

BIRMINGHAM CITY COUNCIL

LICENSING SUB-COMMITTEE A

MONDAY, 24 JUNE 2024 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 Public-I microsite ([please click this link](#)) 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 they must declare all relevant pecuniary and other registerable interests arising from any business to be discussed at this meeting.

If a disclosable pecuniary interest is declared a Member must not participate in any discussion or vote on the matter and must not remain in the room unless they have been granted a dispensation.

If other registerable interests are declared a Member may speak on the matter only if members of the public are allowed to speak at the meeting but otherwise must not take part in any discussion or vote on the matter and must not remain in the room unless they have been granted a dispensation.

If it is a 'sensitive interest', Members do not have to disclose the nature of the interest, just that they have an interest.

Information on the Local Government Association's Model Councillor Code of Conduct is set out via <http://bit.ly/3WtGQnN>. This includes, at Appendix 1, an interests flowchart which provides a simple guide to declaring interests at meetings.

3 **APOLOGIES AND NOTIFICATION OF NOMINEE MEMBERS**

3 - 12

4 **MINUTES**

To confirm and sign the Minutes of the meeting held on 13 May 2024 at 1200 hours.

13 - 230

5 **LICENSING ACT 2003 PREMISES LICENCE – GRANT HAUS LOUNGE,
89 HOLLOWAY HEAD, BIRMINGHAM, B1 1QP**

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

6 **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.

BIRMINGHAM CITY COUNCIL

**LICENSING
SUB-COMMITTEE A,
MONDAY 13 MAY, 2024**

MINUTES OF A MEETING OF THE LICENSING SUB-COMMITTEE A HELD ON MONDAY, 13 MAY, 2024 AT 1200 HOURS AS AN ON-LINE MEETING.

PRESENT: - Councillor Phil Davis in the Chair;

Councillors Mary Locke and Julien Pritchard.

ALSO PRESENT

Bhapinder Nandhra – Licensing Section
Joanne Swampillai – Legal Services
Katy Poole - Committee Services

(Other officers were also present for web streaming purposes but were not actively participating in the meeting)

6/130523

NOTICE OF RECORDING/WEBCAST

The Chairman advised, and the Committee noted, that this meeting would 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.

7/130523

DECLARATION OF INTERESTS

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There were no interests declared.

APOLOGIES AND NOTIFICATION OF NOMINEE MEMBERS

8/130523 An apology was submitted on behalf of Councillor Simon Morrall. Councillor Julien Pritchard was the nominee Member.

LICENSING ACT 2003 PREMISES LICENCE – VARIATION – TOBY CARVERY (TO BE KNOWN AS BROWNS BAR AND BRASSERIE), SUTTON PARK, SUTTON COLDFIELD, B74 2YT.

9/130523 The following report of the Director of Regulation and Enforcement was submitted:-

(See document no. 1)

On Behalf of the Applicant

Andy Grimsey – Solicitor
Emma Thomas – Mitchells & Butlers
Jane McKenna – Area Manager, Mitchells & Butlers
Lauren Parkes – Mitchells & Butlers
Dave Lewis – Operations Manager, Mitchells & Butlers

Those Making Representations

Caroline Hicks – Local Resident
Councillor Pears – Local Ward Councillor

The Chairman introduced the Members and officers present and the Chair asked if there were any preliminary points for the Sub-Committee to consider.

Caroline Hicks advised that she intended to withdraw her representations, but still wanted to speak at the hearing. The Committee had no objection.

The Chair outlined the procedure to be followed at the hearing and invited the Licensing Officer to present the report. Bhapinder Nandhra, Licensing Section, outlined the report.

The Chair then invited the applicant/representative to make their submission, Andy Grimsey on behalf of the applicant made the following points: -

a) That the application had been amended to reduce the hours of operation.

- b) The original application sought later hours to give the premises a degree of flexibility. However, having considered the representations and spoke to them directly an amendment was made to reduce the hours.
- c) The operator is a premium restaurant brand.
- d) The early opening hours allowed flexibility but did not mean they would always trade to those hours.
- e) The hours were indicated in the agenda pack.
- f) The paperwork also included a statement from Emma Thomas detailing the nature of the premises and the operator Mitchells & Butlers.
- g) They had tried to address the concerns of residents.
- h) The issues raised about the special scientific interest and park were not within the operators control and were also not relevant to the licensing objectives.
- i) They had considered the wildlife and parks as part of the application such as amendments to lighting.
- j) They did not want to premises to be like a nightclub with loud music.
- k) They employed a security guard who patrolled 0800 – 0200 hours.
- l) People would not be visiting the premises for cheap alcohol as it was a premium venue.
- m) The operator was committed to looking out for anti-social behaviour.
- n) The application would be an asset to the area.
- o) The conditions offered were in relation to recorded music.

Dave Lewis, Operations Manager (Mitchells & Butlers) added the following points: -

- a) That he was solely responsible for the Browns Bar & Brasserie brand who operated 25 brasseries nationwide with the first one opening in 1972.
- b) The concept was an all day brasserie catering for all occasions: breakfast, lunch, dinner, afternoon tea.
- c) They prided themselves on using fresh seasonal based produce.
- d) The offering was premium based and included ingredients such as Lobster and Steak. They also offered hand crafted cocktails.
- e) All staff were fully trained.

- f) Customers would be 'greeted and seated'.
- g) The premises had grand pianos which were played twice a week.
- h) Music was set at background level.
- i) They had submitted a planning application for the work they wanted to carry out on the building, and they were working with the Council as there were some issues with lighting.
- j) They were conscious and sympathetic to the building location.
- k) They had reduced the lighting scheme and had found some bats that are living at the premises, therefore they needed to treat the property with the due care it deserved.

Members asked questions and the applicants representatives gave the following responses: -

Emma Thomas:

- a) That she had worked for Mitchells & Butlers for 22 years.

Andy Grimsey:

- b) The music was background level only.
- c) Music would not be played outside the premises.

Jane McKenna:

- d) All of the music was controlled by amps which were set at conversational level.
- e) First and foremost, the premises was a brasserie.
- f) The bar was seated, served and hosted.
- g) The function room was much the same in terms of music levels.

The Chair then invited Councillor Pears to make s submission, and he made the following points: -

- a) That the premises sat within the 'deer park' which was a unique environment and was of special scientific interest.
- b) The area was rare and protected and had owls, bats, badgers in the park.
- c) There was also a donkey sanctuary.
- d) The open space contained protected species.

Members asked questions and Councillor Pears advised that the thrust of the concerns were regarding the comings and goings and the times, not necessarily the management inside the venue. The concerns were mainly related to the park.

The Chair invited Caroline Hicks to make a submission, she made the following points: -

- a) That she was a resident which overlooked the premises.
- b) She had been liaising with people regarding the application.
- c) She would be more content with the hours being reduced to 2300 hours.
- d) She withdrew her representation.

Andy Grimsey agreed to reduce the hours to 2300 hours in agreement with Caroline Hicks.

The Chair invited all parties to make a brief closing submission. Councillor Pears made the following closing statements: -

- The concerns were mainly to do with the outside area of the premises and how it is managed by security.
- That he looked forward to attending the premises.
- He was concerned about how people leaving the premises would be managed, not taking empty wine glasses outside the venue.
- He hoped the premises would accept 2300 hours to work with the residents.

Andy Grimsey was then invited to make a closing submission on behalf of the applicant and as such, he made the following closing statements: -

- That they were not aware of any complaints nor had any responsible authorities raised any concerns in relation to the application.
- The operator wanted to be involved with the community and where they could help or address issues they would and do.
- They wanted flexibility to enable to premises to cater for people who wanted a drink beyond 2300 hours.
- The company was committed to promoting the licensing objectives and had a good track record.
- Some matters were outside of the licensing remit.

- They looked forward to working with the local community and opening the brasserie in the near future.

The Members, Committee Lawyer and Committee Manager conducted the deliberations in a separate private session and a full written decision was sent to all parties as follows;

10/130523 **RESOLVED:-**

That the application by Mitchells & Butlers Leisure Retail Limited to vary the premises licence in respect of Toby Carvery (to be known as Browns Bar and Brasserie), Sutton Park, Sutton Coldfield B74 2YT, under section 34 of the Licensing Act 2003, be granted together with:

- All those amendments to the hours for opening and for licensable activities offered in advance of the meeting (as shown at pages 115 and 116 of the Committee Report)
- The conditions offered at page 71 of the Committee Report (as amended), namely:
 1. Recorded music shall be set at a level which ensures that it does not cause a nuisance at the boundary to the nearest residential property
 2. With the exception of access and egress, all doors and windows shall be kept shut when regulated entertainment is taking place
 3. The external drinking areas shall be available only for the use of smokers after 23.00 hours. No consumption of alcohol or other drinks shall take place within the external areas after 23.00 hours

Those other matters detailed in the operating schedule and the relevant mandatory conditions under the Licensing Act 2003 will continue to form part of the licence issued.

The company which held the premises licence wished to vary the licence. The solicitor to the company attended the meeting, together with various officers of the company, and explained that the application was for later hours by a very responsible multiple operator of many different brands around the country. The instant application was for its premium restaurant brand, 'Browns'.

The application had originally been made for later hours, to give the flexibility that the company thought might sometimes be necessary. However, as a result of the representations that were received, the company had reconsidered its position, had spoken to the residents and the Ward Councillor involved, and had amended the application. The revised hours were now shown at pp115-116 of the Committee Report.

The solicitor explained the changes to the hours, and directed the attention of the Sub-Committee to the Browns menu included in the Report. He asked Members to note in particular the price point of the food offer. He was also keen to allay any potential fears about the style of music proposed, in case those objecting thought that there would be live music every night; he remarked that this would not be the case.

The first Browns premises had been opened in Brighton in 1972. The style of operation was an all-day brasserie catering for breakfast, brunch, lunch, afternoon tea and dinner. All the food was fresh and a premium-style offering. Handcrafted cocktails were served. The company employed highly skilled and trained personnel. Full service was offered throughout the business, in both the restaurant and the bar. Guests arriving would be greeted at the host point and then seated at a table, as in most premium establishments.

Regarding music, in each Browns brasserie, the company had grand pianos installed and live pianists came to play one or two sessions per week at background music level. At other times, music was played through speakers at conversational level. The function room would be used for events for significant birthdays, and perhaps for weddings. The responsible authorities had found the application satisfactory.

The applicant company appreciated that the premises was in a site of Special Scientific Interest and accordingly had made amendments to the external lighting plans, in the interests of protecting local wildlife. The company recognised the heritage behind the building, and its location in a beautiful park. There was no intention to offer loud music, and the company felt that it was self-evident from the documents in the Committee Report that it was a responsible operator which would be a good neighbour and do its best to contribute to the community.

Regarding the issue with the town gate, the company paid for a security guard to patrol the area from 20.00 to 02.00 hours, when the gate was shut. The guard watched for any antisocial behaviour, but the proposed style of the Browns operation, and in particular the pricing, was such that the premises was not at all likely to attract a problem clientele. The premises would be a well-run venue with good security and well trained staff and would be an asset to the area.

The solicitor remarked that the proposal was “a notch or two up” from the Toby Carvery which had been operating without problems. Indeed, the Toby Carvery had been trading at the location since the 1990s. The solicitor directed the attention of the Members to the conditions in the application relating to recorded music being set so as not to cause noise nuisance, doors and windows to be closed when regulated entertainment was taking place apart from access and egress, and the external dining area not to be used after a certain time.

Noise nuisance in general was unlikely to be a problem, said the solicitor, as the whole ambience of Browns was a ‘conversation’ level of noise, at maximum. There would be no increase in that level from the function room, other than on an ad hoc basis. The Sub-Committee noted this.

The Sub-Committee observed that written representations were in the Committee Report at appendices 1- 6. Two of the persons who had submitted representations attended the meeting to address the Sub-Committee – the local ward Councillor, and a resident.

The Ward Councillor said that he was grateful to the company for consulting with the residents and for the work that it had already done. The medieval deer park

was a unique environment given to Sutton Coldfield in 1528 by Henry VIII, and was a site of Special Scientific Interest covering 2,400 acres. The area included some rare and protected species. Not far from the premises, owls and badgers could be found, and just behind the premises was a donkey sanctuary. Opposite the entrance to the premises was a large green meadow, including a brook.

He was aware that quite a number of the nearby houses would pick up residual noise from the restaurant over the years. He also remarked that the park had experienced antisocial behaviour from those taking drinks from the Toby Inn and then leaving wine bottles and glasses on the meadow. Encampments of travellers had caused further issues on the meadow, and the Ward Councillor was concerned that the later hours could increase the risk of them coming in.

He observed that during the Covid-19 pandemic, revellers would often enter the park, leading to antisocial behaviour including noise, drug taking and litter. He was aware that Browns would have security to lock the gate, but felt that it was vital that between the park closing hours and Brown's closing hours traffic coming into and out of the park should be strictly controlled to stop others entering the park (other than to use the licensed premises).

He was concerned about increased disturbance to wildlife caused by car headlights and noise from vehicles coming and going. Another worry to him was that the increased hours could result in increased disturbance to residents living nearby from vehicles entering and leaving, along with any other potential problems for those individuals who "might want to party after the meal" on the meadow.

However, he recognised that Browns was a premium brand and remarked, "I look forward to going there myself". However, he asked the Sub-Committee to give consideration to a closing time of 23.00 hours.

In response to Member questions, the Ward Councillor confirmed that his main concern was not the management inside the actual venue, but the comings and goings outside, and the impact on residents. However, he also remarked that he had been pleased with the actions that the company had already taken with the lighting arrangements.

A resident of Donovan Drive then addressed the Sub-Committee, representing herself and her husband. Their house overlooked the Toby Carvery. She announced that upon receiving details of the application from the Senior Licensing Officer she did not seek to challenge, amend or change the provisions of the existing Toby Carvery licence. Moreover, she stated that she wished to make it clear that personally she and her husband "very much welcome the change of brand at the Toby Carvery". They hoped it would be a success, and indeed anticipated "becoming fairly regular users".

She mentioned the three additional conditions that the company had offered to add to the premises licence should the application be granted, and asked about point 3 and whether the time would be amended to 23.00 hours; the company confirmed that this was the case. Upon hearing this, she said that they recognised

the effort that the company had made to take residents' concerns into account, and accordingly she and her husband withdrew their objections.

When deliberating, the Sub-Committee carefully considered the proposal put forward by the licence holder, and the likely impact of the application. The Members bore in mind paragraph 9.12 of the Guidance issued under s182 of the Act, namely the need for robust evidence in decision making.

The representations which had been received (including those from persons who had not attended the meeting) had been concerned with the potential for nuisance behaviour outside in the park and/or meadow. The solicitor had reminded the Sub-Committee that there was no formal evidence that any of these types of issues were directly attributable to the Toby Carvery, but in any event, the company would want to engage with local residents to try to keep the area beautiful. The Sub-Committee accepted this.

Regarding the antisocial behaviour previously seen on the meadow, the solicitor commented that he had never heard Browns customers described as "revellers". The Sub-Committee agreed with this, finding it highly unlikely that this description would apply to patrons of a premium restaurant with a high price point for its menu.

The solicitor assured the Sub-Committee that the company simply wanted the flexibility to be able to accommodate those patrons who might want to have a drink after 23.00 hours. The Sub-Committee felt that this was reasonable given that the company had no history of complaints or concerns that it might be unable to promote the licensing objectives.

The Sub-Committee was reminded by the solicitor that a Review of the licence could be sought if something were to happen which placed the licensing objectives at risk. However, he commented that this would be "almost impossible" because it is "not that type of premises and not that type of operator". The Sub-Committee accepted this.

The Sub-Committee considered that the variation proposal put forward by the premises was precise and enforceable, and would cover any risk adequately. The company had responded to objections appropriately, such that both persons attending the meeting had declared their intention to become patrons of the premises in due course.

The Sub-Committee therefore resolved to vary the licence with the conditions offered by the licence holder. The Sub-Committee noted in particular the premium pricing and full service style of offer; the Members were confident that the company would operate responsibly under the varied licence.

In reaching this decision, the Sub-Committee has given due consideration to the City Council's Statement of Licensing Policy, the Guidance issued under s182 of the Licensing Act 2003 by the Home Office, the application for the variation of the premises licence, the written representations received and the submissions made at the hearing by the applicant company via its solicitor and its officers, and by the persons making representations.

All parties are reminded that under the provisions contained within Schedule 5 to the Licensing Act 2003, there is the right of appeal against the decision of the Licensing Authority to the Magistrates' Court, such an appeal to be made within twenty-one days of the date of notification of the decision.

The meeting ended at 1254 hours.

Chair

BIRMINGHAM CITY COUNCIL

PUBLIC REPORT

Report to:	Licensing Sub Committee A
Report of:	Director of Regulation & Enforcement
Date of Meeting:	Monday 24th June 2024
Subject:	Licensing Act 2003 Premises Licence – Grant
Premises:	Haus Lounge, 89 Holloway Head, Birmingham, B1 1QP
Ward affected:	Ladywood
Contact Officer:	Bhapinder Nandhra, Senior Licensing Officer, licensing@birmingham.gov.uk

1. Purpose of report:

To consider the representations that have been made in respect of an application for a Premises Licence which seeks to permit the Sale of Alcohol (for consumption both on and off the premises) to operate from 10:00am until 03:00am (Monday to Thursday), 10:00am until 04:30am (Friday and Saturday) and 10:00am until 07:00am (Sunday).

The provision of Regulated Entertainment consisting of live music, recorded music, performances of dance, and anything of a similar description, to operate indoors only, from 10:00am until 03:00am (Monday to Thursday), 10:00am until 04:30am (Friday and Saturday) and 10:00am until 07:00am (Sunday).

To permit the provision of Late Night Refreshment from 11:00pm until 03:00am (Monday to Thursday), 11:00pm until 04:30am (Friday and Saturday) and 11:00pm until 05:00am (Sunday).

Premises to remain open to the public from 10:00am until 03:30am (Monday to Thursday), 10:00am until 05:00am (Friday and Saturday) and 10:00am until 07:30am (Sunday).

Other dates and time as specified in the application form.

2. Recommendation:

To consider the representations that have been made and to determine the application, having regard to:

- The submissions made by all parties
- The Statement of Licensing Policy
- The Public Sector Equality Duty
- The s182 Guidance

3. Brief Summary of Report:

An application for a Premises Licence was received on 29th April 2024 in respect of Haus Lounge, 89 Holloway Head, Birmingham, B1 1QP.

Representations have been received from other persons.

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:
<p>Haus Lounge Limited applied on 29th April 2024 for the grant of a Premises Licence for Haus Lounge, 89 Holloway Head, Birmingham, B1 1QP.</p> <p>Representations have been received from other persons, which are attached at Appendices 1 – 16.</p> <p>The application is attached at Appendix 17.</p> <p>Conditions have been agreed with West Midlands Police and the applicant, which are attached at Appendix 18.</p> <p>Conditions have been agreed with Environmental Health and the applicant, which are attached at Appendix 19.</p> <p>Site Location Plans at Appendix 20.</p> <p>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:-</p> <ol style="list-style-type: none"> The prevention of crime and disorder; Public safety; The prevention of public nuisance; and The protection of children from harm.
6. List of background documents:
<p>Copies of the representations as detailed in Appendices 1 – 16.</p> <p>Application Form, Appendix 17.</p> <p>Conditions agreed with West Midlands Police, Appendix 18.</p> <p>Conditions agreed with Environmental Health, Appendix 19.</p> <p>Site Location Plans, Appendix 20.</p>
7. Options available
<p>To Grant the licence in accordance with the application.</p> <p>To Reject the application.</p> <p>To Grant the licence subject to conditions modified to such an extent as considered appropriate.</p> <p>Exclude from the licence any of the licensable activities to which the application relates.</p> <p>Refuse to specify a person in the licence as the premises supervisor.</p>

From:

Sent: Tuesday, April 30, 2024 10:30 AM

To: Licensing

Subject: Haus Lounge

Dear Licensing,

My name is _____ and I own an apartment next to the premises Haus Lounge proposes to use.

I am very concerned that such extensive licensing hours will create the same anti social issues that have stained all the previous tenants of this premise; namely:-

- Excessive noise characterised by the thump thump of music being played far too loud into the early and middle hours of the morning.
- The noise and disruptions that accompany happy drunkenness when people leave clubs at the early and middle hours in the morning
- The occasional violence that accompanies drunkenness and the noise created by the supporters of the fighting and the sirens from police and ambulance services.

Are you able to offer any reassurances that these anti-social behaviours won't occur?

Are there any measures and or controls that will curb excessive noise?

Are there any measures and or controls that will curb excessive drunkenness and other anti-social behaviours?

Thank you for your help,

Regards

apmt Concord House

From:

Sent: Tuesday, April 30, 2024 1:36 PM

To: Licensing

Subject: Haus Lounge Application Number 180424

Importance: High

Dear Sir,

I wish to make some comments on the application by Haus Lounge Ltd Number 180424 for a new premises licence at 89 Holloway Head.

I am a neighbour of this premises which has been plagued with illegal activity and anti social behaviour by previous operators of the nightclub.

It appears that some nightclub operators have merely been a front for money laundering and drug dealing, rather than legitimate entertainment activities, according to press reports



Six sentenced for running £7.7m brothel in city centre | ITV News
[itv.com](https://www.itv.com)



Birmingham nightclub shut down after drugs and £30,000 cash found | ITV News
[itv.com](https://www.itv.com)

I would ask that BCC Licensing and the Police make extensive enquiries that the proposed new company, its directors, management team, security team and anyone with a financial or controlling interest is a "fit and proper person, and is not involved in criminal activity.

Given the problematic past , it would be hoped that the new operators are experienced and with a proven track record of running legitimate businesses of the type proposed? If they cannot demonstrate this, the application should be refused.

I would ask that potential noise nuisance for neighbours is considered , both with noise emanating from the club and from its patrons on arrival and departure. I note this has been a problem in the past, and complaints have been made to the Council.

Given that in recent years the Council has granted numerous residential planning applications in the immediate area, is Holloway Head still suitable for ANY late night entertainment. Perhaps serious consideration should be given for only licensing the premises for normal restaurant or pub hours, i.e. no alcohol service or entertainment after 11pm on any night?!

I note there are numerous empty and disused nightclub premises in areas more associated with the nighttime economy available to lease, which would be easier to Police ; i.e Broad Street area. And have less impact on residential premises.

I note that whenever the nightclub at 89 Holloway Head has been open in the past 8 years we have been plagued with illegally parked cars in Marshall St- on the pavement, doubled parked, blocking garage entrance. Could adhering to and enforcement of parking regulations be a consideration, there are several local car parks?

There should be a plan required to control mini cabs and taxis, and a methodology to disperse patrons on leaving the premises

The hours proposed seem to be excessive and is longer than KING VN was allowed; I suggest this is inappropriate

I would ask that the latest it is open on any night is 2am.

I note they proposed to open as early as 10 am so 14 hours of trading per day is surely enough?

Given recent violence and murders in Birmingham Nightclubs , could it be made a condition:

- That all patrons are scanned by a metal detector prior to admission
- A minimum number of door staff/ security are to be stipulated in the conditions

I note the premises does not appear to be accessible for disabled or wheelchair users, how does this comply with disability accessibility policies and could it be made a condition of the licence that it is fully accessible?

If a licence is granted, the neighbours will be watching and listening carefully for any breaches and would hope if they are substantiated the Council and Police will not hesitate to take action for enforcement.

Yours sincerely

Concord House, Marshall St, Birmingham

From:

Sent: Tuesday, May 14, 2024 5:35 PM

To: Licensing

Subject: Further Comments Haus Lounge Application Number 180424

Importance: High

Dear Sir,

Further to my comments made on 30th April - Haus Lounge Application Number 180424

I would like to add:

1: Parking on Pavements

I notice today that there are four cars and vans which are apparently associated with "Haus Lounge" parked on the pavement in front of the building on Holloway Head

See photographs:







This illustrates unfortunately the type of behaviour neighbours associate with this venue. Where parking on the pavements on both Holloway Head and Marshall Street are occur both day and night, causing potential public nuisance and possibly impeding the access of emergency vehicles.

I note, there were spare parking places available.

2: Noise impact on Health and Wellbeing

Concord House due to its predominantly concrete structure can get extremely hot in the summer.

The only way to reduce the nighttime heat is to open the windows to vent the apartment.

Experience shows the noise from patrons entering and leaving the nightclub and their waiting minicabs can be extremely high, making sleep very difficult.

This resultant sleep deprivation can be damaging to health.

See <https://thesleepcharity.org.uk/information-support/adults/sleep-deprivation/>

We note that the potential club is proposing to be open for considerably longer hours and on more days than previous operators

We would therefore ask for restricted hours and an early finish for the club to curb the inevitable noise it would generate and protect the health of the neighbouring apartment dwellers

Yours sincerely

From:
Sent: Tuesday, April 30, 2024 2:39 PM
To: Licensing
Subject: Haus Lounge

Sirs/Mesdames

If this complaint is made public, I would prefer it to be anonymous.

I refer to the recent licensing application for Haus Lounge on Holloway Head. I write as a resident of Concord House.

These premises have previously been used for similar purposes to those envisaged by the application: with significant disruption to my peaceful enjoyment of my private apartment. My sleep has been severely disrupted on the days the club was open. As a tetraplegic wheelchair user, this had ongoing impacts on my normal life.

In addition to loud music, there was significant noise at closing time including car horns repeatedly being sounded, shouting in the street and sometimes what appeared to be fighting. In addition, access to the Concord car park was often restricted which was particularly difficult for me as a wheelchair user as the car park entrance is the only one I am able to use.

While I support any measures to grow and sustain the local economy, this particular venue has been a source of difficulty since I moved to Concord in 2015. I understand that previous incarnations of the venue were effectively under common control. Are the current applicants also wholly or partly individuals previously involved with the venue?

My preference would be for a license of the type applied for to be denied. Otherwise, the opening hours could be curtailed and/or appropriate restrictions put in place to limit disruption to other residents of the area.

Regards

From:
Sent: Wednesday, May 1, 2024 1:09 PM
To: Licensing
Subject: Representation regarding Section 17 Licence application- Haus Lounge

Dear Licensing Department.

I wish to register an objection to the application for grant of a premises licence by Haus lounge Ltd 89 Holloway Road Birmingham B1 1QP

Please find the reasons below for my objection to the said licence. I have attached it as well, in case that format is preferred.

Please can you confirm that my objection has been received?

Yours Faithfully

Resident of Concord House, Marshall Street B1

1. **The Application has an INCORRECT address**, stating Holloway Road- which is in another part of Birmingham, not Holloway Head. I would therefore question the accuracy of any of the rest of the application or legal process that is being pursued.
2. **EXTENDING ANY PREVIOUSLY EXPERIENCED HOURS** The hours requested for a licence are far longer than any of the much larger clubs (which are not in such close proximity to residential areas) are open. A Snobs, Reflex, Popworld all close between 3-4 am and are not open 7 days a week. The previous club King VN was only open 2 nights per week and open from 11 until 3 or 4am only, so this would be a huge increase in the amount of noise emitted towards the residences locally.
3. **ROAD SAFETY.** Marshall street is a one way street. With Chapmans Passage closed as part of construction works and Upper Gough Street and Bulcher Street restricted width due to construction, many drivers are travelling the wrong way down Marshall Street. This includes vehicles directed that way by the construction workers at times, but also by frustrated drivers caught up in the late night congestion of Birmingham. This increases the risk of an RTA and of pedestrian injury. Equally, Holloway Head is a notorious road for speeding (see <https://www.birminghammail.co.uk/news/news-opinion/spent-30-minutes-birmingham-street-28008432>) and even last night 29/4/24, vehicles were racing around the area. This does not happen along Broad Street or in the Arcadian area due to traffic restrictions. Haus lounge customers exit straight onto Holloway Head and would be at risk of injury if they stepped off the pavement. Equally, taxi drivers would stop and turn there more often causing congestion and increased risk to pedestrians. There have been at least 2 RTAs since January 2024 where vehicles turning into Marshall Street from Holloway Head have collided.

With the Elevate development of 111 properties at Chapman's Yard and 484 properties by WinVic completing in the next 12 months, pedestrian and vehicle traffic will increase greatly in the area, making road safety an even higher concern.

4. **POLICE RESOURCES** are stretched across the entire country. 8 police cars came to investigate the previous nightclub and found evidence of drug dealing and money laundering. The previous incumbent was the Sunset Club who took up Police resources as this was run as a brothel (<https://www.itv.com/news/central/2016-10-18/breaking-six-sentenced-for-running-brothel-in-birmingham-city-centre>) . In addition, street drug dealing is visible daily on Marshall street, as is anti-social behaviour such as urinating and sexual activity (seen from my apartment) but the police are not intervening as they are overwhelmed. Should a nightclub open 7 days per week, it is likely that anti-social behaviour at closing time and before would escalate and put the safety of local residents at risk.

Begging is also likely to increase in the area. It is already prolific, at least in part to the proximity of the hostel for the homeless and the lack of provision for rough sleepers due to council financial restrictions. It may be extrapolated from that that acquisitional crime may increase.

It is highly likely that the already awful street litter would increase with customers having food and drink on the way to or from the club.

5. **SOUND/ EXCESS NOISE.** The King VN nightclub was open 2 nights per week. The sound and bass reverberated through the entire building of Concord House making sleep impossible without earplugs (it is absolutely fine without on days they were not open). Planning permission for construction has prevented work starting before 7.30 am (which the construction workers are good at adhering to) because of the effect on residents. Should this application be approved, the planners would be condoning excess sound through construction and then music for 24 hours a day. The roof of the building is not soundproofed adequately (or at all). It also looks like a fire risk, but that would be for the fire service to take a view on.

6. **FIRE RISK, EXITS and DEBRIS ON ROOF** There only seem to be 2 doors towards the Holloway Head section of the building and none to the street up Marshall Street. I have previously mentioned the roof, which has discarded appliances, wood, carpet and other debris on it. Is there adequate escape in the event of fire and should the whole roof area be renovated to improve soundproofing and reduce risk of harm if a fire broke out?

7. **WELLBEING TO RESIDENTS** As two doctors living here, we are aware of the detriment to wellbeing on anyone with regularly disturbed sleep. It would be questionable if we could continue to work effectively ourselves, which is of grave concern with the current NHS pressures. We are not the only NHS workers in this building. Equally there are people who are extremely elderly and young children, for whom it is totally inappropriate to expose them to repetitive loud music during sleeping time. With the current residents in the area and the intended new residents of the near 600 new apartments, this would impact very badly on the wellbeing of a large number of Birmingham residents.

8. **PLANNING PERMISSION** – we are led to believe that a sign has been erected that has not been approved by planning permission. This raises our concern that the potential licensee is not adhering to the law and therefore have concerns that future behaviour may also display this attitude.

From:
Sent: Wednesday, May 1, 2024 2:06 PM
To: Licensing
Subject: Licence application 180424

Dear Sir,

I wish to comment on the application by Haus Lounge Ltd Number 180424 for a new premises licence at 89 Holloway Head.

As close neighbour to the building, a new night club will have a terrible impact on the area as we discovered with the previous owners. The area is being actively redeveloped as a residential area and a new nightclub on this site is wholly inappropriate. The principal problems are noise, traffic, litter and criminal activity. The proposed opening times are completely insensitive to those who try to sleep nearby.

The council has been happy to grant planning permission to build flats for hundreds of people within 100 metres of this venue. It beggars belief that this is an appropriate location for a new nightclub when there are so many other empty spaces away from residents. It runs contrary to sensible planning.

Yours sincerely

From:
Sent: Wednesday, May 1, 2024 7:11 PM
To: Licensing
Subject: Haus Lounge Ltd B1 1QP

Dear Birmingham City Council,

OBJECTION TO PREMISES LICENCE FOR HAUS LOUNGE LTD, 89 HOLLOWAY ROAD, B1 1QP

We reside in Concord House located opposite the proposed Haus Lounge. We strongly object to the application for the Premises Licence with proposed hours for the sale of alcohol and 'Regulated Entertainment':

10pm - 3am Monday to Thursday
10pm - 4.30am Friday - Saturday
10pm - 7am Saturday - Sunday

This is a residential area with new developments currently being built with 111 new apartments in Chapmans's Passage/Upper Gough Street and 485 apartments and Girl Guide Headquarters in Holloway Head. The previous club in this location has a history of anti-social behaviour such as drugs, cars beeping horns in early hours of the morning and drunk people leaving the club shouting and fighting. This anti-social activity has caused many issues for the local residents with the police being called out to manage the disturbances.

We hope you will strongly consider the negative impact this club will have on all the local residents and deny this application.

Best wishes,

From:

Sent: Friday, May 17, 2024 9:45 PM

To: Shaïd Yasser; Licensing; Bhapinder Nandhra; David Kennedy

Cc: Councillor Yvonne Mosquito

Subject: Premises License Application number 180424 Haus Lounge Limited Company number 15661532

Dear Mr David Kennedy, Principle Licensing Officer

RE: Premises License Application number 180424 Haus Lounge Limited Company number 15661532

Hope you are well.

It has recently come to our attention that an application of a new Premises License for 89 Holloway Head, Birmingham B1 1QP was submitted by a company named Haus Lounge Limited, Company number 15661532. We are submitting the following comments for your consideration:

As the representative of the Freeholder of the mentioned premises, Mao Wah Ltd., I would like to confirm the following:

1. Haus Lounge Limited is not the tenant/ legal occupier of the above premises; nor are they proposing to become our tenant/ legal occupier.
2. Olumide Olatunde Omotokunbo Amudipe is not the tenant/ legal occupier of the above premises; nor is he proposing to become our tenant/ legal occupier.
3. Haus Lounge Limited is not carrying on nor proposing to carry on business that requires the use of the above Premises for licensable activities.
4. Olumide Olatunde Omotokunbo Amudipe is not carrying on nor proposing to carry on business that requires the use of the above Premises for licensable activities.
5. Haus Lounge Limited has no legal rights to operate/ trade/ carry on any business activities from the above Premises.
6. Olumide Olatunde Omotokunbo Amudipe has no legal rights to operate/ trade / carry on any business activities from the above Premises.

Furthermore, Mao Wah Ltd confirms that we have no knowledge or communications with either Haus Lounge Limited or Olumide Olatunde Omotokunbo Amudipe. We have not granted permission for either Haus Lounge Limited or Olumide Olatunde Omotokunbo Amudipe to trade/ occupy/ carry on any form of business at 89 Holloway Head, Birmingham B1 1QP. Haus Lounge Limited's occupation will construes to trespass. The applicant is expected to abide by the law of trespass and not seek occupation without prior permission of the Freeholder.

Mao Wah Ltd welcomes any evidence that proves that either Haus Lounge Limited or Olumide Olatunde Omotokunbo Amudipe has any legal rights to trade, occupy, or carry on licensable activities from 89 Holloway Head, Birmingham B1 1QP.

Examples of evidence includes:-

- A Lease
- A Licence to Occupy
- An Underlease Agreement

If Haus Lounge Limited were to be granted with a Premises License with licensable activities whilst possibly occupying the mentioned premises unlawfully, it would cause loss, damage, injury, nuisance, anti-social behaviour and inconvenience to the Landlord and other owner or occupier of neighbouring property.

The licensing objectives are:

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

Conversely, Haus Lounge Limited may have no real intention to carry on or propose to carry on, a business which involves the use of the mentioned premises for the licensable activities related to Premises License Application 180424.

Section 16 Licensing Act 2003

Applicant for premises licence

(1) the following persons may apply for a premises licence

- (a) a person who carries on, or proposes to carry on, a business which involves the use of the premises for the licensable activities to which the application relates,*

Section 158 Licensing At 2003

False statements made for the purpose of this Act

(1) A person commits an offence if he knowingly or recklessly makes a false statement in or in connection with –

- (a) an application for the grant, variation, transfer or review of a premises licence or club premises certificate,*

(2) For the purposes of subsection (1) a person is to be treated as making a false statement if he produces, furnishes, signs or otherwise makes use of a document that contains a false statement.

(3) A person guilty of an offence under this section is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

We believe the Premises License Application number 180424 should be refused based on the above reasons.

Kind Regards

For & On Behalf of
Mao Wah Ltd

From:

Sent: Monday, May 20, 2024 2:28 PM

To: Licensing

Subject: Licensing application - Haus Lounge, 89 Holloway Head . Application no 180424

I wish to object strongly to the above application. I own a residential property in Concord House, yards from Haus Lounge. We have previously had numerous problems with antisocial behaviour, noise and drug issues when the premises was known as King VN Nightclub. Thankfully the license was revoked by BCC due to class A and B drug problems.

I understand the new application will also allow opening to 7 am. In respect of residents close by having to work this will inevitably have a serious effect on our ability to sleep.

I hope the council will refuse this application and respect the rights of local residents.

flat Concord House
Marshall Street
B1

From: Treasurer BCEC

Sent: Monday, May 27, 2024 9:59 AM

To: Licensing

Subject: Objection to the Nightclub Licence for Haus Lounge Application no. 180424

Dear Sir/Madam,

On behalf of myself and my church Chinese Evangelical Church 14 Upper Gough St. B1 1JG, I am writing to express our strong objection to the above application. Recent development around the area is mostly residential with a feeling of peace, convenient access to Birmingham City Centre and Mailbox and vibrant lifestyle. We understand the Birmingham City Council wants to redevelop Birmingham to make it a clean and safe place for proper businesses to thrive and people to want to live here. Such kind of nightclub in this new residential area deter people in choosing to live here and the crime rate normally increase. In the past, we saw rubbish was dumped outside the club and made the appearance of the area really unruly and cheap.

I hope I made myself clear that I and our church strong disagree the application.

Your faithfully,

Treasurer

From: BCEC Chairperson
Sent: Monday, May 27, 2024 11:44 AM
To: Licensing
Subject: Re: Objection to Nightclub License Application (Application No. 180424) – Haus Lounge

Dear Sir/Madam,

I am writing to formally object to the application for a nightclub license submitted by Haus Lounge (application number 180424). As the chairperson of the Birmingham Chinese Evangelical Church located nearby, I have several serious concerns about the potential impact this establishment would have on our community.

Firstly, the introduction of a nightclub in this location is likely to cause significant parking disorder. The existing infrastructure is already struggling to accommodate the current volume of vehicles, and the addition of a nightclub would exacerbate this issue. Residents and visitors frequently struggle to find parking spaces, and this problem will only worsen with the increased traffic a nightclub would attract.

Secondly, there is a considerable risk of nuisance to residents. The noise generated by nightclub patrons, especially during late hours, would significantly disturb the peace and quiet of our neighborhood. This disturbance would be particularly detrimental to families with young children and the elderly, whose well-being depends on a tranquil living environment.

Additionally, nightclubs are often associated with increased crime activities. The presence of a nightclub can lead to higher instances of vandalism, theft, and other criminal behaviors. This is a considerable concern for residents who value the safety and security of our community.

Moreover, the proposed location for Haus Lounge is alarmingly close to a residential area. The proximity of a nightclub to homes is inappropriate and incompatible with maintaining the residential character and tranquility of our neighborhood. The negative impact on residents' quality of life cannot be overstated.

Finally, the introduction of a nightclub is likely to encourage anti-social behavior. This includes public drunkenness, disorderly conduct, and other activities that would degrade the overall environment of our community. Such behavior is not only distressing for residents but also detrimental to the image and desirability of our area.

In light of these concerns, I urge the Birmingham City Council Licensing Department to reject the nightclub license application for Haus Lounge. The potential negative impacts on parking, noise levels, crime rates, and overall community well-being are too significant to ignore.

Thank you for considering my objections. I trust that the council will make a decision that prioritizes the interests and safety of the local residents.

Yours faithfully,

Chairperson
Birmingham Chinese Evangelical Church
14 Upper Gough Street
Birmingham, B1 1JG

From:

Sent: Monday, May 27, 2024 12:16 PM

To: Licensing

Subject: objection of application 180424 Haus Lounge

Dear Birmingham City council,

I am writing to file an objection of the application of new nightclub license 180424 for a new night club "Haus Lounge"

I am a regular church attendant at the Birmingham Chinese Evangelical Church at 14 Upper Gough Street, B1 1JG, and I live in kendrick Close, Solihull B92

My family has been attending this church for the last 15 years and endured serious criminal activity when the previous night club King VN was operating there. Fortunately the operation was shut down by police and your council. This new application would cause similar problem to start again which would be a great harm to all our congregation including youth meeting that happens near the facility in the evening.

I am pleading for your team to reject this application as it is not a suitable place for a night club/ strip club to operate amongst church congregation location and girl guiding headquarter on Trefoil house on 2 Ellis Street, B1 1HL

Kind Regards

From:

Sent: Monday, May 27, 2024 3:47 PM

To: Licensing

Subject: Objection of application 180424 Haus Lounge

Dear Birmingham City Council,

I am writing to formally object to the application for the new nightclub license 180424 for "Haus Lounge."

As a regular attendee of the Birmingham Chinese Evangelical Church located at 14 Upper Gough Street, B1 1JG, and a resident of Cremorne road, Sutton Coldfield, B75 , I have deep concerns regarding this proposal. My family and I have been active members of this church community for the past 7 years. During the operation of the previous nightclub, King VN, we endured significant criminal activity, which severely affected our community. Thankfully, this operation was eventually shut down by the police and your council, bringing much-needed relief and safety to the area.

The approval of this new application threatens to reintroduce similar issues, posing a substantial risk to our congregation, particularly to the youth who meet in the vicinity during the evenings.

I earnestly request that your team rejects this application, as the proposed location is not appropriate for a nightclub or strip club, especially in close proximity to our church community.

Kind regards,

From:
Sent: Monday, May 27, 2024 4:27 PM
To: Licensing
Subject: objection of application 180424 Haus Lounge

Dear Birmingham City council,

I am writing to object the application of new nightclub license 180424 for a new night club "Haus Lounge"

I am a regular church member at Birmingham Chinese Evangelical Church at 14 Upper Gough Street, B1 1JG. My husband and my sons also go there every week. We can see some drug addicts and drunk at the surrounding area. Every Friday evening, our sons go there for youth group meeting in church. We feel quite anxious to see the atmosphere. We can't imagine what would happened if a new nigh club will be there.

And the traffic about this area has been terrible too. There is also traffic jam and lack of parking space since the parking area opposite to the church has been demolished and a new building is building at the moment. The traffic would be even worse after more people move in, and with new night club, the situation would be even worse.

I am pleading for your team to reject this applicaiton as it is not a suitable place for a night club/ strip club to operate amongst church congregation location and girl guiding headquarter on Trefoil house on 2 Ellis Street, B1 1HL

Regards

From:
Sent: Monday, May 27, 2024 10:14 PM
To: Licensing
Subject: Objection to new nightclub license 180424

Dear Birmingham City council,

I am writing to file an objection of the application of new nightclub license 180424 for a new night club "Haus Lounge"

I am a regular church attendant at the Birmingham Chinese Evangelical Church at 14 Upper Gough Street, B1 1JG, and I live in kendrick Close, Solihull B92

My family has been attending this church for the last 15 years and endured serious criminal activity when the previous night club King VN was operating there. Fortunately the operation was shut down by police and your council. This new application would cause similar problem to start again which would be a great harm to all our congregation including youth meeting that happens near the facility in the evening.

I am pleading for your team to reject this application as it is not a suitable place for a night club/ strip club to operate amongst church congregation location.

Kind Regards

From:

Sent: Monday, May 27, 2024 11:12 PM

To: Licensing

Subject: Objection on application 180424

Dear Birmingham City council,

I am writing to object the application of new nightclub license 180424 for a new night club "Haus Lounge"

My family is a regular church attendant at the BCEC, Birmingham Chinese Evangelical Church at 14 Upper Gough Street, B1 1JG, and we live in Sara Close, Sutton Coldfield, B74

My family has been attending this church for the last 3 years, every Sunday morning and bi weekly Sat evening. As a father of family of 4, with 2 young kids at 6 and 9. A night club is such a residential area will cause us great concern on criminal activities that possibly caused by night club, like drug, drunk and fighting

I sincerely request your team to reject this application as it is not a suitable place for a night club/ strip club to operate amongst resident and church congregation location.

Kind Regards

From:

Sent: Monday, May 27, 2024 11:26 PM

To: Licensing

Subject: Object to the granting of a License Haus Lounge Application Number 180424

Hi,


I am a regular church goer to Birmingham Chinese Evangelical Church (BCEC), 14 Upper Gough St., B1 1JG. I'm writing to object the granting of a new nightclub License to Haus Lounge on the corner of Marshall Street and Holloway (Application number 180424).

The new nightclub is at the same location as the previous nightclub King VN, which was shut down by the Police and Birmingham City Council due to criminal activity. If the new nightclub opens at the same location, it could have negative impact on the BCEC as in the past the previous nightclub had been the source of considerably anti social behavior, with traffic, car parking on pavements, fights, drug dealing and noise complaints.

I go to BCEC with my family (with 2 young kids) every week and hence the new nightclub application concerns me a lot in terms of safety around the church. I sincerely to seek your serious review of the new nightclub license application and I'm objecting this application as a member of the neighbor community.

Thanks!

Best regards,

 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	KC/14/24	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? <input checked="" type="radio"/> Yes <input type="radio"/> 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	Olumide	
* Family name	Amudipe	
* E-mail		
Main telephone number		Include country code.
Other telephone number		
<input type="checkbox"/> Indicate here if the applicant would prefer not to be contacted by telephone		
Is the applicant:		
<input checked="" type="radio"/> Applying as a business or organisation, including as a sole trader <input type="radio"/> 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.
Applicant Business		
Is the applicant's business registered in the UK with Companies House?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Note: completing the Applicant Business section is optional in this form.
Registration number	15661532	
Business name	Haus Lounge Ltd	If the applicant's business is registered, use its registered name.
VAT number	-	Put "none" if the applicant is not registered for VAT.
Legal status	Private Limited Company	

Continued from previous page...

Applicant's position in the business

Home country

The country where the applicant's headquarters are.

Registered Address

Address registered with Companies House.

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

Agent Details

* First name

* Family name

* E-mail

Main telephone number

Include country code.

Other telephone number

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

☐ A private individual acting as an agent

Agent Business

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

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

Registration number

Business name

If your business is registered, use its registered name.

VAT number

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

Legal status

Continued from previous page...	
Your position in the business	Associate
Home country	United Kingdom
The country where the headquarters of your business is located.	
Agent Registered Address	Address registered with Companies House.
Building number or name	
Street	
District	
City or town	
County or administrative area	
Postcode	
Country	
Section 2 of 21	
PREMISES DETAILS	
<p>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.</p> <p>Premises Address</p> <p>Are you able to provide a postal address, OS map reference or description of the premises?</p> <p> <input checked="" type="radio"/> Address <input type="radio"/> OS map reference <input type="radio"/> Description </p> <p>Postal Address Of Premises</p> <p>Building number or name</p> <p>Street</p> <p>District</p> <p>City or town</p> <p>County or administrative area</p> <p>Postcode</p> <p>Country</p> <p>Further Details</p> <p>Telephone number</p> <p>Non-domestic rateable value of premises (£)</p>	

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 His 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	<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"/>

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	<input type="text"/>
Telephone number	<input type="text"/>
Other telephone number	<input type="text"/>
* Date of birth	<input type="text"/> / <input type="text"/> / <input type="text"/> dd mm yyyy
* Nationality	<input type="text"/>
Right to work share code	<input type="text"/>

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

[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?	<input type="text"/> 28 / <input type="text"/> 05 / <input type="text"/> 2024
	dd mm yyyy

If you wish the licence to be valid only for a limited period, when do you want it to end	<input type="text"/> / <input type="text"/> / <input type="text"/>
	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.

Lounge Restaurant Club

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.

Continued from previous page...

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.

New Year's Eve - Licensable activities extended from the end of permitted hours on New Year's Eve to the start of Permitted hours on New Year's Day
On Bank Holidays, licensable activities will be extended by 1 hour
On the commencement of British Summer time, one further hour to be added to the above time for the cessation of licensable activities

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

Continued from previous page...

SATURDAY

Start 10:00

End 23:59

Start 00:00

End 04:30

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 Year's Eve - Licensable activities extended from the end of permitted hours on New Year's Eve to the start of Permitted hours on New Year's Day
On Bank Holidays, licensable activities will be extended by 1 hour
On the commencement of British Summer time, one further hour to be added to the above time for the cessation of licensable activities

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

Continued from previous page...

MONDAY

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.

Start

End

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.

Continued from previous page...

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

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

New Year's Eve - Licensable activities
extended from the end of permitted hours
on New Year's Eve to the start of Permitted
hours on New Year's Day
On Bank Holidays, licensable activities will
be extended by 1 hour
On the commencement of British Summer
time, one further hour to be added to the
above time for the cessation of licensable
activities

Section 13 of 21

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

TUESDAY

Start

End

Start

End

WEDNESDAY

Start

End

Start

End

THURSDAY

Start

End

Start

End

FRIDAY

Start

End

Start

End

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

Continued from previous page...

SATURDAY

Start 10:00

End 23:59

Start 00:00

End 04:30

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 Year's Eve - Licensable activities
extended from the end of permitted hours
on New Year's Eve to the start of Permitted
hours on New Year's Day
On Bank Holidays, licensable activities will
be extended by 1 hour
On the commencement of British Summer
time, one further hour to be added to the
above time for the cessation of licensable
activities

Section 14 of 21

LATE NIGHT REFRESHMENT

Continued from previous page...

Will you be providing late night refreshment?

☒ 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

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.

Continued from previous page...

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 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 Year's Eve - Licensable activities extended from the end of permitted hours on New Year's Eve to the start of Permitted hours on New Year's Day
On Bank Holidays, licensable activities will be extended by 1 hour
On the commencement of British Summer time, one further hour to be added to the above time for the cessation of licensable activities

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

Continued from previous page...

FRIDAY

Start 10:00

End 23:59

Start 00:00

End 04:30

SATURDAY

Start 10:00

End 23:59

Start 00:00

End 04:30

SUNDAY

Start 10:00

End 23:59

Start 00:00

End 07:00

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 Year's Eve - Licensable activities extended from the end of permitted hours on New Year's Eve to the start of Permitted hours on New Year's Day
On Bank Holidays, licensable activities will be extended by 1 hour
On the commencement of British Summer time, one further hour to be added to the above time for the cessation of licensable activities

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

Name

First name Carmalita Alisha

Family name Robinson

Continued from previous page...

Date of birth

	/		/	
dd		mm		yyyy

Enter the contact's address

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

Personal Licence number
(if known)

WS/PEL/3261

Issuing licensing authority
(if known)

Walsall Council

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

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HOURS PREMISES ARE OPEN TO THE PUBLIC

Standard Days And Timings

Continued from previous page...

MONDAY

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.

Start

End

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 Year's Eve - Licensable activities
extended from the end of permitted hours
on New Year's Eve to the start of Permitted
hours on New Year's Day
On Bank Holidays, licensable activities will

Continued from previous page...

be extended by 1 hour

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

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LICENSING OBJECTIVES

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

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

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

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. 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.

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.

A copy of the premises' dispersal/drugs /security/vulnerability policies 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.

b) The prevention of crime and disorder

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.

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

Continued from previous page...

iv. Any visit by a responsible authority or emergency service

The 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.

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. The refusals record must be made available to West Midlands Police or an Officer of a Responsible Authority on request, or during an inspection.

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.

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

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.

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

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, 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

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

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

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

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.

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

The licence holder shall ensure that no waste shall be left outside except in the bin store to the rear of the premises.

The premises shall clear the area immediately in front of the building of any waste before and after it operates.

The premises shall have a documented dispersal policy which shall be implemented for dispersal at all times the premises is open for licensable activity.

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.

There shall be no speakers used for amplified music, speech or sound outside the building.

To avoid nuisance being caused to neighbours the premises licence holder, or other nominated person/staff, shall monitor

Continued from previous page...

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.

No waste/recyclable glass material, including bottles, shall be moved, removed or placed in areas outside the premises building between the hours of 19.00 and 08.00.

Patrons shall not remove from the premises late night refreshment provided at the premises.

The premises shall restrict deliveries to the hours of 08.00 and 19.00.

e) The protection of children from harm

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 service. 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.

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

Section 19 of 21

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

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

[Add another signatory](#)

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

1. Save this form to your computer by clicking file/save as...
2. Go back to <https://www.gov.uk/apply-for-a-licence/premises-licence/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

From: Duncan Craig
Sent: Thursday, May 9, 2024 12:32 PM
To: bw_licensing
Cc: Licensing
Subject: RE: Haus Lounge Limited; FAO Chris Jones

Dear Chris

These proposed conditions as set out in your email below are agreed by the applicant.
I have copied licensing in so that they are aware.

Many thanks.

Kind regards,

Duncan Craig

Barrister

[St Philips Chambers](#)

Birmingham | 55 Temple Row, Birmingham, B2 5LS | T: 0121 246 0200

Leeds | St Paul's House, 29 Park Square, Leeds, LS1 2PQ | T: 0113 244 6691



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DUNCAN CRAIG



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From: bw licensing
Sent: Tuesday, May 7, 2024 12:07 PM
To: Duncan Craig
Subject: Haus Lounge Limited; FAO Chris Jones

Good Afternoon Mr Craig,

As per our telephone conversation on Friday.

West Midlands Police have reviewed the application for Haus Lounge, 89 Holloway Head, Birmingham and would request the below conditions adding to the premises licence which are deemed appropriate and proportionate to promote the licensing objectives.

- **Persons working at, running or managing the premises under licence number 5426 will not be allowed to work at or have management responsibility for the premises, whether directly or indirectly under this licence, whether in a paid or unpaid capacity.**
- **For any 3rd party promoted event (whether fully or part promoted) the premises will notify West Midlands Police Central Licensing Team a minimum of 28 days prior to the event, with a risk assessment.**
- **No children under 18 years old will be allowed on the premises without an appropriate adult. Staff not to be left in sole of any child under 18.**
- **No children, under 18 allowed on the premises after 22.00, unless the premises is hired for a private function and not open to the general public.**

Please liaise with you client, awaiting your reply.

Regards and thanks



Chris Jones 55410

Birmingham Licensing Team
West Midlands Police

**Working in partnership, making communities
safer**



From: Harry Bevington
Sent: Tuesday, June 4, 2024 11:56 AM
To: Kerry cox Licensing
Cc: bw licensing
Subject: Re: Haus Lounge - 89 Holloway Head.

Hi Kerry,

This is great.

Thank you for your swift attention to this matter.

Best wishes,
Harry.

OFFICIAL

From: Kerry cox
Sent: Tuesday, June 4, 2024 11:54:26 AM
To: Licensing ; Harry Bevington
Cc: bw licensing
Subject: RE: Haus Lounge - 89 Holloway Head.

Hi Harry,

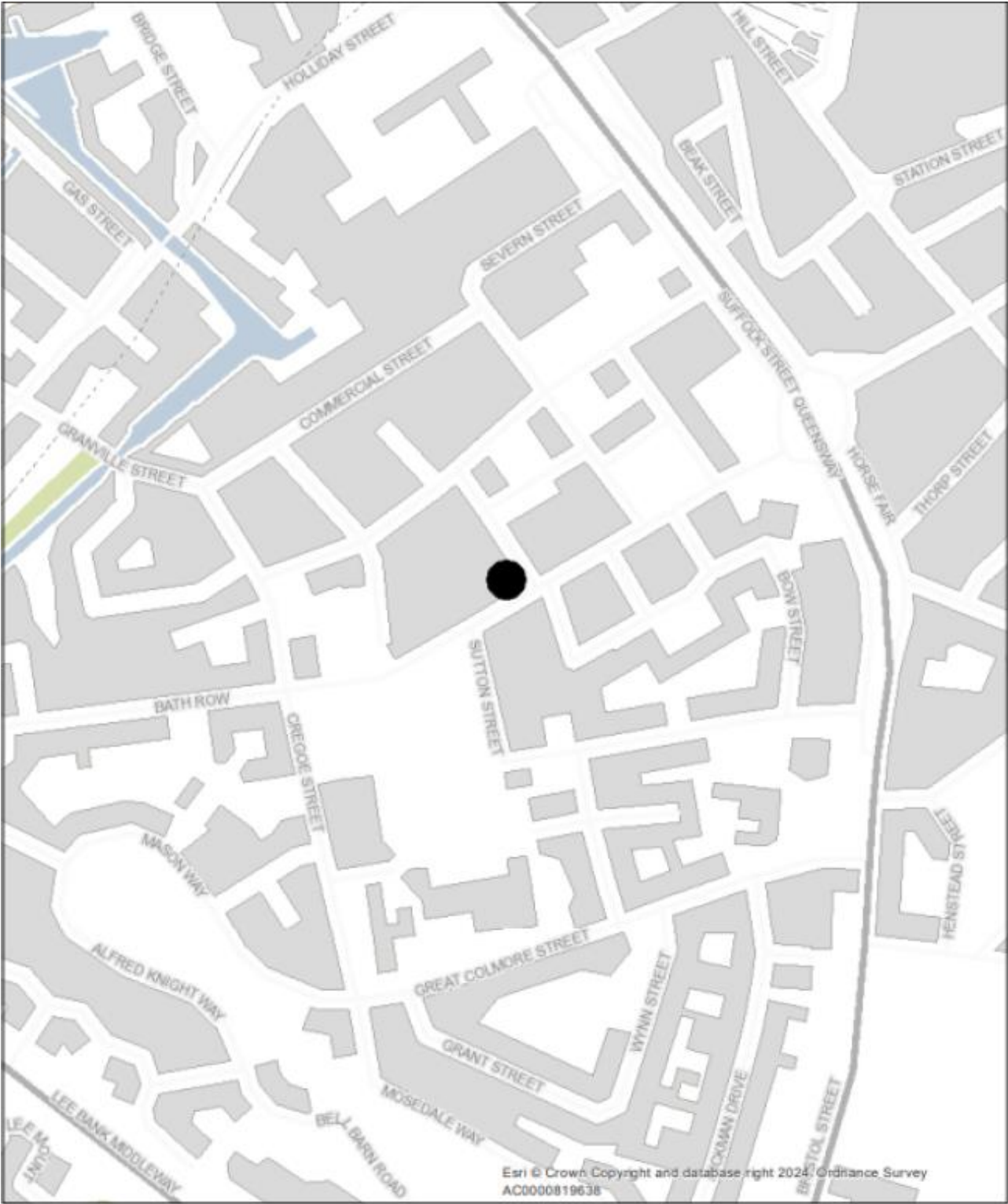
I am content with the wording as follows:

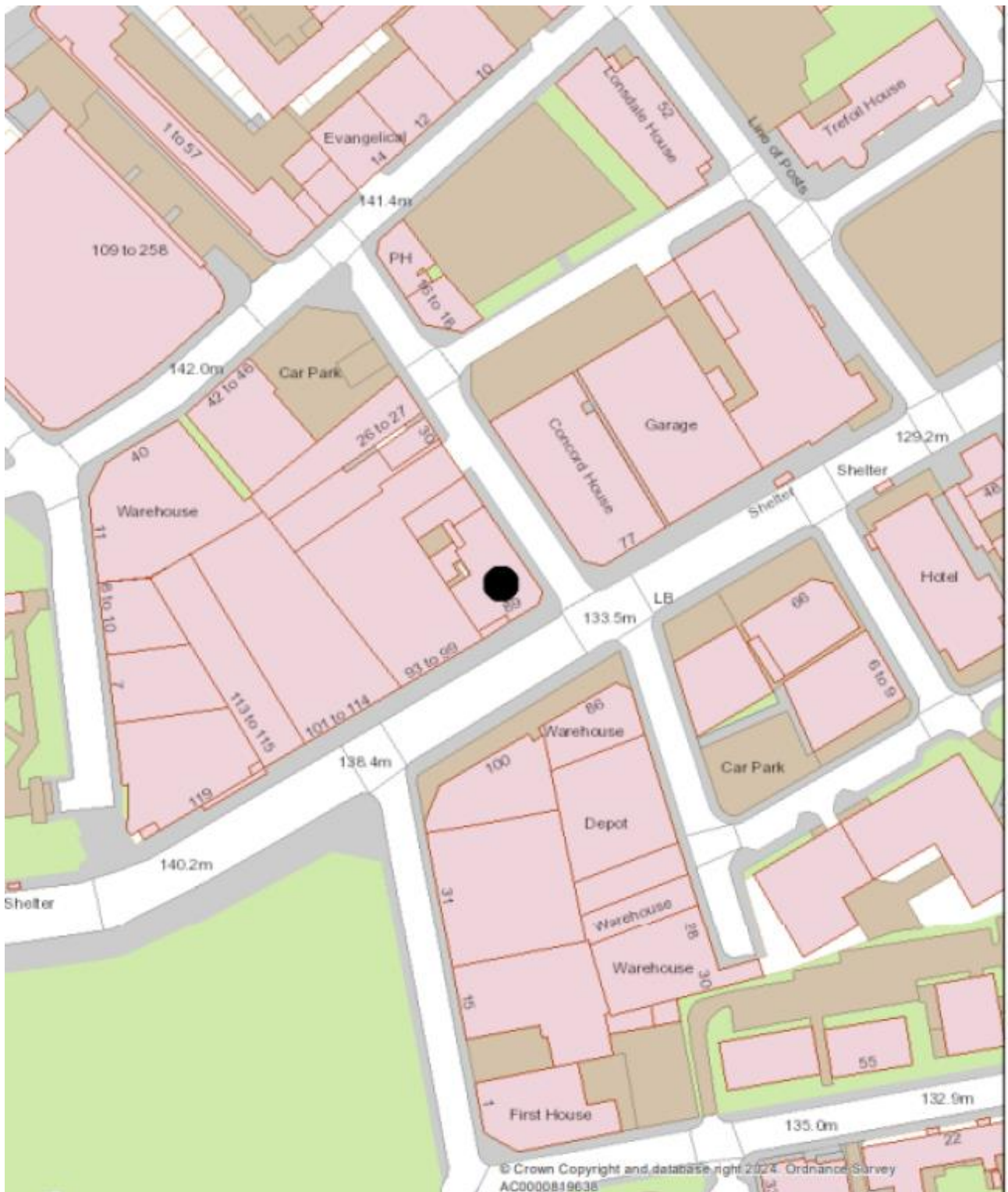
- The premises shall have a Noise Limiter in place at all times.
- The premises will have a Noise Management Plan in place.

If you aren't please let me know and forward the revised version to me.

Kind regards,
Kerry Cox

Associate of Duncan Craig (Barrister)
Licensing 182 Limited





SRI - Tax Accountants Ltd

255 Abbey road , Smethwick , West Midlands , B67 5NQ

. VAT Registration No - 185319292

Date – 21 June 2024

Amari 1 Ltd

89 Holloway Head

Birmingham

B1 1QP

TO WHOM IT MAY CONCERN

We have been instructed by the company director / shareholder to add Mr Olumide Olatunde Omotokunbo Amudipe as a director and 51% shareholder with Mr Ruary Marquis-Johnson being 49% shareholder as of 21 June 2024.

Please do not hesitate to contact us if you require any further details.

Kind Regards

I S Jheeta – Financial Accountant

Company incorporated and registered in England & Wales. Company Registration No – 08076987

(AP01) Appointment of director

Company Name: AMARI 1 LTD
Company Number: 07779292

*This is a summary of the information submitted to Companies House on **21/06/2024**. This document does **not** indicate that the submission has been successful. You will receive **separate** notification when the submission has been accepted or rejected.*

Date of appointment: 21/06/2024
Appointment as: Director

Name: MR OLUMIDE OLATUNDE OMOTOKUNBO AMUDIPE
Date of birth: x
Nationality: British
Occupation: Director
Country/State of residence: England
Previous Names:

Service Address:
Same as Registered Office Address

Residential Address: < Withheld >

(CS01) Confirmation statement

Company Name: AMARI 1 LTD
Company Number: 07779292

*This is a summary of the information submitted to Companies House on **21/06/2024**. This document does **not** indicate that the submission has been successful. You will receive **separate** notification when the submission has been accepted or rejected.*

Company Details

Company Type: Private company limited by shares
Confirmation 21/06/2024
Statement Date:

Confirmation statement:

I confirm that all information required to be delivered by the company pursuant to section 853A(1)(a) of the Companies Act 2006 in relation to the confirmation period ending on the confirmation date above either has been delivered or is being delivered with this statement.

Statement of Capital

Currency:	GBP
Number of shares issued:	100
Total aggregate value of shares issued:	1
Total aggregate amount unpaid:	0

Issued Share Capital Details:

	Number of	Aggregate
Class of share	shares issued	nominal value of issued shares
Ordinary Share	100	1

Prescribed particulars

EACH SHARE IS ENTITLED PARI PASSU TO DIVIDEND PAYMENTS OR ANY OTHER DISTRIBUTION EACH SHARE IS ENTITLED TO ONE VOTE IN ANY CIRCUMSTANCE

Details of Shareholdings

Class of share: Ordinary Share
Number Held: 49

Details of Shareholders

Ruary MARQUIS-JOHNSON

Class of share: Ordinary Share
Number Held: 51

Details of Shareholders

OLUMIDE OLATUNDE
OMOTOKUNBO AMUDIPE

Haus Lounge

Dispersal policy

1. After the sale of alcohol has ceased, patrons will be asked to leave quickly, quietly and to respect the venue's neighbours.
2. The premises will endeavour to maintain a slow stream of customers and guests leaving the venue.
3. When deployed, door supervisors will be proactive about dispersal of groups of people outside the venue.
4. Patrons will be encouraged to leave the area quickly and quietly.
5. When deployed, door supervisors will patrol the street outside the venue to ensure customers and guests leave the area quietly. Any customers and guests causing noise or disturbance will be asked to be quiet. Those that do not will be refused entry in the future.
6. The venue will actively encourage patrons to park their cars responsibly when they attend the premises and entry will be refused to patrons refusing to cooperate with this. There will be strictly no parking by patrons or anyone associated with the venue on the pavement outside the premises.
7. As customers leave and the venue empties, when deployed door supervisors from inside the venue will be posted outside to assist with dispersal, as appropriate.
8. Guests will not be allowed to take drinks with them as they leave. Security will be posted at the exit to prevent this happening.
9. A taxi service will be available to patrons. Taxis will be discouraged from parking in a way to cause nuisance to neighbouring properties.
10. The tempo of music will be slowed down and the volume will be lowered gradually at the end of the night to encourage guests exit in a calm manner.
11. The brightness of the lighting inside will be increased gradually as part of a 'cooling off' period.
12. Notices will be prominently displayed at exits requesting the guests to respect the needs of local residents and to leave the venue and the area quietly.

14/06/2024

Dear Sirs,

Re: Licensing Act 2003 – New Premises Licence Application – Formal Representation
Haus Lounge Ltd, 89 Holloway Head, Birmingham B1 1QP

We are acting on behalf of Mao Wah Ltd, the freehold owner of these premises and we have been notified of an application for a new premises licence submitted by Haus Lounge Ltd/ Olumide Olatunde Omotokunbo Amudipe.
(Refer to Appendix 1 and Appendix 2)

Freeholder/ Landlord

Mao Wah Ltd is the freehold owner of the premises located at 89 Holloway Head, Birmingham B1 1QP. *(Refer to Appendix 3 and Appendix 9)*. The premises are subject to a registered lease granted to Amari 1 Ltd. *(Refer to Appendix 5)*

Leaseholder/ Tenant

Mr Le Hoai Nam was the Director and Shareholder of Amari 1 Ltd until 12.04.2024. The current director and shareholder of Amari 1 Ltd is Ruary Marquis-Johnson.
(Refer to Appendix 4)

The tenant operates his/her/its own business from the premises. The lease agreement makes it clear that all operational responsibilities for the premises rest with the tenant. There is **no tenancy agreement in favour of Haus Lounge Ltd / Olumide Olatunde Omotokunbo Amudipe** and they have **no operational control over the licensable business** at these premises.

Holloway Club Premises License 5426 Revoked

Holloway Club Ltd/ Mr Le Hoai Nam has been paying rent on behalf of Amari 1 Ltd for the premises. *(Refer to Appendix 6 and Appendix 7)*.

The Premises was trading under the name of “King VN” with Holloway Club Ltd Premises License Number 5426 since 2021 until it was revoked. According to the West Midlands Police website, the suspension of the licence follows a police warrant executed on Saturday 6 January, where a large amount of class A and B drugs were found, along with cash totalling over £30,000. Two people aged 38 and 35 were arrested at the scene and have since been released on bail as enquiries are ongoing. . *(Refer to Appendix 8)*

Unlawful Occupation

Unlike the usual situation of landlord and tenant, neither Haus Lounge Ltd nor Olumide Olatunde Omotokunbo Amudipe nor their representatives have made any attempts to contact Mao Wah Ltd regarding the proposed use of the premises. Haus Lounge Ltd does not have any legal or contractual relationship with Mao Wah Ltd and therefore lacks any legal basis to occupy the premises.

Similarly, Amari 1 Ltd and their representatives also failed to contact Mao Wah Ltd to seek landlord’s consent for either assigning the lease or subletting the premises to either Haus Lounge Ltd or Olumide Olatunde Omotokunbo Amudipe.

Mao Wah Ltd relies solely on the premises address for communication with representatives of Amari 1 Ltd, as well as individuals such as Ruary Marquis-

Johnson, Haus Lounge Ltd and Olumide Olatunde Omotokunbo Amudipe. Other than the physical location provided on the Companies House details, there are no alternative method to contact these parties.

Under the terms the lease, Amari 1 Ltd shall not assign/ underlet the lease without the consent of the landlord, such consent not to be unreasonably withheld or delayed.

Not carrying on nor proposing to carry on a licensable business at the Premises

If Haus Lounge Ltd or Olumide Olatunde Omotokunbo Amudipe are solely the premises licence holder and do not intend to engage in trading the licensable business, then who will be the company or individual overseeing the day-to-day management of the business and serving as the ultimate person responsible for the entirety of the Business? Who is responsible for rent, business rates, staff recruitment, salary, PAYE, VAT, Tax, utility bills, income and expenditure, employer's liability insurance, public liability insurance and all other regulatory matters?

Haus Lounge Ltd or Olumide Olatunde Omotokunbo Amudipe do not hold a tenancy for the premises and have **no operational control over the licensable business**.

Unpaid Business Rates

It is with great regret that Amari 1 Ltd has failed to make payments to the Birmingham City Council for their Business Rates at the premises on multiple occasions. Due to this unpaid debt, an Equitable Charge was created by an interim charging order of the County Court Money Claims Centre dated on 23.01.2023 in favour of Birmingham City Council. *(Refer to Appendix 5)*.

Following this January 2023 outstanding debt to Birmingham City Council resulting to the equitable charge on Amari 1 Ltd. Chi Lam Wealth Management Ltd (the previous Freeholder of the premises) had received a Court Summons issued on 15.09.2023 for yet another unpaid Business Rates related to the Premises, totalling £32,157.37. This Court Summons issued to Chi Lam Wealth Management Ltd was later withdrawn by Birmingham City Council recognizing that the debtor should have been Amari 1 Ltd. *(Refer to Appendix 10)*.

As of today, it remains uncertain whether the outstanding business rates related to the premises has been fully paid up-to-date.

Given the premise's colourful history and background, we kindly invite the licensing committee to carefully consider the premises licence application of Haus Lounge Ltd / Olumide Olatunde Omotokunbo Amudipe. *(Refer to Appendix 11)*.

Mao Wah Ltd is strongly and formally objecting to the granting of the new premises licence due to concerns related to the prevention of crime and disorder; Public safety; the prevention of public nuisance; and the protection of children from harm.

Kind regards
Ms Dorian Chan
For & On Behalf of
Mao Wah Ltd

Appendix

1. Appendix 1

Haus Lounge Ltd Application for a Premises Licence

2. Appendix 2

Haus Lounge Ltd - Premises License Applicant

Company number: 15661532

Incorporated on: 19 April 2024

Nature of Business: 56301 - Licensed clubs

Director: **Olumide Olatunde Omotokunbo Amudipe**

Persons with Significant Control: **Olumide Olatunde Omotokunbo Amudipe**

<https://find-and-update.compan>

information.service.gov.uk/company/12123360

3. Appendix 3

Mao Wah Ltd - Freeholder

Company number: 04671374

Incorporated on: 19 February 2003

Nature of Business: 68209 - Other letting and operating of own or leased real estate

Director: Kin Bong Lam

Persons with Significant Control: Kin Bong Lam

<https://find-and-update.compan>

information.service.gov.uk/company/04671374

Premises License Number: 1952

Start Date: 04.07.2012

Premises Details: HNDRX 89 Holloway Head, Birmingham B1 1QP

4. Appendix 4

Amari 1 Ltd - Leaseholder

Company number 07779292

Incorporated on: 19 September 2011

Nature of Business: 93290 - Other amusement and recreation activities not elsewhere classified

Director: **Ruary Marquis-Johnson**

Persons with Significant Control: **Ruary Marquis-Johnson**

<https://find-and-update.compan>

information.service.gov.uk/company/07779292

Without Premises License

5. Appendix 5

Amari 1 Ltd Registered Lease with an equitable charge in favour of Birmingham City Council

6. **Appendix 6**

Holloway Club Ltd – Rent Payer on behalf of Leaseholder Amari 1 Ltd For the Premises

Company number: 12123360

Incorporated on: 26 July 2019

Nature of Business: 56301 - Licensed clubs

Director: **Le Hoai Nam**

Persons with Significant Control: **Le Hoai Nam and Miss Thi Van**

[https://find-and-update.company-](https://find-and-update.company-information.service.gov.uk/company/12123360)

[information.service.gov.uk/company/12123360](https://find-and-update.company-information.service.gov.uk/company/12123360)

Premises License Number: 5426 (Premises License Revoked)

Start Date: 30.09.2021

Premises Details: Holloway Club King VN 89 Holloway Head, Birmingham B1 1QP

7. **Appendix 7**

Amari 1 Ltd Rent Invoice and Bank Statement

8. **Appendix 8**

Holloway Club Ltd – Premises License before it was revoked

9. **Appendix 9**

Mao Wah Ltd - Land Registry Title Register

10. **Appendix 10**

Unpaid Business Rates Court Summon

11. **Appendix 11**

Adverse History on all different companies trading at the Premises under the Amari 1 Ltd 21 registered Lease

Appendix 1

* 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

KC/14/24

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

Olumide

* Family name

Amudipe

* 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.

Applicant Business

Is the applicant's business registered in the UK with Companies House?

☒ Yes ☐ No

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

Registration number

15661532

Business name

Haus Lounge Ltd

If the applicant's business is registered, use its registered name.

VAT number

-

Put "none" if the applicant is not registered for VAT.

Legal status

Private Limited Company

Continued from previous page...

Applicant's position in the business

Director

Home country

United Kingdom

The country where the applicant's headquarters are.

Registered Address

Address registered with Companies House.

Building number or name

89

Street

Holloway Head

District

City or town

Birmingham

County or administrative area

Postcode

B1 1QP

Country

United Kingdom

Agent Details

* First name

Kerry

* Family name

Cox

* E-mail

Main telephone number

Include country code.

Other telephone number

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

☐ A private individual acting as an agent

Agent Business

Is your business registered in the UK with Companies House?

☒ Yes

☐ No

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

Registration number

14006118

Business name

Licesning 182 Application Services

If your business is registered, use its registered name.

VAT number

-

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

Legal status

Private Limited Company

Continued from previous page...

Your position in the business

Home country

The country where the headquarters of your business is located.

Agent Registered Address

Address registered with Companies House.

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

Section 2 of 21

PREMISES DETAILS

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

Premises Address

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

☒ Address ☐ OS map reference ☐ Description

Postal Address Of Premises

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

Further Details

Telephone number

Non-domestic rateable value of premises (£)

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 His 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	<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"/>

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	<input type="text"/>
Telephone number	<input type="text"/>
Other telephone number	<input type="text"/>
* Date of birth	<input type="text"/> / <input type="text"/> / <input type="text"/> dd mm yyyy
* Nationality	<input type="text"/>
Right to work share code	<input type="text"/>

Documents that demonstrate entitlement to work in the UK

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? 28 / 05 / 2024
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.

Lounge Restaurant Club

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.

Continued from previous page...

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.

New Year's Eve - Licensable activities extended from the end of permitted hours on New Year's Eve to the start of Permitted hours on New Year's Day
On Bank Holidays, licensable activities will be extended by 1 hour
On the commencement of British Summer time, one further hour to be added to the above time for the cessation of licensable activities

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

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.

TUESDAY

Start

Start

End

End

WEDNESDAY

Start

Start

End

End

THURSDAY

Start

Start

End

End

FRIDAY

Start

Start

End

End

Continued from previous page...

SATURDAY

Start 10:00

End 23:59

Start 00:00

End 04:30

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 Year's Eve - Licensable activities extended from the end of permitted hours on New Year's Eve to the start of Permitted hours on New Year's Day
On Bank Holidays, licensable activities will be extended by 1 hour
On the commencement of British Summer time, one further hour to be added to the above time for the cessation of licensable activities

Section 12 of 21

PROVISION OF PERFORMANCES OF DANCE

Will you be providing performances of dance?

☒ 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 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.

Continued from previous page...

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

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

New Year's Eve - Licensable activities extended from the end of permitted hours on New Year's Eve to the start of Permitted hours on New Year's Day
On Bank Holidays, licensable activities will be extended by 1 hour
On the commencement of British Summer time, one further hour to be added to the above time for the cessation of licensable activities

Section 13 of 21

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

Continued from previous page...

SATURDAY

Start End

Start End

SUNDAY

Start End

Start End

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 Year's Eve - Licensable activities
extended from the end of permitted hours
on New Year's Eve to the start of Permitted
hours on New Year's Day
On Bank Holidays, licensable activities will
be extended by 1 hour
On the commencement of British Summer
time, one further hour to be added to the
above time for the cessation of licensable
activities

Section 14 of 21

LATE NIGHT REFRESHMENT

Continued from previous page...

Will you be providing late night refreshment?

☒ 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

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.

Continued from previous page...

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 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 Year's Eve - Licensable activities
extended from the end of permitted hours
on New Year's Eve to the start of Permitted
hours on New Year's Day
On Bank Holidays, licensable activities will
be extended by 1 hour
On the commencement of British Summer
time, one further hour to be added to the
above time for the cessation of licensable
activities

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

Continued from previous page...

FRIDAY

Start

End

Start

End

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 Year's Eve - Licensable activities extended from the end of permitted hours on New Year's Eve to the start of Permitted hours on New Year's Day
On Bank Holidays, licensable activities will be extended by 1 hour
On the commencement of British Summer time, one further hour to be added to the above time for the cessation of licensable activities

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

Name

First name

Family name

Continued from previous page...

Date of birth

	/		/	
dd		mm		yyyy

Enter the contact's address

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

Personal Licence number
(if known)

WS/PEL/3261

Issuing licensing authority
(if known)

Walsall Council

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

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

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 Year's Eve - Licensable activities
extended from the end of permitted hours
on New Year's Eve to the start of Permitted
hours on New Year's Day
On Bank Holidays, licensable activities will

Continued from previous page...

be extended by 1 hour

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

Section 18 of 21

LICENSING OBJECTIVES

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

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

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

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. 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.

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.

A copy of the premises' dispersal/drugs /security/vulnerability policies 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.

b) The prevention of crime and disorder

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.

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

Continued from previous page...

iv. Any visit by a responsible authority or emergency service

The 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.

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. The refusals record must be made available to West Midlands Police or an Officer of a Responsible Authority on request, or during an inspection.

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.

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

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.

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

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, 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

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

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

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

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.

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

The licence holder shall ensure that no waste shall be left outside except in the bin store to the rear of the premises.

The premises shall clear the area immediately in front of the building of any waste before and after it operates.

The premises shall have a documented dispersal policy which shall be implemented for dispersal at all times the premises is open for licensable activity.

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.

There shall be no speakers used for amplified music, speech or sound outside the building.

To avoid nuisance being caused to neighbours the premises licence holder, or other nominated person/staff, shall monitor

Continued from previous page...

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.

No waste/recyclable glass material, including bottles, shall be moved, removed or placed in areas outside the premises building between the hours of 19.00 and 08.00.

Patrons shall not remove from the premises late night refreshment provided at the premises.

The premises shall restrict deliveries to the hours of 08.00 and 19.00.

e) The protection of children from harm

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.

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

Section 19 of 21

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.

Section 21 of 21

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

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

OFFICE USE ONLY

Applicant reference number	<input type="text" value="KC/14/24"/>
Fee paid	<input type="text"/>
Payment provider reference	<input type="text"/>
ELMS Payment Reference	<input type="text"/>
Payment status	<input type="text"/>
Payment authorisation code	<input type="text"/>
Payment authorisation date	<input type="text"/>
Date and time submitted	<input type="text"/>
Approval deadline	<input type="text"/>
Error message	<input type="text"/>
Is Digitally signed	<input type="checkbox"/>

[1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#) [11](#) [12](#) [13](#) [14](#) [15](#) [16](#) [17](#) [18](#) [19](#) [20](#) [21](#) [Next >](#)

Appendix 2

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HAUS LOUNGE LTD

Company number **15661532**

[Unfollow this company](#)

File for this company
(https://beta.companieshouse.gov.uk/company/15661532/authorise?return_to=/company/15661532)

Overview

[Filing history](#)

[People](#)

[More](#)

Registered office address

89 Holloway Head, Birmingham, England, B1 1QP

Company status

Active

Company type

Private limited Company

Incorporated on

19 April 2024

Accounts

First accounts made up to **30 April 2025**
due by **19 January 2026**

Confirmation statement

First statement date **18 April 2025**
due by **2 May 2025**

Nature of business (SIC)

- 56301 - Licensed clubs

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HAUS LOUNGE LTD

Company number **15661532**

[Unfollow this company](#)

File for this company
(https://beta.companieshouse.gov.uk/company/15661532/authorise?return_to=/company/15661532/officers)

[Overview](#)

[Filing history](#)

[People](#)

[More](#)

- [Officers](#)
- [Persons with significant control \(/company/15661532/persons-with-significant-control\)](/company/15661532/persons-with-significant-control)

Filter officers

☐

Current officers

[Apply filter](#)

1 officer / 0 resignations

[AMUDIPE, Olumide Olatunde Omotokunbo](#)

Correspondence address **89 Holloway Head, Birmingham, United Kingdom, B1 1QP**

Role Active **Director**

Date of birth **December 1985**

Appointed on **19 April 2024**

Nationality **British**

Country of residence **United Kingdom**

Occupation **Director**

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HAUS LOUNGE LTD

Company number **15661532**

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[Overview](#) [Filing history](#) [People](#) [More](#)

- [Officers \(/company/15661532/officers\)](/company/15661532/officers)
- [Persons with significant control](#)

1 active person with significant control / 0 active statements

Mr Olumide Olatunde Omotokunbo Amudipe Active

Correspondence address **89 Holloway Head, Birmingham, United Kingdom, B1 1QP**

Notified on **19 April 2024**

Date of birth **December 1985**

Nationality **British**

Country of residence **United Kingdom**

Nature of control **Ownership of shares – 75% or more**
Ownership of voting rights - 75% or more **Right to appoint or remove directors**

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Appendix 3

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MAO WAH LIMITED

Company number **04671374**

[Follow this company](#)

[File for this company](#)
(https://beta.companieshouse.gov.uk/company/04671374/authorise?return_to=/company/04671374)

Overview

[Filing history](#)

[People](#)

[Charges](#)

[More](#)

Registered office address

98 Bristol Road, Birmingham, England, B5 7XH

Company status

Active

Company type

Private limited Company

Incorporated on

19 February 2003

Accounts

Next accounts made up to **31 December 2024**
due by **30 September 2025**

Last accounts made up to **31 December 2023**

Confirmation statement

Next statement date **11 February 2025**
due by **25 February 2025**

Last statement dated **11 February 2024**

Nature of business (SIC)

- 68209 - Other letting and operating of own or leased real estate

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Appendix 4

Find and update company information

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AMARI 1 LTD

Company number **07779292**

[Unfollow this company](#)

[File for this company](#)
(https://beta.companieshouse.gov.uk/company/07779292/authorise?return_to=/company/07779292)

Overview

[Filing history](#)

[People](#)

[More](#)

Registered office address

89 Holloway Head, Birmingham, England, B1 1QP

Company status

Active

Company type

Private limited Company

Incorporated on

19 September 2011

Accounts

Next accounts made up to **30 September 2023**

due by **30 June 2024**

Last accounts made up to **30 September 2022**

Confirmation statement

Next statement date **13 April 2025**

due by **27 April 2025**

Last statement dated **13 April 2024**

Nature of business (SIC)

- 93290 - Other amusement and recreation activities not elsewhere classified

Previous company names

Name	Period
SUNSET BIRMINGHAM LTD.	04 Oct 2011 - 25 Nov 2016
SUNSET STRIP LTD	19 Sep 2011 - 04 Oct 2011

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AMARI 1 LTD

Company number **07779292**

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File for this company
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[Filing history](#)

[People](#)

[More](#)

- [Officers](#)
- [Persons with significant control \(/company/07779292/persons-with-significant-control\)](/company/07779292/persons-with-significant-control)

Filter officers

☐

Current officers

[Apply filter](#)

12 officers / 11 resignations

MARQUIS-JOHNSON, Ruary

Correspondence address **89 Holloway Head, Birmingham, England, B1 1QP**

Role Active **Director**

Date of birth **February 1988**

Appointed on **12 April 2024**

Nationality **British**

Country of residence **England**

Occupation **Director**

O'DONNELL, Angelina

Correspondence address

2 Hodnell Close, Castle Bromwich, Birmingham, West Midlands, England, B36 9SF

Role Resigned **Secretary**

Appointed on **19 September 2011**

Resigned on **23 April 2015**

ARCHER, Graeme

Correspondence address

Manor House, Manor Lane, Halesowen., Manor Lane, Halesowen, England, B62 8PU

Role Resigned **Director**

Date of birth **September 1969**

Appointed on **20 November 2017**

Resigned on **16 July 2018**

Nationality **British**

Country of residence **U.K**

Occupation **Businessman**

ARTHURS, Tracey

Correspondence address **89 Holloway Head, Birmingham, England, B1 1QP**

Role Resigned **Director**

Date of birth **October 1971**

Appointed on **1 July 2019**

Resigned on **28 July 2021**

Nationality **British**

Country of residence **England**

Occupation **Director**

LANGSTON, Nathan John

Correspondence address **89 Holloway Head, Birmingham, England, B1 1QP**

Role Resigned **Director**

Date of birth **June 1983**

Appointed on **23 April 2015**

Resigned on **24 November 2016**

Nationality **British**

Country of residence **United Kingdom**

Occupation **Entrepreneur**

NAM, Le Hoai

Correspondence address **89 Holloway Head, Birmingham, England, B1 1QP**

Role Resigned **Director**

Date of birth **August 1988**

Appointed on **28 July 2021**

Resigned on **12 April 2024**

Nationality **Vietnamese**

Country of residence **England**

Occupation **Director**

O'DONNELL, Angelina

Correspondence address
2 Hodnell Close, Castle Bromwich, Birmingham, West Midlands, England, B36 9SF

Role Resigned **Director**

Date of birth **January 1968**

Appointed on **19 September 2011**

Resigned on **23 April 2015**

Nationality **British**

Country of residence **England**

Occupation **Director**

PARMAR, Raj

Correspondence address **89 Holloway Head, Birmingham, England, B1 1QP**

Role Resigned **Director**

Date of birth **January 1961**

Appointed on **16 July 2018**

Resigned on **25 July 2018**

Nationality **British**

Country of residence **England**

Occupation **Businessman**

PARMAR, Raj

Correspondence address **89 Holloway Head, Birmingham, England, B1 1QP**

Role Resigned **Director**

Date of birth **January 1961**

Appointed on **15 May 2017**

Resigned on **20 November 2017**

Nationality **British**

Country of residence **United Kingdom**

Occupation **Club Owner**

SAMRA, Manpreet Singh

Correspondence address **59 Salop Drive, Oldbury, England, B68 9AG**

Role Resigned **Director**

Date of birth **November 1980**

Appointed on **24 November 2016**

Resigned on **15 May 2017**

Nationality **British**

Country of residence **England**

Occupation **Company Director**

SPERIN, Adam

Correspondence address **89 Holloway Head, Birmingham, England, B1 1QP**

Role Resigned **Director**

Date of birth **May 1984**

Appointed on **15 May 2017**

Resigned on **20 November 2017**

Nationality **British**

Country of residence **England**

Occupation **Night Club Owner**

WALKER, Jeremy Mark

Correspondence address **89 Holloway Head, Birmingham, England, B1 1QP**

Role Resigned **Director**

Date of birth **April 1961**

Appointed on **25 July 2018**

Resigned on **1 July 2019**

Nationality **British**

Country of residence **England**

Occupation **Business Executive**

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AMARI 1 LTD

Company number **07779292**

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[Overview](#) [Filing history](#) [People](#) [More](#)

- [Officers \(/company/07779292/officers\)](/company/07779292/officers)
- [Persons with significant control](#)

0 active persons with significant control / 0 active statements

Mr Le Hoai Nam Ceased

Correspondence address **89 Holloway Head, Birmingham, England, B1 1QP**

Notified on **1 July 2021**

Ceased on **12 April 2024**

Date of birth **August 1988**

Nationality **Vietnamese**

Country of residence **England**

Nature of control **Ownership of shares – 75% or more**
Ownership of voting rights - 75% or more

Miss Tracey Arthurs Ceased

Correspondence address **89 Holloway Head, Birmingham, England, B1 1QP**

Notified on **1 July 2019**

Ceased on **1 July 2021**

Date of birth **October 1971**

Nationality **British**

Country of residence **England**

Nature of control **Ownership of shares – 75% or more**
Ownership of voting rights - 75% or more

Mr Jeremy Mark Walker Ceased

Correspondence address **89 Holloway Head, Birmingham, England, B1 1QP**

Notified on **25 July 2018**

Ceased on **1 July 2019**

Date of birth **April 1961**

Nationality **British**

Country of residence **England**

Nature of control **Ownership of shares – 75% or more**

Mr Manprett Singh Samra Ceased

Correspondence address **59 Salop Drive, Oldbury, England, B68 9AG**

Notified on **24 November 2016**

Ceased on **1 April 2017**

Date of birth **November 1980**

Nationality **British**

Country of residence **England**

Nature of control **Has significant influence or control**
Has significant influence or control over the trustees of a trust
Has significant influence or control as a member of a firm

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Appendix 5

Title register for:

89 Holloway Head, Birmingham, B1 1QP (Leasehold)

Title number: MM3547

Accessed on 29 May 2024 at 17:28:29

This information can change if we receive an application. This service can not tell you if HM Land Registry are dealing with an application.



This is not an official copy. It does not take into account if there's a pending application with HM Land Registry. If you need to prove property ownership, for example, for a court case, you'll need to order an official copy of the register.

Register summary

Title number	MM3547
---------------------	--------

Registered owners	Amari 1 Ltd
--------------------------	-------------

	89 Holloway Head, Birmingham B1 1QP
--	-------------------------------------

Last sold for	No price recorded
----------------------	-------------------

A: Property Register

This register describes the land and estates comprised in this title.

Entry number	Entry date	
---------------------	-------------------	--

1	2012-04-20	WEST MIDLANDS : BIRMINGHAM
---	------------	----------------------------

The Leasehold land shown edged with red on the plan of the above title filed at the Registry and

		being 89 Holloway Head, Birmingham (B1 1QP).
2	2012-04-20	<p>Short particulars of the lease(s) (or under-lease(s)) under which the land is held:</p> <p>Date : 23 February 2012</p> <p>Term : 21 years from 23 February 2012</p> <p>Parties : (1) Chi Lam Wealth Management Limited</p> <p>(2) Sunset Birmingham Limited</p> <p>(3) Stefanos Neophytou</p>
3	2012-04-20	The Lease prohibits or restricts alienation.
4	2012-04-20	The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Class of Title: Title absolute

Entry number	Entry date	
--------------	------------	--

1	2012-04-20	PROPRIETOR: AMARI 1 LTD (Co. Regn. No. 07779292) of 89 Holloway Head, Birmingham B1 1QP.
2	2012-04-20	RESTRICTION: 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 18-20 of the registered lease have been complied with.

C: Charges Register

This register contains any charges and other matters that affect the land.

Class of Title: Title absolute

Entry number	Entry date	
1	2012-04-20	The land is subject to the rights reserved by the registered lease.
2	2012-04-20	<p>A Conveyance of the freehold estate in the land in this title dated 18 February 1975 made between (1) The City of Birmingham District Council (Corporation) and (2) H. P. Bulmer Limited (Purchaser) contains the following covenants:-</p> <p>"The Purchaser hereby covenants with the Corporation for the benefit of the adjoining adjacent or neighbouring land of the Corporation and every part thereof or so much thereof as is capable of benefiting by this covenant to observe and perform in relation to the said land the following covenants:</p> <p>(a) That the said premises shall not (without the written consent of the Corporation such consent not to be unreasonably withheld) be used otherwise than as a public house with manager's accomadation ancillary thereto.</p> <p>(b) That vehicles attending on the premises shall not be allowed to load or unload supplies of goods on the adjacent highways but all such loading and unloading shall take place wthin the curtilage of the said premises."</p>
3	2012-04-20	<p>The land is subject to the following rights reserved by the Conveyance dated 18 Febuary 1975 referred to above:-</p> <p>"Excepting and Reserving to the Corporation and its successors in title for the benefit of the</p>

adjoining or adjacent land now owned by the Corporation or such part or parts thereof as are capable of benefiting thereby the rights set out in the second schedule hereto.

THE SECOND SCHEDULE before referred to

FIRST (i) the right to have the buildings now standing or which may hereafter be erected on any adjoining or adjacent land of the Corporation supported laterally by the buildings now or hereafter erected on the premises hereby conveyed.

SECONDLY (ii) the full right and liberty to build up to the extreme boundaries of such adjacent or adjoining land to any height notwithstanding that any such building may interfere with the light and air now or at any time hereafter enjoyed by the buildings on the premises hereby conveyed to the intent that all light and air at any time enjoyed by the leave and licence of the Corporation or their successors in title as aforesaid.

THIRDLY (iii) the free and uninterrupted passage and running of water and soil gas and electricity from such adjoining or adjacent land through the sewers drains and watercourses pipes cables and electric lines (including telephone lines) which now are or may hereafter be in or under the premises hereby conveyed.

FOURTHLY (iv) the right to enter on the land hereby conveyed for the maintaining repairing cleansing altering or erecting any buildings on the adjoining or adjacent land of the Corporation subject to the Corporation making good forthwith all damage caused thereby to the said land.

AND FIFTHLY (v) the right to deal with any adjoining or adjacent land in any manner they think

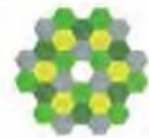
fit as if it were the property of a stranger."

4	2023-02-01	Equitable charge created by an interim charging order of the County Court Money Claims Centre dated 23 January 2023 in favour of Birmingham City Council (Court Reference K05YX236).
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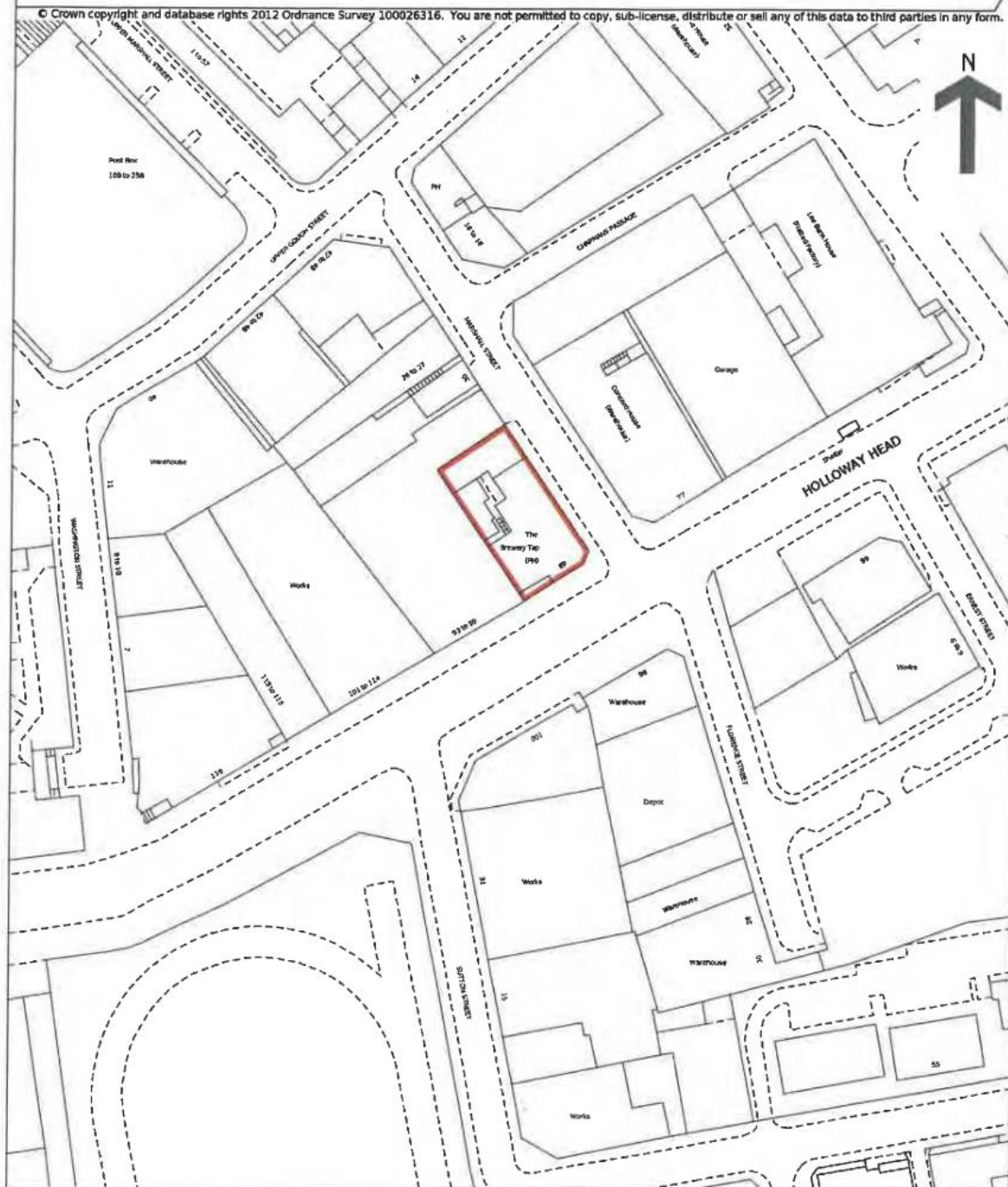
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HM Land Registry Current title plan

Title number **MM3547**
Ordnance Survey map reference **SP0686SE**
Scale **1:1250**
Administrative area **West Midlands :**
Birmingham



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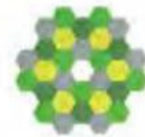
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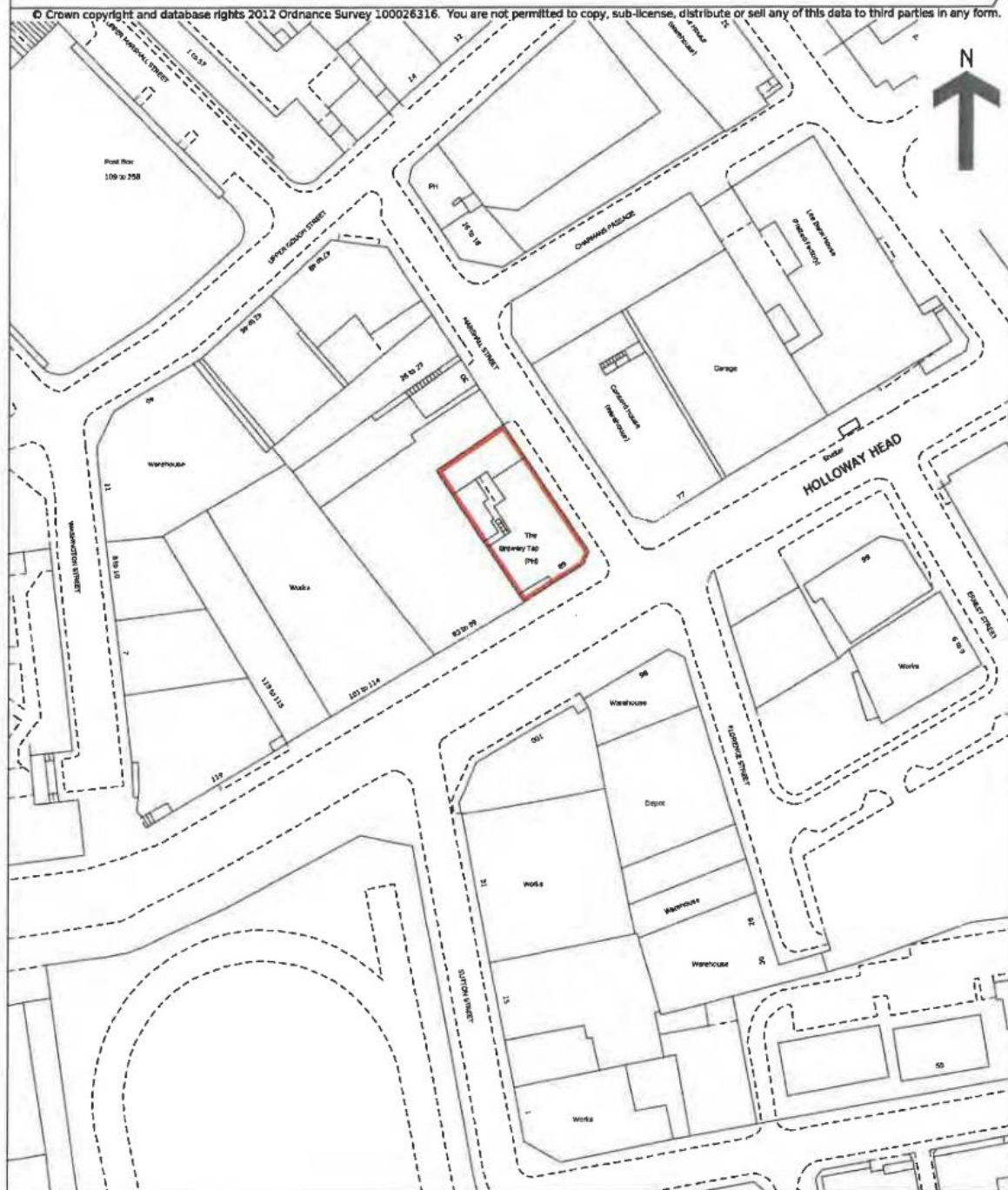
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HM Land Registry Current title plan

Title number **MM3547**
Ordnance Survey map reference **SP0686SE**
Scale **1:1250**
Administrative area **West Midlands :**
Birmingham



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DATED

73 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

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

T.A. KHOO SOLICITORS
WE HEREBY CERTIFY
THIS TO BE
A TRUE COPY OF THE ORIGINAL
Maw 27th/12

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PRESCRIBED CLAUSES

LR1. Date of lease

23 February

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

(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

THIS LEASE is dated 23 day of February 2012

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,

- (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

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.

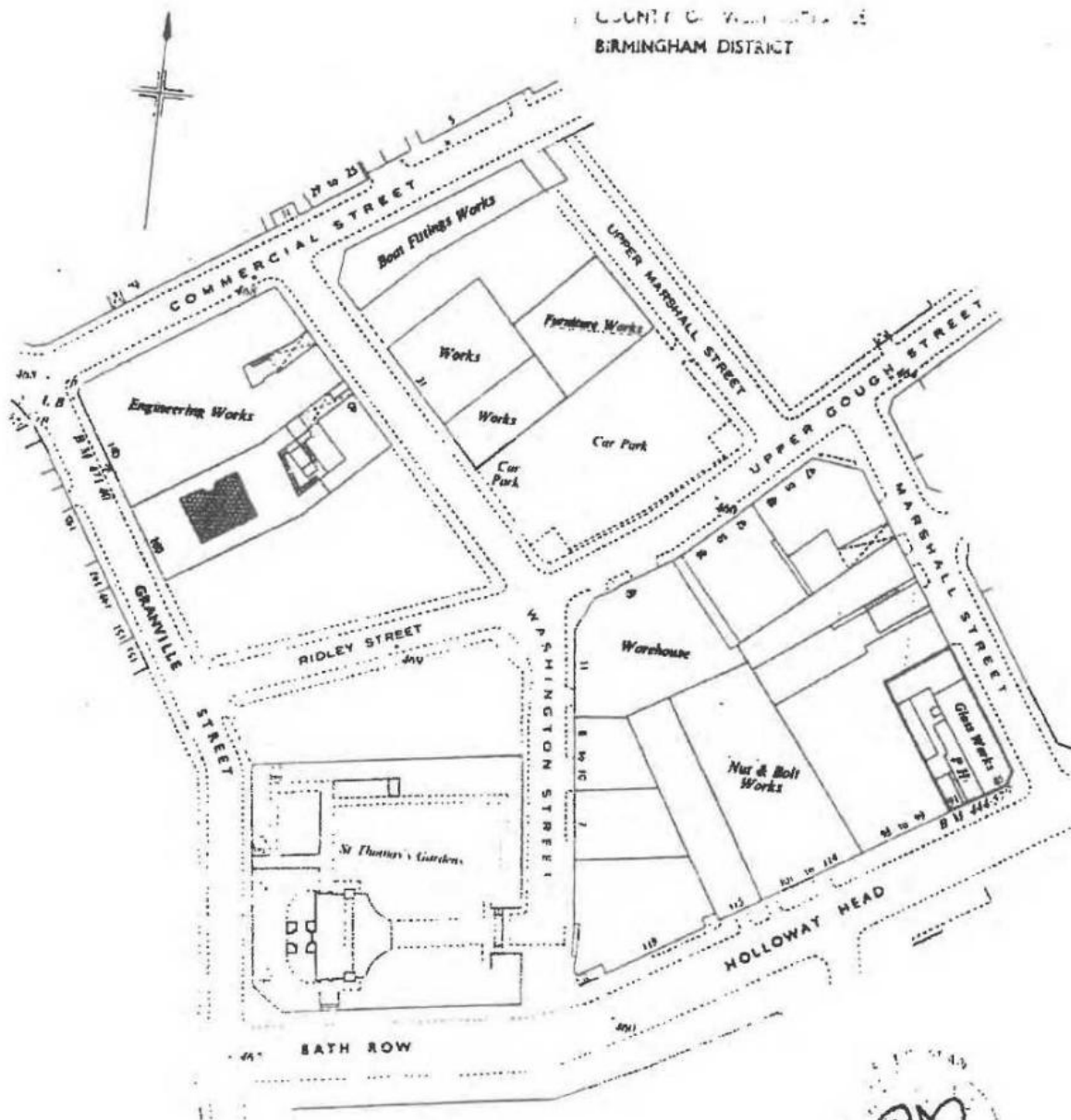
Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the entries numbers 1 and 2 in the charges register of title number WM16053.

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**

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



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 Guarantors 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

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;

- (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

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

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.

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

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

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.

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.

- 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.

- 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.

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

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

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~~

- (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

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.

SCHEDULE 2
TENANT'S WORKS

[To be confirmed]



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:



Director

Director/Secretary

I

Executed as a Deed by
SUNSET BIRMINGHAM LIMITED
acting by  a director
in the presence of:-



Witness signature:



Print name:



Address:



Occupation:



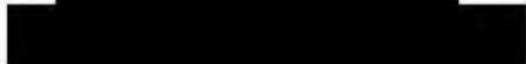
Signed as a Deed by the said
STEFANOS NEOPHYTOU
in the presence of:-



Witness signature:



Print name:



Address:



Occupation:



Appendix 6

Find and update company information

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HOLLOWAY CLUB LTD

Company number **12123360**

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File for this company
(https://beta.companieshouse.gov.uk/company/12123360/authorise?return_to=/company/12123360)

Overview

[Filing history](#)

[People](#)

[More](#)

Registered office address

89 Holloway Head, Birmingham, England, B1 1QP

Company status

Active

Company type

Private limited Company

Incorporated on

26 July 2019

Accounts overdue

Next accounts made up to **31 July 2023**
due by **30 April 2024**

Last accounts made up to **31 July 2022**

Confirmation statement

Next statement date **22 December 2024**
due by **5 January 2025**

Last statement dated **22 December 2023**

Nature of business (SIC)

- 56301 - Licensed clubs

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HOLLOWAY CLUB LTD

Company number **12123360**

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- [Officers](#)
- [Persons with significant control \(/company/12123360/persons-with-significant-control\)](/company/12123360/persons-with-significant-control)

Filter officers

☐

Current officers

[Apply filter](#)

3 officers / 2 resignations

[LE, Hoai Nam](#)

Correspondence address **89 Holloway Head, Birmingham, England, B1 1QP**

Role Active **Director**

Date of birth **August 1988**

Appointed on **24 February 2021**

Nationality **Vietnamese**

Country of residence **England**

Occupation **Manager**

ARTHURS, Tracy

Correspondence address **89 Holloway Road, Birmingham, West Midlands, England, B1 1QP**

Role Resigned **Director**

Date of birth **October 1971**

Appointed on **26 July 2019**

Resigned on **24 February 2021**

Nationality **British**

Country of residence **United Kingdom**

Occupation **Director**

VAN, Thi Hong Quyen

Correspondence address **89 Holloway Road, Birmingham, West Midlands, England, B1 1QP**

Role Resigned **Director**

Date of birth **March 1985**

Appointed on **12 October 2022**

Resigned on **22 December 2022**

Nationality **British**

Country of residence **England**

Occupation **Director**

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HOLLOWAY CLUB LTD

Company number **12123360**

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[People](#)

[More](#)

- [Officers \(/company/12123360/officers\)](/company/12123360/officers)
- [Persons with significant control](#)

2 active persons with significant control / 0 active statements

Miss Thi Hong Quyen Van Active

Correspondence address **89 Holloway Head, Birmingham, England, B1 1QP**

Notified on **12 October 2022**

Date of birth **March 1985**

Nationality **British**

Country of residence **England**

Nature of control **Ownership of shares – 75% or more**
Ownership of voting rights - 75% or more

Mr Hoai Nam Le Active

Correspondence address **89 Holloway Head, Birmingham, England, B1 1QP**

Notified on **11 May 2021**

Date of birth **August 1988**

Nationality **Vietnamese**

Country of residence **England**

Nature of control **Ownership of shares – 75% or more**
Ownership of voting rights - 75% or more

Miss Tracy Arthurs Ceased

Correspondence address **89 Holloway Road, Birmingham, West Midlands, England, B1 1QP**

Notified on **26 July 2019**

Ceased on **24 February 2021**

Date of birth **October 1971**

Nationality **British**

Country of residence **United Kingdom**

Nature of control **Ownership of shares – 75% or more**

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Appendix 7

Business Account Statement

Printed: 21 May 2024

Mao Wah Limited

The data shown on your statement was correct at the time of printing. Please remember, this isn't an official bank copy.

Please check your statement. If you think that something looks incorrect, please call us on 0345 072 5555 Monday to Friday, 7:00am - 8:00pm; Saturday, 9:00am - 2:00pm (+44 (0) 1733 347 338, from outside the UK). Or Textphone 0345 601 6909.

Date	Description	Type	In (£)	Out (£)
09 Apr 24	HOLLOWAY CLUB LTD PAY RENT CLUB 000000FT24100H0RFW 230580 10 09APR24 13:45	FPI	6500.00	
05 Apr 24	HOLLOWAY CLUB LTD PAY RENT CLUB 000000FT24096KPQKC 230580 10 05APR24 17:28	FPI	10000.00	

Lloyds Bank plc Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales no. 2065. Telephone: 0207 626 1500.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 119278.

Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). We are covered by the Financial Ombudsman Service (FOS). Please note that due to FSCS and FOS eligibility criteria not all business customers will be covered. For further information about the compensation provided by the FSCS, refer to the FSCS website at www.FSCS.org.uk/.

Mao Wah Ltd
98 Bristol Road
Birmingham
B5 7XH

Tel:

VAT Reg No: 831 2138 64

Amari 1 Ltd
89 Holloway Head
Birmingham
B1 1QP

INVOICE

Page 1

Invoice No	16702
Invoice Date	07/03/2024
Order No	
Account Ref	SUNSET

Quantity	Description	Unit Price	Disc Amt	Net Amt	VAT %	VAT
1.00	Based on Rent per annum of £55,000 plus VAT For the period 24/03/24 to 23/06/2024	13,750.00	0.00	13,750.00	20.00	2,750.00

Bank Account Details
Account Name: Mao Wah Ltd

We do not recognize or accept the payee as a tenant under all circumstances.

Total Discount	GB	0.00
Total Net Amount	GB	13,750.00
Carriage Net	GB	0.00
Total Tax Amount	GB	2,750.00
Invoice Total	GB	16,500.00

Appendix 8

LICENSING ACT 2003**PREMISES LICENCE****Premises Licence Number:**

5426 / 1

Part 1 - Premises details:**Postal address of premises, or if none, ordnance survey map reference or description**Holloway Club
89 Holloway Head**Post town:**

Birmingham

Post Code:

B1 1QP

Telephone Number:**Where the licence is time limited the dates**

N/A

Licensable activities authorised by the licence

E	Live Music
F	Recorded Music
G	Performance of Dance
H	Anything of a similar description to that falling within (e), (f), or (g)
L	Late night refreshment
M3	Sale of alcohol by retail (both on & off the premises)

The times the licence authorises the carrying out of licensable activities

Monday - Thursday	10:00	-	03:00	E ,F ,G ,H ,M3
	23:00	-	03:00	L
Friday - Saturday	10:00	-	03:00	M3
	10:00	-	04:30	E ,F ,G ,H
	23:00	-	03:00	L
Sunday	10:00	-	07:00	E ,F ,G ,H ,M3
	23:00	-	05:00	L
New Year's Eve - Licensable activities extended from the end of permitted hours on New Year's Eve to the start of Permitted hours on New Year's Day.	00:00	-	00:00	All
On Bank Holidays, licensable activities will be extended by 1 hour.	00:00	-	00:00	All
On the commencement of British Summer time, one further hour to be added to the above time for the cessation of licensable activities.	00:00	-	00:00	All

The opening hours of the premises

Monday - Thursday	10:00	-	03:30
Friday - Saturday	10:00	-	05:00
Sunday	10:00	-	07:30
New Year's Eve - Licensable activities extended from the end of permitted hours on New Year's Eve to the start of Permitted hours on New Year's Day.			
On Bank Holidays, licensable activities will be extended by 1 hour.			

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

Where the licence authorises supplies of alcohol whether these are on and/or off supplies
On and Off Supplies

Part 2

Name, (registered) address, telephone number and email (where relevant) of holder of premises licence Mr Hoai Nam Le	
Post town:	Post Code:
Telephone Number:	
Email N/A	

Registered number of holder for example company number or charity number (where applicable)
--

Name, address, telephone number of designated premises supervisor where the premises licence authorises for the supply of alcohol Thi Hong Quyen Van	
Post town:	Post Code:
Telephone Number: N/A	

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol	
Licence Number 11731	Issuing Authority BIRMINGHAM CITY COUNCIL

Dated 12/10/2021

Bhapinder Nandhra
Senior Licensing Officer
For Director of Regulation and Enforcement

Annex 1 – Mandatory Conditions

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.

Every retail sale or supply of alcohol made under this licence must be made or authorised by a person who holds a personal licence.

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).

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

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.

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: ½ 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."

(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.

Each individual assigned to carrying out a security activity must be licensed by the Security Industry Agency.

Annex 2 – Conditions consistent with operating schedule

2a) General conditions consistent with the operating schedule

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.

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.

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.

2b) Conditions consistent with, and to promote the prevention of crime and disorder

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.

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 service

The 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.

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.

The refusals record must be made available to West Midlands Police or an Officer of a Responsible Authority on request, or during an inspection.

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.

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

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.

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

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.

2c) Conditions consistent with, and to promote, public safety

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

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

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.

2d) Conditions consistent with, and to promote the prevention of public nuisance

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.

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

2e) Conditions consistent with, and to promote the protection of children from harm

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.

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.

Annex 3 – Conditions attached after hearing by licensing authority

3a) General committee conditions

On 29 September 2021, Licensing Sub Committee C resolved to GRANT the licence subject to the conditions below:

The licence holder shall not carry on any licensable activities from the premises concurrently with Birmingham City Council premises licence number 1952.

3b) Committee conditions to promote the prevention of crime and disorder

N/A

3c) Committee conditions to promote public safety

The licence holder shall ensure that no waste shall be left outside except in the bin store to the rear of the premises.

The premises shall clear the area immediately in front of the building of any waste before and after it operates.

3d) Committee conditions to promote the prevention of public nuisance

The premises shall have a documented dispersal policy which shall be implemented for dispersal at all times the premises is open for licensable activity.

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.

There shall be no speakers used for amplified music, speech or sound outside the building.

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

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.

No waste/recyclable glass material, including bottles, shall be moved, removed or placed in areas outside the premises building between the hours of 19.00 and 08.00.

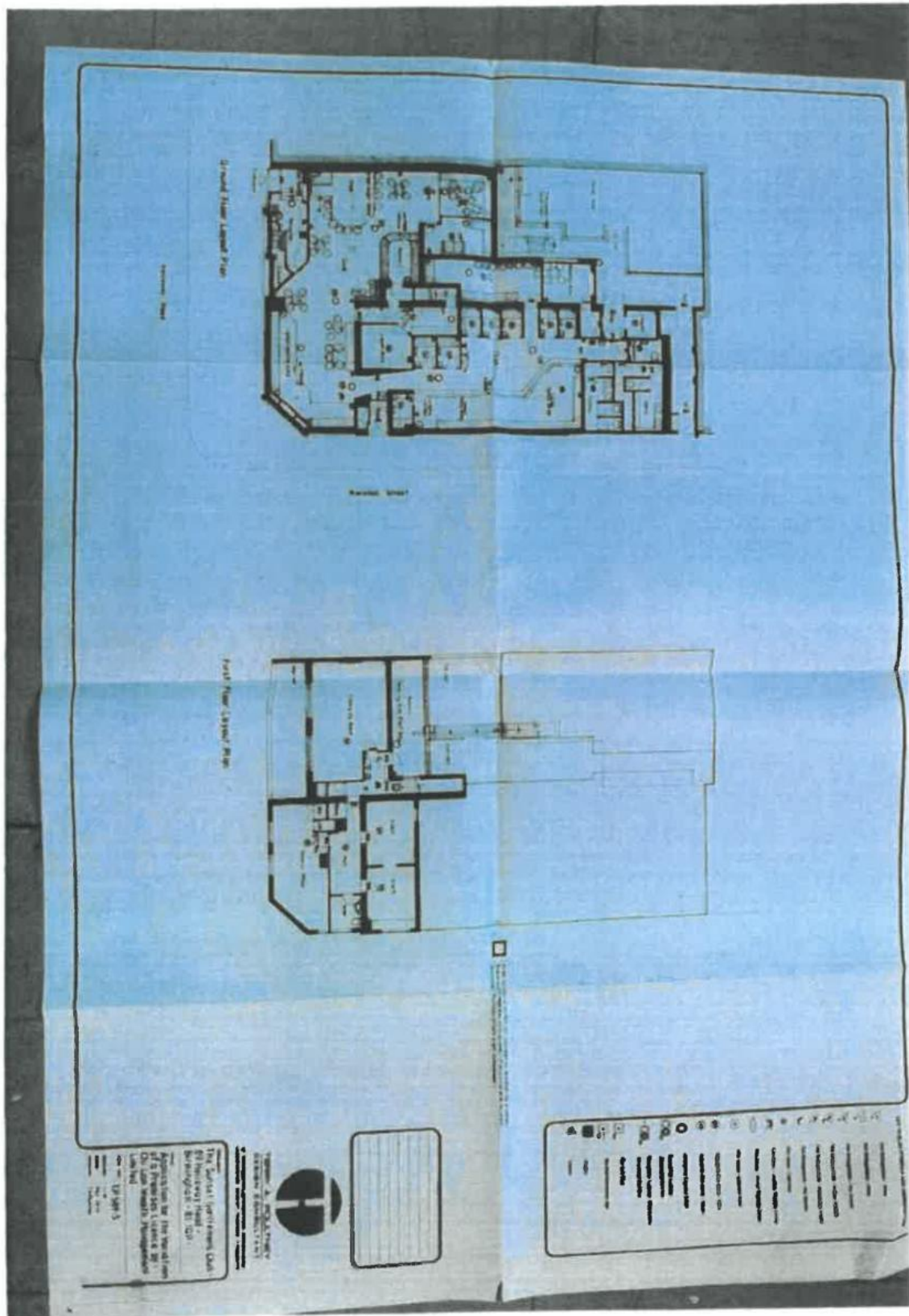
Patrons shall not remove from the premises late night refreshment provided at the premises.

The premises shall restrict deliveries to the hours of 08.00 and 19.00.

3e) Committee conditions to promote the protection of children from harm

N/A

Annex 4 – Plans





Appendix 9



Title register for:

89 Holloway Head, Birmingham, B1 1QP (Freehold)

Title number: WM16053

Accessed on 31 May 2024 at 13:47:03

This information can change if we receive an application. This service can not tell you if HM Land Registry are dealing with an application.



This is not an official copy. It does not take into account if there's a pending application with HM Land Registry. If you need to prove property ownership, for example, for a court case, you'll need to order an official copy of the register.

Register summary

Title number	WM16053
Registered owners	Mao Wah Limited 89 Holloway Head, Birmingham B1 1QP
Last sold for	£850,000 on 03 November 2017

A: Property Register

This register describes the land and estates comprised in this title.

Entry number	Entry date	
1	1975-03-07	WEST MIDLANDS : BIRMINGHAM The Freehold land shown edged with red on the plan of the above Title filed at the Registry and

being 89 Holloway Head, Birmingham (B1 1QP).

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Class of Title: Title absolute

Entry number	Entry date	
1	2017-11-06	PROPRIETOR: MAO WAH LIMITED (Co. Regn. No. 04671374) of 89 Holloway Head, Birmingham B1 1QP.
2	2017-11-06	The price stated to have been paid on 3 November 2017 was £850,000.
3	2017-11-06	The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

Class of Title: Title absolute

Entry number	Entry date	
1		<p>A Conveyance of the land in this title dated 18 February 1975 made between (1) The City of Birmingham District Council (Corporation) and (2) H. P. Bulmer Limited (Purchaser) contains the following covenants:-</p> <p>"The Purchaser hereby covenants with the Corporation for the benefit of the adjoining</p>

adjacent or neighbouring land of the Corporation and every part thereof or so much thereof as is capable of benefiting by this covenant to observe and perform in relation to the said land the following covenants:

(a) That the said premises shall not (without the written consent of the Corporation such consent not to be unreasonably withheld) be used otherwise than as a public house with manager's accomadation ancillary thereto.

(b) That vehicles attending on the premises shall not be allowed to load or unload supplies of goods on the adjacent highways but all such loading and unloading shall take place wthin the curtilage of the said premises."

2

The land is subject to the following rights reserved by the Conveyance dated 18 Febuary 1975 referred to above:-

"Excepting and Reserving to the Corporation and its successors in title for the benefit of the adjoining or adjacent land now owned by the Corporation or such part or parts thereof as are capable of benefiting thereby the rights set out in the second schedule hereto.

THE SECOND SCHEDULE before referred to

FIRST (i) the right to have the buildings now standing or which may hereafter be erected on any adjoining or adjacent land of the Corporation supported laterally by the buildings now or hereafter erected on the premises hereby conveyed.

SECONDLY (ii) the full right and liberty to build up to the extreme boundaries of such adjacent or adjoining land to any height notwithstanding that

any such building may interfere with the light and air now or at any time hereafter enjoyed by the buildings on the premises hereby conveyed to the intent that all light and air at any time enjoyed by the leave and licence of the Corporation or their successors in title as aforesaid.

THIRDLY (iii) the free and uninterrupted passage and running of water and soil gas and electricity from such adjoining or adjacent land through the sewers drains and watercourses pipes cables and electric lines (including telephone lines) which now are or may hereafter be in or under the premises hereby conveyed.

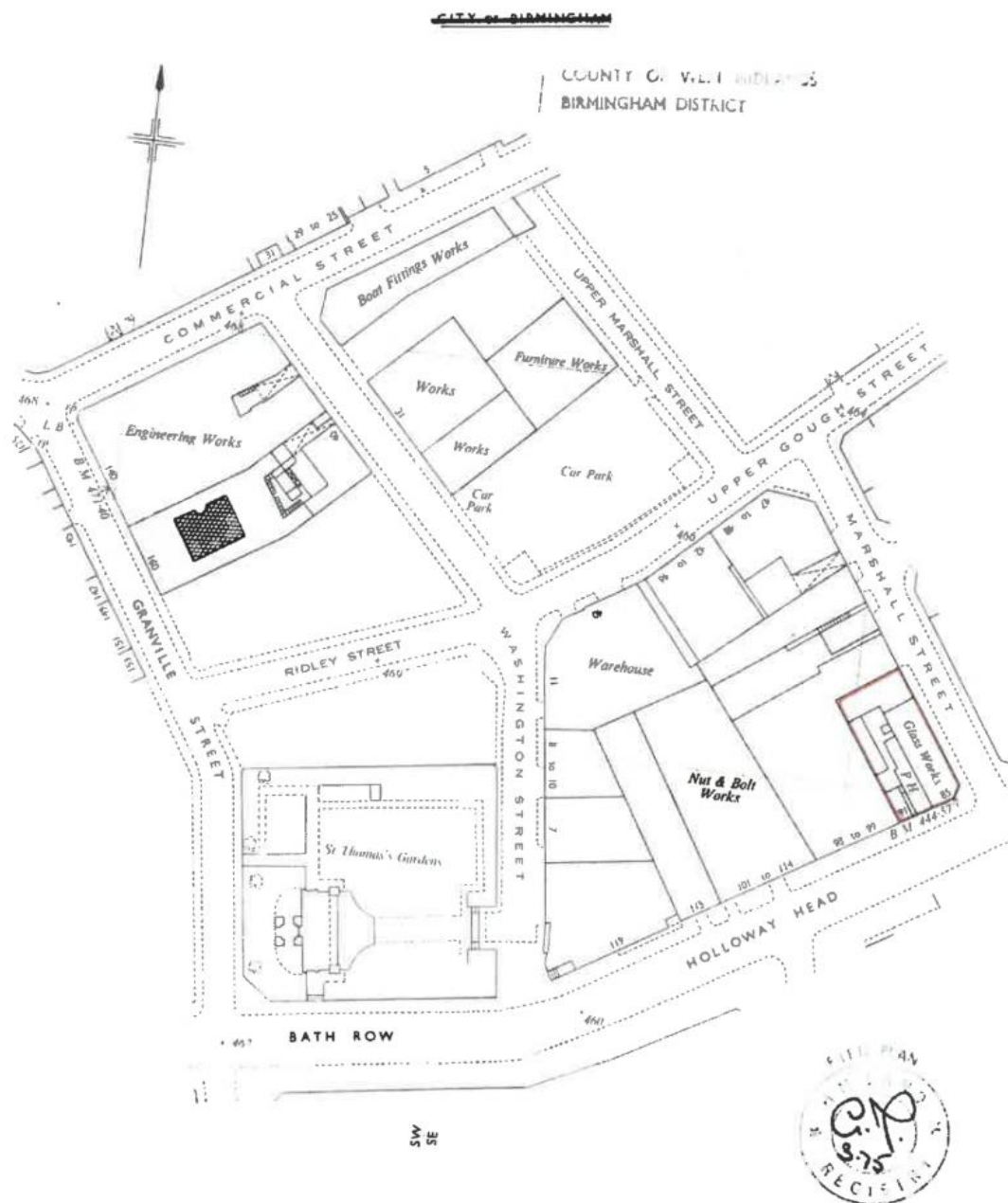
FOURTHLY (iv) the right to enter on the land hereby conveyed for the maintaining repairing cleansing altering or erecting any buildings on the adjoining or adjacent land of the Corporation subject to the Corporation making good forthwith all damage caused thereby to the said land.

AND FIFTHLY (v) the right to deal with any adjoining or adjacent land in any manner they think fit as if it were the property of a stranger."

3	2012-04-20	The land is subject to the lease set out in the schedule of leases hereto.
---	------------	--

4	Registration Date : 20.04.2012 Property Description : 89 Holloway Head Date of Lease : 23.02.2012 Term : 21 years from 23/02/2012 Lessee's Title : MM3547
---	---

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



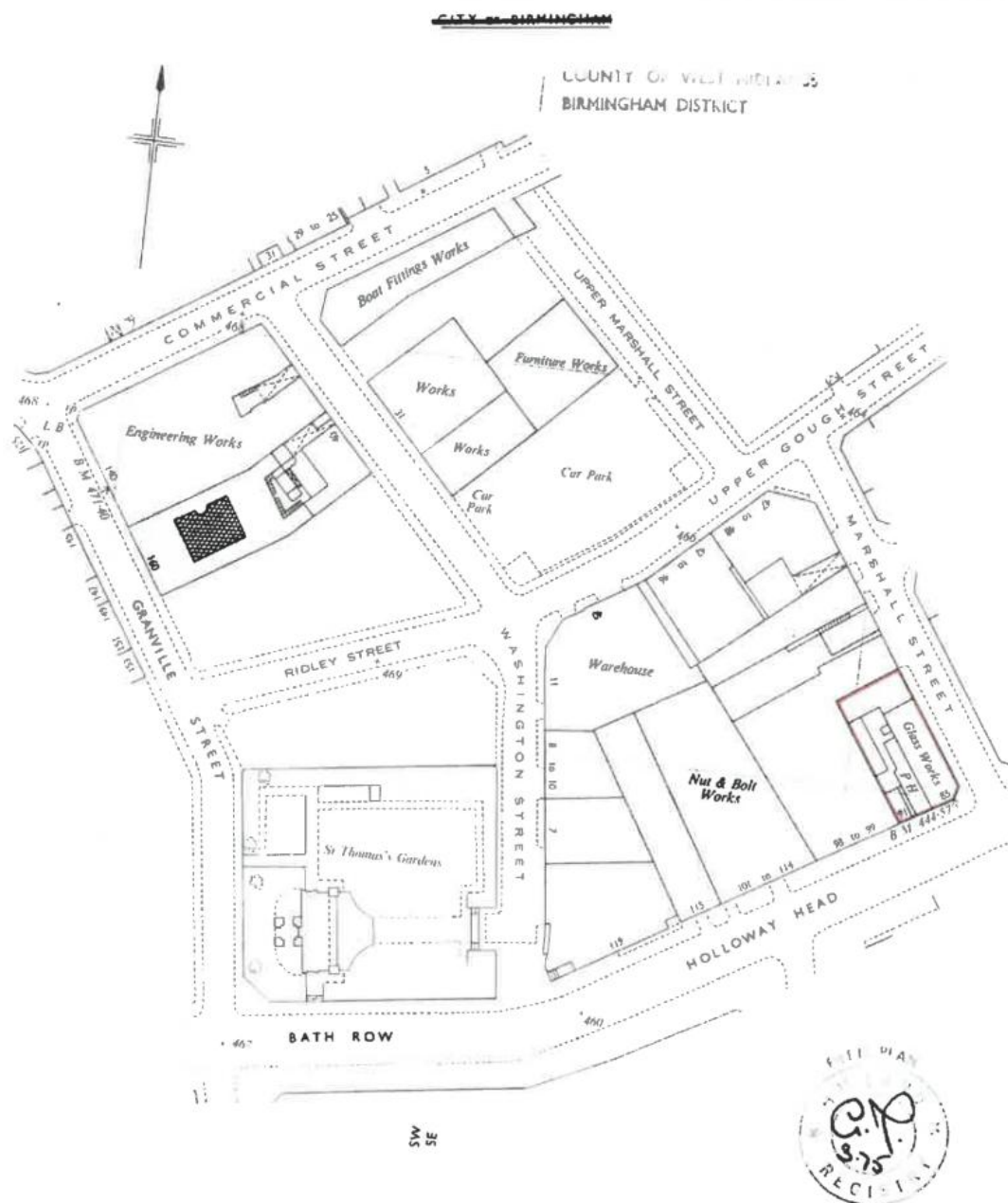
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This title is dealt with by HM Land Registry, Coventry Office.

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



This is a copy of the title plan on 31 MAY 2024 at 13:47:02. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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This title is dealt with by HM Land Registry, Coventry Office.

Appendix 10

8:45 am
to
12 pm.

20029-000204/01/01-H0
CHI LAM WEALTH MANAGEMENT LTD
98 BRISTOL ROAD
BIRMINGHAM
B5 7XH

**For enquiries regarding this Summons**

Telephone: 0121 303 5509

Email: Business_rates@birmingham.gov.uk

CHI LAM WEALTH MANAGEMENT LTD

You have not paid enough Business Rates and you are therefore summonsed to appear before, Birmingham Magistrates' Court, Maple House, 150 Corporation Street, Birmingham, B4 6TB at: 02:00PM on Friday 13th October 2023. An outstanding amount of **£32157.37** is due and this includes costs of £112.00. If you **pay in full** before the hearing date, the council will not proceed with any action.

There are no face-to-face interviews. Do NOT attend court without first contacting the council for a telephone interview. Do NOT attend court for disputes about valuation or ability to pay. The court cannot consider these matters.

If you dispute liability, entitlement to an exemption/relief or have already paid, please call the council immediately. Contacts in relation to summonses on the eve/date of the hearing may not receive attention. Please contact us at least **7 days** in advance of Friday 13th October 2023.

The council has set out the following instalments for you and if you pay these, a liability order will still be applied for, but no further enforcement action will be taken, unless there is a default on the set arrangement.

29-SEP-2023	10719.37	29-OCT-2023	10719.00	29-NOV-2023	10719.00
-------------	----------	-------------	----------	-------------	----------

Dorian Chan

From: Alex Payne <Alex.Payne@knightsplc.com>
Sent: 16 October 2023 10:52
To: Dorian Chan
Cc: Philip Hyde
Subject: FW: Business Rates - PRN:6006540556 - 89 Holloway Head, Birmingham, B1 1QP

Hi Dorian,

Please see below email from Birmingham Council confirming that the summons has been withdrawn.

Kind regards

Alex Payne
Partner

Knights
D 0121 262 6891
M 07467 831134
T 0121 314 0000
W www.knightsplc.com

Knights

From: Revenues E-Mail Queries <Revenues.e-mail.queries@birmingham.gov.uk>
Sent: Monday, October 16, 2023 7:50 AM
To: Jacob Corr <Jacob.Corr@knightsplc.com>
Subject: RE: Business Rates - PRN:6006540556 - 89 Holloway Head, Birmingham, B1 1QP

Message originated from outside Knights

Dear Jacob,

Further to your email dated 21/9/23 in regards to the above business rates account for your client - Mao Wah Limited formerly Chi Lam Wealth Management Ltd. I can confirm that the Summons has been withdrawn, all costs removed & the account has been deleted. I apologise for any inconvenience caused.

I trust this clarifies the situation. If you have any further queries please do not hesitate to contact us or visit our website: www.birmingham.gov.uk/business-rates.

Yours faithfully

Lisa Sherratt
Revenues Officer

Website: www.birmingham.gov.uk/business-rates
Email Enquiries to: business_rates@birmingham.gov.uk

www.birmingham.gov.uk/ebilling

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Birmingham City Council
Business Rates Department

Dear Sirs

Re Chi Lam Wealth Management – 89 Holloway Head Birmingham

We are Solicitors for Mao Wah Ltd who are the freehold owners of 89 Holloway Head.

This property is leased to Amari 1 Limited by lease dated 23 February 2012.

Chi Lam Wealth Management Ltd were the original freehold owners under the lease however they transferred ownership of the freehold to Mao Wah Ltd in 2017

The property remains occupied by Amari 1 Ltd as tenant under the lease and who are trading from the premises and the party responsible for payment of business rates. All business rates demands and summons should be sent to Amari 1 Ltd.

Both we and our client and previously written to you to explain the position but have not received any response to our correspondence.

Yours faithfully

Knights

BY EMAIL

Date

9 October 2023

Our Reference

APAY1/MAO7/1

Your Reference

Please ask for

Alex Payne

DDI

0121 262 6891

Mobile

07467 831134

Email

alex.payne

@knightsplc.com

Knights

Two Chamberlain Square

Birmingham

B3 3AX

T 0121 314 0000

W knightsplc.com

Knights

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Appendix 11

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Arrests as suspected brothel in Birmingham raided

🕒 11 February 2015



| A woman aged 29 was arrested from the Libra Club on suspicion of managing a brothel

Seven people have been arrested after a raid on a suspected brothel which police believe could be a front for a £13m money laundering enterprise.

The Libra Club massage parlour in Summer Hill Road, Birmingham was raided at 05:00 GMT on Tuesday.

Simultaneous warrants were executed at the Sunset Club sister venue and homes.

Five people arrested on suspicion of money laundering and two held on suspicion of managing a brothel were released on police bail.

Forcibly shut

Up to 50 officers were involved in the raid on the Libra Club, where a 29-year-old woman was arrested on suspicion of managing a brothel.

At the Sunset Club, a licensed lap-dancing bar in the city centre, a 24-year-old man was arrested on suspicion of managing a brothel as part of an investigation into the Libra Club.

A 25-year-old woman was also arrested from the Sunset Club on suspicion of money laundering.

About £50,000 in cash was seized from houses in Birmingham. Three women, aged 47, 54 and 63, and a 64-year-old man were arrested on suspicion of money laundering.

Warrants were carried out at residential addresses in Rotton Park Road and Pershore Road in Edgbaston, Slade Lane in Hall Green and Sunderton Road in Kings Heath.

West Midlands Police said it would be pushing for a court closure order under the Anti-Social Behaviour Act that would see Libra Club forcibly shut for the next three months.

Related Internet Links

West Midlands Police

The BBC is not responsible for the content of external sites.

From other local news sites

Garden blaze gets out of hand sparking calls to fire service as smoke 'covers' area

West Midlands Express & Star

Erdington driver threatened and had keys stolen in Lexus carjacking

'It's like we are inside the club when we are in the bedroom' say nightclub neighbours in Birmingham

Holloway Club is seeking a new licence to operate until 5am on weekends - while an existing licence allows the venue to open until 7.30am

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[t](#)

Comments: 8

By **Mark Cardwell** Local Democracy Reporter 16:06, 29 SEP 2021
 UPDATED 14:20, 17 JAN 2022

► See news near you

Enter your postcode



📍 The site of Holloway Club - branded here as King VN (Image: Google)

A new licence for a Birmingham city centre nightclub will improve the situation for neighbours complaining of "thumping music", a representative has argued

The [new licence](#) had sought to replicate the hours permitted on the previous licence – but a [Birmingham City Council](#) licensing sub-co meeting today heard the applicants were happy to reduce the hours applied for.

READ MORE: [Fifth gambling shop to open in Bearwood despite 'urinating in the street' claims](#)

The nightclub caters for Chinese and Vietnamese students involving DJs and music, the meeting heard.

A total of five residents of nearby Concord House as well as the building's property management company Haus Birmingham had object licence, citing existing problems with loud music.

Other matters referred to in the objections included that staff had allegedly "abandoned rotting rubbish for months outside their premises



THE HNDX NIGHTCLUB ON HOLLOWAY HEAD

A resident and representative of Haus Birmingham said: "It is like we are inside the club when we are in the bedroom. It's absolutely unbearable. It's that bad that we can't even sleep in our bedroom.

"Deliveries and rubbish pale in comparison to the thumping music that is clearly visible and we can feel it where we actually live. It's absolutely ruining our existence here."

The meeting heard opening hours being applied for are now reduced to up to 5am on Fridays and Saturdays with the existing licence stating the operation hours are up to 7.30am.

The venue would stay open to 3.30am from Monday to Thursday according to the new licence being applied for.

The meeting also heard applicant Hoai Le was happy to agree conditions requiring rubbish to be stored only in an external bin store to the rear of the premises.

Birmingham nightclub linked to serious crime shut down

Two premises licences for King VN on Holloway Head have been revoked after we asked for a full review by Birmingham City Council.

The bar's licences have now been revoked on the grounds that the premises is associated with serious crime and disorder.

Two licences were active within the premises, with two different licence holders, and both have been suspended, along with the removal of the DPS (Designated premises supervisor) for both.

A decision notice will be issued in the coming days and they have the right of appeal to the Magistrates Court within 21 days of receipt of their letter.

The decision has been made pending the full hearing which will take place in 28 days time.

The suspension of the licence follows a warrant we executed on Saturday 6 January, where a large amount of class A and B drugs were found, along with cash totalling over £30,000.

Two people aged 38 and 35 were arrested at the scene and have since been released on bail as enquiries are ongoing.

Other warrants were also carried out in Birmingham city centre on Thursday 4 January and Friday 5 January, where fines were issued by Immigration for illegal workers.

Warrants were executed at businesses on Wrotesley Street and Bromsgrove Street in Birmingham, where the fines were handed out.

Last updated

13th January 2024

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**NOTICE OF APPLICATION FOR THE GRANT OF A PREMISES LICENCE
UNDER SECTION 17 OF THE LICENSING ACT 2003**

Notice is hereby given that an application was made to Birmingham City Council for a Premises Licence under the above Act on 29th April 2024 by Haus Lounge Limited: 89 Holloway Road, Birmingham, B1 1QP.

It is proposed that the following licensable activities will take place from the premises: sale of alcohol by retail: 10:00 to 03:00, Monday to Thursday, 10:00 to 04:30 Friday to Saturday, 10:00 to 07:00 Sunday. Late night refreshment: Monday to Thursday 23:00 to 03:00, Friday to Saturday 23:00 to 04:30, Sunday 23:00 to 05:00. Regulated entertainment: Monday to Thursday 10:00 to 03:00, Friday to Saturday 10:00 to 04:30, Sunday 10:00 to 07:00.

Further information concerning the application can be viewed by accessing the Licensing Act 2003 Electronic public register at: www.birmingham.gov.uk/licensing

Any person, who wishes to make a representation, must do so in writing, preferably by email to: licensing@birmingham.gov.uk or alternatively by post to General Licensing, Regulation & Enforcement, PO Box 17831, Birmingham B2 2HJ

Representations to this application must be made in writing by 27th May 2024.

It is an offence, under section 158 of the Licensing Act 2003, to make a false statement in or in connection with this application. Those who make such a false statement may be liable on summary conviction to a fine of any amount.

Duncan Craig, Barrister, St Philips Chambers, Birmingham
www.licensingbarrister.co.uk





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www.licensingbarrister.co.uk

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Duncan Craig, Barrister, St Philips Chambers, Birmingham
www.licensingbarrister.co.uk

Dorian Chan

From: Danielle Ashmore
Sent: 22 June 2024 14:18
To: dorian@
Cc: Philip Hyde
Subject: RE: Property Building Insurance. 89 Holloway Head Birmingham B1 1QP

Good Afternoon Dorian,

Aviva Property Owners Policy no. 100579413CPO for Mao Wah Ltd

I'm sorry to hear of the issues you are having.

From an insurance standpoint I am concerned with not knowing exactly who the tenant is and their occupation as this is something that must be declared and accepted by your insurer in order to underwrite adequate cover at the appropriate premium.

Furthermore, you have advised that despite your efforts, neither Amari 1 Ltd or Haus Lounge Ltd are responding to you on these matters. This could present issues with adhering to important policy terms and conditions which could result in a claim being repudiated. This policy includes Property Owner's Liability cover with a £2,000,000 limit of indemnity, which is for claims brought by third parties for injury or property damage. Therefore, it could be detrimental if, for example, a member of the public is injured and the policy does not respond.

In addition, the absence of communication between a landlord and tenant could present further issues with declaring accurate risk information and material facts which could render your policy void.

This falls at an important time where we are in the process of obtaining your renewal terms ahead of the renewal date of 6th July 2024 and in light of the circumstances, your insurer may not issue renewal terms.

As your insurance broker, I will endeavour to support wherever possible so please let me know if you need anything else or have any further queries.

Kind Regards,

Danielle Ashmore (Burl) BSc (Hons), ACII, Chartered Insurance Broker
 Account Executive
 Circle Insurance Services Ltd
 DD:

From: Dorian Chan <dorian
Sent: Friday, June 21, 2024 9:02 PM
To: Danielle Ashmore <
Cc: Philip Hyde
Subject: Property Building Insurance. 89 Holloway Head Birmingham B1 1QP

Hi Danielle

I am inquiring about the position of our Property Insurance for 89 Holloway Head, Birmingham B1 1QP. It is quite urgent as we understand that a Premises Licence is being sought by a company named Haus Lounge Ltd, which is neither the leaseholder nor has a licence to occupy the property.

The leaseholder is Amari 1 Ltd, and the company that has applied for the Premises Licence is Haus Lounge Ltd.

We have not been contacted by either Amari 1 Ltd or Haus Lounge Ltd regarding this Premises Licence application or that Haus Lounge Ltd intends to operate from the property. We have no knowledge of Haus Lounge Ltd, its director, or its shareholders.

We are concerned that if any issues were to occur with the building and a claim were to be made, whether the Property, public liability, and employee liability insurances would still be valid and provide coverage.

Given that our insurance is due for renewal shortly, I would greatly appreciate it if you could address these concerns and put our minds at ease.

Finally, I have already written to Amari 1 Ltd with regards to the special conditions required for the unoccupied parts of the property, however I have not had any reply or even an acknowledgment from them.

Regards
Dorian