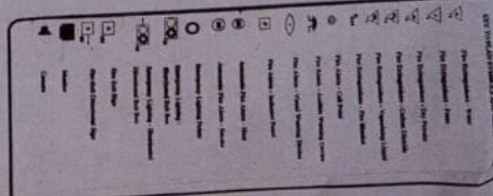
Holladay, Neal

Marshall Street

First Floor Layout Plan



42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1060 1061 1062 1063

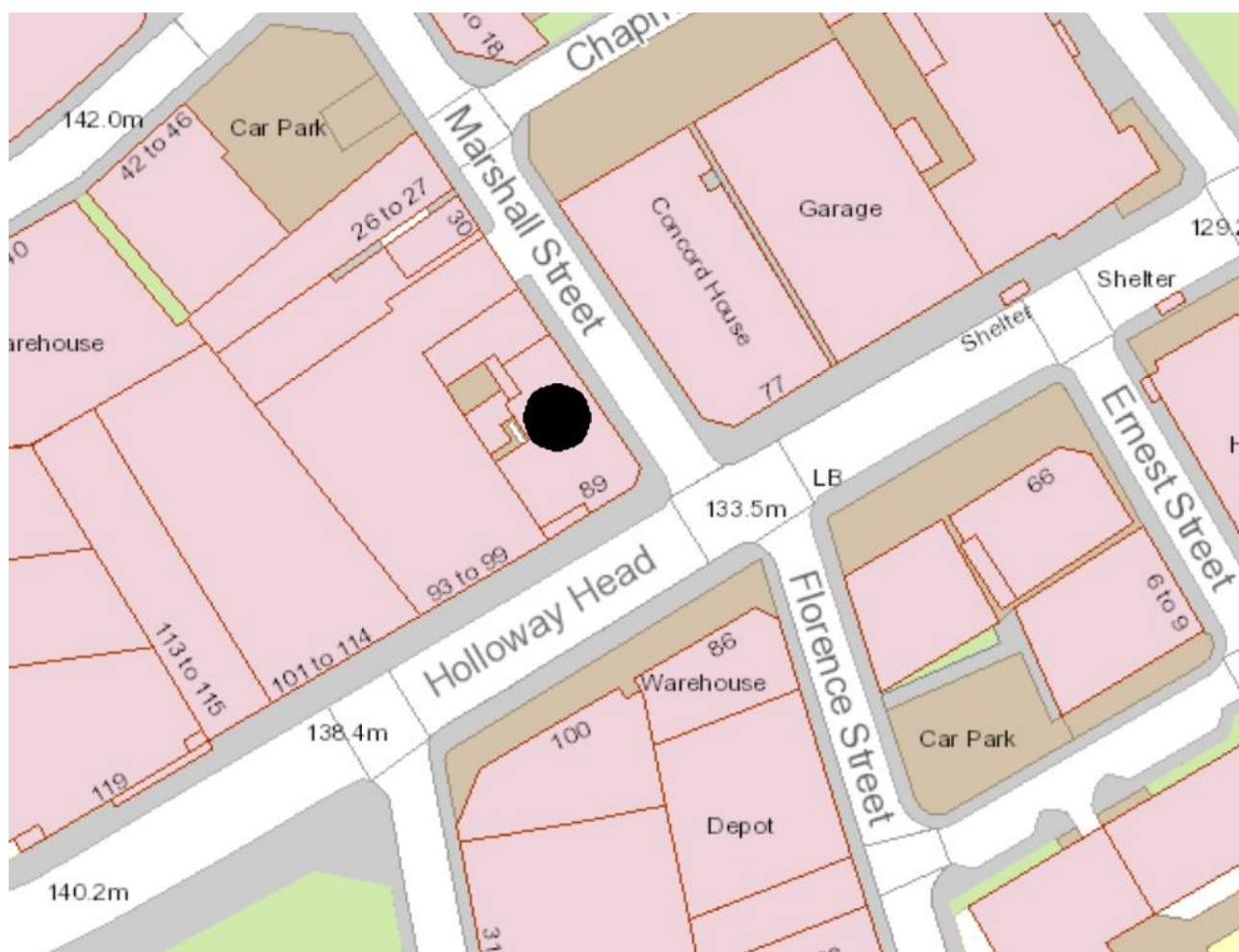
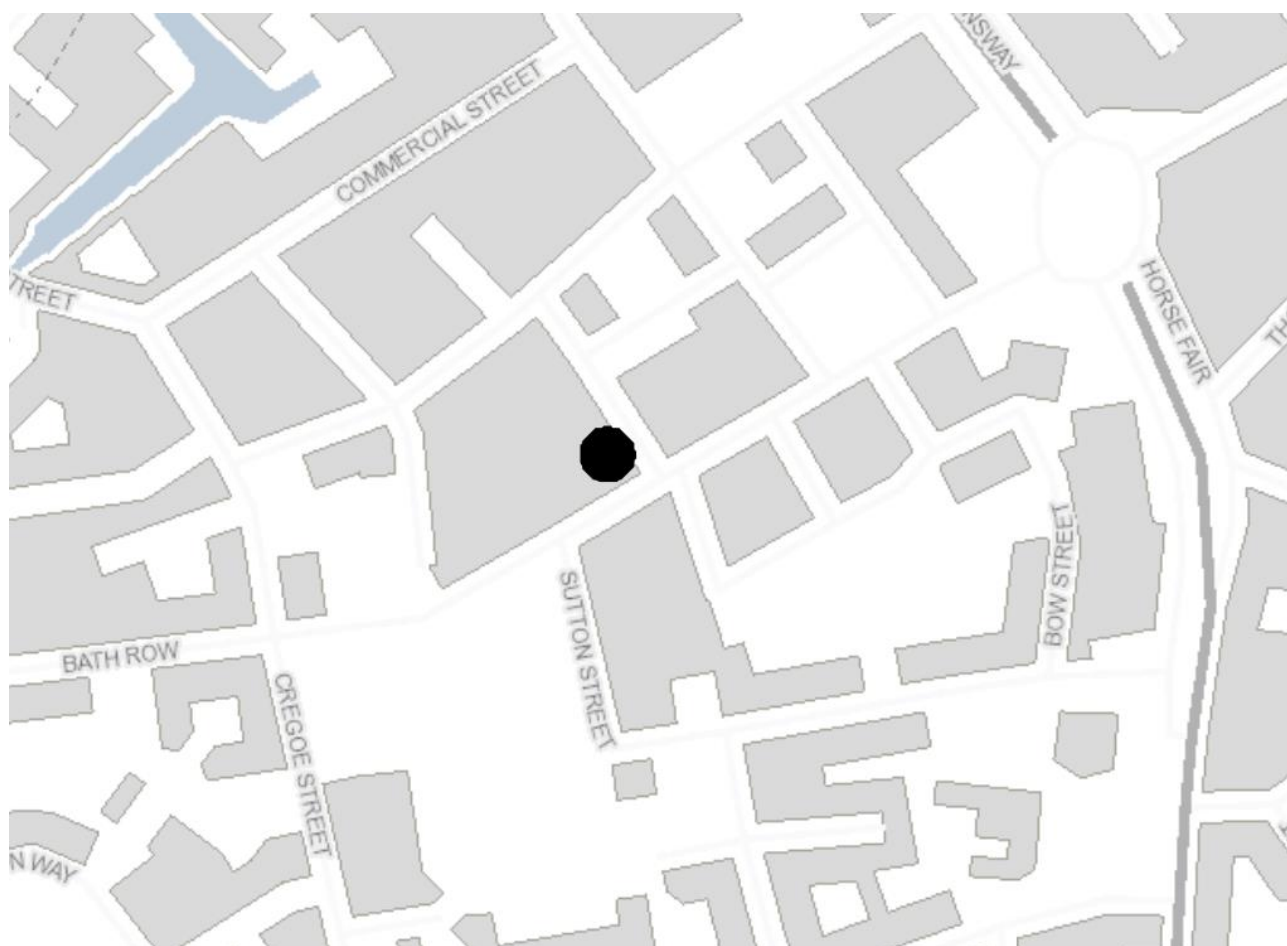


TERRY A. POLLITNEY
DESIGN CONSULTANT

The Sunset Gentlemen's Club •
89 Holloway Road •
Birmingham • B1 1QP.

Application for the Variation
of a Premises Licence by:
Chi Lam Wealth Management
limited.

TP-589-5
1-11-88
MAY 1988
LABORING



BIRMINGHAM CITY COUNCIL

Hearing, 10:00, 29th September 2021

Microsoft Teams Hearing

THE HOLLOWAY CLUB
89 HOLLOWAY HEAD
BIRMINGHAM, B1 1QP

APPLICANT'S SUPPORTING DOCUMENTS INDEX

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NOTICE OF FORFEITURE

TO: Amari 1 Ltd
89 Holloway Head
Birmingham
B1 1QP

RE: Lease dated 23 February 2012 and made between (1) Chi Lam Wealth Management Limited (2) Sunset Birmingham Limited and (3) Stefanos Neophytou (Lease).

TAKE NOTICE that 89 Holloway Head, Birmingham, B1 1QP (Premises), demised under the Lease, has today been repossessed by Mao Wah Limited, 98 Bristol Road, Birmingham, B5 7XH (Landlord) following forfeiture of the Lease by peaceable re-entry (in accordance with the Landlord's power under clause 37 of the Lease). As a consequence of the re-entry, the Lease is forfeited.

AND FURTHER TAKE NOTICE that following the repossession the locks to the Premises have been changed and no one can lawfully enter the Premises unless they have been given written authorisation by the Landlord or its solicitors.

Any attempt to enter the premises without the Landlord's authority may be a criminal offence and result in a prosecution.

If you have any enquiries about the premises, please contact Thomas Walsh of Emms Gilmore Liberson Solicitors, Lancaster House, 67 Newhall Street, Birmingham, B3 1NQ.

Dated: 15 July 2019

Emms Gilmore Liberson

For and on behalf of the Landlord
EMMS•GILMORE•LIBERSON
Solicitors

Lancaster House
67 Newhall Street
Birmingham
B3 1NQ

Tel: 0121 314 0000
Ref: TJW/AQM/MAO001.001

Order Dismissing Petition

TJSW

In The High Court of Justice Chancery Division Birmingham District Registry	
Insolvency Number	6037 of 2019
Debtor	Amari 1 Ltd - Reg - 07779292

Before District Judge Shorthose

Sitting in court on 10 September 2019

In the matter of Amari 1 Ltd - Reg - 07779292

And in the matter of the Insolvency Act 1986

Upon the Petition of Mao Wah Limited

Presented to the court on 25 June 2019

And upon reading the evidence

It is ordered that the Petition be dismissed

And it is ordered that the company to pay the Petitioner's costs assessed at £3000

Dated 10 September 2019





Our Ref: ASR/SA/
Please ask for: Sameera Saddiq
Date: 27th September 2021

Please Reply To:
ASR Advantage Solicitors
70 Villa Road
Handsworth
Birmingham
B19 1BL
Telephone: 0121 514 7111
Fax: 0121 514 7112



Property



Family



Immigration



Employment



Commercial



Wills & Probate



Crime

To whom it may concern

Dear Sirs

Re: Our client: Amari 1 Ltd (formerly known as Sunset Birmingham Ltd)
Property Address: 89 Holloway Head, Birmingham B1 1QP

We confirm, the lease of 89 Holloway Head, Birmingham, B1 1QP was forfeited by the Landlord Mao Wah Ltd on 15th July 2019, by peaceful re-entry.

We further confirm Amari 1 Ltd was granted relief from forfeiture by the courts on 31st October 2019. We confirm Amari 1 Ltd have been in continuous possession of the lease.

We trust the above clarifies our position.

Yours faithfully

ASR ADVANTAGE LAW LTD

✓ **BIRMINGHAM**

70 Villa Road
Birmingham
B19 1BL

T: 0121 514 7111
F: 0121 514 7112

□ **HINCKLEY**

Catherine House
10 Coventry Road
Hinckley
LE10 0JT

T: 0145 5619 322
F: 0145 5619 346

□ **NEWCASTLE**

Queens Chambers
2 Queen Street
Newcastle-Under-Lyme
ST5 1EE

T: 01782 717 888
F: 01782 717 042



Dear Ms Saddiq

Our client: Mao Wah Limited

Your client: Amari 1 Ltd

Property: 89 Holloway Head, Birmingham

Lease: for the Property dated 23 February 2012 between (1) Chi Lam Wealth Management Limited
(2) Sunset Birmingham Limited (2) Stefanos Neophitou

We write further to our last email (dated 31 October 2019, timed 16:45) in respect of the Premises Licence (under the Licensing Act 2003) for the Property. You have not responded to this email.

We enclose a copy of a poster, produced by your client, which details that the Property will resume operating as a night club venue from 17 November 2019.

We are instructed that your client does not possess its own Premises Licences to enable it to operate a night club venue at the Property.

As stated in our above-mentioned email, your client does not have permission to trade at the Property under our client's licence. If your client went ahead regardless (and traded at the Property under our client's licence) we are instructed to report your client immediately to the Licensing Authority at Birmingham Council.

Trading a night club at the Property without a Premises Licence would also constitute a breach of covenant under the Lease. In the event of any further breaches of covenant of Lease we have standing instructions to take immediate enforcement steps against your client for which your client is on notice as to costs.

Yours faithfully

Thomas Walsh
Senior Associate

DD: 0121 296 3841

M: 07594 089723

E: twalsh@egl-law.com<<mailto:twalsh@egl-law.com>>

[cid:image06d79f.JPG@bab41243.41a0e83c]<<http://www.egl-law.com>>

Registered Office: Lancaster House | 67, Newhall Street | Birmingham | B3 1NQ
T: 0121 314 0000 | F: 0121 262 1870 | www.egl-law.com<<http://www.egl-law.com>>

Duncan Craig

From: Duncan Craig
Sent: 29 November 2019 08:37
To: Joanne Swampillai
Subject: Re: Premises Licence Number 1952; 89 Holloway Head, Birmingham, B1 1QP

Ok. Thanks for getting back to me. I'm out of court all day today.

Sent from my iPhone

On 28 Nov 2019, at 18:56, Joanne Swampillai <Joanne.Swampillai@birmingham.gov.uk> wrote:

Apologies Duncan – I have been in meetings and will look at this tomorrow. Sorry to hold you up.

Thank you
Joanne

Joanne Swampillai
Solicitor
Legal & Governance Department
Birmingham City Council
PO Box 15992
Birmingham B2 2QU

Direct Dial: 0121 303 0336
Fax: 0121 303 1321
MDX 326401 Birmingham 87
www.birmingham.gov.uk

<image001.png>

From: Duncan Craig <Duncan.Craig@citadelchambers.com>
Sent: Wednesday, November 27, 2019 7:12 PM
To: Joanne Swampillai <Joanne.Swampillai@birmingham.gov.uk>
Subject: FW: Premises Licence Number 1952; 89 Holloway Head, Birmingham, B1 1QP

Dear Joanne

I understand from Shaid Yasser that you have conduct of this matter and wondered if there had been any progress.

Kind regards

Duncan Craig

From: Duncan Craig
Sent: 19 November 2019 09:43
To: Birmingham Licensing <licensing@birmingham.gov.uk>

Cc: 'Sameera Saddiq' <sameera@asrsolicitors.co.uk>

Subject: RE: Premises Licence Number 1952; 89 Holloway Head, Birmingham, B1 1QP

Dear Licensing

Further to the below, I was forwarded an email last Friday the transcript of which I have attached to this email. Its contents are self-explanatory.

In light of this email, and the threat contained therein to 'report' my client to Birmingham City Council, I have advised my clients, Amari 1 Limited, that its contents misapprehend the mechanics of Licensing Act 2003 and what amounts to carrying on (or attempting to carry on) a licensable activity other than in accordance with an authorisation; that authorisation emanating from Birmingham City Council, and not the landlord of the property. The current arrangement at the property in relation to the premises licence is analogous to how many pub owning groups (such as Marston's and Star Pubs & Bars [Heineken]) organise their affairs, whereby they hold the licence and the tenant operates via that licence with the supply of alcohol being authorised via the DPS (which is frequently the tenant themselves or their nominee). As such, based on the foregoing, I have advised Amrari 1 Limited in carrying on licensable activities from the premises as authorised by the premises licence, that any suggestion that they or its directors are committing an offence simply for so doing is misconceived. They are simply operating through the premises licence that applies to their premises, as a tenant of Marston's (for example) who didn't hold the licence can and does. This is a perfectly lawful and commonplace practice.

With the foregoing in mind, I visited the premises on Sunday night (17th November) and hereby confirm that the DPS, Parmjit Singh, was present and able to present his personal licence to me. I reiterated my foregoing advice to him as well as an officer of the company that was present.

Yours faithfully

Duncan Craig

From: Duncan Craig

Sent: 14 November 2019 19:56

To: Birmingham Licensing <licensing@birmingham.gov.uk>

Cc: Sameera Saddiq <sameera@asrsolicitors.co.uk>

Subject: Premises Licence Number 1952; 89 Holloway Head, Birmingham, B1 1QP

Dear Licensing

I am instructed by Amari 1 Limited ('the Company'), former licence holder of the above premises licence. I am aware of the correspondence that has been circulating between the Company, via its solicitors, ASR Advantage Law, and BCC's licensing authority, and would respectfully request that all future correspondence in relation to this matter is directed through me. For the avoidance of doubt, I am authorised by the Bar Council of England and Wales to conduct litigation.

I am aware of the background to this matter. The Company was the licence holder at HDRX, 89 Holloway Head, Birmingham, B1 1QP, effective from 5th January 2017 when that premises licence was transferred into its name, until 12th August 2019 when an application to transfer that licence to Mah Wah Limited was received by your licensing authority, the date that the transfer subsequently became effective, following no objection from WMP being made to that application. I am also aware that that the transfer in 2019 was effectuated without the consent of the Company, via section 44(6) of the Licensing Act 2003; viz:

"(6)The relevant licensing authority must exempt the applicant from the requirement to obtain the holder's consent if the applicant shows to the authority's satisfaction—

(a)that he has taken all reasonable steps to obtain that consent, and

(b)that, if the application were granted, he would be in a position to use the premises for the licensable activity or activities authorised by the premises licence."

In an email to ASR Advantage Law dated 1st November, Shaid Yasser, a Senior Licensing Officer with your licensing authority, stated that the reason for the licensing authority being so satisfied was:

"In terms of (a) above, Emms Gilmore Liberson sent a letter to the Solicitors for the Licence Holder to obtain the consent needed.

They confirmed that there was no response from that letter which was dated 18th July 2019.

Once they have done this, they need to demonstrate (b) above, for this they attached a copy of the Official Register of Title, which showed the proprietor as Mao Wah Limited.

They also confirmed that they were in a position to use the premises for licensable activities as the lease with Amari 1 had been forfeited.

Emms Gilmore Liberson further confirmed that a winding up petition had been issued against the Licence Holder.

Under Licensing legislation where a company is dissolved or becomes insolvent then it risks the licence lapsing unless it is transferred.

It was under this basis that the Licensing Authority transferred the licence into the name of Mao Wah Limited."

I attach a copy of that letter dated 18th July 2019.

I was instructed by the Company on Tuesday to advise in relation to this transfer, following which I made contact with the purported recipient, Rainer Hughes, a firm of solicitors who were acting for the Company in relation to the property dispute at the premises which gave rise to the forfeiture and winding up proceedings. Before so doing, I observed on the left hand side of the page, about three quarters of the way up, the following:

BY EMAIL ONLY:

naju.chowhury@rainerhughes.com

sanjay.panesar@rainerhughes.com

Upon reading this letter myself, I noted that within the first of those email addresses, the surname was not a spelling I was familiar with, in a name that I have encountered with some frequency on a professional basis (and more generally). Upon cross-checking the name with the Law Society register of solicitors, it appeared that the spelling was incorrect. It also appeared from this search that Naju Chowdhury was no longer at Rainer Hughes, although that point is not material to anything being advanced within this email.

This letter states: *"You will be aware the premises licence will lapse on the winding up of the Company"*. This does not paint the full picture; section 50(3) of the Licensing Act 2003 provides for a period of 28 days from the winding up of a company to transfer the licence. This assertion would most likely be misleading to anyone who was not familiar with the Licensing Act 2003.

The letter further states "*As our client is in actual occupation...*". I understand that this was not the case on 18th July, or at any subsequent point.

For the avoidance of doubt, I confirm that no such letter was received by the Company at 89 Holloway Head, Birmingham, B1 1QP, which is its registered address, as well as the nominated address of the premises licence itself.

Following this, I contacted Sanjay Panesar, Senior Partner at Rainer Hughes directly, who has confirmed to me the following:

- Himself and Naju Chowdhury had conduct of the matter within Rainer Hughes;
- The Company opposed the forfeiture proceedings at all times and has subsequently obtained relief against that forfeiture from the Court;
- Rainer Hughes were never instructed by the Company in relation to the premises licence;
- Rainer Hughes do not accept instructions in relation to the Licensing Act 2003 as this is an area of practice with which they are unfamiliar; **and crucially**
- Upon an extensive electronic check of their electronic systems, no such email has been received by Rainer Hughes from Emms Gilmore Liberson ('EGL').

In respect of the foregoing points, I expect to be able to forward written confirmation of the same from Mr Panesar before the end of this week.

There are a number of other issues around whether Mah Wah Limited would have satisfied the requirements of section 44(6)(b) had BCC been aware of them, but I do not see those as necessary to raise at this stage, as it appears to me, that based on the foregoing, EGL, acting on Mah Wah Limited's behalf have manifestly failed to meet the requirement as provided for in section 44(6)(a) in that:

- i) They have failed to establish whether Rainer Hughes were instructed in relation to the premises licence. There is no reference to any such legal work forming part of their practice on their website. They were not so instructed. Unlike EGL, they do not have the requisite experience or expertise to undertake such work, in what is a fairly esoteric area of law. It was wholly inappropriate of EGL to send such a letter (and to subsequently seek to rely upon it) without establishing the nature and extent of Rainer Hughes' instructions. If they were not so instructed, and clarification was not sought upon that, then this is not 'reasonable' conduct.
- ii) They failed to write to the licence holder directly at the premises themselves. The premises licence address is publicly available on BCC's website and clearly well known to Mah Wah Limited. This would have more readily satisfied the requirement contained within section 44(6)(a) and been a more reasonable step for them to take.
- iii) The five day time limit provided for in the letter is wholly unreasonable and as such any silence that follows it cannot constitute acceptance or tacit consent. (Re: Selectmove Ltd [1993] EWCA Civ 8).
- iv) The material information contained within the letter relating to the lapse of the licence is inchoate and could therefore have misled its recipient into consenting to the transfer on an erroneous basis; this cannot be a reasonable basis to attempt to obtain such consent.
- v) In any event, the email was not received by its intended recipient, and therefore was not served by Mah Wah Limited, via its solicitors. For this reason alone the application to transfer via section 44(6) was utterly flawed and misconceived.

In light of the above, I would suggest it would be absurd to assert that Mah Wah Limited had taken all reasonable steps to obtain the consent of the Company to this transfer of the licence. To allow such conduct to meet the test contained within section 44(6) could swiftly precipitate a descent into chaos within the licensing regime and allow vexatious behaviour to profit. This would be greatly against the public interest and contrary to each licensing authority's statutory duty to uphold the

licensing objectives. This conduct is brought into even sharper relief by virtue of the fact that a premises licence has been held to constitute property under Article 1; Protocol 1 of the ECHR (Tre Traktorer v Sweden [1991] EHRR 309).

In light of the above information, I would invite BCC to therefore reconsider whether they remain satisfied that Mah Wah Limited has taken all reasonable steps to obtain the consent of the Company, and if it is not so satisfied, for them to reverse the transfer of the premises licence that was effective from 12th August 2019 forthwith.

Your faithfully

Duncan Craig
Barrister

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DATED 23 February 2012

CHI LAM WEALTH MANAGEMENT LIMITED (1)

And



SUNSET BIRMINGHAM LIMITED (2)

And



STEFANOS NEOPHYTOU (3)

LEASE

relating to
89 Holloway Head
Birmingham
B1 1QP

*We hereby certify that this
is a true copy of the original*

PEARSON ROWE SOLICITORS

Michael Elliott, Solicitor
Pearson Rowe Solicitors
55 St. Paul's Square
Birmingham B3 1QS

T.A. Khoo Solicitors
Suite A, 8th Floor
Albany House
Birmingham
B5 4BD

Tel: 0121 666 7088
Fax: 0121 666 6880
Our Ref: ChilLam.2011-115.KK.MNZ

2

PRESCRIBED CLAUSES

LR1. Date of lease 23 February 2012

~~2012~~

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WM16053

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

Chi Lam Wealth Management Limited (CRN 06709720) whose registered office is at Winston Churchill House Ethel Street Birmingham B2 4BG

Tenant Sunset Birmingham Limited (CRN 07779292) whose registered office is at 89 Holloway Head Birmingham B1 1QP

Other parties

Guarantor Stefanos Neophytou of 2 Hodnell Close Castel Bromwich Birmingham West Midlands B36 9SF

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.
See the definition of "Property" in *clause 1.1* of this lease.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

✶

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

None.

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

The easements as specified in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction against title number WM

~~12~~

(Form M) No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the proprietor for the time being of the estate registered under Title Number WM16053 or his Conveyancer that the provisions of Clauses 18-22 hereof have been complied with.

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

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THIS LEASE is dated 23 day of February

2012
2011

PARTIES

- (1) **Chi Lam Wealth Management Limited** (CRN 06709720) whose registered address is at Winston Churchill House Ethel Street Birmingham B2 4BG (Landlord)
- (2) **Sunset Birmingham Limited** (CRN 07779292) whose registered office is at 89 Holloway Head Birmingham B1 1QP (Tenant)
- (3) **Stefanos Neophytou** of 2 Hodnell Close Castle Bromwich Birmingham West Midlands B36 9SF (Guarantor)

AGREED TERM

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Annual Rent: rent at an initial rate of £45,000.00 + VAT per annum and then as revised pursuant to this lease and any interim rent determined under the 1954 Act.

Contractual Term: a term of Twenty One years (21) from the date hereof

CDM Regulations: the Construction (Design and Management) Regulations 2007.

Default Interest Rate: four percentage points above the Interest Rate.

Insurance Rent: the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:

- (a) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses,

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- (b) loss of Annual Rent of the Property for three years, and
- (c) any insurance premium tax payable on the above.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: interest at the base lending rate from time to time of Lloyds TSB Bank PLC, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

Permitted Use: Club & Bar or any other use as defined within Class A4 of the Town and Country Planning (Use Classes) (Amendment) (England) Order 2005 as at the date this lease is granted

Property: 89 Holloway Head Birmingham B1 1QP shown edged red on the attached plan.

Rent Commencement Date: 23 May 2012
2011

Rent Payment Dates: Quarterly in advance on the usual English Quarter Days.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Review Date: upward only on the third anniversary of the date of this Lease.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Tenant's Works: The works listed in Schedule 1, to be carried out by the Tenant in accordance with clause 27.4 of this Lease.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the entries numbers 1 and 2 in the charges register of title number WM16053.

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

1954 Act: Landlord and Tenant Act 1954.

- 1.2 A reference to this lease, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns. A reference to a guarantor

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includes a reference to the guarantor and to any other guarantors of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.7 A reference to the **term** is to the Contractual Term and statutory continuation of this lease.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 40.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 40.5.
- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.12 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

- 1.14 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.15 A **person** includes a corporate or unincorporated body.
- 1.16 References to **writing** or **written** do not include email.
- 1.17 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.18 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2. GRANT

- 2.1 At the request of the Guarantor~~s~~ the Landlord with full title guarantee lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it (if any);
 - (b) the Insurance Rent; and
 - (c) all interest payable under this lease; and
 - (d) all other sums due under this lease.

3. ANCILLARY RIGHTS

Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. **RIGHTS EXCEPTED AND RESERVED**

4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**):

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the period of 80 years from the commencement of the term (and that period is the perpetuity period for the purposes of section 1 of the Perpetuities and Accumulations Act 1964);
- (c) at any time during the term, the full and free right to develop any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (d) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
- (e) the right to build into any boundary wall of the Property in connection with any of the Reservations; and
- (f) the right to re-route any Service Media at or serving the Property;

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use.

4.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not

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during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

- 4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. THIRD PARTY RIGHTS

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. THE ANNUAL RENT

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by quarterly instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

- 6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period from the Rent Commencement Date until the day before the next Rent Payment Date.

7. REVIEW OF THE ANNUAL RENT

- 7.1 In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to clause 7.7.

- 7.2 The amount of Annual Rent shall be reviewed on each Review Date to equal:



- (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;
 - (b) the open market rent agreed or determined pursuant to this clause.
- 7.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
- 7.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:
 - (a) in the open market;
 - (b) at the relevant Review Date;
 - (c) on the assumptions listed in clause 7.5; and
 - (d) disregarding the matters listed in clause 7.6.
- 7.5 The assumptions are:
 - (a) the Property is available to let in the open market:
 - (i) by a willing lessor to a willing lessee;
 - (ii) as a whole;
 - (iii) with vacant possession;
 - (iv) without a fine or a premium;
 - (v) for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date; and
 - (vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent;
 - (b) the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property;
 - (c) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;
 - (d) the Landlord and the Tenant have fully complied with their obligations in this lease;

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- (e) if the Property, or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;
- (f) no work has been carried out on the Property that has diminished its rental value;
- (g) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and
- (h) the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential election to waive exemption from VAT in relation to the Property.

7.6 The matters to be disregarded are:

- (a) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;
- (b) any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
- (c) any effect on rent attributable to any physical improvement to the Property carried out after the date of this lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);
- (d) any effect on rent of any obligation on the Tenant to fit out the Property or to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
- (e) any statutory restriction on rents or the right to recover them.
- (f) any effect on ~~asset~~ rent attributable to the ^{asset} rating in any Energy performance Certificate in respect of the Property

7.7 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date.

7.8 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any

issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

- 7.9 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
- 7.10 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.8 shall then apply in relation to the appointment of a replacement.
- 7.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.
- 7.12 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:
- (a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
 - (b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had

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been agreed or determined on or before that Review Date and the date payment is received by the Landlord.

- 7.13 Time shall not be of the essence for the purposes of this clause.
- 7.14 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.
- 7.15 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

8. INSURANCE

- 8.1 Subject to clause 8.2, the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant, but shall act reasonably in all circumstances with regards to the costs of such insurance.
- 8.2 The Landlord's obligation to insure is subject to:
- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
 - (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.
- 8.3 The Tenant shall pay to the Landlord on demand:
- (a) the Insurance Rent;
 - (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
 - (c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes.

If the Landlord insures the Property together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Property and the other land.

- 8.4 The Tenant shall;



- (a) give the Landlord notice immediately any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
- (b) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property;
- (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (e) not effect any insurance of the Property (except any plate glass) at the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.

8.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
- (c) repair or rebuild the Property after a notice has been served pursuant to clause 8.7 or clause 8.8.

8.6 If the Property or the means of access to or egress from it is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the policy of insurance of the Property has been vitiated in whole or in

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part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property or the means of access to it or egress from it has been reinstated and made fit for occupation and use, or until the end of three years from the date of damage or destruction, if sooner.

8.7 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

8.8 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

9. RATES AND TAXES

9.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

9.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

9.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.

- 9.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

10. UTILITIES

- 10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 10.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 10.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

11. COMMON ITEMS

- 11.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.
- 11.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

12. VAT

- 12.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 12.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

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13. DEFAULT INTEREST AND INTEREST

- 13.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.
- 13.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

14. COSTS

- 14.1 The Tenant shall pay the reasonable costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses properly and reasonably incurred (both during and after the end of the term) in connection with or purposely incidental to:
- (a) the enforcement of the tenant covenants of this lease;
 - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - (d) the preparation and service of a schedule of dilapidations in connection with this lease if after the expiration of the term only in respect of wants of repair occurring during the term and where served within one months after the expiration of the term; and
 - (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).
- 14.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

15. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the Landlord and Tenant Act 1927 or the 1954 Act is excluded, except to the extent that the legislation prevents that right being excluded.

16. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

17. REGISTRATION OF THIS LEASE

Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

18. ASSIGNMENTS

18.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

18.2 The Tenant shall not assign part only of this lease.

18.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to a condition that the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) enters into an authorised guarantee agreement which:

- (a) is in respect of all the tenant covenants of this lease;
- (b) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
- (c) imposes principal debtor liability on the assignor (and any former tenant);
- (d) requires (in the event of a disclaimer of liability under this lease) the assignor (or former tenant as the case may be) to enter into a new

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tenancy for a term equal to the unexpired residue of the Contractual Term; and

(e) is otherwise in a form reasonably required by the Landlord.

18.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any Annual Rent or other money due under this lease is outstanding.

18.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

19. UNDERLETTINGS

19.1 The Tenant shall not underlet the whole or part of the Property except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld.

19.2 The Tenant shall not underlet the Property:

- (a) together with any property or any right over property that is not included within this lease;
- (b) at a fine or premium or reverse premium; nor
- (c) allowing any rent free period to the undertenant that exceeds the period as is then usual in the open market in respect of such a letting.

19.3 The Tenant shall not underlet the Property unless, before the underlease is granted, the Tenant has given the Landlord:

- (a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the 1954 Act, applying to the tenancy to be created by the underlease; and
- (b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

19.4 Any underletting by the Tenant shall be by deed and shall include:

- (a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the 1954 Act are excluded from applying to the tenancy created by the underlease;
- (b) the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet and

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which is payable at the same times as the Annual Rent under this lease (but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 19.2(c));

- (c) provisions for the review of rent at the same dates and on the same basis as the review of rent in this lease, unless the term of the underlease does not extend beyond the next Review Date;
- (d) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease; and
- (e) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease,

and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld.

19.5 In relation to any underlease granted by the Tenant, the Tenant shall:

- (a) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld;
- (b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and
- (c) ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord, such approval not to be unreasonably withheld or delayed.

20. SHARING OCCUPATION

The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the 1954 Act) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

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21. CHARGING

- 21.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 21.2 The Tenant shall not charge part only of this lease.

22. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

23. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

23.1 In this clause a Transaction is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

23.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

23.3 No later than one month after a Transaction the Tenant shall:

- (a) give the Landlord's solicitors notice of the Transaction;
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and



(c) pay the Landlord's solicitors a registration fee of £50.00 (plus VAT).

- 23.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

24. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

If applicable within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

25. REPAIRS

- 25.1 The Tenant shall keep the Landlords fixtures and fittings in good repair and condition and shall replace from time to time all Landlords fixtures and fittings in the Premises which may be or become beyond repair at any time during or at the expiration of the Term
- 25.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them.

26. DECORATION

- 26.1 The Tenant shall decorate the outside and the inside of the Property every three years and also in the last three months before the end of the term unless such decoration has been completed within the previous 12 months.
- 26.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 26.3 All decoration carried out in the last three months of the term shall also be carried out to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

- 26.4 The Tenant shall replace the floor coverings at the Property within the three months before the end of the term with new ones of good quality and appropriate to the Property and the Permitted Use.

27. ALTERATIONS

- 27.1 Except in accordance with Clause 28 the Tenant shall not make any external or structural alteration or additions to the Property and shall not make any opening in any boundary structure of the Property.
- 27.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 27.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 27.4 Notwithstanding the provisions of this clause 27, the Tenant shall carry out the Tenant's works during the first six months of this Lease with all due reasonable care and skill and the Landlords hereby consents to the Tenant carrying out the Tenant's Works.

28. SIGNS

- 28.1 In this clause Signs include signs, fascia, placards, boards, posters and advertisements.
- 28.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside such consent not to be unreasonably withheld or delayed except that the Tenant may attach Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use, without the consent of the Landlord, such consent not to be unreasonably withheld.
- 28.3 At the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.
- 28.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

29. RETURNING THE PROPERTY TO THE LANDLORD

- 29.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 29.2 If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 29.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 29.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.
- 29.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

30. USE

- 30.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 30.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.
- 30.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.



31. COMPLIANCE WITH LAWS

31.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use of all Service Media and machinery and equipment at or serving the Property;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

31.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

31.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:

- (a) send a copy of the relevant document to the Landlord; and
- (b) in so far as it relates to the Property take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

31.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld.

31.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.

31.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

31.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

- 31.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection and to produce such certification to the Landlord upon each and every anniversary of the term.

32. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 32.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 32.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately give notice to the Landlord; and
 - (b) take all reasonable steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 32.3 The Tenant shall not obstruct the flow of light or air to the Property or obstruct any means of access to the Property.
- 32.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 32.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately notify the Landlord; and
 - (b) take all reasonable steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

33. REMEDY BREACHES

- 33.1 The Landlord may enter on reasonable prior written notice unless in case of emergency the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

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- 33.2 If the Tenant has not begun any works needed to remedy that breach within a reasonable period following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 33.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on written 14 days of demand.
- 33.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 37.

34. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

35. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that the Tenant shall have quiet enjoyment of the Property without any lawful interruption by the Landlord or any person claiming under the Landlord or by title paramount.

36. GUARANTEE AND INDEMNITY

- 36.1 If any of the events mentioned in clause 37.1(c) occurs in relation to a Guarantor that is a corporation, or if any of the events mentioned in clause 37.1(d) occurs in relation to one or more individuals who is a guarantor or if one or more of those individuals dies or becomes incapable of managing its affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by the former guarantor.
- 36.2 clause 36.1 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.

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- 36.3 For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

37. CONDITION FOR RE-ENTRY

- 37.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition, or tenant covenant, in this lease;
- (c) where the Tenant or any guarantor is a corporation:
 - (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or
 - (ii) the making of an application for an administration order or the making of an administration order in relation to the Tenant or guarantor; or
 - (iii) the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the tenant or the guarantor; or
 - (iv) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or guarantor; or
 - (v) the commencement of a voluntary winding-up in respect of the Tenant or guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
 - (vi) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or guarantor; or
 - (vii) the striking-off of the Tenant or guarantor from the Register of Companies or the making of an application for the Tenant or the guarantor to be struck-off; or
 - (viii) the Tenant or guarantor otherwise ceasing to exist,
- (d) where the Tenant or any guarantor is an individual;

- (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or
- (ii) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or guarantor.

37.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

38. LIABILITY

38.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

38.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

38.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

39. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

39.1 This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement between the parties relating to the transaction.

39.2 Each party acknowledges that in entering into this lease neither has relied on, and nor shall have any remedy in respect of, any statement or representation whether made innocently or negligently.

39.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

39.4 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

40. NOTICES, CONSENTS AND APPROVALS

40.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.

40.2 A written notice shall be delivered by hand or sent by pre-paid first class post or registered post. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.

40.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

40.4 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

40.5 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

40.6 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

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41. GOVERNING LAW AND JURISDICTION

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

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

42. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under or in connection with this lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

43. LANDLORD AND TENANT (COVENANTS) ACT 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

SCHEDULE 1

AUTHORISED GUARANTEE AGREEMENT

1. GUARANTEE AND INDEMNITY

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

- (a) pay the rents reserved by this lease and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
- (b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the **Authorised Guarantee Agreement**) and that if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant:

- (a) to pay any of the rents reserved by this lease or any failure to observe or perform any of the tenant covenants of this lease; and
- (b) to observe or perform any of the obligations the Tenant enters into in the Authorised Guarantee Agreement.

2. GUARANTOR'S LIABILITY

2.1 The liability of the Guarantor under paragraphs 1.1(a) and 1.2(a) shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.

2.2 The liability of the Guarantor shall not be affected by:

- (a) any time or indulgence granted by the Landlord to the Tenant; or
- (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or in making any demand in respect of any of them; or
- (c) any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of

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such rent or payment may prejudice its ability to re-enter the Property; or

- (d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or
- (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this lease or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of any such security; or
- (f) a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them; or
- (g) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or
- (h) the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or
- (i) without prejudice to paragraph 4, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease; or
- (j) the surrender of part of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender, or

by any other act or omission except an express written release by deed of the Guarantor by the Landlord.

2.3 The liability of each of the persons making up the Guarantor is joint and several.

2.4 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.

3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS

3.1 The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be

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entered into by the Tenant in connection with this lease (or the Authorised Guarantee Agreement).

3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) whether or not:

- (a) the variation is material or prejudicial to the Guarantor; or
- (b) the variation is made in any document; or
- (c) the Guarantor has consented, in writing or otherwise, to the variation.

3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.

4. GUARANTOR TO TAKE A NEW LEASE OR MAKE PAYMENT

4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor shall enter into a new lease of the Property on the terms set out in paragraph 4.2.

4.2 The rights and obligations under the new lease shall take effect from the date of the forfeiture or disclaimer and the new lease shall:

- (a) be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
- (b) be for a term that expires at the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;
- (c) reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5) and which is subject to review on the same terms and dates provided by this lease; and
- (d) ~~be excluded from sections 24 to 28 of the LTA 1954; and~~ *TA*

- (e) otherwise be on the same terms as this lease (as varied if there has been any variation).

- 4.3 The Guarantor shall pay the reasonable Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.
- 4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights which the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.
- 4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to six months Annual Rent and the Guarantor shall pay that amount on demand.

5. RENT AT THE DATE OF FORFEITURE OR DISCLAIMER

If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be the greater of:

- (a) the Annual Rent previously payable (or which would have been payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) under the lease prior to forfeiture or disclaimer; and
- (b) the open market rent of the Property at the relevant Review Date, as determined by the Landlord before the grant of the new lease.

6. PAYMENTS IN GROSS AND RESTRICTIONS ON THE GUARANTOR

- 6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.
- 6.2 The Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall

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hold that money on trust for the Landlord to the extent of its liability to the Landlord.

- 6.3 The Guarantor shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

7. **OTHER SECURITIES**

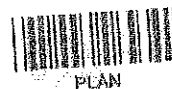
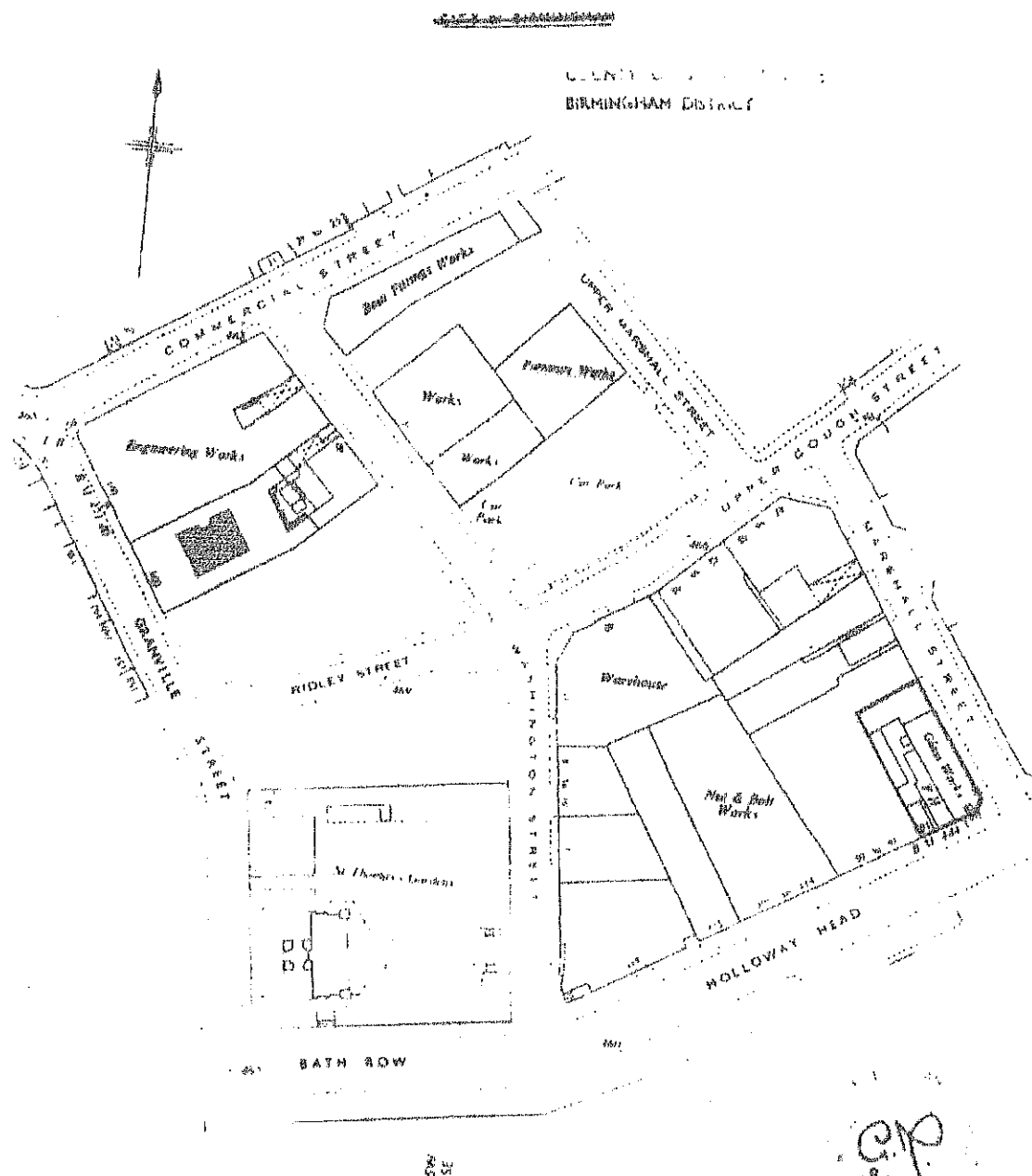
- 7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.
- 7.2 This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this lease and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.
- 7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this lease or to observe and perform the tenant covenants of this lease.

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SCHEDULE 2
TENANT'S WORKS

~~[To be confirmed]~~

H.M. LAND REGISTRY		TITLE NUMBER	
		WM16053	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	WARWICKSHIRE		SP 0686
			SECTION
			S
Scale: 1/1250			© Crown copyright 1969.

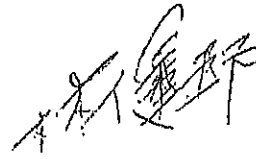


This official copy is incomplete without the preceding notes page.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by
**CHI LAM WEALTH MANAGEMENT
LIMITED**

acting by ~~two directors or one director~~
and a secretary:




Kiu Bang Lam,

Director,

Director/Secretary

In the presence of I

 Mary NISA-ZAMAN
Solicitor

T.A. KHOO SOLICITORS
Suite A, 8th Floor Albany House
Hurst Street, Birmingham B5 4BD
Tel: 0121-666 7088 / 056-01567883
Fax: 0121-666 8880

Executed as a Deed by
SUNSET BIRMINGHAM LIMITED
acting by _____ a director

in the presence of:-

Witness signature:

Print name:

Address:

Occupation:

Signed as a Deed by the said
STEFANOS NEOPHYTOU
in the presence of:-

Witness signature:

Print name:

Address:

Occupation:

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Companies House

PSC01_(ef)

**Notice of Individual Person
with Significant Control**

Company Name: **AMARI 1 LTD**

Company Number: **07779292**



XA9O8B23

Received for filing in Electronic Format on the: **28/07/2021**

Notification Details

Date that person became **01/07/2021**
registrable:

Name: **MR LE HOAI NAM**

Service address recorded as Company's registered office

Country/State Usually **ENGLAND**
Resident:

Date of Birth: ****/08/1988**

Nationality: **VIETNAMESE**

Nature of control

The person holds, directly or indirectly, 75% or more of the shares in the company.

The person holds, directly or indirectly, 75% or more of the voting rights in the company.

Register entry date

Register entry date **01/07/2021**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor



Appointment of Director

Company Name: **AMARI 1 LTD**

Company Number: **07779292**



XA908B60

Received for filing in Electronic Format on the: **28/07/2021**

New Appointment Details

Date of Appointment: **28/07/2021**

Name: **MR LE HOAI NAM**

The company confirms that the person named has consented to act as a director.

Service address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/08/1988**

Nationality: **VIETNAMESE**

Occupation: **DIRECTOR**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor



FILE COPY

CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

Company Number **7779292**

The Registrar of Companies for England and Wales hereby certifies that under the Companies Act 2006:

SUNSET BIRMINGHAM LTD.

a company incorporated as private limited by shares, having its registered office situated in England and Wales, has changed its name to:

AMARI 1 LTD

Given at Companies House on **25th November 2016**



* N07779292U *

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

NM01 (ef)

Notice of Change of Name by Resolution

Company Number: **07779292**

Company Name: **SUNSET BIRMINGHAM LTD.**

Received for filing in Electronic Format on the: **24/11/2016**

Notice is hereby given that the company has changed its name as set out in the attached resolution

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager

S8

COMPANIES ACT 2006
SPECIAL RESOLUTION ON CHANGE OF NAME

Company number: 07779292

Existing company name:
SUNSET BIRMINGHAM LTD.

The following special resolution to change the name of the company was agreed and passed by the members.

On the 24th November 2016

That the name of the company be changed to:
AMARI 1 LTD

Public Register: Licence Report

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1. Licence

Summary of the licence certificate.

Application Reference	112317
Licence Holder Name	Mao Wah Limited
Registered Company Number	04671374
Licence Number	1952
Time Limited Start Date	N/A
Time Limited End Date	N/A
Issue Number	10
Issue Date	27/08/2019
Grant Date	04/07/2012
Granted By	SHAID YASSER
Status	Current
Representation Start Date	12/08/2019
Representation End Date	26/08/2019

2. Current Designated Premises Supervisor

A ~~DPS~~ is required wherever there is a licenced activity for the sale of alcohol for consumption on or off the premises.

Status	Assigned
Name	Mr Parmjit Singh
Licence Number	5542
Issuing Authority	Birmingham
Start Date	18/09/2018

3. Premises Details

Details of the premises, the licensed activities and hours of operation.

Premises Name	HNDRX
Premises Type	LAP DANCING / NUDITY VENUE
Premises Address	89 Holloway Head, Birmingham, B1 1QP
Ward Name	LADYWOOD

3.1 Licensable Activities

A list of activities for which this premises is licensed.

Code	Description
E	Live music
F	Recorded music
G	Performances of dance
L	Late night refreshment
M3	Sale of alcohol by retail (both on & off the premises)
N	Details of adult entertainment or services, activities, other entertainment or matters ancillary to the use of the premises that may give rise to concern in respect of children

3.2 Activity Times

The times of day during which the activities listed in 3.1 are permitted. Where the start time is later than the end time, the period of activity spans mid-night. Where the start time is equal to the end time, the period licensed is 24 hours.

Days	Start Time	End Time	Licensed Activity Codes
Monday - Thursday	10:00	03:00	E
	10:00	07:00	E, G, M3
	23:00	05:00	L
Friday - Saturday	10:00	07:00	E, G, M3
	10:30	07:00	E
	23:00	05:00	L
Sunday	12:00	02:00	E
	12:00	07:00	E, G, M3
	23:00	05:00	L
New Year's Eve - From the end of permitted hours on New Year's Eve to the commencement of hours on the following day			ALL

3.3 Operating Hours

The hours of operation of the premises during the day. Where the start time is later than the end time, the period of operation spans mid-night. Where the start time is equal to the end time, the period of allowed operation is 24 hours.

Days	Start Time	End Time
Monday - Saturday	10:00	07:30
Sunday	12:00	07:30
New Year's Eve - From the end of permitted hours on New Year's Eve to the commencement of hours on the following day.		

4. Conditions

4.1 Mandatory Conditions

Mandatory conditions attached to the licence.

Objective	Condition

Objective	Condition
N/A	No supply of alcohol may be made under the premises licence (a) at a time when there is no designated premises supervisor in respect of the premises licence, or (b) at a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.
N/A	Every retail sale or supply of alcohol made under this licence must be made or authorised by a person who holds a personal licence.
N/A	The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises. In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises— (a) games or other activities which require or encourage, or are designed to require or encourage, individuals to— (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or (ii) drink as much alcohol as possible (whether within a time limit or otherwise); (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective; (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective; (d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner; (e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).
N/A	The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.
N/A	The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol. The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy. The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either— (a) a holographic mark, or (b) an ultraviolet feature.
N/A	The responsible person must ensure that— (a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures— (i) beer or cider: $\frac{1}{2}$ pint; (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and (iii) still wine in a glass: 125 ml; (b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and (c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available.

Objective	Condition
N/A	(1) A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price. (2) In this condition:- (a) "permitted price" is the price found by applying the formula $P = D + (D \times V)$, where- (i) P is the permitted price, (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol; (b) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979; (c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence" (i) the holder of the premises licence, (ii) the designated premises supervisor (if any) in respect of such a licence, or (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence; (d) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and (e) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994. (3) Where the permitted price would not be a whole number of pennies, the permitted price shall be taken to be the price rounded up to the nearest penny. (4) Where the permitted price on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax, the permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.
N/A	Each individual assigned to carrying out a security activity must be licensed by the Security Industry Agency.

4.2 Operating Conditions

Operating conditions attached to the licence and classified by objective:

General

General conditions consistent with the operating schedule.

Crime

Conditions consistent with, and to promote the prevention of crime and disorder.

Safety

Conditions consistent with, and to promote public safety.

Nuisance

Conditions consistent with, and to promote the prevention of public nuisance.

Child

Conditions consistent with, and to promote the protection of children from harm.

Objective	Condition
GENERAL	The provision of regulated entertainment and late night refreshment to take place indoors only.
GENERAL	The premises will operate in accordance with all relevant legislation.
CRIME	The premises will operate in accordance with all relevant legislation which promotes the crime and disorder objective.
CRIME	The premises will liaise and co-operate with the responsible authorities.
CRIME	A zero tolerance towards illegal drugs will operate at all times.
CRIME	Staff will be trained to observe the measures necessary to promote the Crime and Disorder objective.
CRIME	C.C.T.V. will be fitted to the specifications and locations as specified by West Midlands Police (Licensing Department at Steelhouse Lane).
CRIME	All images, however recorded, will be stored for a period of 28 days if the system used is a tape system, then all tapes will be replaced every 6 months (which must be documented in the incident book).
CRIME	C.C.T.V. will be recorded at all times that the premises are open for any licensable activities.
CRIME	All images held will be made available immediately to any responsible authority on request.
CRIME	Door staff will be employed at appropriate times during the hours when licensable activities are provided at a ratio of 1:100 plus one reserve.

Objective	Condition
CRIME	The DPS shall ensure that any door staff employed at the premises wear and clearly display their SIA registration badge at all times whilst on duty. A record shall be maintained containing the names, addresses, dates of birth and registration numbers of door supervisors. The record shall be made available for inspection upon request by the Police and/or officers of the responsible authorities.
SAFETY	The premises will operate in accordance with all relevant legislation which promotes the Public Safety objective.
SAFETY	Staff will be trained to observe the measures necessary to promote the Public Safety objective.
SAFETY	The existing fire safety precautions will be retained and maintained.
NUISANCE	The premises will operate in accordance with all relevant legislation which promotes the Public Nuisance objectives .
NUISANCE	Staff will be trained to observe the measures necessary to promote the Prevention of Public Nuisance objective.
NUISANCE	The premises will be adequately ventilated to prevent nuisance.
NUISANCE	Arrangements will be made for the storage and disposal of refuse which do not cause a nuisance.
NUISANCE	Any noise from the licensable activities provided will be monitored in order to prevent nuisance.
CHILD	The premises will operate in accordance with all relevant legislation which promotes the protection of children objective.
CHILD	A proof of age policy will operate in relation to relevant licensable activities.
CHILD	Staff will be trained to observe the measures necessary to promote the Protection of Children objective.
CHILD	Non-alcoholic drinks will be available.
CHILD	The premises shall adopt the Challenge 25 Scheme and appropriate signage will be placed at the entrance to the premises and adjacent to any bar servery. The premises will operate a policy whereby any person attempting to buy alcohol will be asked for photographic ID to prove their age. The only ID that will be accepted is a passport, driving licence with a photograph or an accredited proof of age card bearing the PASS mark hologram.

4.3 Committee Conditions

Conditions attached to the licence after a hearing by the licensing authority and classified by objective:

General

General conditions consistent with the operating schedule.

Crime

Conditions consistent with, and to promote the prevention of crime and disorder.

Safety

Conditions consistent with, and to promote public safety.

Nuisance

Conditions consistent with, and to promote the prevention of public nuisance.

Child

Conditions consistent with, and to promote the protection of children from harm.

Objective	Condition
GENERAL	N/A
CRIME	N/A
SAFETY	N/A
NUISANCE	N/A
CHILD	N/A

5. Licence History

The history of variation and transfer applications since the initial application for grant or conversion.

Reference	Applicant Name	Application Type	Application Date	Status	Representation Dates	Variation Reason
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Reference	Applicant Name	Application Type	Application Date	Status	Representation Dates	Variation Reason
100239	Amari 1 Limited	Transfer	05/01/2017	Transferred	03/01/2017 To 17/01/2017	
90292	Sunset Birmingham Ltd	Transfer	06/03/2015	Transferred	03/03/2015 To 17/03/2015	
78078	Chi Lam Wealth Management Limited		16/05/2012	Transferred		<ul style="list-style-type: none"> ■ Premises Plan Changed
75343	Chi Lam Wealth Management Limited	Variation	18/10/2011	Varied		<ul style="list-style-type: none"> ■ Licence Conditions Changed ■ Premises Plan Changed
65972	Chi Lam Wealth Management Limited	Transfer	26/02/2010	Varied	26/02/2010 To 12/03/2010	
63788	Admiral Taverns (58) Limited	Transfer	16/10/2009	Transferred	16/10/2009 To 30/10/2009	
49152	Admiral Taverns (Nevada) Limited	Variation	14/08/2007	Transferred	14/08/2007 To 11/09/2007	<ul style="list-style-type: none"> ■ Activities Changed ■ Licence Conditions Changed
47216	Admiral Taverns (Nevada) Limited	Transfer	24/05/2007	Varied	17/05/2007 To 31/05/2007	
30587	Punch Taverns Limited	Conversion-Variation	25/07/2005	Transferred		

6. Designated Premises Supervisor History

A list of all Designated Premises Supervisors that have been responsible for sale of alcohol from the premises.

Start Date	Finish Date	Name	Licence	Issuing Authority
30/06/2017	30/06/2017	Mr Peng Kho	013485	Sandwell
30/06/2017	14/12/2017	Miss Elaine Robertson	2466	Birmingham
30/06/2017	30/06/2017	Mr Peng Kho	013485	Sandwell
30/06/2017	14/12/2017	Miss Elaine Robertson	2466	Birmingham
02/05/2017	30/06/2017	Miss Elaine Robertson	2466	Birmingham
02/05/2017	30/06/2017	Miss Elaine Robertson	2466	Birmingham
23/02/2017	02/05/2017	Mr Manpreet Samra	013889	Solihull
23/02/2017	02/05/2017	Mr Manpreet Samra	013889	Solihull
01/07/2015	23/02/2017	Miss Elaine Robertson	2466	Birmingham
01/07/2015	23/02/2017	Miss Elaine Robertson	2466	Birmingham
18/06/2012	01/07/2015	Ms Angelina O'Donnell	SOL/PE/824/2007	Solihull
18/06/2012	01/07/2015	Ms Angelina O'Donnell	SOL/PE/824/2007	Solihull
18/06/2012	01/07/2015	Ms Angelina O'Donnell	SOL/PE/824/2007	Solihull

Start Date	Finish Date	Name	Licence	Issuing Authority
03/08/2011	18/06/2012	Mr Peng Kho	013485	Sandwell
03/08/2011	18/06/2012	Mr Peng Kho	013485	Sandwell
03/08/2011	18/06/2012	Mr Peng Kho	013485	Sandwell
03/08/2011	18/06/2012	Mr Peng Kho	013485	Sandwell
03/08/2011	18/06/2012	Mr Peng Kho	013485	Sandwell
09/10/2006	15/03/2011	Mr Allan Schofield	WS/PEL/0812	Walsall
09/10/2006	15/03/2011	Mr Allan Schofield	WS/PEL/0812	Walsall
09/10/2006	15/03/2011	Mr Allan Schofield	WS/PEL/0812	Walsall
09/10/2006	15/03/2011	Mr Allan Schofield	WS/PEL/0812	Walsall
09/10/2006	15/03/2011	Mr Allan Schofield	WS/PEL/0812	Walsall
09/10/2006	15/03/2011	Mr Allan Schofield	WS/PEL/0812	Walsall
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority

7. Events

Other significant events recorded for this licence.

Date	Reference	Event Name
27/08/2019	112317	Issue
27/08/2019	112317	Licence Approval
12/08/2019	112317	Application Received (Transfer)
18/09/2018	100239	Designated Premises Supervisor Nominated
30/06/2017	100239	Designated Premises Supervisor Nominated
30/06/2017	100239	Designated Premises Supervisor Nominated
02/05/2017	100239	Change Of Premises Name
02/05/2017	100239	Designated Premises Supervisor Nominated
23/02/2017	100239	Designated Premises Supervisor Nominated
23/02/2017	100239	Issue
20/02/2017	100239	Licence Approval
05/01/2017	90292	Change Of Premises Name
05/01/2017	100239	Application Received (Transfer)
21/07/2015	90292	Change Of Premises Name
01/07/2015	90292	Designated Premises Supervisor Nominated
15/04/2015	90292	Notice of change of licence holder name, address etc
15/04/2015	90292	Issue
14/04/2015	90292	Licence Approval
06/03/2015	90292	Application Received (Transfer)
04/07/2012	78078	Issue
04/07/2012	78078	Licence Approval
18/06/2012	75343	Designated Premises Supervisor Nominated
12/06/2012	78078	Licensable Activities Added/Changed
16/05/2012	78078	Licensable Activities Added/Changed
16/05/2012	78078	Application Received (Minor Variation)

Date	Reference	Event Name
05/01/2012	75343	Issue
05/01/2012	75343	Licence Approval
18/10/2011	65972	Change Of Premises Name
18/10/2011	75343	Application Received (Variation)
03/08/2011	65972	Designated Premises Supervisor Nominated
17/03/2010	65972	Issue
17/03/2010	65972	Licence Approval
26/02/2010	63788	Change Of Premises Name
26/02/2010	65972	Application Received (Transfer)
30/10/2009	63788	Issue
30/10/2009	63788	Licence Approval
30/10/2009	63788	Licensable Activities Added/Changed
30/10/2009	63788	Licensable Activities Added/Changed
30/10/2009	63788	Licensable Activities Added/Changed
30/10/2009	63788	Licensable Activities Added/Changed
30/10/2009	63788	Licensable Activities Added/Changed
30/10/2009	63788	Licensable Activities Added/Changed
30/10/2009	63788	Licensable Activities Added/Changed
16/10/2009	63788	Application Received (Transfer)
13/12/2007	49152	Licensable Activities Added/Changed
13/12/2007	49152	Licensable Activities Added/Changed
13/12/2007	49152	Licensable Activities Added/Changed
13/12/2007	49152	Licensable Activities Added/Changed
13/12/2007	49152	Licensable Activities Added/Changed
13/12/2007	49152	Licensable Activities Added/Changed
13/12/2007	49152	Licensable Activities Added/Changed
29/11/2007	49152	Issue
13/09/2007	49152	Licence Approval
11/06/2007	47216	Issue
31/05/2007	47216	Licence Approval
09/10/2006	30587	Designated Premises Supervisor Nominated
13/01/2006	30587	Issue
13/01/2006	30587	Licence Approval
25/07/2005	30587	Application Received (Conversion-Variation)

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Tel: 0121 303 9896
Email: licensing@birmingham.gov.uk

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1. The premises shall have a documented dispersal policy which shall be implemented for dispersal at all times the premises is open for licensable activity.
2. All external windows and doors (other than as necessary for safe and effective access and egress) shall be closed whenever licensed activity is undertaken at the premises.
3. There shall be no speakers used for amplified music, speech or sound outside the building.
4. The Premises Licence Holder shall ensure notices are displayed at all entrances and exits of the premises advising customers to have respect for the nearby residents and keep noise levels to a minimum as they depart.
5. To avoid nuisance being caused to neighbours the premises licence holder, or other nominated person/staff, shall monitor the external areas of the Premises after 00:00 hours. If necessary, they shall remind customers to be respectful of neighbours and where necessary they shall limit the number of customers going outside to use the smoking area and take appropriate steps to avoid customers who use the frontage of the premises causing a nuisance.
6. No waste/recyclable glass material, including bottles, shall be moved, removed or placed in areas outside the premises building between the hours of 22.00 and 08.00.
7. Patrons shall not remove from the premises late night refreshment provided at the premises.
8. The licence holder shall not carry on any licensable activities from the premises concurrently with Birmingham City Council premises licence number 1952.

