NOTICE OF MEETING

LICENSING SUB COMMITTEE

Monday, 18th March, 2024, 7.00 pm - (watch the live meeting <u>here</u> and watch the recording <u>here</u>)

Members: Councillors Kaushika Amin, Nick da Costa and one other councillor to be named.

Quorum: 3

1. FILMING AT MEETINGS

Please note this meeting may be filmed or recorded by the Council for live or subsequent broadcast via the Council's internet site or by anyone attending the meeting using any communication method. Members of the public participating in the meeting (e.g. making deputations, asking questions, making oral protests) should be aware that they are likely to be filmed, recorded or reported on. By entering the 'meeting room', you are consenting to being filmed and to the possible use of those images and sound recordings.

The Chair of the meeting has the discretion to terminate or suspend filming or recording, if in his or her opinion continuation of the filming, recording or reporting would disrupt or prejudice the proceedings, infringe the rights of any individual, or may lead to the breach of a legal obligation by the Council.

2. APOLOGIES FOR ABSENCE

To receive any apologies for absence.

3. URGENT BUSINESS

The Chair will consider the admission of any late items of Urgent Business. (Late items will be considered under the agenda item where they appear. New items will be dealt with under item 8 below).

4. DECLARATIONS OF INTEREST

A member with a disclosable pecuniary interest or a prejudicial interest in a matter who attends a meeting of the authority at which the matter is considered:

(i) must disclose the interest at the start of the meeting or when the interest becomes apparent, and



(ii) may not participate in any discussion or vote on the matter and must withdraw from the meeting room.

A member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Register of Members' Interests or the subject of a pending notification must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal interests and prejudicial interests are defined at Paragraphs 5-7 and Appendix A of the Members' Code of Conduct

5. SUMMARY OF PROCEDURE

The Sub-Committee will first hear from the Licensing Officer. After that, the applicant will present their application and the Sub-Committee and objectors will have the opportunity to ask questions. Then, the objectors will present their case and the Sub-Committee and objectors will have the opportunity to ask questions.

All parties will then have the opportunity to sum up, and then the meeting will conclude to allow the Sub-Committee to deliberate and reach a decision. This decision will then be provided in writing within five working days of this meeting.

6. APPLICATION FOR A REVIEW OF A PREMISES LICENCE AT STATION SUPERMARKET - FORMERLY - FIRST SUPERMARKET, 38 BOUNDS GREEN ROAD, LONDON N11 (BOUNDS GREEN) (PAGES 1 - 144)

To consider an application for a review of a premises licence.

7. APPLICATION FOR A NEW PREMISES LICENCE AT AYDIN CAFÉ, 471 GREEN LANES, LONDON N4, 1AJ (HARRINGAY) (PAGES 145 - 176)

To consider an application for a new premises licence.

8. NEW ITEMS OF URGENT BUSINESS

To consider any items of urgent business as identified at item 3.

Nazyer Choudhury, Principal Committee Co-ordinator Tel – 020 8489 3321 Fax – 020 8881 5218

Email: nazyer.choudhury@haringey.gov.uk

Fiona Alderman Head of Legal & Governance (Monitoring Officer) George Meehan House, 294 High Road, Wood Green, N22 8JZ



Agenda Item 6

Report for: Licensing Sub Committee – 18th March 2024

Title: Application for a Review of a Premises Licence – Station

Supermarket – Formerly – First Supermarket 38 Bounds Green

Road London N11

Report

authorised by: Daliah Barrett, Licensing Team Leader, Regulatory Services

Ward(s) affected: Bounds Green

Report for Key/

Non Key Decision: Not applicable

1. Describe the issue under consideration

- 1.1 This application to review is submitted by Trading Standards RA and relates primarily to the objective to prevent crime and disorder. The application is set out at **Appendix 1** to the report.
 - 1.2 The matter primarily concerns a number of incidents /visits to the premises:
 - 1.3 On 24th May 2023 trading Standards carried out a visit accompanied by the Metropolitan Police Service, they discovered a total of 227 disposable vapes, which did not comply with the Tobacco and Related Products Regulations 2016 in that the tanks exceeded the 2ml maximum size allowed for these products.
 - 1.4 On 9th August 2023 Trading Standards conducted an underage test purchasing exercise. An underage person entered the Licenced Premises and was able to purchase an Elf Bar 600 disposable vape.
 - 1.5 On 17th October 2023 as part of Operation CeCe which is an initiative to tackle illegal tobacco being sold in the Borough, on this occasion a quantity of illicit cigarettes were found and Kamagra gel.
- 1.6 The Premises Licence Holder (PLH) at the time was Irfan Erdogan. The Designated Premises Supervisor (DPS) Mr. Ali Sel. There has be two separate attempts to transfer the licence into different since the last visit in October. The first application was for a transfer to Haydar Erdogan. The Police objected to this, and the application was later withdrawn. The second application was in the name of Mr Hurcem Merkan. This application was processed and has taken effect.
- 1.7 The current licence permits the following:

Supply of Alcohol

The times the Licence authorises the carrying out of licensable activities:

Supply of Alcohol

Sunday to Thursday 0800 to 0000 Friday to Saturday 0800 to 0100

opening hours of the premises:



Sunday to Thursday 0800 to 0000

Friday to Saturday 0800 to 0100

Supply of alcohol for consumption **OFF** the premises.

A copy of the Premises licence is attached at Appendix 2.

2 Consideration for LSC

The Sub-Committee will be asked to determine this application and has the option to:

a) Modify the conditions of the licence

This could include either imposing further conditions on the licence or changing (for example, further restricting) the hours of certain licensable activities, where this is proportionate and relevant to the licensing objectives;

For this purpose, the conditions of the licence are modified if any of them are altered or

omitted, or any new condition is added.

b) Exclude a licensable activity from the scope of the licence

The Sub-Committee may decide that it is proportionate and relevant to the Licensing objectives to remove one or more of the licensable activities;

- c) Remove the Designated Premises Supervisor
- d) Suspend the licence for a period not exceeding three months
- e) Revoke the licence

Depending on the decision of the Sub-Committee, the licence holder and the applicant have rights of appeal to the Magistrates Court.

The Sub-Committee is asked to state its reasons considering the

representations received and what is appropriate for the promotion of the licensing objectives.

3 Background

3.1 The existing premises licence took effect in 20th October 2016. The Premises has had previous issues with illicit tobacco and alcohol that led to targeted conditions being imposed on the licence when it was granted in October 2016. The initial Premises Licence fallen away in 2016 when it became apparent that the limited company it was held in had been dissolved some time earlier but the operator at the time ad failed to notify the Licensing Authority. The matter came to light when the Trading Standards Officer was seeking to review the licence for illicit tobacco and alcohol found onsite at that time.

4 Licensing Policy

- 4.1 In reviewing a licence the Licensing Sub-Committee will consider, and take Into account, the complaints history of the premises and all other relevant information.
- 4.2 A number of reviews may arise in connection with crime that is not directly connected with licensable activities, for example the sale of contraband goods. The Sub-Committee does not have the power to judge the criminality or



- otherwise of any issue. The Sub-Committee's role is to ensure the promotion of the crime prevention objective [Guid s.11.24].
- 4.3 There is certain criminal activity that may arise in connection with licensed premises which should be treated particularly seriously. These include the use of the premises for the sale or storage of smuggled tobacco and alcohol [Guid s.11.27].
- 4.4 Where reviews arise in respect of these criminal activities and the Sub-Committee determines that the crime prevention objective is being undermined, It is expected that revocation of the licence even in the first instance should Be seriously considered [Guid s.11.28].
- 4.5 This Licensing Authority, in determining what action to take, will seek to establish the cause of concern and any action taken will be directed at these causes. Any action taken to promote the licensing objectives will be appropriate and proportionate.

5 Other considerations

5.1 Section 17 of the Crime and Disorder Act 1998 states: 'Without prejudice to any other obligation imposed on it, it shall be the duty of each authority to which this section applies to exercise its various functions with due regard to the likely effect of the exercise of those function on, and the need to do all that it reasonably can to prevent crime and disorder in its area'.

6 Human Rights

- 6.1 While all Convention Rights must be considered, those which are of particular relevance to the application are:
 - Article 8 Right to respect for private and family life.
 - Article 1 of the First Protocol Protection of Property.
 - Article 6(1) Right to a fair hearing.
 - Article 10 Freedom of Expression.

7 Use of Appendices

Appendix 1 – Review Application Form and supporting documents

Appendix 2 – Copy of current Premises Licence

Appendix 3- Emails from NARTS on behalf of the Licence holder.

8 Background papers

Section 82 Guidance Haringey Statement of Licensing Policy





Appendix 1



[Insert name and address of relevant licensing authority and its reference number (optional)]

Application for the review of a premises licence or club premises certificate under the Licensing Act 2003

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

Before completing this form please read the guidance notes at the end of the form. If you are completing this form by hand, please write legibly in block capitals. In all cases ensure that your answers are inside the boxes and written in black ink. Use additional sheets if necessary. You may wish to keep a copy of the completed form for your records.

I L. B. Haringey Trading Standards (Responsible Authority)

(Insert name of applicant)			
apply for the review of a premises licence under premises certificate under section 87 of the License apply for the License apply for the review of a premises licence under section 87 of the License apply for the review of a premises licence under premises licence under section 87 of the License apply for the review of a premises licence under premises license unde			
Part 1 below (delete as applicable)			
Part 1 – Premises or club premises details			
Postal address of premises or, if none, ordnance	e survey map reference or description		
38 BOUNDS GREEN ROAD LONDON N11 2EU			
Post town London	Post code (if known) N11 2EU		
Name of premises licence holder or club holding club premises certificate (if known) FIRAT SUPERMARKET			
NIl			
Number of premises licence or club premises of LN/000017249	ertificate (ii known)		
Part 2 - Applicant details			
I am	Please tick ✓ yes		
1) an individual, body or business which is not a authority (please read guidance note 1, and complor (B) below)	<u> </u>		
2) a responsible authority (please complete (C) be	elow)		
3) a member of the club to which this application	relates		

(please complete (A) below) (A) DETAILS OF INDIVIDUAL APPLICANT (fill in as applicable) Please tick ✓ yes Other title Mr Mrs Miss Ms (for example, Rev) Surname First names Please tick ✓ yes I am 18 years old or over **Current postal** address if different from premises address Post town **Post Code** Daytime contact telephone number E-mail address (optional) (B) DETAILS OF OTHER APPLICANT Name and address Telephone number (if any)

E-mail address (optional)

(C) DETAILS OF RESPONSIBLE AUTHORITY APPLICANT

Name and address			
Michael Squire L.B. Haringey Trading Standards Service 4th Floor, Alexandra House 10 Station Road Wood Green N22 7TR			
Telephone number (if any) 020 8489-5158			
E-mail address (optional) <u>Michael.squire@haringey.gov.uk</u>			
This application to review relates to the following licensing objective(s)			
 the prevention of crime and disorder public safety the prevention of public nuisance the protection of children from harm 	Please tick one or more boxes ✓ □ □ □ □		

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

Introduction:

This application to review relates to the objectives to prevent crime and disorder and the protection of children from harm.

The licenced premises concerned in this Review is a convenience store/mini-market. The current Premises Licence was transferred to the current licence holder Hurcem MERKAN on 13th December 2023.

The Review primarily relates to three incidents at the premises investigated by Trading Standards which occurred between 24th May 2023 and 10th October 2023

Ali SEI is the current Designated Premises Supervisor for the Licenced Premises. Prior to the transfer of the Licence on 13th December 2023. Ali SEI was both the Designated Premises Supervisor and the Premises Licence Holder during the period in which the incidents referred to in this Review took place.

Specific Details of Actions:

Incident One

On 24th May 2023 trading Standards carried out a visit accompanied by the Metropolitan Police Service, including Police Licensing officers.

Ali SEI was not present during this visit. A man who identified himself as Irfan ERDOGAN was present and appeared to be in charge on the day. He informed us that Ali SEI was the owner of the business.

An inspection was carried out and Trading Standards discovered a total of 227 disposable vapes, which did not comply with the Tobacco and Related Products Regulations 2016 in that the tanks exceeded the 2ml maximum size allowed for these products.

- . The issues with the VAPES are as follows: -
 - All the VAPES seized had tank sizes in excess of 2ml. The legal safe size would be 600-650 puffs. All the Vapes seized were in excess of this with some as large as 3500 puffs.
 - Some of the Vapes had incorrect health warnings.
 - The majority of the seized VAPES did not have UK addresses as they were not intended for the UK market.
 - The VAPES were not of the types registered and approved by the Medicines Healthcare Regulation Authority (MHRA) which is a legal requirement.

In addition, 5 sachets of Kamagra oral jelly were discovered behind the counter which are known to be controlled erectile dysfunction medication of a type which normally require a prescription or approval of a pharmacist to sell. This particular brand of medicine was of a brand not licenced for

sale in the UK. Firat Supermarket is not a Registered Pharmacy.

It can be an offence under the Human Medicines Regulations 2012 to sell controlled medicines over the counter and a banned practice under The Consumer Protection from Unfair Trading Regulations 2008 to give the impression that a product is legal to sell when it is not.

The infringing items were seized by Trading Standards.

Photographs of the seized items are attached as **Annex 1**

A receipt was given for the seized items attached as **Annex 2**.

Following this visit an interview letter was sent to Ali SEI the DPH and DPS dated 6th July 2023 asking questions in relation to the seized products. (Attached as **Annex 3**.) No reply was received.

A second follow up letter was sent regarding the Vapes and Kamagra Jelly dated 13th September 2023. Again, no reply was received from Ali SEI. See **Annex 4.**

Incident 2

On 9th August 2023 Trading Standards conducted an underage test purchasing exercise. As part of that exercise at 3.27pm an underage person entered the Licenced Premises and was able to purchase an Elf Bar 600 disposable vape. The sale was made by Mohsin AHMED.

Incident 3

On 17th October 2023 as part of Operation CeCe which is an initiative to tackle illegal tobacco being sold in the Borough, Trading Standards again visited the licenced premises accompanied by tobacco search dogs.

On entry to the premises at 10-35am. There were two males on the premises. One unidentified male in his 40s and a second in his early twenties who later gave his name as Moshin. The officers introduced themselves showing their identification and explained they wished to conduct an inspection of the shop. At this point the older man pushed his way out of the shop past the dog handler and one of the Trading Standards officers. He was carrying a light-coloured short length jacket. The officers followed him out of the shop as they were suspicious the jacket may have contained illegal goods which he was trying to remove from the premises.

The man went into a service road which led to a car park at the side of the premises. He was making a telephone call as he was walking away. The officers approached the man and after some conversation they persuaded the man to hand over the jacket for examination.

After handing over the jacket the man refused to give his name and walked away. He did not return to the shop. The jacket was examined and was found to contain. 640 Non-Duty paid cigarettes and one open packet of Kamagra Jelly which were in the pocket and extending into the lining. The officers returned to the shop.

A photograph of the jacket containing the cigarettes and Kamagra Gel is attached as **Annex 5**. A

receipt was given to the younger man who gave his name as Moshin. Moshin explained he was only on a trial shift at the shop and knew nothing about any illegal goods. He refused to sign the receipt or give his full name. The officers then left the shop.

The receipt for the seized items is attached as **Annex 6**.

Persons Associated with the Business.

Trading Standards are concerned that the most recent licence transfer on 13th December 2023 may have been motivated by a desire to re-set the record of the business and associate the issues identified with this Review with a previous management.

Irfan ERDOGAN was present and in charge of the premises on 24th May 2023 and he has links to the Premises' current Business Rates payer Haydar ERDOGAN as they share the same correspondence address. Irfan ERDOGAN used this address in an application to transfer the Licence to him, which was submitted on 20th October 2023, three days after the third incident referred to in this Review. This application was later withdrawn on 19th November 2023.

Irfan ERDOGAN is the current registered Food Business Operator of the premises and has been since 28th October 2016.

Haydar ERDOGAN became the registered Business rates payer of the Licenced Premises on 15th September 2016 and remains so at the time of writing.

Haydar ERDOGAN the Business Rates Payer is specifically mentioned in one of the Licence conditions in that he is prohibited from entering the Licenced Premises.

Ali SEI the former Premises Licence holder and current Designated Premises Supervisor, remained the Designated Premises Supervisor after the Licence transfer on December 13th, 2023.

Mr Hurcem MERKAN is the current Premises Licence Holder. Companies House Records show MERKAN is an active Director of Gordon Express Limited which has a Registered address at the Licenced Premises and records show he was appointed on 4th May 2023. He is the Person with Significant control owning more than 75% of the shares.

Companies House Records also show that Ali SEI was a Director of Gordon Express Limited until he resigned on 4th May 2023.

Trading Standards believe Gordon Express Limited is involved in running the business as it is Registered at the Licenced Premises, and the nature of the business is registered as

"47110 - Retail sale in non-specialised stores with food, beverages or tobacco predominating".

If as Companies House Records suggest Hurcem MERKAN took over the directing mind of the business on 4th May 2023 he would logically, therefore have been involved in the business for all three incidents referred to in this Review alongside the DPS, Ali SEI. Relevant Companies House Records attached as **ANNEX 7** (i)(ii)(iii).

Trading Standards have brought this Review as they are concerned that those in control at the licenced premises are willing to sell illegal goods such as prescription medicines, non-compliant E-cigarettes and non-Duty paid cigarettes.

Following the seizure of prescription medicines on 24th May 2023, rather than stop selling them the business appears to have chosen to resort to more covert means and continued selling illegal goods, resulting in a further seizure on 17th October 2023.

The underage Sale of Electronic Cigarettes in August 2023 gives Trading Standards further concern that the business is not being run in a responsible manner.

The sale of erectile dysfunction tablets without controls or medical approval could cause health and safety risks to consumers.

E-cigarettes with large tank sizes could present a safety risk to consumers if they leak due to the larger amounts of nicotine containing liquid present.

The Sale of Vapes to underage persons is a Public Health issue.

It should be noted the business is not currently a member of the Councils Responsible Trader Scheme.

Section 13(4) of Licensing Act 2003 and Regulation 7 of The Licensing Act 2003 (Premises Licences and Club Premises Certificates) Regulations 2005 makes a local weights and measures authority a responsible authority for the purposes of the legislation. The London Borough of Haringey is a local weights and measures authority, and that function is carried out by the Trading Standards team.

Recommendations:

This Current Designated Premises Supervisor Ali SEI has clearly demonstrated that there has been a major breakdown in due diligence and has clearly not acted responsibly or promoted the Licensing objectives. Trading Standards, therefore, recommend he is removed from his role as DPS.

Trading Standards recommends that the Licence be revoked if the Committee is satisfied that the current Premises Licence Holder was involved in the business during all three incidents as Companies House records suggest.

Trading Standards are concerned that the Licence holders are not taking their responsibilities seriously and have displayed a reckless attitude towards the Licensing Objectives and are actively rotating the persons responsible for the Licence in order to frustrate the Review process.

If the Committee are not minded to revoke the Licence, then Trading Standards recommend a period of Suspension of the licence for 3 months to allow for proper controls and training to be put in place at the premises.

Trading Standards recommend the Conditions below are added to the Licence.

Additional Conditions are also Proposed by Trading Standards

- 1.0 All staff responsible for selling age restricted products on the premises shall be trained to prevent under ages sale.
- 2.0 Written records of this training signed and dated by the person receiving the training and the trainer shall be retained and made available to Police and authorised council officers on request.
- 3.0 Posters shall be displayed in prominent positions around the till advising customers of the "proof of age" required under the "Challenge 25" policy at the premises.
- 4.0 A refusals book shall be kept at the premises to record details of all refusals to sell alcohol and age restricted products. This book shall contain:

The date and time of the incident,

The product which was the subject of the refusal

A description of the customer,

The name of the staff member who refused the sale

The reason the sale was refused.

This book shall be made available to Police and all authorised council officers on request.

5.0 The Designated Premises Supervisor shall regularly check the refusals book to ensure it is being consistently used by all staff. They shall sign and date when inspected.

- 6.0 Legible copies of receipts for alcohol purchases shall be retained on the premises for six months and made available to Authorised Officers on request. An ultraviolet light shall be purchased and used at the store to check the authenticity of all stock purchased which bears a UK Duty Paid stamp.
- 7.0 Where the Licensee becomes aware that any alcohol or tobacco may be not duty paid, they shall inform the Council of this immediately.
- 8.0 Only tobacco products which are not on the covered tobacco display cabinet shall be stored in a container clearly marked 'Tobacco Stock'. This container shall be kept within the storeroom or behind the sales counter.
- 9.0 Tobacco shall only be taken from the covered tobacco display cabinet behind the sales counter to make a sale.
- 10. Only tobacco and alcohol which is available for retail sale shall be stored on the premises.
- 11. No medicines which require prescription or a pharmacist's approval for sale shall be stored on the premises.
- 12. The DPS shall regularly check stocks of electronic cigarettes to ensure they are legally complaint and keep written records of these checks which must be kept at the premises and produced to Authorised Council officers and Police on request.
- 13. After evidence of any legal non-compliance relevant to the promotion of the Licensing Objectives is found, the licensee shall attend a meeting, upon reasonable request, with appropriate Responsible Authorities at the Council Offices or other suitable location. This condition does not require the licensee to say anything while under caution.
 - 14. Any breakdown or malfunction of the CCTV system which is likely to prevent the recording of CCTV images shall be reported to the Licensing Authority immediately.
- 15. The business shall apply to join the Councils Responsible Trader Scheme.

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

Attached Documents

Annex 1: Photographs of Seized Goods

Annex 2: Receipt for Seized Goods

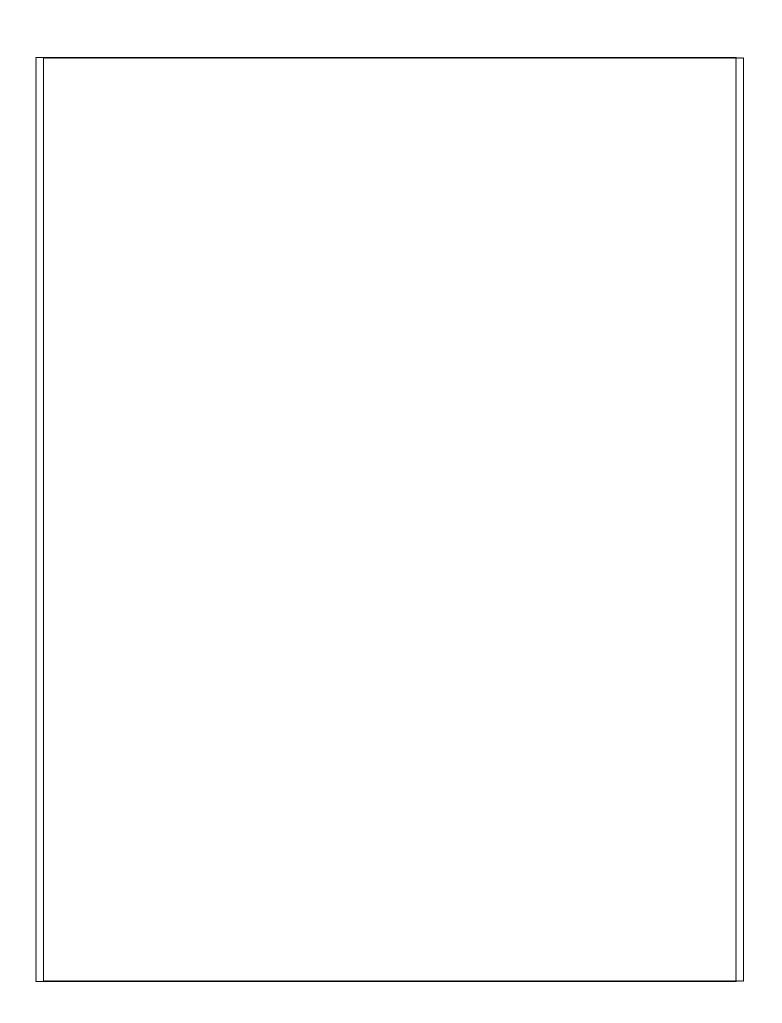
Annex 3: Letter to Ali SEI

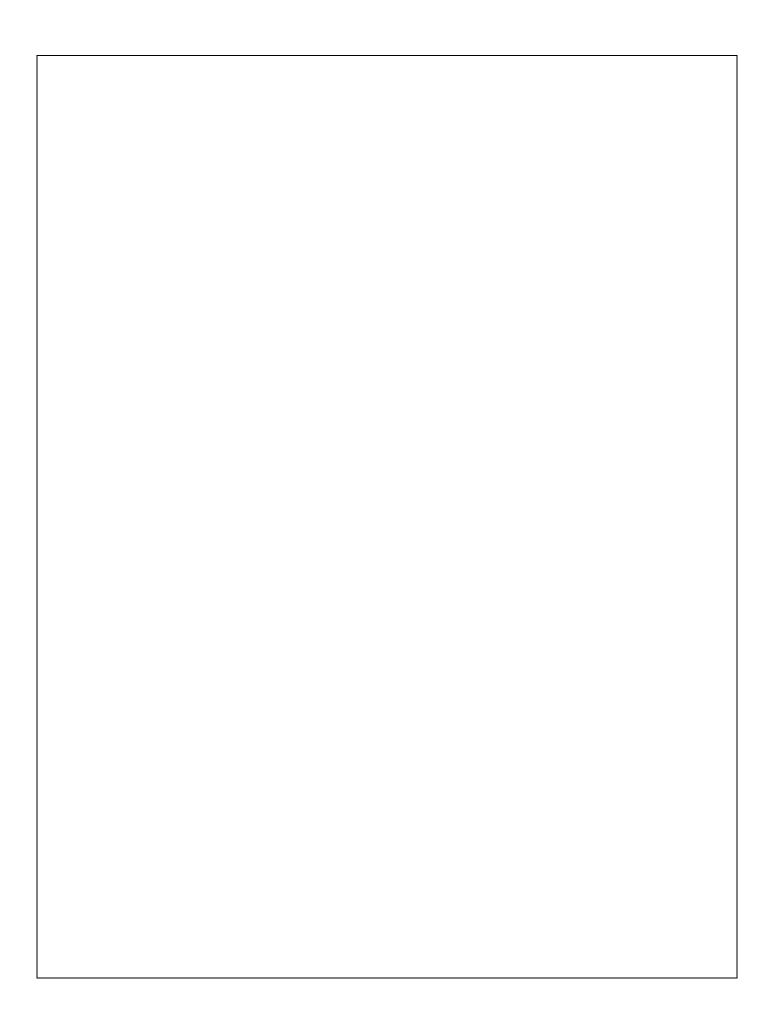
Annex 4: Letter to Ali SEI

Annex 5: Photographs of Cigarettes and Kamagra Gel

Annex 6: Receipt for Seizure

Annex 7: Companies House Records (Gordon Express Limited)





Have yo premise	ou made an application for review relating to the	Please tick ✓ yes
If yes p	lease state the date of that application	Day Month Year
	If you have made representations before relating to the prenand when you made them:	nises, please state what they were
	N/A	

;	

yes	Please		
•	I have sent copies of this form and enclosures to the responsible authorities and the premises licence holder or club holding the club premises certificate,		
•	as appropriate I understand that if I do not comply with the above requirements my application will be rejected	\boxtimes	

IT IS AN OFFENCE, LIABLE ON CONVICTION TO A FINE UP TO LEVEL 5 ON THE STANDARD SCALE, UNDER SECTION 158 OF THE LICENSING ACT 2003 TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION

Part 3 – Signatures (please read guidance note 4)

Signature of applicant or applicant's solicitor or other duly authorised agent (please read guidance note 5). If signing on behalf of the applicant please state in what capacity.

Signature M Squire) // Labor
Date 3	1 st January 2023
Capacity	Trading Standards Specialist Officer

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

Michael Squire

Trading Standards Specialist Officer

11/9

Regulatory Services

Alexandra House

Wood Green

London

Post town	Post Code
London	N22 8HQ

Telephone number (if any) 0208 489 5158 or 07870 157819

Notes for Guidance

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



PUBLIC NOTICE



Notice of Application for the review of a Premises Licence.

Notice is given that application has been made to the Licensing Authority for a review of the premises license under s.51 and 87 of the Licensing Act 2003 in respect of the following premises:

FIRAT SUPERMARKET 38 BOUNDS GREEN ROAD WOOD GREEN LONDON N11 2EU

The application for review has been made on the following grounds:

THE OPERATION OF THE PREMISES HAS FAILED TO UPHOLD THE LICENSING CONDITIONS AND THE OBJECTIVE OF:

- THE PREVENTION OF CRIME AND DISORDER
- THE PROTECTION OF CHILDREN FROM HARM

In this regard the premises was found to be stocking for sale unlicensed controlled medication, vapes with tank sizes exceeding 2ml and non-compliant E cigarettes, which has led to crime and disorder and the protection of children from harm.

Interested parties or responsible authorities wishing to make representations must give notice in writing to:

Lead Officer - Licensing@haringey.gov.uk

By: 28th FEBRUARY 2024

The grounds for review and Haringey Councils Licensing register may be viewed by emailing licensing@haringey.gov.uk

IT IS AN OFFENCE LIABLE ON CONVICTION TO A FINE UP TO LEVEL 5 ON THE STANDARD SCALE (£5000), UNDER SECTION 158 OF THE LICENSING ACT 2003 TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION



Annex 1

Photographs of Disposable Cigarettes with Oversize Tanks (below)





Photographs of Kamagra Oral Jelly (below)





Regulatory Services

RS 00731



6th Floor, Alexandra House, 10 Station Road, London N22 7TR **Tel**: 020 8489 5134

Quer ALI SEL

E mail: frontline@haringey.gov.uk www.haringey.gov.		4 mos til		
Record of Seized Property/Notice of Addit	ional Pov	wers of Seizure*/ Not	ice Foll	lowing Visit
Name: INFA J GRODE	MA	Date: 24/	5/2	4
Address: 38 DOUNDS GRACH	IV	<u> </u>	wise the	
Address: JO VIVIAUL 1	Λ,	Post Code	. r	entmont(s)
CASUMER RIGHT	Stvl	1000	E	actment(s)
The following items have been received/relin accordance with the provisions of the above natibe required as evidence in proceedings for an offermation	man artis	the Act(s) have been sei	ZCG GIIG	w which may detained by ot applicable)
me: I agree to permanently hand over all of the items	listed and	they will be owned by Hai	ringey Co	ouncil. I will
not be able to get these items back once i have si	gned belov			ot applicable)
Notice /Observations/Action Required			(Circle	if applicable)
Item Description of Property	Seized	From Where	Time	Seal No.
No. Or Notice/Observations/Action	by Officer	Or Legislation	A the said	Statutory Requirement
1 S KAMPORA OGS JOH	R	thick Gut	H-20N	No48 684 5
2 157 VAPES	Ms	GUNTAR DURIN	126	W 5286223
3 70 VADES	Ms	ft - to	Tr.	Harris Harris
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*Section 50 of the Crimina of property found on premises where it is not reasoning or separation at the scene. Section 52 receive property was seized, specifying various information for the property was not reasonably practicable to contain the scene.	asonably places the population Under S	rovision of a written notice	to the pe	rson from whom
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Authorised Officer:		Notice Received By: (Signed)	Dug	5
Print Name)	A STATE OF THE STA	(Print Name)RLA	V ER	10 ptn
(Designation).	FE-13-T-	(Status)	K COPY (Remains in Pad)



Environment & Neighbourhoods

Regulatory Services Manager: Gavin Douglas



Ali Sel Firat Supermarket, 38 Bounds Green Road London N11 2EU

Your ref:

Date: 6th July 2023 Our ref: WK/573122

Dear Sir.

Re: Tobacco and Related Products Regulations 2016: Consumer Protection From Unfair Trading Regulations 2008: The Licensing Act 2003

I write further to my visit to your shop premises trading as Firat Supermarket, 38 Bounds Green Road, London N11 2EU on 24th May 2023.

During the visit 227 disposable electronic cigarettes (VAPES) were seized from behind the counter of your premises. These products had oversize tanks larger than the legal limit of 2ml. In addition, many of these E cigarette products did not carry UK addresses or the correct UK health warnings as required for the UK market. These facts can constitute offences under the above-mentioned legislation.

Further, 5 packets of Kamagra Gel (Erectile Dysfunction medicines) were seized from behind the counter of the shop. Selling these products without the approval of a medical professional can be an offence under the Consumer Protection From Unfair Trading Regulations 2008 in that you are giving the impression they were legal to sell when they were not.

Selling illegal products can affect your Licence which could be subject to Review under the Licensing Act 2003.

In order to complete my investigation, I wish to put some questions to you as the owner of the business and Premises Licence Holder. When replying please ensure that this letter is answered by you, and you sign and date it to approve its content.

Before I ask any questions, I must caution you that is, You do not have to say anything. But it may harm your defence if you do not mention when questioned something which you later rely on in Court. Anything you do say may be given in evidence. You are also advised that you may wish to seek legal advice or consult a solicitor before replying to this letter.

- 1. Can you state your full name?
- 2. What is your date and place of birth?

- 3. What is your home address?
- 1. On 24th May 2023 were you the sole owner of Firat Supermarket, 38 Bounds Green Road, London N11 2EU?(If not, please provide me with the full details of ownership of the business on that date).
- 2. Do you agree that on 24th May 2023 you were the Premises licence Holder and Designated Premises Supervisor of Firat Supermarket under the Licensing Act 2003?
- 3. Would you agree you are active in the management of the business?
- 4. How long have you been trading?
- 5. Do you agree that you had disposable electronic cigarettes with tank sizes in excess of the legal limit for sale in your shop on 24th May 2023?
- 6. Do you agree that many of the Electronic Cigarettes seized had incorrect health warnings and did not have UK addresses on the packaging?
- 7. How much were you selling these electronic cigarettes for?
- 8. Who did you buy the seized electronic cigarettes from? (Please provide a name and address)
- 9. When did you buy the electronic cigarettes that were seized?
- 10. Do you have invoices or receipts for the seized electronic cigarettes? (If so please provide copies).
- 11. How many of the infringing electronic cigarettes have you sold?
- 12.Do you know it is illegal to sell electronic cigarettes without UK approved health warnings and UK addresses on the packaging?
- 13. How much time do you spend at the business in an average week?
- 14. Do you have anything you would like to say in respect of the illegal electronic cigarettes found at the Licensed Premises?
- 15. Why did you have Kamagra Gel erectile dysfunction medicines on the licenced premises?
- 16. How much were you selling the kamagra Gel medicines for?
- 17. Are you aware it is illegal to sell Kamagra or similar erectile dysfunction medicines to the public without the approval of a pharmacist or medical professional?
- 18. Where did you get the Kamagra Gel Medicines from. Please provide copies of invoices and receipts with your reply?
- 19. Is there anything you want to say in respect of this matter or to clarify anything you have already said in this letter in response to other questions?

Page 31 I would be grateful if you could respond to my questions within 14 days so that I can complete my investigation. Please respond by post and sign and date your reply. Please also provide a copy of your response by E Mail to Michael.squire@haringey.gov.uk which will assist me.

I thank you for your attention.

Yours faithfully

M Squire

Trading Standards Specialist Officer

Commercial Environmental Health & **Trading Standards** Level 4, Alexandra House 10 Station Road, London N22 7TR T 020 8489 5158 E michael.squire@haringey.gov.uk

www.haringey.gov.uk



Environment & Neighbourhoods

Regulatory Services Manager: Gavin Douglas



Ali Sel Firat Supermarket, 38 Bounds Green Road London N11 2EU

Your ref:

Date: 13th September 2023

Our ref: WK/573122

Dear Sir,

Re: Tobacco and Related Products Regulations 2016: Consumer Protection From Unfair Trading Regulations 2008: The Licensing Act 2003

I am writing to you further to my letter of 6th July 2023 to which I have not received a reply. I have set out below the questions I wrote to you in my previous letter and I await your response. If I do not hear from you in the next 14 days I will submit my report without the benefit of your observations.

I write further to my visit to your shop premises trading as Firat Supermarket, 38 Bounds Green Road, London N11 2EU on 24th May 2023.

During the visit 227 disposable electronic cigarettes (VAPES) were seized from behind the counter of your premises. These products had oversize tanks larger than the legal limit of 2ml. In addition, many of these E cigarette products did not carry UK addresses or the correct UK health warnings as required for the UK market. These facts can constitute offences under the above-mentioned legislation.

Further, 5 packets of Kamagra Gel (Erectile Dysfunction medicines) were seized from behind the counter of the shop. Selling these products without the approval of a medical professional can be an offence under the Consumer Protection From Unfair Trading Regulations 2008 in that you are giving the impression they were legal to sell when they were not.

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Before I ask any questions, I must caution you that is, You do not have to say anything. But it may harm your defence if you do not mention when questioned something which

you later rely on in Court. Anything you do say may be given in evidence. You are also advised that you may wish to seek legal advice or consult a solicitor before replying to this letter.

- 1. Can you state your full name?
- 2. What is your date and place of birth?
- 3. What is your home address?
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- 7. How long have you been trading?
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- Page 35
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I thank you for your attention.

Yours faithfully

M Squire

Trading Standards Specialist Officer

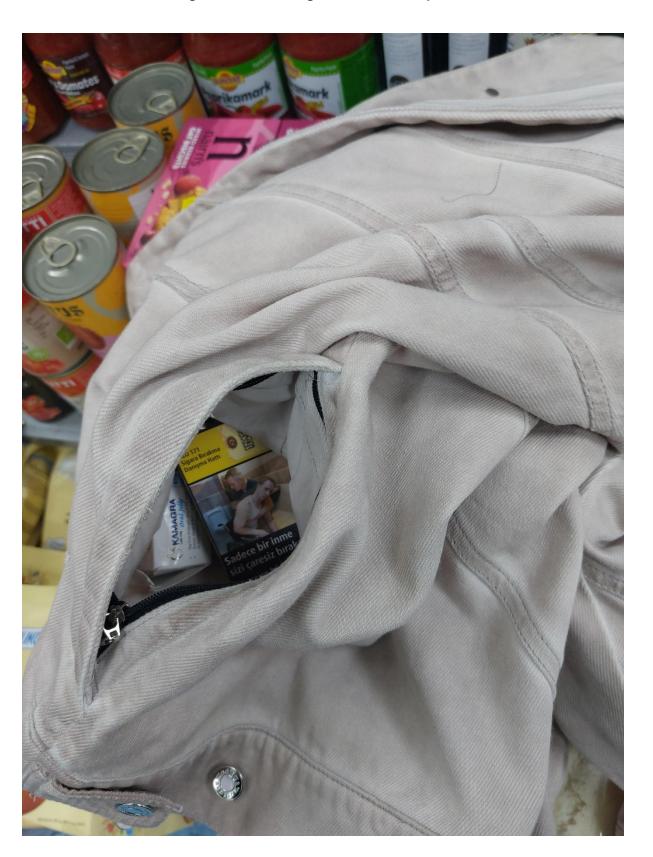
Commercial Environmental Health & Trading Standards Level 4, Alexandra House 10 Station Road, London N22 7TR T 020 8489 5158

E michael.squire@haringey.gov.uk www.haringey.gov.uk



Page 37

Annex 5 Photo of Seized Cigarettes and Kamagra as found inside jacket





Regulatory Services

00736

6th Floor, Alexandra House, 10 Station Road, London N22 7TR Tel: 020 8489 5134 E mail: frontline@haringey.gov.uk www.haringey.gov.uk

where

Record of Seized Property/Notice of Addi	tional Po	owers of Seizure*/ N	otice Fo	ollowing Visit				
Name: FIRATI Date: 17/1e/23 Address: 38 Tourds Gach Rope								
Address: 38 Vaudos Gach Roff								
	antil Ytti	Post Code.	amed in	eries in the life				
6 Nyyapa R 1044	sA	73	Е	nactment(s)				
The following items have been received/returned In accordance with the provisions of the above named Act(s), the documents/goods listed below which may be required as evidence in proceedings for an offence under the Act(s) have been seized and detained by me: (delete section if not applicable)								
I agree to permanently hand over all of the items listed and they will be owned by Haringey Council. I will not be able to get these items back once i have signed below Signed								
Notice /Observations/Action Required			(Circle	if applicable)				
Item Description of Property No. Or	Seized by Officer	From Where Or	Time	Seal No. or Statutory				
Notice/Observations/Action	and with the	Legislation		Requirement				
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*Section 50 of the Criminal Justice and Police Act 2001 allows for the seizure and removal property found on premises where it is not reasonably practicable to complete the process of examination, searching or separation at the scene. Section 52 requires the provision of a written notice to the person from whom the property was seized, specifying various information. Under Search Warrant Without Search Warrant Reasons why it was not reasonably practicable to complete the relevant process at the scene. (See Overleaf)								
LAWRESS ST. ST. ST. ST.		inergo militar y la lima en grande.						
Authorised Officer: Notice Received By: (Signed)								
(Print Name).		(Print Name)	84	EN				
(Designation).		(Status)		· • /- /- · · ·				
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Find and update company information

(http://resources.companieshouse.gov.uk/serviceInformation.shtml#compInfo)
Advanced company search (/advanced-search)

GORDON EXPRESS LTD

Company number 11793491

Follow this company

File for this company
(https://beta.companieshouse.gov.uk/company/11793491/authorise?
return_to=/company/11793491)

Overview

Filing history

<u>People</u>

More

Registered office address

38 Bounds Green Road, London, United Kingdom, N11 2EU

Company status

Active

Company type

Private limited Company

Incorporated on

28 January 2019

Accounts

Next accounts made up to 31 January 2024 due by 31 October 2024

Last accounts made up to 31 January 2023

Confirmation statement

Next statement date 10 May 2024 due by 24 May 2024

Last statement dated 10 May 2023

Nature of business (SIC)

• 47110 - Retail sale in non-specialised stores with food, beverages or tobacco predominating

Tell us what you think of this service (https://www.smartsurvey.co.uk/s/getcompanyinformation/) Is there anything wrong with this page? (/help/feedback?sourceurl=https://find-and-update.company-information.service.gov.uk/company/11793491)

Policies Link opens in new tab

Cookies (https://beta.companieshouse.gov.uk/help/cookies)

Contact us Link opens in new tab

Accessibility statement

(https://beta.companieshouse.gov.uk/help/accessibility-

statement)

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Advanced company search (/advanced-search)

GORDON EXPRESS LTD

Company number 11793491

Follow this company

Appointed on 4 May 2023

File for this company
(https://beta.companieshouse.gov.uk/company/11793491/authorise?
return_to=/company/11793491/officers)

<u>Overview</u>	Filing history	People	<u>More</u>
OfficersPersons Filter offi		<u>ol (/company/11</u>	793491/persons-with-significant-control)
Current offic	eers		
Apply filter			
2 officers	/ 1 resignation		
MERKAN, Hu	ırcem		
Correspondenc	e address 38 Bounds G	Freen Road, Lo	ondon, United Kingdom, N11 2EU
Role Active D	irector		
Date of birth F	Sebruary 1981		

Nationality British

Country of residence England

Occupation **Director**

SEL, Ali

Correspondence address 38 Bounds Green Road, London, United Kingdom, N11 2EU

Role Resigned Director

Date of birth January 1972

Appointed on 28 January 2019

Resigned on 4 May 2023

Nationality British

Country of residence England

Occupation Director

<u>Tell us what you think of this service (https://www.smartsurvey.co.uk/s/getcompanyinformation/)</u> <u>Is there anything wrong with this page? (/help/feedback?sourceurl=https://find-and-update.company-information.service.gov.uk/company/11793491/officers)</u>

Policies Link opens in new tab

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statement)

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Advanced company search (/advanced-search)

GORDON EXPRESS LTD

Company number 11793491

Follow this company

File for this company (https://beta.companieshouse.gov.uk/company/11793491/authorise? return_to=/company/11793491/persons-with-significant-control)

<u>Overview</u> <u>Filing history</u> People <u>More</u>

- Officers (/company/11793491/officers)
- Persons with significant control

1 active person with significant control / 0 active statements

Mr Hurcem Merkan Active

Correspondence address 38 Bounds Green Road, London, United Kingdom, N11 2EU

Notified on 4 May 2023

Date of birth February 1981

Nationality British

Country of residence England

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

Mr Ali Sel Ceased

Correspondence address 38 Bounds Green Road, London, United Kingdom, N11 2EU

Notified on 28 January 2019

Ceased on 4 May 2023

Date of birth January 1972

Nationality British

Country of residence England

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

Tell us what you think of this service (https://www.smartsurvey.co.uk/s/getcompanyinformation/) Is there anything wrong with this page? (/help/feedback?sourceurl=https://find-and-update.company-information.service.gov.uk/company/11793491/persons-with-significant-control)

Policies Link opens in new tab

Cookies (https://beta.companieshouse.gov.uk/help/cookies)

Contact us Link opens in new tab

Accessibility statement

(https://beta.companieshouse.gov.uk/help/accessibility-

statement)

<u>Developers Link opens in new tab</u>

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Appendix 2



LICENSING ACT 2003 Sec 24

PREMISES LICENCE

Receipt: SELMS00003210 Premises Licence Number: LN/000017249

This Premises Licence has been issued by:

The Licensing Authority, London Borough of Haringey, 4th Floor Alexandra House, 10 Station Road, Wood Green, London N22 7TR

Signature: Date: 20th October 2016
Transfer: 13th December 2023

Part 1 - PREMISES DETAILS

<u>Postal Address of Premises or, if none, Ordnance Survey map reference or description:</u>

FIRAT SUPERMARKET
38 BOUNDS GREEN ROAD
LONDON
N11 2EU

Telephone:

Where the Licence is time limited, the dates:

Not applicable

Licensable activities authorised by the Licence:

Supply of Alcohol

The times the Licence authorises the carrying out of licensable activities:

Supply of Alcohol

Sunday to Thursday 0800 to 0000 Friday to Saturday 0800 to 0100

The opening hours of the premises:

Sunday to Thursday 0800 to 0000 Friday to Saturday 0800 to 0100

Where the Licence authorises supplies of alcohol whether these are on and/or off supplies:

Supply of alcohol for consumption **OFF** the premises.

PREMISES DETAILS [CONT'D]

Part 2

Name, (registered) address, telephone number and e-mail (where relevant) of holder of Premises Licence:

Hurcem Merkan

Registered number of holder, for example company number, charity number (where applicable):

Not applicable

Name, address and telephone number of designated premises supervisor where the Premises Licence authorises the supply of alcohol:

Ali Sel

<u>Personal Licence number and issuing authority of personal licence held by designated premises supervisor where the Premises Licence authorises for the supply of alcohol:</u>

Personal Licence: LN/000007864

Issued by: London Borough of Haringey

Annex 1 - Mandatory Conditions

Supply of alcohol.

- 1. 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.
- 2. Every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.
- 3. (1) The premises licence holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.
- (2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.
- (3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either—
- (a) a holographic mark, or
- (b) an ultraviolet feature.

4. Prohibition on Sale of Alcohol below Cost of Duty plus VAT.

- (1) A relevant person shall ensure that no alcohol is sold or supplied for consumption off the premises for a price which is less than the permitted price.
- (2) For the purposes of the condition set out in paragraph (1) —
- (a) —dutyll is to be construed in accordance with the Alcoholic Liquor Duties Act 1979(6);
- (b) —permitted pricell is the price found by applying the formula –

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

Where -

- (i) P is the permitted price,
- (ii) D is the rate of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
 - (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol.
- (c) relevant personll 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 personl 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) —valued added taxll means value added tax charged in accordance with the Value Added Tax Act 1994
- (3) Where the permitted price given by Paragraph (b) of paragraph (2) would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

Annex 1 - Mandatory Conditions

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

Door supervision.

1. Any person(s) required to be on the premises to carry out a security activity must be authorised to carry out that activity by a licence granted under the Private Security Industry Act 2001 or be entitled to carry out that activity by virtue of Section 4 of that Act.

Annex 2 - Conditions consistent with the Operating Schedule

THE PREVENTION OF CRIME AND DISORDER

The DPS or trained member of staff nominated in writing by the DPS will be on duty at all times the premise is open to the public.

A CCTV System covering the interior and exterior of the premises will be installed to current Metropolitan Police/ Home Office standards and will be kept operational at all times the premise is open to the public.

CCTV will be capable of taking head and shoulders shot of persons entering the premises.

Recording images will be to an evidential standard in any light and be capable of storing images for a minimum of 31 days.

All staff who work front of house will be trained to operate the CCTV system and download images.

At least one member of staff will be trained to operate the CCTV system and download images will be on duty at all times the premise is open to the public. Footage shall be shown to the police and screen shots provided upon request.

Copies of downloaded images will be provided to Police on a USB stick, CD or other acceptable means within 24 hours of request.

An incident book will be kept on the premises and made available upon request to the Police or authorised council officer, which will record the following:

- All crimes reported
- Lost property
- All ejections of customers
- Any complaints received
- Any incidents of disorder
- Any seizure of drugs or offensive weapons
- Any faults with CCTV
- Any refusal in the sale of alcohol
- Any visit by relevant authority or emergency service

Notices will be prominently displayed by entry/exit door and point of sale advising customers:

- CCTV and Challenge 25 are in operation.
- the provisions of the licensing act regarding under age and proxy sales.
- the permitted hours for licensing activities and opening times
- not to drink in the street
- to respect residents, leave quietly, not loiter outside the premises or in the vicinity and to dispose of litter legally.

PUBLIC SAFETY

A fire risk assessment and emergency plan will be prepared and regularly review.

All staff will receive appropriate fire safety training and refresher training.

THE PREVENTION OF PUBLIC NUISANCE

The front of the premises shall be kept tidy at all times.

Relevant notices will be prominently displayed by the entry/exit door and point of sale

No deliveries will be received or rubbish removed from the premises between 2100 and 0700.

Annex 2 - Conditions consistent with the Operating Schedule

Any music played will only be played at background level.

An incident book shall be kept at the premises and made available to the Police or authorised council officer

A phone number for the premises will be made available upon request to Police, other responsible authorities and residents.

Any complaints and outcome will be recorded in the incident book.

Plant and machinery

All plant and machinery is correctly maintained and regularly serviced to ensure that it is operating efficiently and with minimal disturbance to neighbours arising from noise.

Prevention of nuisance from light

Illuminated external signage shall be switched off when the premise is closed.

THE PROTECTION OF CHILDREN

The 'Challenge 25' will be implemented.

The following forms of identification will be accepted:

- Valid passport
- Photo driving licence
- MF Forces photographic ID card
- Proof of age card with the PASS logo or hologram

All refusals of alcohol sales shall be recorded in the refusal section of the incident book.

The incident book will be kept on the premises and produced to Police and authorised council officers upon request

All staff who work front of house will be trained for their role on induction and be given refresher training every six months.

Written training records will be kept for each staff member and produced upon request to Police and authorised council. Training will include identifying persons under the age of 25, making a challenge, acceptable proof of age and ID checks, making and recording a refusal, avoid conflict and responsible alcohol retailing.

Unless an EPOs system with automatic proof of age check reminder is incorporated is in use a manual prompt will be displayed by the till(s) to remind staff to check proof of age where appropriate.

All staff working the tills will be trained for their role on induction and given refresher training every six months.

Annex 3 – Conditions attached after a hearing by the licensing authority

RESOLVED 20th October 2016

The Committee carefully considered the application for a new premises licence, the representations of the Metropolitan Police, Public Health, licensing authority and Trading Standards teams and the applicant's representative.

The Committee resolved to grant the application for the

Supply of alcohol for consumption off the premises

Sunday to Thursday 0800 to 0000 hours Friday to Saturday 0800 to 0100 hours

Hours open to the public

Sunday to Thursday 0800 to 0000 hours Friday to Saturday 0800 to 0100 hours

Subject to the following conditions which were considered to be appropriate and proportionate in order to fulfil the licensing objectives:

- 1. That a CCTV recording system be installed inside the premises, positioned to capture the sale of alcohol and tobacco. A library of recordings taken by the system shall be maintained for a minimum of 31 days and made available to authorised officers upon request. A member of staff trained to operate the CCTV system and download images shall be on duty at all times the premises are open to the public. The conditions set out on page 21 of the agenda pack at paragraph 6 a to e related to
 - notices will form part of the conditions.
- 2. The premises licence holder shall not purchase alcohol or tobacco from any door to door sellers and only source alcohol, tobacco and other products from authorised or bona fide suppliers and refuse access to hawkers of counterfeit products.
- 3. The premises licence holder shall ensure all receipts for good bought include the following details:
 - i) The sellers name and address
 - ii) Sellers company details if applicable
 - Sellers VAT details if applicable

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

- 4. Mr Haydar Erdogan shall be excluded from the premises at all times. For the avoidance of doubt, he shall not sell or supply for sale alcohol or any goods at the premises whether by himself or instructing others.
- 5. The premises licence holder will ensure that the ages of purchasers of alcohol will be verified and that individuals who appear to be under 18 years of age will be required to produce photographic identification which includes their date of birth and a holographic mark. The conditions as set out on page 22 of the agenda pack at section e, points 1 to 6 shall also be imposed for the protection of children from harm.

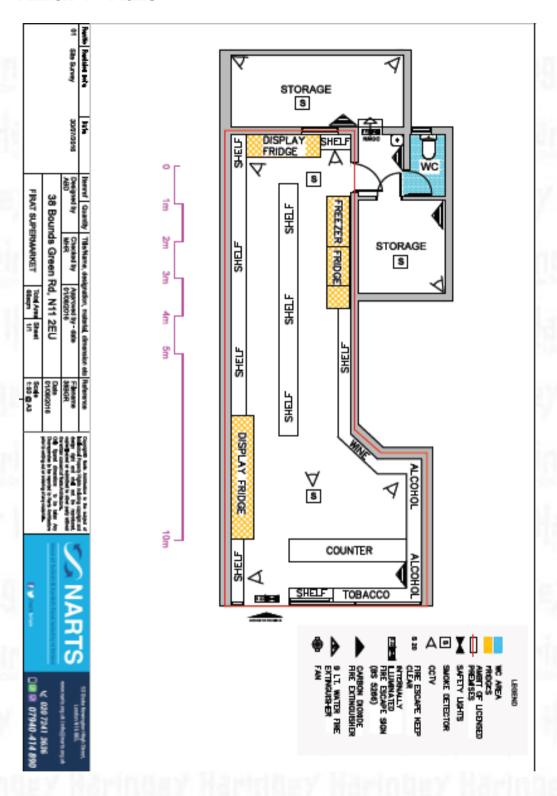
The Committee carefully considered the representations of the responsible authorities and had particular regard to the serious incidents of crime and disorder that had been associated with the premises. The Committee gave serious consideration to refusing this application in light of the matters that were put before it but saw fit to grant the licence on the understanding that the licence

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

holder would in due course become a director of the business such that he would be in a position to exert control over the events that take place at the premises. The Committee recommends that the licence holder's status as a director is verified to the responsible authorities as soon as possible.

The Committee approached its enquiries with an open mind and only made its decision after having heard from all parties.

Annex 4 - Plans





Appendix 3



From: Mahir Kilic <

Sent: Thursday, February 22, 2024 11:48 AM

To: Licensing <Licensing.Licensing@haringey.gov.uk>; Felicia Ekemezuma

<Felicia.Ekemezuma@haringey.gov.uk>

Cc: Charley Osinaike < Charley. Osinaike@haringey.gov.uk>

Subject: re[2]: Review of Premises Licence - 38 Bounds Green Road

Dear Felicia,

Thank you for the below email. Please find enclosed document which we will refer at the committee hearing if once schedudled.

Mr Hurcem Merkan did become an active director so he can open bank accounts and start proceedings of the business transfer. His business sale agreement is enclosed. The stock taking of the shop was on 17th November 2023 when he actually got full control and completed the transaction of purchase.

Mr Ali Sel who was the old owner has moved out the premises upon the compleation of DPS transfer which took place on 2nd Feb 2024. His was purely working to authorise the sale of alcohol from the date of transfer the Premises Licence which was on 22nd Nov 2023.

This hearing is really not necessary as Mr Ali Sel is no longer at the premises. He has sold the business. He can be prosecuted by Trading Standards as an individual for the incidents the review refers. Mr Hurcem Merkan was not connected to the business at all.

It is Mr Ali Sel's fault that he has given Mr Hurcem Merkan's company name during the transmission period. Mr Hurcem become full owner on 17th November 2023. He is not countable for anything happened before this date.

Kind Regards, Mahir Kilic

> Dear Mr Kilic

Thank you for your email regarding the licensing review initiated by our service. As set out in the review it is our belief that Mr Hurcem MERKAN the current Premises Licence Holder is an active Director of Gordon Express Limited which has a registered address of 38 Bounds Green Road, London N11 2EU and was appointed on 4th May 2023. Gordon Express Limited is registered with a sic code of 47110 - Retail sale in non-specialised stores with food, beverages or tobacco predominating.

In our opinion he is the person with significant control owning more than 75% of the shares and as Companies House records suggest he took over the directing mind of the business on 4th May 2023 he would therefore have been in control during all three incidents referred to in the review alongside the current DPS, Ali SEI.

For that reason, this service will not be withdrawing the licensing review.

With regards

Felicia Ekemezuma

Commercial Environmental Health and Trading Standards Manager

Please note I work Monday, Tuesday and alternate Wednesdays

Environmental Health & Trading Standards Team Level 4, Alexandra House, 10 Station Road, London, N22 7TR

Tel: 020 8489 5153 | Mob: 07805752926 Felicia.Ekemezuma@haringey.gov.uk |

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Online services: Report It / Contact Frontline / do it online

From: Daliah Barrett < <u>Daliah.Barrett@haringey.gov.uk</u> > On Behalf Of Licensing

Sent: Friday, February 2, 2024 10:59 AM

To: Felicia Ekemezuma < Felicia. Ekemezuma@haringey.gov.uk > Subject: Fwd: Review of Premises Licence - 38 Bounds Green Road

Morning Felicia See request below Regards Daliah

Sent from Outlook for Android

From: Mahir Kilic < licensing@narts.org.uk Sent: Friday, February 2, 2024 5:45:52 am

To: Daliah Barrett < daliah.barrett@haringey.gov.uk >

Cc: Licensing "><<u>licensing@haringey.gov.uk</u>>; Michael Squire

<michael.squire@haringey.gov.uk>

Subject: Review of Premises Licence - 38 Bounds Green Road

Dear Licensing Team,

Mr Hurcem Merkan has contacted me and brought the review papers to my office this morning. I would like to confirm that we will be acting to represent him on the review application you've received.

As you are aware that Mr Hurcem Merkan is currently the Premises Licence holder. Howeever due to his immigration status being on old fashion paper work there was a delay on processing his Personal Licence application by your authority which I understand now that it resolved. Once we receive his Personal Licence there will be a variation of DPS with immediate effect. Mr Ali Sel who is current DPS will be dismissed immediately upon sending the VARY of DPS application.

In the light of this information would you please laise with Trading Standard officer to either withrawn his review application?

Kind Regards, Mahir Kilic

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BUSINESS SALE AGREEMENT

This Business Sale Agreement ("Agreement") is made and entered into on this 4th day of May, 2023, by and between:

Seller: Mr. Ali Sel

Address: Firat Supermarket, 38 Bounds Green Road, London N11 2EU

Buyer: Mr. Hurcem Merkan

Address: 2 Bounds Green Court, Bounds Green Road, London N11 2EX

1. Sale of Business

The Seller agrees to sell, and the Buyer agrees to purchase the business known as Firat Supermarket located at 38 Bounds Green Road, London N11 2EU, including all assets, stock, and goodwill associated with the business.

2. Purchase Price

The total purchase price for the sale of the business is £45,000. The Buyer agrees to pay this amount in installments over 9 months starting from 1st November 2023.

3. Stock Valuation and Payment

A stock taking will occur on 1st November 2023. The Buyer will pay for the stock at the premises to the Seller on this date.

4. Transfer of Accounts and Utilities

All accounts currently held by the company will be transferred to the Buyer upon signing this Agreement. All utility bills, business rates, and other related expenses shall be transferred to either the company or the Buyer's name during the transition period.

5. Irrevocability

Upon signing this Agreement, the Seller is committed to the sale and cannot revoke the decision to sell the business.

6. Sublease and Head Lease

The Seller agrees that the sublease signed as part of this sale agreement will come into effect on 1st November 2023. Once the full payment for the sale is completed, the head lease will be transferred to the Buyer.

7. Completion of Sale

The Buyer agrees to complete the sale on 1st November 2023, acknowledging that the Buyer is on holiday until 26th October 2023.

8. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be amended only by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signature: ____ Date: _4th May 2023______

Buyer: Mr. Hurcem Merkan

Signature: ____ Date: _4th May 2023______



Dated

4th May 2023

Sub-Lease of

38 Bounds Green Road, London N11 2EU

Between

Mr Ali Sel 38 Bounds Green Road, London N11 2EU

And

Mr Hurcem Merkan 2 Bounds Green Court, Bounds Green Road, London N11 2EX

LR1. Date of lease	6 th July 2023
LR2. Title number(s)	LR2.1 Landlord's title number(s) AGL430834 LR2.2 Other title numbers Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.
LR3. Parties to this lease Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.	Landlord Mr Ali Sel, 38 Bounds Green Road, London N11 2EU Tenant Mr Hurcem Merkan, 2 Bounds Green Court, Bounds Green Road, London N11 2EX Other parties None
Insert a full description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described. Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.	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. All that propery described as "Premises" in Paticulars
LR5. Prescribed statements etc. If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement. In LR5.2, omit or delete those Acts which do not apply to this lease.	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003. LR5.2 This lease is made under, or by reference to, provisions of: Leasehold Reform Act 1967 Housing Act 1985 Housing Act 1988 Housing Act 1996

LR6. Term for which the Property is leased Include only the appropriate statement (duly completed) from the three options. NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.	From and including 1st November 2023 To and including 31st October 2033
LR7. Premium	£45,000
Specify the total premium, inclusive of any VAT where payable.	
LR8. Prohibitions or restrictions on disposing of this lease	This sub-lease contains a provision that prohibits or restricts dispositions.
Include whichever of the two statements is appropriate.	
Do not set out here the wording of the provision.	
LR9. Rights of acquisition etc. Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.	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 Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.	
LR11. Easements Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.	LR11.1 Easements granted by this lease for the benefit of the Property the rights and benefits specified in the Rights and Benefits Schedule LR11.2 Easements granted or reserved by this

	lease over the Property for the benefit of other property the exceptions and reservations specified in the Exceptions and Reservations Schedule
LR12. Estate rentcharge burdening the Property Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.	
LR13. Application for standard form of restriction Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.	The Parties to this sub-lease apply to enter the following standard form of restriction [against the title of the Property] <i>or</i> [against title number] None
LR14. Declaration of trust where there is more than one person comprising the Tenant If the Tenant is one person, omit or delete all the alternative statements. If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.	N/A

THIS AGREEMENT is dated the 6th July 2023 and is made BETWEEN:

(1)Mr Ali Sel, 38 Bounds Green Road, London N11 2EU (hereinafter known as the 'Landlord') and

(2) Mr Hurcem Merkan of 2 Bounds Green Court, Bounds Green Road, London N11 2EX (hereinafter known as the 'Tenant')

1. Definitions and Interpretations

In this Agreement except where the context otherwise requires, the following terms shall have the following meanings.

'Annual Rent' means £24,000 per annum;

'Building' means the land and building known as Ground Floor, Bounds

Green Road, London N11 2EU with title number AGL430834 and shall include any part thereof and all additions and improvements

thereto;

'Common Parts of the

Building'

means all roads footpaths yards halls passageways fire escapes staircases lifts landings and any other areas in the Building which are from time to time during the Term provided for use in common by the tenants and occupiers of the Building and all persons

expressly or by implication authorised by them;

'Conduits' means all cisterns tanks water and supply pipes (including gas and

oil pipes) gutters sewers drains soil and waste pipes watercourses ducts flues wires and cables and other conducting media used for water soil gas electricity and other services and all fixings and other ancillary equipment or structures including air extraction fans;

'Interest' means interest at the rate of 3% per cent per annum above the

LIBOR base rate for the time being;

'Landlord' includes the person or persons for the time being entitled to the

reversion immediately expectant upon the determination of the

Term;

'Letting Unit' means an individual office suite or other unit of accommodation in

the Building (other than any accommodation provided for a porter or caretaker) that is let or otherwise exclusively occupied (or intended for letting or exclusive occupation) otherwise than solely in connection with the management of the Building or the provision

of services to the Building;

'Permitted Use' Means, Class E of the Use Classes Order 1987 (as amended) was

introduced on 1st September 2020

'Rent Commencement

Means 1st November 2023

Date'

'Retained Property' means all parts of the Building which are not from time to time

Letting Units including (without prejudice to the generality of the foregoing): (a) the Common Parts of the Building; (b) all Conduits in or serving the Building except any that exclusively serve any individual Letting Unit; (c) those parts of the structure walls foundations and roofs which are not within the Premises nor would be included in the other Letting Units in the Building if they were let

on the same basis as the Premises;

'Review Date' means 1st November 2027 and then every four years on the

anniversary of each such Review Date during the Term and also the last day of the Term and "Relevant Review Date" will be

construed accordingly;

'Review Period' means the period from the Term commencement date to the first

Review Date and period of equal length for subsequent Review

Dates;

'Services' means those services covenanted for by the Landlord in Clause

4.4-4.11 inclusive;

'Service Charge' mean the annual sum payable for the Services as determined by

the Landlord;

'Surveyor' means the surveyor or architect from time to time appointed by the

Landlord provided always that in making any decision estimation or expressing an opinion hereunder the Surveyor shall be deemed to

act as an expert and not as an arbitrator;

'Term' means from and including 1st November 2023 up to and including

31st October 2033 subject to Clause 8 below;

'Tenant' includes the person or persons in whom the Term is from time to

time vested;

'the 1995 Act' means the Landlord and Tenant (Covenants) Act 1995;

'VAT' means the tax as constituted by the Value Added Tax Act 1994

(and unless otherwise expressly stated references to rent or other monies payable by the Tenant are exclusive of any VAT charged

or chargeable);

"Open Market Rent" the best clear yearly rent at which the Property might be expected

to be let at the Relevant Review Date by a landlord to a willing tenant in the open market with vacant possession and without fine or premium for the term of this Lease remaining at that time or (if the term then remaining is less than five years) for a term of five

years but assuming:

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- (a) if not a fact that the Property and all buildings comprised therein are then in existence and are ready for immediate occupation and use and (if damaged or destroyed) are fully restored and enjoy all rights necessary for the full beneficial use thereof:
- (b) if not a fact that the covenants stipulations and conditions contained in this Lease have been duly and fully performed observed and complied with;
- (c) that no work has been carried out to the Property by the Tenant or any undertenant or their respective predecessors in title during the Term or during any period of occupation prior to the date of this Lease which would diminish the letting value thereof:
- (d) that the willing tenant is with others in the open market for the Property;
- (e) that (notwithstanding any act omission or default of the Tenant or other circumstance) the Property can lawfully be used for the uses permitted by this Lease and that all the services required for such use are connected to the Property;
- (f) that the Property would be let upon terms that the willing tenant would commence paying rent immediately upon the Relevant Review Date and that such rent would not be discounted to reflect the absence of any Rent Concession;
- (g) that the willing tenant and its potential assignees suffer no disadvantage during the Term from an actual or potential election by the Landlord or other person entitled to make any such election to waive exemption in respect of value added tax (or any similar tax replacing the same)

and on a lease which shall otherwise contain the same terms and provisions in all respects as this Lease (including the provisions for review of the Basic Rent herein contained) other than:

(a) the amount of the Basic Rent and

any provisions of this Lease which are inconsistent with the express assumptions and disregards contained in this definition of "Open Market Rent"

there being disregarded any effect on rent of:

- (a) the fact that the Tenant or any lawful sub-tenant or his respective predecessors in title has been in occupation of the Property;
- (b) any goodwill attached to the Property by reason of the carrying on thereat of the business of the Tenant or any lawful subtenant (whether by him or his respective predecessors in such business);
- (c) any improvement lawfully carried out during the Term by the Tenant or any lawful sub-tenant at his own expense with the Landlord's consent otherwise than in pursuance of an obligation to the Landlord or its predecessors in title;
- (d) any effect on rent of the absence of any Rent Concession which might be given to an incoming tenant;
- (e) all Statutory Rent Restrictions.

'Premises'

means the Ground Floor of 38 Bounds Green Road, London N11 2EU and includes:

- (a) The internal plaster tile and other surface finishes and internal plasterwork of the walls in or bounding the Premises and all columns:
- (b) every part of all doors windows including the glass the frames and fastenings;
- (c) the internal non structural walls and partitions lying within the Premises;
- (d) the ceilings plastered coverings or other surface finishes of the Premises up to the underside of the joists or other structures to which the ceilings are fixed including for the avoidance of doubt the suspended ceilings which shall comprise the ceiling tiles and the complete suspension system;
- (e) the floorboards and other surfaces of the floors down to the upper surface of the joists or structures to which the floors are fixed;
- (f) any balcony serving only the Premises including the guard rails of such balcony;
- (g) all Conduits which serve the Premises exclusively;
- (h) all gas electrical mechanical and water and sanitary apparatus belonging exclusively to the Premises and all other fixtures and fittings in the Premises (other than tenants fixtures and fittings) not excluded by Clause 1 below;

The Premises do not include:-

- (a) any part of the Building (other than any matters expressly included above) lying above the underside of the joists or structures to which the ceilings are fixed or below the upper surfaces of the joists or structures to which the floors are fixed including the floor slab the roof slab and the concrete floor slab of the balcony (if any);
- (b) any of the main timbers and joists and other load bearing parts of the Building or any of the external or structural walls or load bearing columns in the Building except those surface finishes and coverings staircases windows and doors expressly included above:
- (c) any Conduits in the Building which do not serve the Premises exclusively.
- 1.2 Unless the context otherwise requires, each reference in this Agreement to:-
 - 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by facsimile transmission or similar means;
 - 1.2.2 a "working day" is a reference to any day other than Saturday or Sunday which is not a bank or public holiday in the territory of either party;
 - 1.2.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time:
 - 1.2.4 "this Agreement" is a reference to this Agreement and each of the Schedules, as amended or supplemented at the relevant time;

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- 1.2.5 a Schedule is a schedule to this Agreement; and
- 1.2.6 a Clause or Paragraph is a reference to a clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

1.3 In this Agreement:-

- 1.3.1 any reference to the parties includes a reference to their respective personal representatives, heirs, successors in title and permitted assignees;
- 1.3.2 any reference to a person includes any body corporate, unincorporated association, partnership or any other legal entity;
- 1.3.3 words importing the singular number include the plural and vice versa;
- 1.3.4 words importing any gender include any other gender.
- 1.3.5 references to the end of the Term include any sooner determination of the Term otherwise than by effluxion of time;
- 1.3.6 any covenant by the Tenant not to do an act or thing includes an obligation not to permit or suffer such act or thing to be done;
- 1.3.7 references to the act neglect or default of the Tenant include the act neglect or default of any occupier of the Premises and their respective servants and agents;
- 1.3.8 any reference to a specific statute includes any statutory extension amendment modification consolidation or re-enactment of that statute and any statutory instruments regulations rules orders or directions made under them and any general reference to statute or statutes includes any statutory instruments regulations rules orders or directions made under them;
- 1.3.9 the clause headings do not form part of this Lease and are not to be taken into account in its construction or interpretation;
- 1.3.10 references to this Lease include any document supplemental or collateral to it or entered into pursuant to its terms;
- 1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. Demise and Rent

- 2.1 The Landlord demises the Premises to the Tenant together with (so far as the Landlord can grant the same) the rights set out in the First Schedule excepting and reserving the rights set out in the Second Schedule.
- 2.2 To hold the Premises to the Tenant for the Term determinable as provided in Clause 8 below;
- 2.3 Yielding and paying to the Landlord during the Term without any deduction or set off:
 - 2.3.1 by equal payments in advance on the [frequency e.g. last day of the month] the first payment to be made on the date of this Lease for the period beginning on the Rent Commencement Date the Annual Rent;
 - 2.3.2 by way of further rent on demand from time to time a sum equivalent to the gross premium payable for the insurance attributable to the Premises effected in accordance with Clause 4.2 and any insurance effected against loss of rent and public and/or third party liability;
 - 2.3.3 by way of further or additional rent from time to time the Service Charge;
 - 2.3.4 any VAT payable on rent.

- 2.4 If any sum due under this Lease is unpaid for more than 21 days (whether formally demanded or not) or if the Landlord refuses to accept rent so as not to waive a breach of covenant the Tenant must on demand pay Interest (recoverable as rent in arrears) calculated on a daily basis on the amount unpaid or refused from the due date until the date on which payment is made.
- 2.5 The basic Rent shall be reviewed and (if appropriate) increased at the times and in the manner set out in the Fourth Schedule.

3. Tenant's Covenants

The Tenant covenants with the Landlord:-

- 3.1 To pay the rents and Interest at the times and in the manner stated without any deduction or set off.
- 3.2 To pay and discharge or indemnify the Landlord against all rates (including water rates) taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary parochial local or of any other description) which are now or at any time during the Term assessed charged or imposed upon the Premises or the owner or occupier and whether of an existing or novel nature.
- 3.3 To pay all charges incurred relating to water gas electric current power telecommunications and any other services supplied to the Premises (including all standing charges and meter rents).
- 3.4 To keep the Premises in good repair and decorative condition (except where damage results from any of the risks against which the Landlord has insured under Clause 4.2 unless payment of any of the insurance moneys is refused by reason of any act neglect or default of the Tenant) and to the reasonable satisfaction of the Landlord in the last year of the term howsoever determined to paint in a proper and workmanlike manner all the inside parts of the Premises where previously or usually painted with two coats at least of good quality paint and at the same time and in like manner to wash varnish paper and otherwise decorate or treat the parts previously or usually decorated or treated the tints colours and patterns of such works of decoration to be approved by the Landlord.
- 3.5 To keep any parts of the Premises which are not built upon clean and tidy and free from obstruction.
- 3.6 Not to do or make any waste spoil or destruction on the Premises.
- 3.7 At the end of the Term:
 - 3.7.1 if the Landlord so requires, to remove all trade or Tenant's fixtures and fittings and to reinstate the Premises to the satisfaction of the Landlord following their removal; and
 - 3.7.2 quietly to yield up the Premises in that state and condition which is in all respects consistent with a due performance by the Tenant of its obligations under this Lease.
- 3.8 If following the end of the Term any of the Tenant's possessions remain on the Premises and the Tenant fails to remove them within 1 month after being requested in writing by the Landlord to do so or if after using all reasonable endeavours the Landlord is unable to make such a request to the Tenant:
 - 3.8.1 the Landlord may as the agent of the Tenant sell the possessions and the Tenant indemnifies the Landlord against any liability incurred by it to any third party whose possessions have been sold by the Landlord in the mistaken belief that the possessions belonged to the Tenant;

- 3.8.2 if the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord is entitled to retain any proceeds of sale unless the Tenant claims them within 6 months of the end of the Term; and
- 3.8.3 the Tenant will be responsible for and will indemnify the Landlord against any damage caused to the Premises by the possession and any losses suffered by the Landlord directly or indirectly as a result of the presence of the possessions on the Premises after the end of the Term.
- 3.9 To permit the Landlord at all reasonable times on reasonable prior notice (except in emergency) to enter and view the Premises to take a schedule of fixtures and fittings and generally to monitor the performance by the Tenant of its obligations under this Lease:
 - 3.9.1 if the Landlord or its agents or Surveyors gives to the Tenant (or leaves on the Premises) notice of any repairs or maintenance which the Tenant has failed to carry out or of any other failure by the Tenant to comply with its obligations under this Lease to repair the Premises and/or remedy such failure in accordance with the notice within a period of two months from the date of the notice (or sooner if required);
 - 3.9.2 if the Tenant does not commence and proceed diligently within that period with the works needed to comply with the notice to permit the Landlord to enter the Premises and carry out the works at the Tenant's expense and to pay to the Landlord on demand (recoverable as rent in arrears) the proper expenses of such works (including all legal costs Surveyor's and other fees).
- 3.10 To permit the Landlord and the owners and occupiers of any adjoining or neighbouring premises with or without workmen together with any necessary materials tools or other equipment at reasonable hours and on reasonable notice (except in emergency) to enter the Premises for:
 - 3.10.1 complying with statutory requirements carrying out repairs to the Premises or building works repairs or alterations to any adjoining or neighbouring premises;
 - 3.10.2 inspecting laying connecting cleansing emptying repairing renewing or altering the Conduits belonging to or serving any adjoining or neighbouring premises;
 - 3.10.3 inspecting surveying and carrying out any investigations or tests in connection with any proposed redevelopment of the Premises following the end of the Term:
 - 3.10.4 constructing any building or structure on any adjoining or neighbouring premises the person so entering doing as little damage as reasonably practicable and making good in a reasonable manner all damage caused to the Premises.
- 3.11 To pay to the Landlord on demand on an indemnity basis all costs charges fees and other expenses (including legal costs and Surveyor's and other professional fees) properly incurred by the Landlord (or which otherwise would be payable by the Landlord) in connection with or in contemplation of:
 - 3.11.1 The preparation and service on the Tenant of any notice (whether statutory or otherwise) and including the preparation of any schedule to accompany such notice in relation to any breach of any covenant by the Tenant;
 - 3.11.2 Any proceedings relating to the Premises under Section 146 or 147 of the Law of Property Act 1925 (even if forfeiture is avoided otherwise than by relief granted by the Court);
 - 3.11.3 The recovery of rent or other sums due from the Tenant;

- 3.11.4 Any application to the Landlord for any consent or approval required under this Lease whether or not this is granted or acted upon or any application is withdrawn.
- 3.12 With regard to use, the Tenant shall:
 - 3.12.1 not at any time to use the Premises for any illegal or immoral purpose;
 - 3.12.2 not to use the Premises as sleeping accommodation or for residential purposes;
 - 3.12.3 not to do or carry on at the Premises any offensive noisy or dangerous act trade business manufacture occupation or thing;
 - 3.12.4 use the Premises only for the Permitted Use has no restrictions under Class E use
 - 3.12.5 provided that the Tenant acknowledges that nothing in this Lease nor any approval or consent given by the Landlord now or at any time during the Term shall imply represent or warrant that the Premises may be lawfully used for any particular use;
 - 3.12.6 not to unite the Premises with any adjoining premises;
 - 3.12.7 not to make any external or structural alterations to the Premises;
 - 3.12.8 not to make any internal additions or alterations of a non-structural nature to the Premises:
 - 3.12.9 not to cut maim sever pierce or alter the roof or any load bearing walls timbers columns or girders of the Premises:
 - 3.12.10notwithstanding sub-clauses 3.12.7 and 3.12.8 the Tenant may without any consent from the Landlord erect or alter or remove any internal de-mountable partitioning which does not in any way affect the structure of the Premises or adversely affect the mechanical ventilation or air conditioning in the Building and which shall be treated as a tenant's fixture subject to the Tenant:-
 - 3.12.11giving to the Landlord not less than 2 months notice in writing of its intention to carry out any such works;
 - 3.12.12carrying out such works in a good and workmanlike manner and in accordance with any necessary permission consent or approval required under statute;
 - 3.12.13reinstating the Premises to their former state and condition on or before the end of the Term if the Landlord by notice in writing requests the Tenant to do so;
 - 3.12.14informing the Landlord of the cost of any alterations or additions carried out by the Tenant (except any which are trade or tenant's fixtures or fittings) as soon as practicable and so that the Landlord will not be liable for any failure to effect any necessary increase in the amount for which the Premises are insured unless the Tenant has provided that information; and
 - 3.12.15In all cases where the Construction (Design and Management) Regulations 1994 apply to any works carried out to the Premises (whether or not the Landlord's consent is required for them under this Clause 3.12) to provide the Landlord with a copy of the completed health and safety file upon completion of those works.
- 3.13 Not to exhibit any sign, fascia, notice or advertisement on the outside of the Premises or so as to be visible outside the Premises other than a sign showing the Tenant's trading name in the position specified by the Landlord in the entrance to the Building

and on the entrance door to the Premises subject to that sign being of a size, design, layout and material specified by the Landlord; and:

- 3.13.1 at the end of the Term to remove any sign and make good any damage caused to the reasonable satisfaction of the Landlord;
- 3.13.2 to comply with any planning permissions relating to or affecting the Premises;
- 3.13.3 not to make any application for planning permission relating to the Premises.
- 3.14 Without prejudice to Clause 3.12:
 - 3.14.1 to comply with any statute or the requirements of any government department local or other authority or court of competent jurisdiction relating to the Premises or to the Tenant's use and occupation of the Premises whether or not the requirements are imposed on the lessor the lessee or the occupier of the Premises;
 - 3.14.2 within seven days of receipt by the Tenant of any notice or order or proposal for a notice or an order issued to the Tenant or served on the Premises by any government department local or other authority private or public or court of competent jurisdiction under any statute to give full particulars to the Landlord and without delay to take all reasonable or necessary steps to comply with any notice or order and also at the cost and request of the Landlord to make or join with the Landlord in making any objection or representation against any notice order or proposal which the Landlord acting reasonably deems expedient.
- 3.15 Not to stop up, darken, obstruct, injure or impair any windows, lights, or easements belonging to the Premises or to any buildings on any part of the Premises, nor to permit any new window, light, opening, doorway, path, passage, drain or other encroachment or easement to be made or acquired or attempted to be made or acquired against or upon the Premises and if it is, to give immediate notice to the Landlord and at the request of the Landlord to adopt such preventative means as may be reasonably required.
- 3.16 Not to hold the Premises on trust for another; AND
 - 3.16.1 not to part with or share the possession or occupation of the whole or any part of the Premises:
 - 3.16.2 not to permit another to occupy the whole or any part of the Premises;
 - 3.16.3 not to charge assign or underlet the whole or any part of the Premises; without the written permission of the Landlord.
- 3.17 To permit the Landlord at any time during the Term to enter the Premises to fix and retain upon any suitable part of the Premises a notice for reletting or for sale and during that period to permit persons with the Landlord's or its agents authority to view the Premises at reasonable times.
- 3.18 Not to do or omit anything which could cause any insurance relating to the Premises or any of the Landlord's adjoining or neighbouring premises to become void or voidable, and if the Premises or any adjoining or neighbouring premises are damaged or destroyed by any of the risks against which the Landlord has insured and the insurance money is wholly or partly irrecoverable by reason solely or in part of any act neglect or default of the Tenant the Tenant will pay to the Landlord the whole or (as the case may require) a fair proportion of the cost (including professional and other fees) of rebuilding and reinstatement.
- 3.19 To pay to or indemnify the Landlord against all VAT which is at any time chargeable assessed or imposed on the rents or any other sums payable by the Tenant under

- this Lease and on any expenses incurred by the Landlord where the Tenant agrees to or is obliged to reimburse the Landlord.
- 3.20 During the Term to indemnify the Landlord against all losses claims demands actions proceedings liabilities costs charges and expenses resulting directly or indirectly from:
 - 3.20.1 Any act neglect or default of the Tenant and/or;
 - 3.20.2 Any breach by the Tenant of the provisions of this Lease.
- 3.21 Not to misuse overload damage or interfere with any lift in the Building and in particular:
 - 3.21.1 not to exceed either the permitted number of persons or weightload;
 - 3.21.2 not to use any lift for the carrying of goods without the Landlord's consent other than the lift specified for that purpose by the Landlord;
 - 3.21.3 to comply with any Landlord's requirements made as a condition of any consent for the carrying of goods as to the use of the goods lift;
 - 3.21.4 At all times to take all necessary steps to prevent any damage to the Common Parts of the Building including (but without limitation) when bringing in or removing goods furniture or luggage from the Premises;
 - 3.21.5 To use any lift entrance passage and staircase lavatories and water closets in the Common Parts of the Building in a careful manner and to make good any damage caused by improper or careless use;
 - 3.21.6 To keep all entrances passages and staircases in the Common Parts of the Building clear and free from obstruction at all times.
- 3.22 At all times during the Term to perform observe and conform to the rules and regulations set out in this Agreement, including those set out in the Third Schedule, and to observe and perform any regulations made by the Landlord from time to time for the better management and control of the Building in the interests of good estate management.
- 3.23 The Tenant covenants to pay as a contribution to the cost of the Services (and/or if applicable the Service Charge) to the Landlord or (on being so required by the Landlord in writing) to any management company established for the purposes of complying with the obligations of the Landlord and/or superior landlord in relation to the provision of the Services from the Rent Commencement Date until the expiry of the Lease.
- 3.24 Where the costs fees and expenses referred to in this Clause 3 are not recoverable through the Service Charge to pay on demand to the Landlord a due proportion (to be determined by the Landlord) of the costs, fees and expenses properly incurred by the Landlord in insuring, repairing replacing, maintaining, cleansing and (where appropriate) lighting any Conduits, roads, ways forecourts, pavements, walls, fences, structures, or other amenities which belong to or are capable of being used or enjoyed by the Premises in common with any other part of the Building and/or the Estate and in default of payment to be recoverable as rent in arrears.

4. Landlord's Covenants

The Landlord Covenants with the Tenant during such time as the reversion expectant on the determination of the Term is vested in it (and not so as to be personally liable after the Landlord has parted with its interest in the Premises and the parties agree that the Landlord is released from any liability under this Lease after that date):

- 4.1 Subject to the Tenant paying the rents and other sums due and complying with its obligations under this Lease, to permit the Tenant to hold the Premises peaceably for the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for it.
- 4.2 To insure or procure the insurance of (unless the insurance is vitiated by any act neglect or default of the Tenant):
 - 4.2.1 the Building (including the plate glass windows therein) against fire and such additional risks as the Landlord requires to be insured in a sum determined by the Landlord as being the full reinstatement cost including architects, surveyors and other fees the cost of debris removal demolition shoring site clearance and any works that may be required by statute and incidental expenses;
 - 4.2.2 to the extent to which they are not covered by 4.2.1 any lifts, boilers, plant and equipment in the Building now or at any time against third party liability and any other risks and perils which the Landlord decides from time to time;
 - 4.2.3 the third party liability of the Landlord in connection with the Building including the acts neglects or defaults of the Landlord its servants or agents insofar as such liability is insurable at any time and is not covered by sub-clauses 4.2.1 or 4.2.2;
 - 4.2.4 the obligation to insure is subject:
 - 4.2.4.1 in relation to any particular risk to insurance for that risk being ordinarily available with a reputable insurer for property such as the Building:
 - 4.2.4.2 to such excesses exclusions or limitation as the Landlord's insurers may require or the Landlord agrees.
- 4.3 If and whenever the Premises are damaged or destroyed by any of the risks against which the Landlord has insured when lawful to do so to apply all insurance moneys received (other than in respect of loss of Annual Rent and third party liability) towards reinstating so far as practicable the Premises (but subject to the Tenant's compliance with Clause 3.18) provided that if the Premises are so damaged or destroyed as to be unfit for use or occupation the Landlord may determine the Term on giving 2 months in writing to take effect at any time so that the Landlord will have no liability to reinstate the Premises and the insurance monies shall be retained by the Landlord.
- 4.4 To use its reasonable endeavours to provide and maintain in good and sufficient repair decorative order and condition cleaning replacing and modernising as reasonably necessary all such parts of the Retained Property and the Landlord's fixtures and fittings and equipment therein from time to time together with all Conduits therein or exclusively serving the Retained Property as are not the liability of the Tenant or any other tenant or occupier thereof and provide adequate heating and lighting of the Common Parts of the Building thereof and use all reasonable endeavours to repair when necessary the external windows in the Common Parts of the Building and clean at intervals in the Landlord's reasonable discretion the external surface of all exterior windows of the Building.
- 4.5 To use its reasonable endeavours to provide adequate facilities for the storage of refuse originating on the Premises and its removal if not effected by the Local Authority.
- 4.6 To pay its outgoings costs and expenses in respect of the Retained Property the Services and facilities or amenities available therein including such reasonable area or areas as the Landlord deems necessary to retain and set aside for or in connection with the provision of the Services and facilities and amenities available and not being

- outgoings costs and expenses for which the Tenant or any other tenant or occupier is directly liable.
- 4.7 To use its reasonable endeavours to operate repair replace and service any lavatory accommodation lifts plant machinery lighting equipment and heating or ventilation apparatus from time to time within the Retained Property.
- 4.8 To use its reasonable endeavours to provide and maintain the following facilities during the normal working hours (determined by the Landlord):
 - 4.9.1 heating of the Premises to the minimum standard required by legislation;
 - 4.9.2 hot and cold water supply to the lavatories in the Building.
- 4.10 To use its reasonable endeavours to provide such services as the Landlord may from time to time consider reasonably necessary for the improvement maintenance provision or security of the Building or of the facilities or amenities available therein and/or in the interest of good estate management.
- 4.11 To use all reasonable endeavours to provide or procure such other services or facilities for the benefit of the Tenant the Building or the Estate as shall be reasonable having regard to the nature of the development as a whole including (but not by way of limitation) the maintenance repair renewal replacement rebuilding redecoration cleaning and lighting and insurance of the Estate.
- 4.12 To keep a proper account (with vouchers so far as reasonably practicable) of the income and expenditure of the Landlord in each calendar year in respect of the Services which shall be open for inspection by the Tenant during normal working hours at the office of the Surveyor between September and March of each year and such account shall be prima facie evidence of all matters recorded therein.

5. Provisos and Agreements

- 5.1 The parties agree that if and whenever during the Term
 - 5.1.1 the Annual Rent or any sum of money reserved or payable as rent are unpaid in part or in whole for 1 month after becoming due (whether formally demanded or not) or;
 - 5.1.2 the Tenant at any time fails or neglects to perform any of its obligations in this Lease or in any document supplemental to this Lease or;
 - 5.1.3 the Tenant has a receiver manager administrative receiver or provisional liquidator appointed has a petition presented for its winding up by the Court or resolves to go into liquidation (except a voluntary liquidation for the purposes of reconstruction while solvent) or has a petition presented for an Administration Order or;
 - 5.1.4 the Tenant (being an individual or individuals) becomes bankrupt or;
 - 5.1.5 the Tenant makes or proposes an arrangement or composition with its creditors or suffers any distress or execution to be levied on its goods;

the Landlord may enter the Premises (or any part of it) at any time after that even if a previous right of re-entry has been waived and on doing so the Term will end (but without prejudice to any right of action which has accrued to the Landlord for breach of any of the provisions of the Lease including the breach under which the re-entry is made).

5.2 If the Premises or any part are damaged or destroyed by any of the risks insured against by the Landlord so as to be unfit for occupation or use and the insurance is not vitiated or payment of the insurance moneys refused wholly or in part through any act neglect or default of the Tenant the Annual Rent or a fair proportion according to

the nature and extent of the damage sustained will cease to be payable from the date of damage or destruction for a period of three years or until the Premises are again fit for occupation or use by the Tenant whichever is the shorter period.

- 5.3 Nothing in this Lease confers on the Tenant the benefit of or the right to enforce any covenant or agreement contained in any lease or other instrument relating to any other premises belonging to the Landlord or limits or affects the right of the Landlord to deal with those premises now or at any time in any manner which the Landlord thinks fit.
- 5.4 The Landlord or the owners of any adjoining or neighbouring premises may deal with any of such premises as it or they think fit and may at any time carry out any works (whether of construction demolition repair or otherwise) on those adjoining or neighbouring premises whether or not the light or air which may now or at any time during the Term be enjoyed by the Premises is affected or diminished.

6. Limitation of Landlord's Liability

Notwithstanding anything herein contained the Landlord shall not be liable to the Tenant nor any person or persons in the Premises with the actual or implied authority of the Tenant in respect of:

- any interruption or failure of any of the Services or of the supplies or any public utility caused by circumstances beyond the Landlord's control;
- any act or omission or negligence of or permitted by the Landlord or any servant or agent of the Landlord not being in or about the performance or purported performance of any duty relating to the Services;
- 6.3 any accident happening or injury suffered or damage or loss of any chattel or property sustained on the Premises or in the Retained Property and the Tenant will indemnify the Landlord in respect of any claim made against the Landlord by any such person or the owner of any such chattels or property.

7. Notices

7.1 All notices given under this Lease must be in writing and for the purpose of service the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 are incorporated in this Lease.

8. Termination

8.1 The Landlord may determine the Term at any time by giving to the Tenant not less than 2 months notice in writing to take effect at any time but without prejudice to any rights of action which either party has for breach of any of the provisions of this Lease.

9. Exclusion of Landlord and Tenant Act

9.1 The Landlord shall serve notice upon the Tenant in the form set out in Schedule 1 Article 22(2) of the Landlord and Tenant Act 1954 (set out in the Fifth Schedule to this Agreement) and the Tenant is requested to sign the declaration to that notice in respect of Section 38A(1) of the Landlord and Tenant Act whereby the parties agree that the provisions of Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Lease.

10. Representations

10.1 The Tenant acknowledges that it has not entered into this Lease in reliance wholly or partly on any representation or warranty made by or on behalf of the Landlord and the Landlord gives no title guarantee.

11. The Landlord and Tenant (Covenants) Act 1995

- 11.1 It is hereby acknowledged that this Lease is a new tenancy for the purposes of section 1 of the 1995 Act.
- 11.2 The provisions of this Lease are to be construed so as not to impose upon the Landlord the Tenant or any guarantor any liability or restriction which is more onerous than that permitted by the 1995 Act and if any provision is held to be void or unenforceable in whole or in part that provision to that extent is to be deemed not to form part of this Lease but the validity and enforceability of the remainder that provision or of the Lease is not to be affected.
- 11.3 For the purposes of the 1995 Act all the provisions of the Lease are to be construed independently so that if any individual provision is void or unenforceable it does not render void or unenforceable any of the other provisions of the Lease.

12. Stamp Duty Certificate

12.1 It is hereby certified that there is no Agreement for Lease to which this Lease gives effect.

13. Applicable Law and Jurisdiction

- 13.1 English law shall apply to the whole of this Agreement.
- 13.2 The parties hereby agree to the non-exclusive jurisdiction of the English Courts.

THIS LEASE has been executed as a Deed and delivered on the day on which it has been dated 4th May 2023

Executed as a deed by the Landlord acting by a Director
In the presence of:

Executed as a deed by the Tenant acting by a Director
In the presence of:

Director

Director

Name: Mr Irfan Erdogan

Signature of Witness:

First Schedule - Rights Granted to the Tenant

- 1. The right of free passage and running of water, soil, gas, electricity, telecommunications, and other services from and to the Premises by and through the Conduits in or under or upon the remainder of the Building or the Estate such right to be so far as necessary for the enjoyment of the Premises and in common with the Landlord and all others so authorised by the Landlord and all others entitled thereto and subject to the exceptions and reservations contained in the Second Schedule.
- 2. The right in common with the Landlord and all others so authorised by the Landlord and with other Tenants of Letting Units to use:-
 - (a) such of the Common Parts of the Building as are necessary to obtain access to and egress from the Premises;
 - (b) such of the male and female lavatories and water closets in the Common Parts of the Building as may from time to time be allocated by the Landlord for the use of the Tenant (whether or not in common);
 - (c) for the purposes only of gaining access on foot only to and egress from the Building the footpaths courtyards and emergency escapes within the Estate;
 - (d) for the purposes only of gaining access to and egress from the Building with or without vehicles the estate roads within the Estate.

Second Schedule - Rights Reserved to the Landlord

Excepting and reserving to the Landlord and the persons deriving title under it:-

- the free passage of water, soil, gas, electricity, telecommunications and other services from the remainder of the Building and any adjoining or neighbouring premises through the Conduits constructed for such purpose now or at any time running.
- 2. the right at all reasonable times to enter the Premises subject to giving reasonable previous notice (except in emergency) for the purpose of:
 - (a) complying with statutory requirements inspecting cleansing or repairing the Premises or repairing or altering the remainder of the Building or any adjoining or neighbouring premises;
 - (b) inspecting laying connecting cleansing repairing altering or improving any Conduits in the Premises or the remainder of the Building and any adjoining or neighbouring premises:
 - (c) constructing any building or structure on any other part of the Building and/or any adjoining or neighbouring premises;
 - (d) performing the obligations of the Landlord in this Lease or the lease of any other part of the Building;

the Landlord or other persons entering exercising such rights in a reasonable manner and making good all damage to the Premises.

- 3. The right at any time to build on rebuild or alter any parts of the remainder of the Building or any adjoining or neighbouring premises within the Estate according to such plans (whether as to height extent or otherwise) and in such manner as the Landlord decides even though this may interfere with the access of light or air to the Premises.
- 4. The right to use the remainder of the Building or any adjoining or neighbouring premises within the Estate for any purpose whatsoever and without imposing upon the Building or any adjoining or neighbouring premises any restrictions or conditions similar to those imposed upon the Tenant.
- 5. The right to erect scaffolding for the purpose of repairing maintaining cleansing or altering the Building or any adjoining or neighbouring premises even though this may temporarily interfere with the access to or the use and enjoyment of the Premises.
- 6. All rights of light air support protection and shelter and all other easements and rights now or after the date of this Lease belonging to or enjoyed by any parts of the Building or any adjoining or neighbouring premises (but without prejudice to those expressly granted to the Tenant in the First Schedule).

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Third Schedule - Regulations

- 1. Not to keep any inflammable volatile dangerous or explosive material in the Premises.
- 2. To use the entrance accessways and machinery in the Building excluding the Premises for the purpose of ingress and egress only and for no other purpose and not to allow any person under the control of the Tenant to loiter there or interfere with such machinery.
- 3. Not to obstruct the movement of vehicles in the Estate.
- 4. No vehicles may be parked or allowed to remain in any service area within the Estate for longer than is reasonably necessary for the purposes of loading or unloading goods or supplies and in particular no vehicles may remain overnight.
- 5. Not to obstruct any accessways lifts or open spaces within the Building.
- 6. No mat or brush or mop may be shaken outside the Premises nor shall anything be thrown out of the windows.
- 7. Not to place harmful toxic or inflammable waste or refuse in the bins but to dispose of such waste or refuse only as permitted by the bye-laws and in consultation with the Local Authority and the Landlord.
- 8. Not to load or suffer to be loaded any floor of the Premises beyond its capacity and not to do or permit or cause to be done any damage to any part of the Building by the carrying in or out of chattels.
- 9. No blind should be fitted to the windows of the Premises without the previous written approval of the Landlord as to colour and type.
- 10. Not to place or expose for sale or otherwise upon the Building (other than within the Premises) any goods or things whatsoever.
- 11. To comply with all recommendations of the insurers and fire authorities as to fire precautions relating to the Premises.

Fourth Schedule

Provisions as to review of the Annual Rent.

- The Annual Rent shall be reviewed on each Review Date and (if appropriate) increased as hereinafter provided and the amount of the Annual Rent payable for each successive Review Period shall be the Annual Rent which was or which (but for the Statutory Rent Restrictions) would have been payable immediately prior to the Relevant Review Date plus the amount (if any) by which the Open Market Rent as at such Review Date exceeds the Annual Rent at the aforesaid yearly rate.
- 2. The Landlord and the Tenant shall endeavour to agree the amount of the Open Market Rent before each Relevant Review Date but if (for whatever reason) the Open Market Rent shall not have been unconditionally agreed by the date which is three months before the Relevant Review Date either the Landlord or the Tenant may at any time thereafter (whether before or after the Relevant Review Date) by notice in writing to the other party require that the determination of the Open Market Rent be referred to the Surveyor who shall be appointed by the Landlord and the Tenant or in default of agreement on such appointment by the President (or the Chief Officer or acting Chief Officer) for the time being of the Royal Institution of Chartered Surveyors on the written application of the Landlord or the Tenant.
- 3. The Surveyor shall act at the option of the Landlord either as an expert or as an arbitrator.
- 4. In the case of the determination by an expert:
 - 4.1. The Surveyor shall invite the Landlord and the Tenant to submit to him within such time limits as he shall consider appropriate such representations and cross-representations as to the amount of the Open Market Rent with such supporting evidence as they may respectively wish.
 - 4.2. The Surveyor will within two months after his appointment or within such extended period as the Landlord shall stipulate give to the Landlord and the Tenant written notice of the amount of the Open Market Rent as determined by him and his determination will be final and binding on the parties hereto.
 - 4.3. If the Surveyor shall not have given notice of his determination or if for any reason it becomes apparent that he will be unable to do so within such period or such extended period as the Landlord may stipulate either the Landlord or the Tenant may apply for a new Surveyor to be appointed in his place (which procedure may be repeated as many times as may be necessary) PROVIDED always that any such determination given by the Surveyor outside such time limit but prior to the appointment of a new Surveyor shall be valid and effective but if given thereafter shall be null and void.
 - 4.4. The Surveyor's fees or charges shall be borne between the Landlord and the Tenant in such proportions as the Surveyor shall determine or in the event that no notice of determination is given equally between the Landlord and the Tenant.
- 5. In the case of determination by an arbitrator the arbitration shall be conducted in accordance with the Arbitration Acts 1950 and 1996.
- 6. If the Open Market Rent has not been ascertained (by agreement or determination) by any Relevant Review Date:-
 - 6.1. the Tenant shall pay to the Landlord until the date when the Open Market Rent has been ascertained as aforesaid the Annual Rent at the rate payable for the period immediately preceding such Relevant Review Date; and

- 6.2. upon the amount of the Annual Rent actually payable from such Relevant Review Date being ascertained any additional amount payable for the period commencing on the Relevant Review Date and ending on the Rent Day immediately following such ascertainment shall forthwith be paid by the Tenant to the Landlord together with interest thereon at the Prescribed Rate for the period commencing on the Relevant Review Date (or other the Relevant Rent Day upon which the relevant proportion of the same would have become due had the Open Market Rent been so ascertained before the Relevant Review Date) and ending on the date of payment.
- 7 Throughout any period during the Term that the Statutory Rent Restrictions shall apply to prevent or prohibit either wholly or partially:
 - 7.1 the operation of the above provisions for review of the Annual Rent then the Relevant Review Date or Dates shall be postponed to take effect on the earliest date or dates thereafter upon which such review may occur and if there shall be a partial relaxation of the Statutory Rent Restrictions there shall be a further review of the Annual Rent on the earliest date thereafter as aforesaid notwithstanding that the Annual Rent may have been increased partially on or since the original Relevant Review Date;
 - 7.2 the collection of the Annual Rent or any instalment or part thereof by the Landlord or the retention thereof at any time after collection then the collection of any increase or increases in the Annual Rent shall be postponed to take effect on the earliest date or dates thereafter that such increase or increases may be collected and/or retained in whole or in part and on as many occasions as shall be required to ensure the collection of the whole increase;

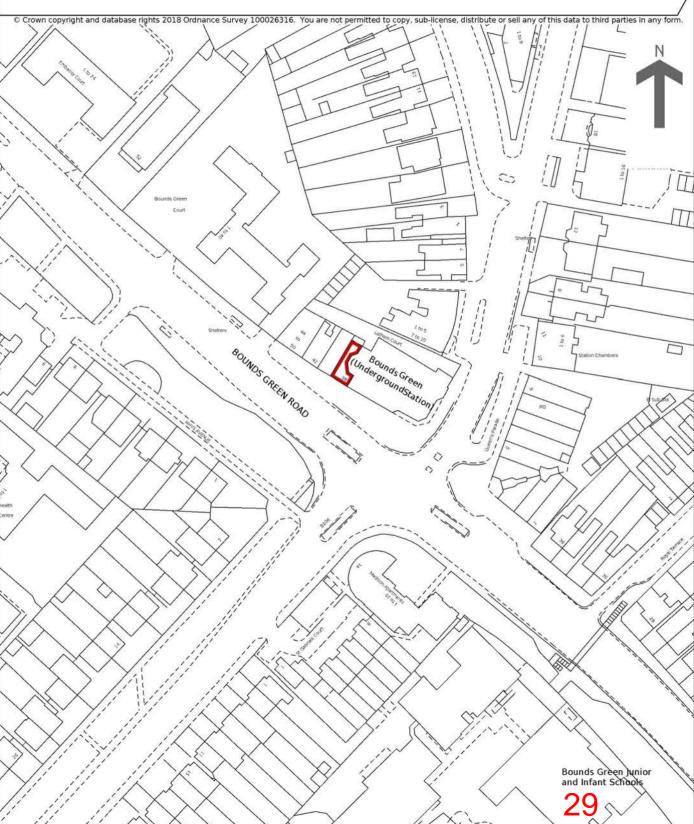
AND until the Statutory Rent Restrictions shall be relaxed either partially or wholly the Annual Rent shall be the maximum sum from time to time permitted by Statutory Rent Restrictions as applicable.

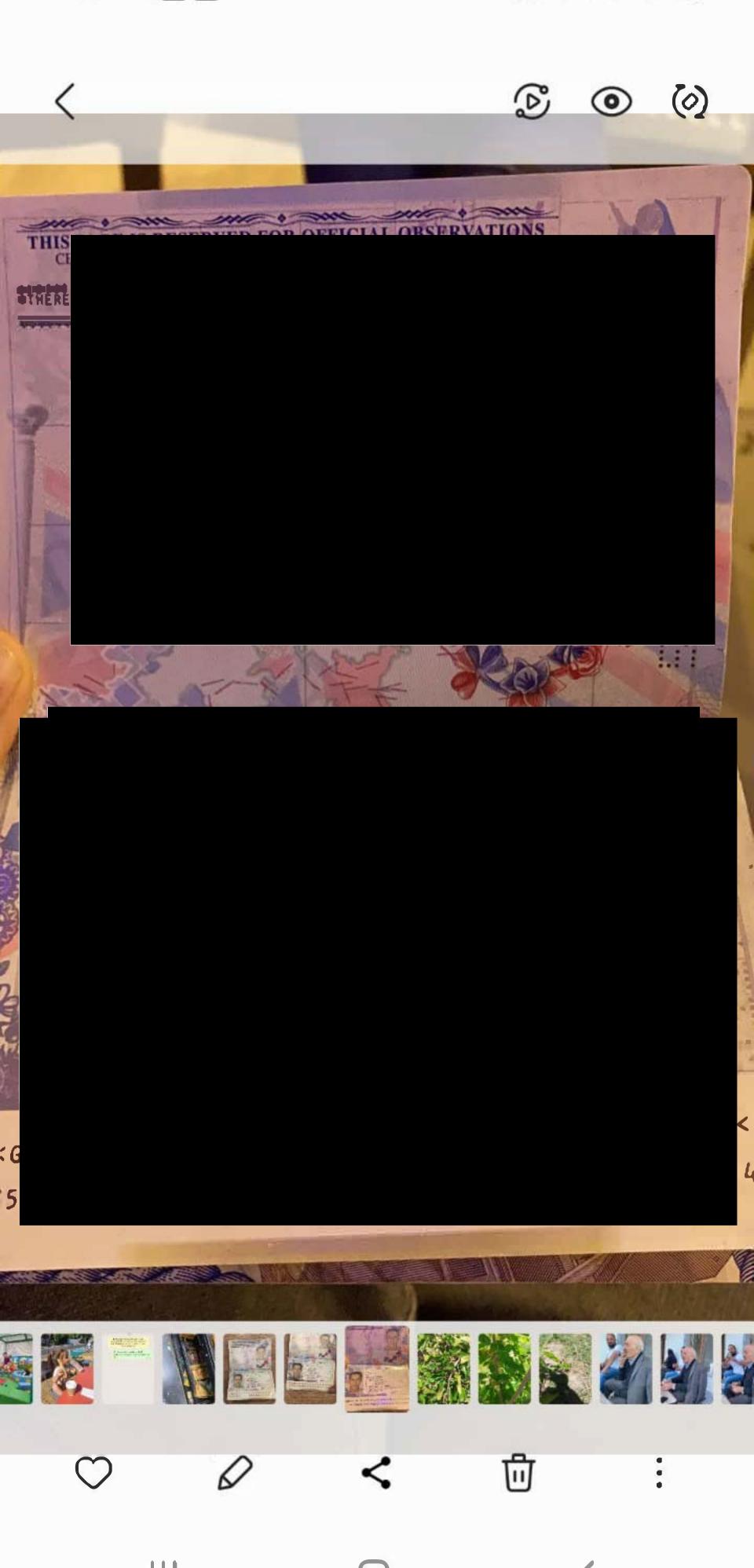
- 8. On each occasion that the Open Market Rent is ascertained pursuant to the provisions of this Schedule the Landlord and the Tenant shall complete a Memorandum of the amount of the Annual Rent payable under this Lease for the Relevant Review Period and cause such Memorandum to be signed by or on behalf of the Landlord and the Tenant respectively.
- 9. For the avoidance of doubt it is declared that:-
 - 9.1. the Annual Rent payable for any Review Period shall not be less than the amount of the Annual Rent payable for the period immediately preceding the commencement of such Review Period;
 - 9.2. any agreement between or other memorandum in writing signed by or on behalf of the Landlord and the Tenant as to the amount of the Open Market Rent as at any Review Date or the amount of the Annual Rent payable during any Review Period shall be valid and binding on the parties hereto notwithstanding the appointment of the Surveyor or application for his appointment or the failure in any manner to adhere to the forgoing procedures methods or timetables for review of the Annual Rent or determination of the Open Market Rent.

HM Land Registry Current title plan

Title numbage 430834
Ordnance Survey map reference TQ2991SE
Scale 1:1250
Administrative area Haringey









Aslan Merkan <aslan.merkan@gmail.com>

Turkish Airlines - Online Ticket - Information Message

onlineticket@thy.com <onlineticket@thy.com> To: ASLAN.MERKAN@gmail.com

Tue, Jul 4, 2023 at 3:40 PM



Mr. Hurcem Merkan

Your e-ticket has been issued. We are pleased to welcome you as Turkish Airlines.

Summary

Transaction date: Tuesday, July 4, 2023, 6:38 PM (Istanbul Local Time)

JTH2ZU

Booking Reference







Additional services

Select from the exclusive additional services and enjoy your flight more.

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seat with extra leg room and enjoy a comfortable flight.

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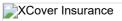
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Time for your accommodation



Rent a car Select hotel



XCover travel insurance

Travel with peace of mind with protection that covers cancellations due to illness (including Covid-19) and injuries. See details.

Info Trip cancellation: It applies in unforeseen circumstances that force you to cancel your trip.

Info Medical and dental: Covers emergency treatment costs (international flight bookings only).

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OUTBOUND FLIGHT

London - Almaty on Monday 10 Jul 2023

Economy Class



FLIGHT	FROM	ТО	DURATION	
TK1988 Turkish Airlines A321	6:45 AM Monday, July 10	12:35 PM Monday, July 10	3h 50m	
Economy Class (A)	London (United Kingdom) Heathrow Airport	Istanbul (Türkiye) Istanbul Airport		
Lay	overs & Connecting Flights for Ista Istanbul Airport	anbul, Türkiye	7h 50m	
♦ TK350 Turkish Airlines	8:25 PM Monday, July 10	4:35 AM Tuesday, July 11	5h 10m	
AIRBUS A330-300			I SH TUM	

REISSUE*	REFUND / CANCELLATION	BAGGAGE ALLOWANCE
✓ Allowed ✓ With 86,00 GBP penalty - (In case of no- show)	✓Full refund	✓ Check-in Baggage : 1 piece x 23 kg ✓ Cabin Baggage : 1 piece x 8 kg

When making changes to your ticket, you must pay the fee difference as well as any additional price differences that may occur.

When you select extra baggage; your increased baggage allowance will be shown on the passenger preferences field.

The last seat information shows the remaining number of seats for the respective fare class.

Airport taxes paid for unused flights, which were not paid by Turkish Airlines to any Airport Authority, may be refundable upon request.

In case of a partial refund, the cost of the completed flight will be charged and the remaining amount will be refunded to the account.

The ticketing service fee (DU) collected are non-refundable unless there is a regulation to the contrary.

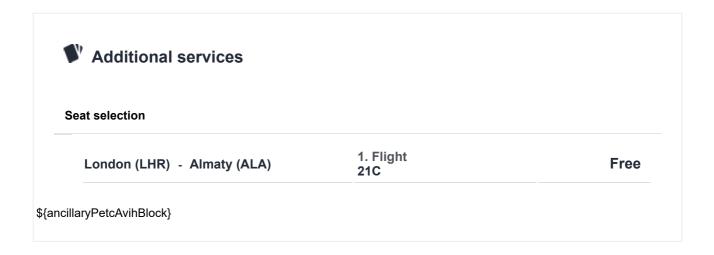
The flights on your ticket must be used in sequence. If you do not board any of the flights on your ticket, the remaining flights will be automatically canceled, including your return flights.

Total price

GBP 796,01



Please make sure to check the passport / visa requirements of the destination country and any other COVID-19 restrictions there may be before your trip.



Main contact for this trip	Email address	Telephone
HURCEM MERKAN	ASLAN.MERKAN@GMAIL.COM	+447751883760

ı	Passengers	Seat	Meals	Special Assistance
	Passengers	Frequent flyer program	Membershi	p number
НМ	Mr. HURCEM MERKAN Ticket no 2352191684203	Turkish Airlines - Miles&Smiles Turkish Airlines	TK900377133	ELITE You will earn 3979 Miles from this trip.

Passengers	London to Istanbul Economy Class	Istanbul to Almaty Economy Class
HM Mr. HURCEM MERKAI Ticket no 2352191684203	Baggage allowance	
	1 piece maximum	

Baggage allowance

1 piece maximum

[Quoted text hidden]

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Aslan Merkan <aslan.merkan@gmail.com>

Turkish Airlines - Online Ticket - Information Message

1 message

Turkish Airlines <onlineticket@mail.turkishairlines.com> Reply-To: noreply@mail.turkishairlines.com

To: aslan.merkan@gmail.com

Tue, Jul 11, 2023 at 11:44 AM





Your ticket has been created.

Booking Reference

VB7A3L

Dear HURCEM MERKAN,

As Turkish Airlines, we welcome you.

Transaction date: 11 July 2023 14:44 (GMT +3)



Booking

You can view and print information regarding your flights, fare rules and additional service details on the online booking page.

View and Print All Details



Booking.com 18 Jul - 20 Jul

Make a Reservation



AVIS Malatya

Rent a Car



See All Additional Services



Select Seat

You can select a seat before check-in.



Buy Extra Baggage

No need to empty your suitcase! Purchase additional baggage allowance.



Upgrade •

Upgrade your ticket and travel in the Business Class cabin.



Flight Details

Almaty (ALA) - Malatya (MLX) | Tuesday, July 18, 2023

10:45 **ALA**

1 CONNECTING IST

22:55

Journey

Duration

15h 10m



Please click Ticket Management for detailed information regarding your flight.



Additional Services

Seat

HURCEM MERKAN

Almaty - Malatya

ALA - IST: 5E

IST - MLX: 2D

DINARA MERKAN

Almaty - Malatya

ALA - IST: 6C

IST - MLX: 2F

METEHAN MERKAN

Almaty - Malatya

ALA - IST : Purchase Seat

IST - MLX : Purchase Seat

Baggage

HURCEM MERKAN

Almaty - Malatya

Free Baggage

2 Piece

Extra Baggage

Buy Extra Baggage

DINARA MERKAN

Almaty - Malatya

Free Baggage

2 Piece

Extra Baggage

Buy Extra Baggage

METEHAN MERKAN

Almaty - Malatya

Free Baggage

10 KG

Extra Baggage

Buy Extra Baggage



Fuel Fee

Fare Details

Flight Fare	KZT 349.606,00
Airline Imposed Fees	
2 Adult	KZT 227.246,00
1 Infant	KZT 11.540,00

Taxes, Fare and Expenses

<u>Taxes and other charges</u>	KZT 12.286,00
Consumption Tax (CS)	KZT 2.558,00
Service Tax (JN)	KZT 888,00
Passenger Service Charge (UJ)	KZT 7.866,00
Airport Service Charge - Domestic (VQ)	KZT 974,00

Additional Services	KZ1 31.613,00
Paid seat selection	KZT 24.323,00

Lounge use fee KZT 7.290,00

TOTAL: KZT 381,219.00

KZT 98.534,00

Turkish Airlines reserves the right to amend the refund and change rules stated on your ticket.



Payment Details

Payment Method

ÉPay Apple Pay

Ticket Numbers

2352142102013 Request e-Invoice

HURCEM MERKAN

2352142102014 Request e-Invoice

DINARA MERKAN

2352142102015 Request e-Invoice

METEHAN MERKAN

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Detailed Information



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Detailed Information



Would you like our smart travel assistant to accompany your travel? Click to start chatting with Boti on WhatsApp.

Download Our Mobile App









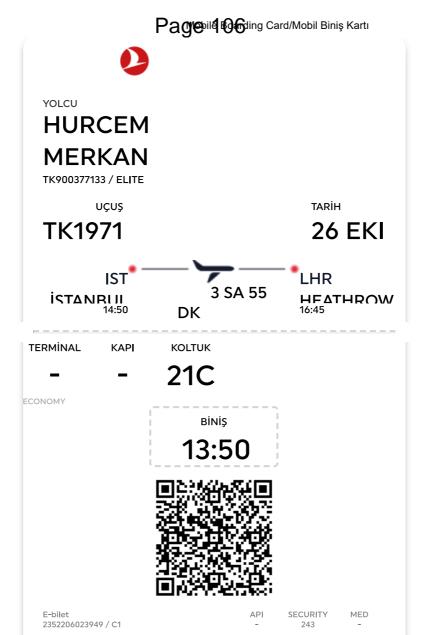
Apex World Class Airline 2022

444 0 849









YA.



Appointment of Director

Company Name: GORDON EXPRESS LTD

Company Number: 11793491

Received for filing in Electronic Format on the: 10/05/2023

New Appointment Details

Date of Appointment: 04/05/2023

Name: MR HURCEM MERKAN

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

Service address recorded as Company's registered office

Country/State Usually

ENGLAND

Resident:

Date of Birth: **/02/1981

Nationality: BRITISH

Occupation: DIRECTOR

Aut Berisation

	uth		4: .		4_	_
Δ	utn	en	TI	-2	TΩ	п

This form was authorised by one of the following:

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

End of Electronically filed document for Company Number:

Page: 2

Account number 671 185 311 911

Bill date: 25 Sep 2023

24 hour emergencies: Electricity: call 105 Page 109

Access your energy account securely 24/7 via MyAccount edfenergy.com/247

Contact a Live Chat adviser 24/7 via our website

Supply Address:

38 Bounds London, N11 2EU

Page 1 of 3

Mr Hurcem Merkan, Executive Board Managing Director, Gordon Express Ltd 38 Bounds Green Road London N11 2EU





5

Dear Business Customer.

It's time for your next bill

Your last meter read was on

14 Jul 2023

Please provide us with an up to date read if it is safe and practical to do so and we can send you an accurate VAT bill

Or we'll collect £940.00 on or immediately after 12 Oct 2023

We'll collect £940.00 on or immediately after 12 Oct 2023

OR please provide us with a meter read

Your Regular Payment Amount is based on an estimate and only as accurate as the last readings we have for you. If you provide us with a read by your due date then we'll send you an accurate VAT bill & you can ignore this letter. You can submit meter readings online at edfenergy.com/247 or you can call us on 0333 200 5108.

If you can't read your meters, or choose not to, we'll collect £940.00 on or immediately after 12 Oct 2023.

If you'd like to make any changes to your Direct Debit, a minimum of four working days' notice is needed before your next payment.

You can see how we worked this out on page 2.



AGREEMENT OF VALUATION CERTIFICATE

٧	e	1	de	or	:	

Mr Hurcem Merkan T/a Gordon Express Limited

Mobile:

07961-251554

Tel.No. Premises: 020-8885-3185

Email: Purchaser: N/a

pallut86@outlook.com

Mobile :

Email:

N/a

Address:

Firat Supermarket

38, Bounds Green Road

New Southgate

London N11 2EU

The Stock in Trade at the above premises as on the 17th Day of November 2023 our opinion of the value of stock within the premises, and we accept no responsibility as to the ownership of such goods (I.e. items on Sale or return, or similar basis) unless such anomalies are clearly pointed out and proven to the satisfaction of our Valuers on the day.

For change of ownership

The respective parties should previously satisfy themselves who holds title to all goods, as it is impossible for our staff, on the day of the stocktaking, to investigate ownership.

In this Valuation, articles considered in our opinion unsaleable or out - dated have not been included. We recommend that the Vendor and Purchaser, should jointly remove any agreed out of date and/or oboslete stock from the shelves, As it is impossible for our staff to date check ALL PRODUCTS, as Countability UK staff will not remove any of the fore mantioned items from the shelves, during or after stocktake.

The Valuation of the Stock in Trade at the above premises has been carried out to my/our complete satisfaction an I/we the undersigned agree to accept and abide by the figure declared on this day the 17th November 2023. The Valuation is to be final and binding. Countability UK will not enter into any discussions or dispute whatsoever appertaining to valuations made prior or subsequent to the date and time of attendance.

Summary			
Standard Rate	10111.51		
Zero Rate	4878.59		
Book Debts	0.00		
Float	0.00		
Total	14990.10		

£14,990.10

The above figure is exclusive of Value Added Tax.

Signed (Vendor/Proprietor)....A.L.) SEL

Signed (Purchaser) HÜRCEM MERKAW









Today, 15:25



you sent Ali Sel

£5,990.10



General

Customise and split into multiple categories



Add receipt



Stock partial 1



Send money to Ali Sel



Not eligible for Flex

This isn't eligible for Flex because it wasn't a card payment.











>

Payments





Today, 00:26



you sent Ali Sel

£9,000.00



General

Customise and split into multiple categories



Add receipt



Stock partial 2



Send money to Ali Sel



Not eligible for Flex

This isn't eligible for Flex because it wasn't a card payment.









Help

>





Today, 00:26



Add to Shared Tab

A simple way to manage shared expenses



Split this bill

Instantly get paid back by your friends

DETAILS

Reference

Stock partial 2

Payment info 13356302 20-98-21



HISTORY WITH ALI SEL

Number of payments

Total sent

2 payments

£14,990.10

Total received

£0

TRANSACTION OPTIONS

Exclude from Summary

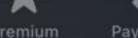
Hide this payment from your total spending















Payments



Haringey
Application to transfer premises licence
Licensing Act 2003

For help contact

licensing@haringey.gov.uk

Telephone: 020 8489 8232

* required information

Section 1 of 7				
You can save the form at any ti	me 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	Firat Supermarket	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 be	• •	Put "no" if you are applying on your own behalf or on behalf of a business you own or work for.		
(e) les	O .	WOIK IOI.		
Applicant Details				
* First name Mr Hurcem				
* Family name	Merkan			
* E-mail				
	contacted by telep	hone		
Is the applicant:				
 Applying as a business of 	r organisation, including as a sole trader	A sole trader is a business owned by one		
 Applying as an individual 		person without any special legal structure. Applying as an individual means the applicant is applying so the applicant can be employed, or for some other personal reason, such as following a hobby.		

Continued from previous page		
Address		
* Building number or		
]
]
Details		
* First name	Mrs Aysen	
*		
]
].
	ephone	
Are you:		
An agent that is a busing	ess or organisation, including a sole trader	A sole trader is a business owned by one person without any special legal structure.
A private individual acti	ng as an agent	, , , , , , , , , , , , , , , , , , ,
Agent Business		
Is your business registered in the UK with Companies House?	Yes	Note: completing the Applicant Business section is optional in this form.
Registration number	12194816	
Business name	NARTS CONSULTANCY LTD	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	
Your position in the business	Licensing Consultant	
Home country	United Kingdom	The country where the headquarters of your business is located.

Continued from previous page		
Agent Registered Address		Address registered with Companies House.
Building		
Section 2 of 7		
PREMISES DETAILS		
I/we, as named in section 1, ap 2003 for the premises describe	oply to transfer the premises licence described b	elow under section 42 of the Licensing Act
Premises Licence	ed in section 2 below.	
* Premise licence number	LN/000017249	
Name Of Current Premises L		
* Name	Mr Ali Sel	
Premises Address	IVII All Sel	
	aladdrass OC man reference or description of t	ha nyamisas?
	al address, OS map reference or description of t	ne premises:
	p reference O Description	
Building number or name	Firat Supermarket	
Street	38 Bounds Green Road	
District		
City or town	London	
County or administrative area		
Postcode	N11 2EU	
Country	United Kingdom	
Further Details		
Please give a brief description	of the premises	
	o. a.e premises	
Off licence, grocery store		

Continued from previous page	·					
Telephone number at the premises if any	elephone number at the remises if any					
Section 3 of 7						
APPLICATION DETAILS						
In what capacity are you app	lying for the premises	icence to be transferred to	o you?			
An individual or individual	duals					
☐ A limited company/lim	nited liability partnersh	ip				
☐ A partnership (other th	nan limited liability)					
☐ An unincorporated ass	ociation					
☐ A recognised club						
☐ A charity						
☐ The proprietor of an ed	ducational establishme	nt				
☐ A health service body						
A person who is registe 2000 (c14) in respect o						
A person who is registed Social Care Act 2008 in activity (within the meaning England	respect of the carrying					
☐ The chief officer of pol	ice of a police force in I	England and Wales				
Other (for example a st	Other (for example a statutory corporation)					
Please confirm the following	ng:					
I am carrying on or pro						
☐ I am making the applic	ation pursuant to a sta	tutory function				
☐ I am making the applic virtue of His Majesty's [•	nction discharged by				
Section 4 of 7						
INDIVIDUAL APPLICANT DI	ETAILS					
Applicant Name Is the name the same as (or s	similar to) the details g	iven in section one?	If "Yes" is selected you can re-use the details from section one, or amend them as required.			
Yes	○ No		Select "No" to enter a completely new set of details.			
First name	Mr Hurcem					
Family name	Merkan					

Continued from previous page	•	
Is the applicant 18 years of ag	ge or older?	
YesNo		
Applicant Postal Address Is the address the same as (or	r similar to) the address given in section one?	If "Yes" is selected you can re-use the details from section one, or amend them as
Yes		required. Select "No" to enter a completely new set of details.
Building number or		
Street		
District		
City or town		
County or administ]
Postcode		
Country]
Applicant Contact Are the contact det	one?	If "Yes" is selected you can re-use the details
Yes	○ No	from section one, or amend them as required. Select "No" to enter a completely w set of details.
E-mail		
Telephone number		
Other telephone number		
* Date of birth		
* Nationality	dd mm yyyy	1
Right to work share code		」]Right to work share code if not submitting
riigiit to work share code		scanned documents
	Add another applicant	
Section 5 of 7		
FURTHER INFORMATION		
Are you the holder of the pre	emises licence under an interim authority notice	?
YesNo		
Do you wish the transfer to h	ave immediate effect?	
• Yes		

Continued from previous page
Have you attached the consent form signed by the existing premises licence holder?
YesNo
If this application is granted I would be in a position to use the premises during the application period for the licensable activity or activities authorised by the licence (see section 43 of the Licensing Act 2003)?
YesNo
Have you attached the previous licence?
YesNo
Section 6 of 7
NOTES ON DEMONSTRATING ENTITI EMENT TO WORK IN THE LIK

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 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, **together 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.

Section 7 of 7

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.

This formality requires a fixed fee of £23

ATTACHMENTS

Address Building number or name Street District City or town County or administrative area Postcode Country United Kingdom

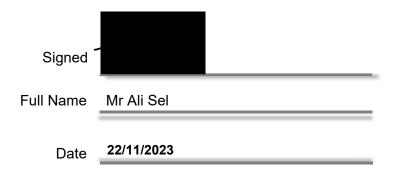
DECLARATION

I/we understand it is an offence, liable on conviction to a fine up to level 5 on the standard scale, under section 158 of the licensing act 2003, to make a false statement in or in connection with this application.

Continued from previous page		
Ticking this box indicates you h	nave read and understood the above declaratio	on
This section should be complet behalf of the applicant?"	red by the applicant, unless you answered "Yes	" to the question "Are you an agent acting on
* Full name		
* Capacity		
Date (dd/mm/yyyy)		
* Full name		
* Capacity		
Date (dd/mm/yyyy)		
	Remove this signatory	
	Add another signatory	
Once you're finished you need		
1. Save this form to your compu	•	
	.uk/apply-for-a-licence/premises-licence/harin	<u>gey/change-3</u> to upload this file and continue
with your application.		
Don't forget to make sure you h	have all your supporting documentation to har	nd.

Consent of premises licence holder to transfer

I/we	Mr Ali Sel	
	[full name of premises licence holder(s)]	
the p	remises licence holder of premises licence number	LN/000017249
		[insert premises licence number]
relatir	ng to	
Firat	Supermarket, 38 Bounds Green Road London N	11 2EU
[name	e and address of premises to which the application	relates]
hereb	y give my consent for the transfer of premises licen	ce number
LN/0	000017249	
[inser	t premises licence number]	
to		
Mr H	urcem Merkan	
Ifull n	ame of transfereel	







Payment Successful

Please note - information on this page will time-out after 15 minutes of inactivity



Thank you. Your payment for £23.00 has been accepted

This is NOT a VAT receipt.

Please make a copy of this receipt for your records

To email the receipt, enter the full email address and click on the 'Email' button



····l Email

To print this page, click the Print button

To display a VAT receipt, click the VAT button

Finish

To finish this payment, and start another task, click Finish

Receipt Details

Card type Visa Credit Card number ********8744

Receipt Number ELMS00015253 Authorisation code 703438 Merchant Number ***79951 Terminal ID

Date/Time 22/11/2023 16:58:55

Mr Mahir Kilic

53 Stoke Newington High Street Stoke Newington High Street

London N16 8EL

The following payments have been made

Fund	Payment Method	Amount (£)	Charge (£)	VAT	Reference	
Miscellaneous	14 CCNET	23.00	0.00	0.00	V3240060501	I
Total Amount		23.00				1

Your account will be debited with the above amount

Back to Top

##Help [Link opens in new window] ##About[link opens in new window]

Version 17.9.9.32781 - 17.9 - Chip&Pin Engine Version 1.0

Privacy Notice

Data Controller: Haringey Council

See the Haringey Council privacy statement (Opens in new window)

Provided by Civica UK Limited



Haringey
Application to vary a premises licence to specify an individual as designated premises supervisor

Licensing Act 2003

For help contact

licensing@haringey.gov.uk

Telephone: 020 8489 8232

* required information

Section 1 of 4				
You can save the form at any ti	me and resume it later. You do not need to be	e 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	Station Supermarket	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	Mr Hurcem			
* Family name	Merkan			
* E-mail				
		Include country code.		
Other telephone number				
☐ Indicate here if the appli	cant would prefer not to be contacted by tele	phone		
Is the applicant:				
 Applying as a business or organisation, including as a sole trader 		A sole trader is a business owned by one		
 Applying as an individual 	ıl	person without any special legal structure. Applying as an individual means the applicant is applying so the applicant can be employed, or for some other personal reason, such as following a hobby.		

Continued from previous page			
Address			
* Building number or name			
		1	
	United Kingdom		
	oca rangao		
Agent Details			
* First name	Mrs Aysen		
* Family name	lpek Kilic		
* E-mail			
		Include country code.	
Other telephone number]	
•	ld prefer not to be contacted by telephone		
Are you:	ia prefer flot to be contacted by telephone		
	ess or organisation, including a sole trader	A sole trader is a business owned by one	
A private individual actir		person without any special legal structure.	
Agent Business			
Is your business registered in the UK with Companies House?	YesNo	Note: completing the Applicant Business section is optional in this form.	
Registration number	12194816		
Business name	NARTS CONSULTANCY LTD	If your business is registered, use its registered name.	
VAT number -		Put "none" if you are not registered for VAT.	
Legal status	Please select		
Your position in the business	Licensing Consultant		
Home country	United Kingdom	The country where the headquarters of your	
		, Sasificas is foculcu.	
		The country where the headquarters of your business is located.	

Continued from previous page	
Agent Registered Address	
Building number or name	
2 of 4	
PREMISES DETAILS	
I/we apply to vary a premises li section 37 of the Licensing Act	cence to specify the individual named in this application as the premises supervisor under 2003.
* Premises licence number	LN/000017249
Are you able to provide a posta	al address, OS map reference or description of the premises?
	p reference O Description
Address	
* Building number or name	Station Supermarket
* Street	38 Bounds Green Road
District	
* City or town	London
County or administrative area	
Postcode	N11 2EU
* Country	United Kingdom
Contact Details	
E-mail	
Telephone number	
Other telephone number	
Describe the premises. For exa	mple, what type of premises it is
Off licence, grocery store. I have Supermarket.	ve sent an email to change the premises trading name from Firat Supermarket to Station

Continued from previous page		
Section 3 of 4		
SUPERVISOR		
Full Name Of Proposed Design	gnated Premises Supervisor	
* First name		
of that licence	Haringey	
Full Name Of Existing Design	ated Premises Supervisor	
First name		
Family name		
* Would you like this application the Licensing Act 2003?	on to have immediate effect under section 38 of	The premises licence holder can continue the supply of alcohol if, for example, the existing premises supervisor is suddenly
Yes	○ No	indisposed or unable to work.
☑ I will notify the existing	g premises supervisor (if any) of this application	It is sufficient for the licensee to inform the existing premises supervisor in writing, without sharing the specific details of the application.
* Will the premises licence or reapplication?	elevant part of it be submitted with this	
Yes	○ No	
How will the consent form of to be supplied to the authority?	he proposed designated premises supervisor	
 Electronically, by the pro 	posed designated premises supervisor	
• As an attachment to this	variation	
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 4 of 4		. c. c. circo

PAYMENT DETAILS

Continued from previous page		
This fee must be paid to the au	thority. If you complete the application online,	you must pay it by debit or credit card.
This formality requires a fixed f	ee of £23	
ATTACHMENTS		
AUTHORITY POSTAL ADDRES	S	
Address		
Building number or name		
Street		
District		
City or town		
County or administrative area		
Postcode		
Country	United Kingdom	
DECLARATION		
	ce, liable on conviction to a fine up to level 5 or false statement in or in connection with this ap	
☐ Ticking this box indicate	es you have read and understood the above de	claration
This section should be complet behalf of the applicant?"	ed by the applicant, unless you answered "Yes"	' to the question "Are you an agent acting on
Signature Of Applicant Or Ap	plicant's Solicitor	
* Full name		
* Capacity		
Date (dd/mm/yyyy)		
Joint Applicants, Signature O	of Second Applicant Or Second Applicants Sc	olicitor
* Full name		
* Capacity		
Date (dd/mm/yyyy)		
	Remove this signatory	
	Add another signatory	

Consent of individual to being specified as premises superviser

I Mr Hurcem Merkan of Flat 2 BOUNDS GREEN COURT, BOUNDS GREEN ROAD, London N11 2EX

[home address of prospective premises supervisor] hereby confirm that I give my consent to be specified as the designated premises supervisor in relation to the

application for a DPS Variation [type of application] by Mr Hurcem Merkan [name of applicant] relating to a Premises Licence LN/000017249 [number of existing licence, if any]

for Station Supermarket, 38 Bounds Green Road, London N11 2EU [name and address of premises to which the application relates] and any premises licence to be granted or varied in respect of this application made by

Mr Hurcem Merkan [name of applicant] concerning the supply of alcohol at Station Supermarket, 38 Bounds Green Road, London N11 2EU, [name and address of premises to which application relates]

I also confirm that I am applying for, intend to apply for or currently hold a personal licence, details of which I set out below.

Personal licence number LN

LN/000027550

[insert personal licence number, if any]

Personal licence issuing authority L.B. Haringey

[insert name and address and telephone number of personal licence issuing authority, if any]

Signed
Full Name
Mr Hurcem Merkan

Date 02/02/2024



Payment Successful

Please note - information on this page will time-out after 15 minutes of inactivity



Thank you. Your payment for £23.00 has been accepted

This is NOT a VAT receipt.

Please make a copy of this receipt for your records

To email the receipt, enter the full email address and click on the 'Email' button



····l Email

To print this page, click the Print button

To display a VAT receipt, click the VAT button

Finish

To finish this payment, and start another task, click Finish

Receipt Details

Card type Visa Credit Card number *********8744

Receipt Number ELMS00015609 Authorisation code 983409 Merchant Number ***79951 Terminal ID

Date/Time 02/02/2024 11:36:23

Mr Mahir Kilic

53 Stoke Newington High Street Stoke Newington High Street

London N16 8EL

The following payments have been made

Fund	Payment Method	Amount (£)	Charge (£)	VAT	Reference
Miscellaneous	14 CCNET	23.00	0.00	0.00	V3240060501
Total Amount		23.00			

Your account will be debited with the above amount

Back to Top

##Help [Link opens in new window] ##About[link opens in new window]

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Privacy Notice

Data Controller: Haringey Council

See the Haringey Council privacy statement (Opens in new window)

Provided by Civica UK Limited

LICENSING ACT 2003 Sec 24

PREMISES LICENCE SUMMARY

Receipt: SELMS00003210 Premises Licence Number: LN/000017249

This Premises Licence has been issued by:

The Licensing Authority, London Borough of Haringey,



... **Date:** 20th October 2016 DPS Variation: 16th February 2024

Part 1 - PREMISES DETAILS

<u>Postal Address of Premises or, if none, Ordnance Survey map reference or description:</u>

STATION SUPERMARKET 38 BOUNDS GREEN ROAD LONDON N11 2EU

Telephone:

Where the Licence is time limited, the dates:

Not applicable

Licensable activities authorised by the Licence:

Supply of Alcohol

The times the Licence authorises the carrying out of licensable activities:

Supply of Alcohol

Sunday to Thursday 0800 to 0000 Friday to Saturday 0800 to 0100

The opening hours of the premises:

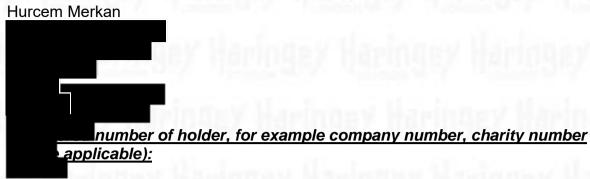
Sunday to Thursday 0800 to 0000 Friday to Saturday 0800 to 0100

Where the Licence authorises supplies of alcohol whether these are on and/or off supplies:

Supply of alcohol for consumption **OFF** the premises.

PREMISES DETAILS [CONT'D]

Name, (registered) address of holder of Premises Licence:

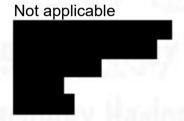


Not applicable

Name of designated premises supervisor where the Premises Licence authorises the supply of alcohol:

Hurcem Merkan

State whether access to the premises by children is restricted or prohibited:



LICENSING ACT 2003 Sec 24

PREMISES LICENCE

Receipt: SELMS00003210 Premises Licence Number: LN/000017249

This Premises Licence has been issued by:

The Licensing Authority, London Borough of Haringey,



.. **Date:** 20th October 2016 DPS Variation: 16th February 2024

Part 1 - PREMISES DETAILS

<u>Postal Address of Premises or, if none, Ordnance Survey map reference or description:</u>

STATION SUPERMARKET 38 BOUNDS GREEN ROAD LONDON N11 2EU

Telephone:

Where the Licence is time limited, the dates:

Not applicable

Licensable activities authorised by the Licence:

Supply of Alcohol

The times the Licence authorises the carrying out of licensable activities:

Supply of Alcohol

Sunday to Thursday 0800 to 0000 Friday to Saturday 0800 to 0100

The opening hours of the premises:

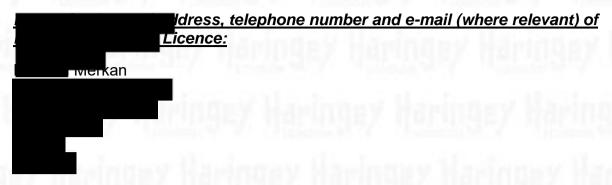
Sunday to Thursday 0800 to 0000 Friday to Saturday 0800 to 0100

Where the Licence authorises supplies of alcohol whether these are on and/or off supplies:

Supply of alcohol for consumption **OFF** the premises.

PREMISES DETAILS [CONT'D]

Part 2



Registered number of holder, for example company number, charity number (where applicable):

Not applicable

Name, address and telephone number of designated premises supervisor where the Premises Licence authorises the supply of alcohol:



<u>Personal Licence number and issuing authority of personal licence held by designated premises supervisor where the Premises Licence authorises for the supply of alcohol:</u>

Personal Licence: LN/000027550

Issued by: London Borough of Haringey

Annex 1 - Mandatory Conditions

Supply of alcohol.

- 1. 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) a gnated premises supervisor does not hold a personal licence or his personal licence or his nded.
- 2. Every least already under the premises licence must be made or authorised by a person who
- 3. (1 green)ses licence holder must ensure that an age verification policy is adopted in respect of the sees in relation to the sale or supply of alcohol.
- (2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.
- (3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either—
- (a) a holographic mark, or
- (b) an ultraviolet feature.

4. Prohibition on Sale of Alcohol below Cost of Duty plus VAT.

- (1) A relevant person shall ensure that no alcohol is sold or supplied for consumption off the premium and its less than the permitted price.
- (2) F ses of the condition set out in paragraph (1) —
- (a) to be construed in accordance with the Alcoholic Liquor Duties Act 1979(6);
- (b) —permitted pricell is the price found by applying the formula –

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

Where -

- (i) P is the permitted price,
- (ii) D is the rate of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
 - (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol.
- (c) relevant personll 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 personl 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) —valued added taxll means value added tax charged in accordance with the Value Added Tax Act 1994
- (3) Where the permitted price given by Paragraph (b) of paragraph (2) would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

Annex 1 - Mandatory Conditions

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

(b) The permitted price which would apply on the first day applies to sales or supplies of place before the expiry of the period of 14 days beginning on the

Doo

1. Are the second to be on the premises to carry out a security activity must be authorised to call activity by a licence granted under the Private Security Industry Act 2001 or be entited arry out that activity by virtue of Section 4 of that Act.



Annex 2 - Conditions consistent with the Operating Schedule

THE PREVENTION OF CRIME AND DISORDER

The DPS or trained member of staff nominated in writing by the DPS will be on duty at all times the premise is open to the public.

A CC
Metro
Metro
Deffice standards and will be kept operational at all times the premise is open
CCT
Reco
To an evidential standard in any light and be capable of storing images for a standard operation of the premises will be installed to current to operational at all times the premise is open.

Reco
To an evidential standard in any light and be capable of storing images of a standard operate the CCTV system and download images.

At least one member of staff will be trained to operate the CCTV system and download images will be on duty at all times the premise is open to the public. Footage shall be shown to the police and screen shots provided upon request.

Copies of downloaded images will be provided to Police on a USB stick, CD or other acceptable means within 24 hours of request.

An incident book will be kept on the premises and made available upon request to the Police or authorised council officer, which will record the following:

- ns of customers
- complaints received
- cidents of disorder
- Any seizure of drugs or offensive weapons
- Any faults with CCTV
- Any refusal in the sale of alcohol
- Any visit by relevant authority or emergency service

Notices will be prominently displayed by entry/exit door and point of sale advising customers:

- CCTV and Challenge 25 are in operation.
- the provisions of the licensing act regarding under age and proxy sales.
- the permitted hours for licensing activities and opening times
- not to drink in the street
- to respect residents, leave quietly, not loiter outside the premises or in the vicinity and to dispose of litter legally.

PUBLIC SAFETY

A fire risk assessment and emergency plan will be prepared and regularly review.

All staff will receive appropriate fire safety training and refresher training.

THE PREVENTION OF PUBLIC NUISANCE

The front of the premises shall be kept tidy at all times.

Relevant notices will be prominently displayed by the entry/exit door and point of sale No deliveries will be received or rubbish removed from the premises between 2100 and 0700.

Annex 2 - Conditions consistent with the Operating Schedule

Any music played will only be played at background level.

An incident book shall be kept at the premises and made available to the Police or authorised council officer

A phosphare mises will be made available upon request to Police, other responsible authors.

<u>Plan</u>

All personal princery is correctly maintained and regularly serviced to ensure that it is operating efficiency of the maintained and regularly serviced to ensure that it is operating efficiency of the maintained and regularly serviced to ensure that it is operating efficiency of the maintained and regularly serviced to ensure that it is operating efficiency of the maintained and regularly serviced to ensure that it is operating efficiency of the maintained and regularly serviced to ensure that it is operating efficiency of the maintained and regularly serviced to ensure that it is operating efficiency of the maintained and regularly serviced to ensure that it is operating efficiency of the maintained and regularly serviced to ensure that it is operating efficiency of the maintained and regularly serviced to ensure that it is operating efficiency of the maintained and regularly serviced to ensure that it is operating efficiency of the maintained and regularly serviced to ensure the maintained and regularly serviced to ensur

Prev nuisance from light

Illuminated external signage shall be switched off when the premise is closed.

THE PROTECTION OF CHILDREN

The 'Challenge 25' will be implemented.

The following forms of identification will be accepted:

- Valid passport
- Photo driving licence
- ME Forces photographic ID card
- with the PASS logo or hologram

All recorded in the refusal section of the incident book.

The book will be kept on the premises and produced to Police and authorised council officers upon request

All staff who work front of house will be trained for their role on induction and be given refresher training every six months.

Written training records will be kept for each staff member and produced upon request to Police and authorised council. Training will include identifying persons under the age of 25, making a challenge, acceptable proof of age and ID checks, making and recording a refusal, avoid conflict and responsible alcohol retailing.

Unless an EPOs system with automatic proof of age check reminder is incorporated is in use a manual prompt will be displayed by the till(s) to remind staff to check proof of age where appropriate.

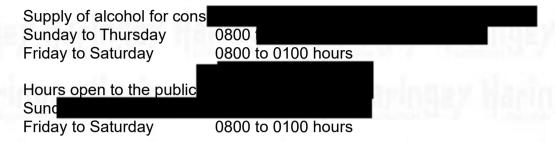
All staff working the tills will be trained for their role on induction and given refresher training every six months.

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

RESOLVED 20th October 2016

The Committee carefully considered the application for a new premises licence, the representations of the Metropolitan Police, Public Health, licensing authority and Trading Standards teams and the applicant's representative.

The Committee resolved to grant the application for the



Subject to the following conditions which were considered to be appropriate and proportionate in order to fulfil the licensing objectives:

- 1. That a CCTV recording system be installed inside the premises, positioned to capture the sale of alcohol and tobacco. A library of recordings taken by the system shall be maintained for a minimum of 31 days and made available to authorised officers upon request. A member of staff trained to operate the CCTV system and download images shall be on duty at all times the premises are open to the public.
 The conditions set out on page 21 of the agenda pack at paragraph 6 a to e related to notices will form part of the conditions.
- The premises licence holder shall not purchase alcohol or tobacco from any door to door sellers and only source alcohol, tobacco and other products from authorised or bona fide suppliers and refuse access to hawkers of counterfeit products.
- 3. The premises licence holder shall ensure all receipts for good bought include the following details:
 - i) The sellers name and address
 - ii) Sellers company details if applicable
 - iii) Sellers VAT details if applicable

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

- 4. Mr Haydar Erdogan shall be excluded from the premises at all times. For the avoidance of doubt, he shall not sell or supply for sale alcohol or any goods at the premises whether by himself or instructing others.
- 5. The premises licence holder will ensure that the ages of purchasers of alcohol will be verified and that individuals who appear to be under 18 years of age will be required to produce photographic identification which includes their date of birth and a holographic mark. The conditions as set out on page 22 of the agenda pack at section e, points 1 to 6 shall also be imposed for the protection of children from harm.

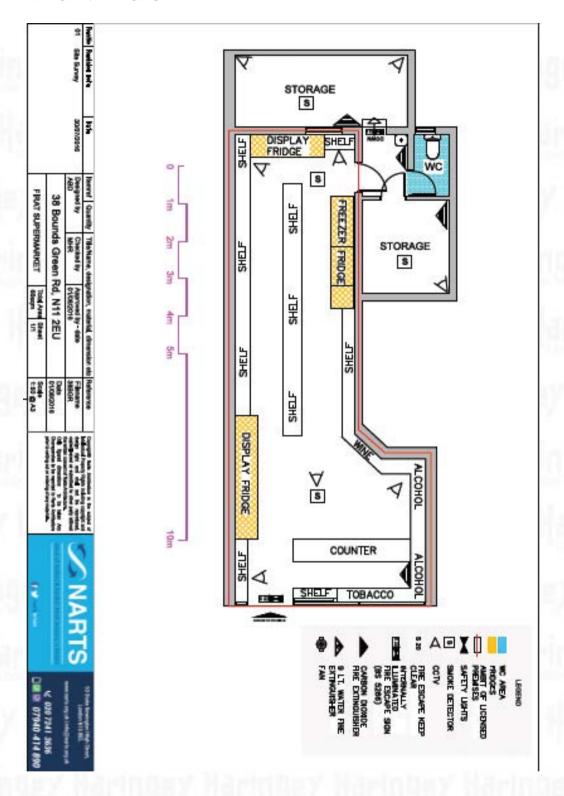
The Committee carefully considered the representations of the responsible authorities and had particular regard to the serious incidents of crime and disorder that had been associated with the premises. The Committee gave serious consideration to refusing this application in light of the matters that were put before it but saw fit to grant the licence on the understanding that the licence

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

holder would in due course become a director of the business such that he would be in a position to exert control over the events that take place at the premises. The Committee recommends that the licence holder's status as a director is verified to the responsible authorities as soon as possible.

The hed its enquiries with an open mind and only made its decision after havir hall parties.





The Licensing Authority London Borough of Haringey 4th Floor, Alexandra House Station Road, Wood Green London N22 7TY



Licensing Act 2003 - Personal Licence

Licence Number:

LN/000027550

Name:

Hurcem Merkan

Address:

Start Date:

31st January 2024

The holder of this licence named above is hereby authorised to sell or supply or to authorise the sale or supply of alcohol in accordance with the provisions of Part 6 of the Licensing Act 2003.

Relevant / Foreign Offences

Issue Date: 31st January 2024



Licensing Authority

A personal licence holder must produce this licence on request by a police officer authorised officer of the Licensing Authority or other di

Agenda Item 7

Report for: Licensing Sub Committee 18th March 2024

Item number: 7

Title: Application for a New Premises Licence at Aydin Café, 471 Green

Lanes, London N4, 1AJ.

Report

authorised by: Daliah Barrett-Licensing Team Leader – Regulatory Services.

Ward(s) affected: Harringay

Report for Key/

Non-Key Decision: Not applicable

- 1. Describe the issue under consideration.
- 1.2 This report relates to a new application submitted by Mr Aydin Yesiltas.
- 1.3 The application seeks the following:

Late Night Refreshment

Thursday to Saturday 2300 to 0000 hours

Sale of Alcohol

Sunday to Wednesday 1100 to 2300 hours Thursday to Saturday 1100 to 0000 hours

Supply of alcohol **ON** and **OFF** the premises.

Hours open to Public

Sunday to Wednesday 0700 to 2300 hours Thursday to Saturday 0700 to 0000 hours

- 1.4 The application and operating schedule can be found at Appendix A.
- **1.5** Representations have been received from:
 - Other parties (Resident) citing the hours and the use of the premises as a concern. – App B

1.6 Recommendation

In considering the representations received and what is appropriate for the promotion of the licensing objectives, the steps the Sub-Committee can take are:

- Grant the aspplication as requested.
- Grant the application whilst imposing additional conditions and/or altering in any way the proposed operating schedule.
- Exclude any licensable activities to which the application relates.
- Reject the whole or part of the application.

Members of the licensing sub-committee are reminded that they may not modify the conditions or reject the whole or part of the application merely because it considers it desirable to do so. It must be appropriate in order to promote the licensing objectives.



2 Background

2.1 The premises is part of a terrace of retail units with residential accommodation above.

3 Licensing Policy

- 3.1 The committee will also wish to be aware of the guidance issued under section 182 of the Licensing Act 2003. Licensing is about regulating the provision of licensable activities on licensed premises, by qualifying clubs and at temporary events within the terms of the Licensing Act 2003. The terms and conditions attached to various permissions are focused on matters which are within the control of individual licensees and others granted relevant permissions. Accordingly, these matters will centre on the premises and places being used for licensable activities and the vicinity of those premises and places.
- 3.2 The objective of the licensing process is to allow for the carrying on of retail sales of alcohol and the prevention of public nuisance, prevention of crime and disorder, public safety and protection of children from harm. It is the Licensing Authority's wish to facilitate well run and managed premises with licence holders displaying sensitivity to the impact of the premises on local residents.
- 3.3 In considering licence applications, where relevant representations are made, this Licensing Authority will consider the adequacy of measures proposed to deal with the potential for public nuisance and/or public disorder having regard to all the circumstances of the case.
- 3.4 Where relevant representations are made, this authority will demand stricter conditions with regard to noise control in areas that have denser residential accommodation, but this will not limit opening hours without regard for the individual merits of any application. This authority will consider each application and work with the parties concerned to ensure that adequate noise control measures are in place. Any action taken to promote the licensing objectives will be appropriate and proportionate.
- 3.5 This Licensing Authority in determining what action to take will seek to establish the cause of concern and any action taken will be directed at these causes. Any action taken to promote the licensing objectives will be appropriate and proportionate.
- 3.6 Also the Licensing Authority may not impose conditions unless its discretion has been exercised following receipt of relevant representations and it is satisfied as a result of the hearing that it is appropriate to impose conditions to promote one or more of the four licensing objectives. Therefore, conditions may not be imposed for the purpose other than promoting the licensing objectives and in some cases no additional conditions will be required.
- 3.7 In cases Members should make their decisions on the civil burden of proof, that is the balance of probability.
- 3.8 Members should consider in all cases whether or not primary legislation is the appropriate method of regulation and should only consider licence conditions when the circumstances in their view are not already adequately covered elsewhere.
- 3.9 The Government has advised that conditions must be tailored to the individual type, location and characteristics of the premises and events concerned. Conditions cannot seek to manage the behaviour of customers once they are beyond the direct



management of the licence holder and their staff.

The Councils Licensing policy generally expects applicants to address the licensing objectives and discuss how to do this with the relevant responsible authorities.

4 Licensing hours

- 4.2 Where relevant representations are made, the Council will consider the proposed hours on their individual merits. Notwithstanding this, the Council may require stricter conditions in areas that have denser residential accommodation to prevent public nuisance. The Council will endeavour to work with all parties concerned in such instances to ensure that adequate conditions are in place. The Council may restrict the hours that certain premises can offer alcohol for sale for consumption off the premises for preventing crime, disorder and nuisance.
- 5 Powers of a Licensing Authority
- 5.1 The decision should be made with regard to the Secretary of the State's guidance and the Council's Statement of Licensing Policy under the Licensing Act 2003. Where the decision departs from either the Guidance or the Policy clear and cogent reasons must be given. Members should be aware that if such a departure is made the risk of appeal / challenge is increased.
- 5.2 The licensing authority's determination of this application is subject to a 21 day appeal period or if the decision is appealed the date of the appeal is determined and /or disposed of.

6. Other considerations

Section 17 of the Crime and Disorder Act 1998 states:

"Without prejudice to any other obligation imposed on it, it shall be the duty of each authority to which this section applies to exercise its various functions with due regard to the likely effect of the exercise of those function on, and the need to do all that it reasonably can to prevent crime and disorder in its area".

6.1 Human Rights

While all Convention Rights must be considered, those which are of particular relevance to the application are:

- Article 8 Right to respect for private and family life.
- Article 1 of the First Protocol Protection of Property
- Article 6(1) Right to a fair hearing.
- Article 10 Freedom of Expression

7 Use of Appendices

Appendix A - New Application.

Appendix B - Residents Representation.

Background papers: Section 82 Guidance

Haringey Statement of Licensing policy





Appendix A





Haringey Application for a premises licence Licensing Act 2003

For help contact

licensing@haringey.gov.uk

Telephone: 020 8489 8232

* required information

Section 1 of 21		
You can save the form at any t	ime 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	Aydin Cafe	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 be	half of the applicant?	Put "no" if you are applying on your own behalf or on behalf of a business you own or
• Yes C N	lo	work for.
Applicant Details		
* First name	Mr Aydin	
* Family name	Yesiltas	
* E-mail		
Main telephone number		Include country code.
Other telephone number		
☐ Indicate here if the appli	cant would prefer not to be contacted by telep	hone
Is the applicant:		
Applying as a business of	or organisation, including as a sole trader	A sole trader is a business owned by one
 Applying as an individual 	al	person without any special legal structure. Applying as an individual means the applicant is applying so the applicant can be employed, or for some other personal reason, such as following a hobby.

Continued from previous page		
Address		
* Building number or name	3	
]
		1
Agent Details		1
* First name	Mrs Aysen	
* Family name	Ipek Kilic	
* E-mail		
number		
☐ Indicate here if you wou	ld prefer not to be contacted by telephone	•
Are you:		
An agent that is a busine	ess or organisation, including a sole trader	A sole trader is a business owned by one
A private individual actir	ng as an agent	person without any special legal structure.
Agent Business		
Is your business registered in the UK with Companies House?	YesNo	Note: completing the Applicant Business section is optional in this form.
Registration number	12194816	
Business name	Narts Consultancy	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	
Your position in the business	Licensing Consultant	
Home country	United Kingdom	The country where the headquarters of your business is located.

Continued from previous page		
Agent Registered Address		Address registered with Companies House.
Building number or name		
Section 2 of 21		
PREMISES DETAILS		
	ply for a premises licence under section 17 of the premises) and I/we are making this application the Licensing Act 2003.	
Premises Address		
Are you able to provide a post	al address, OS map reference or description of t	he premises?
Address	p reference O Description	
Postal Address Of Premises		
Building number or name	Aydin Cafe	
Street	471 Green Lanes	
District		
City or town	London	
County or administrative area		
Postcode	N4 1AJ	
Country	United Kingdom	
Further Details		
Telephone number		
Non-domestic rateable value of premises (£)	25,250	

Secti	on 3 of 21		
APPL	LICATION DETAILS		
In wh	. , , ,	ng for the premises licence?	
\boxtimes	An individual or individuals		
	A limited company / limit	ed liability partnership	
	A partnership (other than	limited liability)	
	An unincorporated assoc	iation	
	Other (for example a state	utory corporation)	
	A recognised club		
	A charity		
	The proprietor of an educ	cational establishment	
	A health service body		
		ed under part 2 of the Care Standards Act n 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		
Conf	firm The Following		
\boxtimes	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 virtue of His Majesty's pre	on pursuant to a function discharged by erogative	
	on 4 of 21		
INDI	VIDUAL APPLICANT DETA	AILS	
	licant Name e name the same as (or sim	nilar to) the details given in section one?	If "Yes" is selected you can re-use the details
•	Yes	○ No	from section one, or amend them as required Select "No" to enter a completely new set of details.
First	name	Mr Aydin	
Fami	ily name	Yesiltas	
Is the	s the applicant 18 years of age or older?		
• '	Yes	○ No	

Continued from previous page		
Current Residential Address		
Is the address the same as (or s	similar to) the address given in section one?	If "Yes" is selected you can re-use the details
Yes	○ No	from section one, or amend them as required. Select "No" to enter a completely new set of details.
Building number or name		
Applicant Contact Details		•
	ne as (or similar to) those given in section one?	If "Yes" is selected you can re-use the details
	· · · · · · · · · · · · · · · · · · ·	from section one, or amend them as
Yes	○ No	required. Select "No" to enter a completely new set of details.
E-mail		
]
number		
* Date of birth		•
Date of biltin	dd mm yyyy	
* N		Documents that demonstrate entitlement to
* Nationality		work in the UK
Right to work share code		Right to work share code if not submitting scanned documents
	Add another applicant]
Section 5 of 21		
OPERATING SCHEDULE		
When do you want the premises licence to start?	07 / 02 / 2024 dd mm yyyy	
If you wish the licence to be	3333	
valid only for a limited period, when do you want it to end	//	
j 55 (6 6).d	dd mm yyyy	
Provide a general description of	of the premises	

Continued from previous page	
licensing objectives. Where yo	ises, its general situation and layout and any other information which could be relevant to the our application includes off-supplies of alcohol and you intend to provide a place for oplies you must include a description of where the place will be and its proximity to the
Cafe - bistro	
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 er	itertainment
Will you be providing plays?	
○ Yes	No
Section 7 of 21	
PROVISION OF FILMS	
See guidance on regulated er	itertainment
Will you be providing films?	
○ Yes	No
Section 8 of 21	
PROVISION OF INDOOR SPO	RTING EVENTS
See guidance on regulated er	itertainment
Will you be providing indoor s	sporting events?
○ Yes	No
Section 9 of 21	
PROVISION OF BOXING OR V	VRESTLING ENTERTAINMENTS
See guidance on regulated er	itertainment
Will you be providing boxing	or wrestling entertainments?
○ Yes	No
Section 10 of 21	
PROVISION OF LIVE MUSIC	
See guidance on regulated er	itertainment
Will you be providing live mus	sic?
○ Yes	No
Section 11 of 21	
PROVISION OF RECORDED N	IUSIC
See guidance on regulated er	itertainment

Continued from previou	ıs page		
Will you be providing	recorded music?		
○ Yes	No		
Section 12 of 21			
PROVISION OF PERFO	DRMANCES OF DANCE		
See guidance on regul	lated entertainment		
Will you be providing	performances of dance?		
○ Yes	No		
Section 13 of 21			
PROVISION OF ANYTI DANCE	HING OF A SIMILAR DESCF	IPTION TO LIVE MUSIC, RECORDED MUSIC OR PERFORMANCES OF	
See guidance on regul Will you be providing performances of dance	anything similar to live mus	ic, recorded music or	
	No		
Section 14 of 21			
LATE NIGHT REFRESH	IMENT		
Will you be providing	late night refreshment?		
Yes	○ No		
Standard Days And T	imings		
MONDAY		Cive timings in 24 hour clock	
	Start	Give timings in 24 hour clock. End (e.g., 16:00) and only give details for the	days
	Start	end end of the week when you intend the premis to be used for the activity.	es
TUESDAY		to be used to: the delivity.	
TOLSDAT	Chart	Ford Total	
	Start	End	
	Start	End	
WEDNESDAY			
	Start	End	
	Start	End	
THURSDAY			
	Start 23:00	End 00:00	
	Start	End	
	Start	Liid	
FRIDAY			
	Start 23:00	End 00:00	
	Start	End	

Continued from previous page	e		
SATURDAY			
Sta	art 23:00	End 00:00	
Sta	art	End	
SUNDAY			
Sta	art	End	
Sta	art	End	
Will the provision of late nig both?	ght refreshment take place indo	ors or outdoors or	
Indoors	Outdoors	Both	Where taking place in a building or other structure tick as appropriate. Indoors may include a tent.
	authorised, if not already stated, music will be amplified or unam		urther details, for example (but not
N/A			
State any seasonal variation	ns		
For example (but not exclus	sively) where the activity will occ	cur on additional da	ays during the summer months.
N/A			
Non-standard timings. Whe those listed in the column o		the supply of late n	night refreshments at different times from
For example (but not exclus	sively), where you wish the activ	ity to go on longer	on a particular day e.g. Christmas Eve.
N/A			
Section 15 of 21			
SUPPLY OF ALCOHOL			
Will you be selling or supply	/ing alcohol?		
Yes	○ No		
Standard Days And Timing	gs		

Continued from previous	page		
MONDAY			Give timings in 24 hour clock.
	Start 11:00	End 23:00	(e.g., 16:00) and only give details for the days
	Start	End	of the week when you intend the premises to be used for the activity.
TUESDAY			
	Start 11:00	End 23:00	
	Start	End	
WEDNESDAY			
	Start 11:00	End 23:00	
	Start	End	
THURSDAY			
	Start 11:00	End 00:00	
	Start	End	
FRIDAY			
	Start 11:00	End 00:00	
	Start	End	
SATURDAY			
	Start 11:00	End 00:00	
	Start	End	
SUNDAY			
	Start 11:00	End 23:00	
	Start	End	
Will the sale of alcohol I	oe for consumption:		If the sale of alcohol is for consumption on the premises select on, if the sale of alcohol
On the premises	Off the premises	Both	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 varia	ations		
For example (but not ex	cclusively) where the activity wil	l occur on additional	days during the summer months.
N/A			
Non-standard timings. \	Where the premises will be used	for the supply of alc	ohol at different times from those listed in the

column on the left, list below

Continued from previous page		
For example (but not exclusive	ely), where you wish the activity to go on longer	on a particular day e.g. Christmas Eve.
N/A		
State the name and details of the licence as premises supervisor	the individual whom you wish to specify on the	
Name		
First name		
	dd mm yyyy	
Enter the contact's address		
Building number or name		
administrative area		
Postcode		
number (if known)	Application in Progress	
(II KITOWITY		
Issuing licensing authority (if known)	Enfield	
· ,	MISES SUPERVISOR CONSENT	
	he proposed designated premises supervisor	
be supplied to the authority?	no proposodi dosignatod promisos superniso.	
 Electronically, by the pro 	posed designated premises supervisor	
 As an attachment to this 	application	
Reference number for consent form (if known)		If the consent form is already submitted, ask the proposed designated premises supervisor for its 'system reference' or 'your reference'.
Section 16 of 21		
ADULT ENTERTAINMENT		

Highlight any adult entertainment or services, activities, or other entertainment or matters ancillary to the use of the premises that may give rise to concern in respect of children Give information about anything intended to occur at the premises or ancillary to the use of the premises which may give rise to concern in respect of children, regardless of whether you intend children to have access to the premises, for example (but not exclusively) nudity or semi-nudity, films for restricted age groups etc gambling machines etc. N/A Section 17 of 21 HOURS PREMISES ARE OPEN TO THE PUBLIC **Standard Days And Timings MONDAY** Give timings in 24 hour clock. (e.g., 16:00) and only give details for the days Start | 07:00 End 23:00 of the week when you intend the premises Start End to be used for the activity. **TUESDAY** Start | 07:00 23:00 End Start End WEDNESDAY Start | 07:00 End 23:00 Start End **THURSDAY** Start 07:00 00:00 End Start End **FRIDAY** Start 07:00 00:00 End Start End **SATURDAY** Start 07:00 00:00 End Start End **SUNDAY** Start 07:00 23:00 End Start End State any seasonal variations For example (but not exclusively) where the activity will occur on additional days during the summer months.

Continued from previous page...

Continued from previous page
N/A
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.
N/A
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.
Please see below

- b) The prevention of crime and disorder
- 1) The dps, a personal licence holder or trained member of staff nominated in writing by the dps shall be on duty at all times the premises are open to the public.
- 2) a) A cctv system covering the interior & exterior of the premises will be installed to current metropolitan police / Home office standards and shall be kept operational at all times the premises are open to the public.
- b) It shall be capable of taking a head & shoulders shot of persons entering the premises, of recording images to an evidential standard in any light and be capable of storing images for a minimum of 31 days.
- c) All staff who may work front of house shall be trained to operate the cctv system and download images.
- d) At least one member of staff trained to operate the cctv system & download images shall be on duty at all times the premises are open to the public. Footage shall be shown to the police and screenshots provided to them on request. Copies of downloaded images shall be provided to the police on a usb stick, cd or other acceptable means as soon as possible and in any case within 24 hours of the request
- 3) Challenge 25 shall be operated as the proof of age policy.
- 4) All staff who work at the till will be trained for their role on induction and be given refresher training every six months. Written training records will be kept for each staff member and be produced to police & authorized council officers on request. Training will include identifying persons under 25, making a challenge, acceptable proof of age & checking it, making & recording a refusal, avoiding conflict & responsible alcohol retailing.
- 5) An incident book shall be kept at the premises, and made available to the police or authorized council officers, which will record the following:
- A) All crimes reported,
- B) Lost property,
- C) All ejections of customers,
- D) Any complaints received,
- E) Any incidents of disorder,
- F) Any seizure of drugs or offensive weapons,
- G) Any faults in the cctv,

Continued from previous page...

- H) Any refusal in the sale of alcohol.
- I) Any visit by a relevant authority or emergency service
- 6) Notices will be prominently displayed by the entry/ exit door and point of sale (as appropriate) advising customers:
- A) That cctv & challenge 25 are in operation;
- B) Advising customers of the provisions of the licensing act regarding underage & proxy sales;
- C) Of the permitted hours for licensable activities & the opening times of the premises;
- D) To respect residents, leave quietly, not to loiter outside the premises or in the vicinity and to dispose of litter legally.

c) Public safety

A fire risk assessment and emergency plan will be prepared and regularly reviewed. All staff will receive appropriate fire safety training and refresher training.

d) The prevention of public nuisance

- 1) The front of the premises shall be kept tidy at all times and be swept at close.
- 2) Relevant notices will be prominently displayed by the entry/ exit door and point of sale (as appropriate)
- 3) No deliveries will be received or rubbish removed from the premises between 22.00 & 07.00.
- 4) An incident book shall be kept at the premises and made available to the police or authorized council.
- 5) A phone number for the premises shall be made available if required upon request to the police, any other responsible authority or any local resident to express any concerns caused by the operation of the premises. Any complaints and the outcome will be recorded in the incident book.

e) The protection of children from harm

- 1) Challenge 25 shall be operated as the proof of age policy and only a valid passport, photo driving license, hm forces photographic id card or proof of age card with the pass logo or hologram on it may be accepted as proof of age.
- 2) All refusals of the sale of alcohol shall be recorded in the refusals section of the incident book. The incident book shall be kept and produced to police & authorized council officers on request –see section b condition 5 for full details.
- 3) Relevant notices will be prominently displayed by the entry/ exit door and point of sale as appropriate see section B condition 6 for full details.
- 4) All staff who work front of house will be trained for their role on induction and be given refresher training every six months. Written training records will be kept for each staff member and be produced to police & authorized council officers on request. Training will include identifying persons Under 25, making a challenge, acceptable proof of age & checking it, making & recording a refusal, avoiding conflict & responsible alcohol retailing.
- 5) All alcohol shall be ancillary to the operation of the premises as a Restaurant. Alcohol may only be supplied with a substantial food order.
- 6) All alcohol will be displayed and kept and will be sold from behind the counter and to be dispensed by a member of staff only
- 7) The delivery of alcohol to be made only to a residential or business address, where it is clearly evident that the customer is a resident or occupies the business.
- 8) The delivery of alcohol will not be made to a person in a public place such as a street corner, park or bus stop etc.
- 9) Customers to be reminded it is a criminal offence for a person under 18 years to purchase or attempt to purchase alcohol and that it is also an offence to purchase alcohol on behalf of a person aged under 18 years
- 10) ID verification will be made when orders containing alcohol are delivered (no ID no delivery) acceptable proof of age shall include identification bearing the customer's photograph, date of birth and integral holographic mark or security measure
- 11) All serving and delivery staff shall receive regular training, a minimum of twice a year on the prevention of underage sales and on Challenge 25 scheme.
- 12) Suitable beverages other than alcohol (including drinking water) shall be equally available for consumption with or otherwise as ancillary to table meals.
- 13) Should the premises remain open for non-licensable activities customer shall not have access to alcohol after the

Continued from previous page...

licensed hours. This shall be prevented by the use of shutters / locked fridges.

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NOTES ON DEMONSTRATING ENTITLEMENT TO WORK IN THE UK

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
- Cross activity exemptions: no licence is required between 08.00 and 23.00 on any day, with no limit on audience size for:
 - any entertainment taking place on the premises of the local authority where the entertainment is provided 0 by or on behalf of the local authority;
 - any entertainment taking place on the hospital premises of the health care provider where the 0 entertainment is provided by or on behalf of the health care provider;
 - any entertainment taking place on the premises of the school where the entertainment is provided by or O on behalf of the school proprietor; and
 - any entertainment (excluding films and a boxing or wrestling entertainment) taking place at a travelling 0 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 http://www.voa.gov.uk/ business rates/index.htm

Band A - No RV to £4300 £100.00

Band B - £4301 to £33000 £190.00

Band C - £33001 to £8700 £315.00

Band D - £87001 to £12500 £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 your are required to pay a higher fee

Band D - £87001 to £12500 £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 30000-39000 £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

The following credit or debit cards are accepted in Haringey: Maestro - Mastercard Debit - Mastercard Credit - Solo - Visa Credit - Visa Debit (formerly Delta) and Visa Electron We cannot accept liability if payment is refused or declined by the card supplier. Due to end of day processing, this service will not be available between 10pm and 11pm every weekday evening (Mon-Fri). Users should note that any payments in process after the 10pm deadline need to be completed by 10.05pm

* Fee amount (£)

190.00

Continued from previous page...

DECLARATION

I/we understand it is an offence, liable on conviction to a fine up to level 5 on the standard scale, under section 158 of the licensing act 2003, to make a false statement in or in connection with this application. [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

Mrs Aysen Ipek Kilic

* Capacity

Licensing Consultant

* Date

09 / 01 / 2024

dd mm yyyy

Add another signatory

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

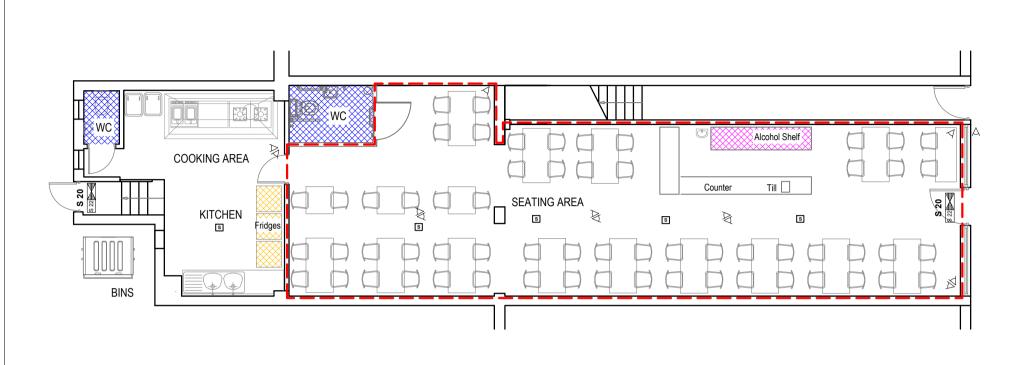
- 1. Save this form to your computer by clicking file/save as...
- 2. Go back to https://www.gov.uk/apply-for-a-licence/premises-licence/haringey/apply-1 to upload this file and continue with your application.

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	Aydin Cafe
Fee paid	
Payment provider reference	
ELMS Payment Reference	
Payment status	
Payment authorisation code	
Payment authorisation date	
Date and time submitted	
Approval deadline	
Error message	
Is Digitally signed	
1 2 3 4	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 Next>



GROUND FLOOR PLAN

1m 2m 3m 4m 5m 10m

LEGEND

ALCOHOL

WC AREA

FRIDGES

AMBIT OF LICENSED **PREMISES**

SAFETY LIGHTS

SMOKE DETECTOR

FIRE ESCAPE KEEP CLEAR

INTERNALLY ILLUMINATED FIRE ESCAPE SIGN (BS 5266)

GENERAL NOTES:

CCTV



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ADRESS	DRAWING DATE	TOTAL AREA
471 Green Lanes N4 1AJ	08/01/2024	ADD
DRAWING NAME:	SCALE: 1:100 @A4	SHEET: 1
Ground Floor Plan	DRAWN BY: OZ	CONTROL BY:MHR

53 Stoke Newington High Street, London N16 8EL
Tel: 020 7241 3636 | Mob: 07940 414 890 | www.narts.org.uk | info@narts.org.uk

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Appendix B



APP B -RESIDENTIAL REPRESENTATIONS

From: Asen Tsvyatkov (UK) <

Sent: Tuesday, January 23, 2024 4:59 PM **To:** Licensing < <u>licensing@haringey.gov.uk</u>> **Subject:** Aydin Cafe Licensing Application

Good afternoon,

I write to provide an objection to the Alcohol Licensing application filed on behalf of

Aydin Café 471 Green Lanes, London N4 1AJ Ward – Harringay

I live on, and the premises seeking the application is in close vicinity to a well known spot that has attracted high levels of antisocial behaviour, namely alcohol consumption in the open, with bottles left on the bottom of the street, drug dealing and a very large number of incidents involving intoxicated individuals which are actively being investigated by the Police.

I would therefore ask you to consider the impact of an establishment offering alcohol for consumption on- and off the premises in that context. Moreover, this is a school street, with regular traffic of parents and children coming in and out of South Harringay school. We have endured more than our fair share of antisocial behaviour and feel like another 'bar/bistro' in such close proximity to our street is bound to worsen the issue. Take for example the recent issues which have been widely reported by another licensed establishment - Rakkas, where licensing approval spiralled into an extraordinary issue with antisocial behaviour, parking, noise and live music going into the evenings.

Lastly, there is a widespread feeling in the community that the number of establishments serving food and coffee on this segment of Green Lanes has reached a point of oversaturation and is negatively impacting the vibrancy and diversity of high street - a key policy in the Haringey plan for the borough.

While there are no longer any restrictions on property conversion from retail to food/shops, I would encourage you to consider how this (and other licensing applications) are impacting this issue. The sale of alcohol would simply encourage more attempts by other operators to obtain licensing and we run the risk of becoming a string of bars and coffee shops, where previously there was vibrancy and diversity.

Thank you for considering my views.

Best wishes.

Asen Tsvyatkov

