

NOTICE OF MEETING

LICENSING SUB COMMITTEE B

Monday, 25th November, 2019, 7.00 pm - Civic Centre, High Road, Wood Green, N22 8LE

Members: Councillors Gina Adamou (Chair), Dhiren Basu and Viv Ross

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. Although we ask members of the public recording, filming or reporting on the meeting not to include the public seating areas, members of the public attending the meeting should be aware that we cannot guarantee that they will not be filmed or recorded by others attending the meeting. 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 and using the public seating area, 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

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 considered at 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. MINUTES (PAGES 1 - 12)

To approve the minutes of the previous meeting of the Licensing Sub Committee B held on 27th August 2019.

6. SUMMARY OF PROCEDURE (PAGES 13 - 14)

The Chair will explain the procedure that the Committee will follow for the hearing considered under the Licensing Act 2003 or the Gambling Act 2005. A copy of the procedure is attached.

7. APPLICATION FOR A NEW PREMISES LICENCE AT TILSON STORES- 40 TILSON ROAD, LONDON N8 (PAGES 15 - 72)

To consider an application for a new premises licence which has been submitted by Mr Arda, a person previously under the employment of the current licence holder Mr Zeynel Gunduz.

8. ITEMS OF URGENT BUSINESS

To consider any new items of urgent business admitted under item 3 above.

Glenn Barnfield, Principal Committee Co-ordinator
Tel – 020 8489 2939
Fax – 020 8881 5218
Email: glenn.barnfield@haringey.gov.uk

Bernie Ryan
Assistant Director – Corporate Governance and Monitoring Officer
River Park House, 225 High Road, Wood Green, N22 8HQ

Monday, 18 November 2019

MINUTES OF MEETING LICENSING SUB COMMITTEE B HELD ON TUESDAY, 27TH AUGUST, 2019, 7.00 - 9.30 PM

PRESENT: Councillors Gina Adamou (Chair), Dhiren Basu and Viv Ross

ALSO ATTENDING:

17. FILMING AT MEETINGS

Noted.

18. APOLOGIES FOR ABSENCE

There were no apologies for absence.

19. URGENT BUSINESS

There were no items of urgent business.

20. DECLARATIONS OF INTEREST

No declarations of interest were made.

21. MINUTES

Resolved

That the minutes of the meeting held on the 1st August 2019 be approved as a correct record of the meeting.

22. SUMMARY OF PROCEDURE

The Chair outlined the summary of procedure.

23. APPLICATION FOR A NEW PREMISES LICENCE 4 MEVSIM LTD, 640-642 LORDSHIP LANE LONDON N22 5JH

Licensing Officer

The Licensing Officer introduced the application which had been submitted by Mr Huseyin Sesen for a new licence to allow licensable activity namely, the sale of alcohol at the retail unit. The premises holds an existing licence for 642 Lordship Lane but the application before the LSC was for a new licence seeking to incorporate an additional shop unit.

Representations against the application had been received from residents, the local ward councillors, as well as Public Health and Licensing Authority Responsible Authorities.

Following a question from the Committee regarding page 51, the Licensing Officer confirmed that the restriction of the 'sale of strong beer/lager and cider' should be 6.5%, and not 5.5% as erroneously stated in that email.

Ward councillors

Councillor Peter Mitchell spoke on behalf of the ward councillors. The ward councillors received a number of complaints relating to the area in which the premises was located along Lordship Lane. It was highlighted that complaints included:

- Groups of men hanging around drinking and/or smoking, particularly around betting shops. It was noted the premises in the application was next door to a betting shop.
- Street drinkers made Lordship Lane an unpleasant area for locals.

Councillor Mitchell stated the Council should be supporting The Friends of Chapman's Green and claimed local residents did not feel safe in Chapman's Green, due to the congregation of gangs of men drinking, smoking, littering and urinating in the Green. The Councillor claimed that premises, such as the one in question, with 24 hour operating licenses exacerbated the problems which included 18 harassments being reported to the Metropolitan Police in July 2019 alone.

The Committee were reminded by the Councillor that Haringey Council policy stated that where any residential area was adversely affected by drinking, there was an assumption that premises in that area would have supply of alcohol limited to between 8am to 11pm Sunday to Thursday, and between 8am to 12am on Friday and Saturday.

Following a question by the Committee, the Licensing Officer noted that Lordship Lane to Chapman's Green had issues with street drinking. An action plan had been put in place address the issue of street drinking along Lordship Lane but the Licensing Officer noted that Chapman's Green was not included in any street drinking zone. The issue of drinking in Chapman's Green was an issue that had come to light following that action plan being created, but it was being addressed.

Following a question by the Committee, Councillor Mitchell confirmed that the ward councillor's objection was to the application for 24 hour supply of alcohol. He noted that summer was a particularly difficult time for residents around Chapman's Green with drinking in the park at its worse during that period, due to the park rangers not being able to close the Green.

In response to a question on the absence of any representations from the Metropolitan Police, Councillor Mitchell noted disappointment that they had not made any submissions to the Committee. He noted that a recent walkabout with senior council officers included the Metropolitan Police and there was a collective effort to address the antisocial behaviour issues in Chapman's Green and around Lordship

Lane. He also noted that the option of looking at increasing police operations in the area, such as through a Public Space Protection Order (PSPO) was being explored.

Public Health RA

The representative for Public Health referred the Committee to the written submissions at pages 53 to 57. It was highlighted that Public Health's principal concerns were:

- The particular area had a high concentration of similar premises and the granting of this application would likely increase therefore risk of antisocial behaviour in the area.
- The particular area contained a number of schools and children centres within a small radius. In the mornings and afternoons, there was a risk that children could see antisocial behaviour from those men congregating in the area, buying and then drinking alcohol on the street surrounding the premises. This worked against the Council's Borough Plan which sought children to have the best start in life.
- There was a high number of ambulance call outs in the area, creating a challenging atmosphere for residents.
- The sale of high strength alcohol increased the ease of availability of the most harmful alcohol products, usually at a cheap price.
- The Borough Plan stated the importance of protecting and improving green space and parks. This was difficult to achieve in areas such as Chapman's Green where there were concerns over groups of men drinking in that space. It also meant that others in the community were not able to use that space as they felt intimidated.

Public Health noted that if the Committee were to grant the application, it would like to see the conditions suggested at page 56 imposed on the Premises License.

Applicant

The Applicant was represented by Mr Stephen McCaffrey, Barrister.

Mr McCaffrey noted the application was being sought due to the increase in size at the premises meant that it had to be approved by the Licensing Committee. He stressed the premises already had 24-hour supply of alcohol on its premises license and had never previously had a review of its license. If the Committee did not approve the application, then the premises would still have the 24-hour supply of alcohol on the existing premises license.

Mr McCaffrey submitted the witness statement of the License Holder (contained in the supplementary pack) demonstrated a genuine willingness to address the issues that had been raised in the course of the application. Whilst Mr McCaffrey acknowledged the valid concerns raised by local residents and the RA's, he submitted there was an absence of any direct link between those concerns and the premises. He noted the only change that was taking place was the expansion of the premises, which was addressed by just one of the representations submitted.

Mr McCaffrey acknowledged there was a concern that expanding the premises meant there would be more alcohol on sale but informed the Committee that the primary intention for the expansion was to include a butcher and a bakery at the premises.

Mr McCaffrey challenged the suggestion that there was a link between the premises and antisocial behaviour in Chapman's Green. He accepted that there were local issues but these would not be addressed by restricting the supply of alcohol from the premises. He highlighted that no submissions had been made by the Metropolitan Police.

Mr McCaffrey closed by reminding the Committee the License holder had committed no previous breaches and was open to co-operating on issues raised, as demonstrated by the witness statement. He invited the Committee to support the License Holder and to approve this application, noting that the imposition of any new conditions on the premises would be disproportionate, given there had been no previous concerns and no previous review of the premises license.

In response to questions from the Committee, the following was noted:

- Due to the size of the floor plan expanding, Mr McCaffrey stated the law required a new application needed to be approved by the Licensing Committee.
- Mr McCaffrey claimed it was unfair to blame the premises for wider issues in the area.
- The Licensing Officer informed that all businesses in the area had been written to highlighting the concerns about street drinking. The businesses were reminded of the requirement to retail alcohol responsibly and that their premises license would be reviewed if they failed to retail alcohol responsibly.
- The Licensing Officer confirmed that there was one other premises within a 500m radius which was also able to supply alcohol 24/7.

Closing submissions were provided by:

Ward Councillors - Councillor Mitchell emphasised the ongoing issue of street drinking, antisocial behaviour, litter and urination in public from street drinkers.

The Chair thanked all parties for their participation and informed that a decision would be circulated within 5 working days.

DECISION

The Committee carefully considered the application for a new premises licence in respect of 4 Mevsim Limited, 640-642 Lordship Lane, London N22 5JH.

In considering the application the Committee took into account the London Borough of Haringey's Licensing Policy 2016-2021, the Licensing Act 2003, The Licensing Act 2003 section 182 Guidance, the contents of the report pack, the representations made by residents, Cllr Mitchell and the ward councillors, representations by Public Health and the Licensing Authority and the representations made by and/or on behalf of the applicant in person and via his legal representative.

Having heard from all of the parties the Committee decided to grant the application with the additional conditions as set out below:

Supply of Alcohol

Monday to Sunday 06.00 to 00.00

The conditions set out in the operating schedule to be added to the licence in addition to the following conditions:

1. There be no stock or supply of beer, larger or ciders above 6.5% ABV at the premises
2. There be no sale of single cans or bottles of beer, larger or cider from the premises
3. Outside of the hours authorised for the sale of alcohol, all alcohol within the trading area is to be secured behind locked grills/screens or secured behind locked cabinet doors.

Reasons

The Committee accepted the evidence from Public Health, the residents and Ward Councillors that the premises is in a mainly residential area where there is a problem with street drinking in the near vicinity and in Chapman's Green in particular. The evidence of high incidents of drinking related anti-social behaviour (ASB) and crime which is affecting residents was not disputed.

The Committee felt it safe to assume that the alcohol is being purchased locally by street drinkers therefore all premises in the area selling alcohol, particularly those selling it for consumption off the premises, are contributing to the issues in the area, including the applicant's premises at 642 Lordship Lane which currently has a 24 hour licence for the sale of alcohol for consumption off the premises.

The Committee is entitled to have regard to Haringey's Statement of Licensing Policy 2016 – 2021 when considering new applications. In accordance with that policy and in light of the current problems in the area the Committee concluded that granting this licence for the sale of alcohol for 24 hours would undermine the licensing objectives of the prevention of public nuisance and crime and disorder.

Although Haringey's Statement of Licensing Policy 2016-2021 presumes that the permitted hours for the sale of alcohol would be from 8 a.m. to midnight Friday and Saturday and from 8 a.m. to 11.30 Sunday to Thursday, the Committee agreed to extend those hours slightly to 6 a.m. to midnight every day in recognition that the premise is operating 24 hours as a supermarket.

The Committee did not consider that the expansion of the premises would lead to more alcohol being sold and is not imposing conditions that require the licence holder to manage behaviour once beyond the premises. However, it is satisfied that to grant a licence that enables the premises to sell high strength beers in single cans in an area where street drinking is a significant problem would undermine the licensing objective of the prevention of crime and disorder and public nuisance. The additional conditions above are therefore considered appropriate and proportionate.

Appeal Rights

This decision is open to appeal to the Magistrates Court within the period of 21 days beginning on the day upon which the appellant is notified of the decision. This decision does not take effect until the end of the appeal period or, in the event that an appeal has been lodged, until the appeal is dispensed with.

24. SUMMARY OF PROCEDURE

The Chair outlined the summary of procedure.

25. REVIEW OF A PREMISES LICENCE UNDER THE LICENSING ACT 2003

Preliminary Matter

It was raised by Mr Robert Sutherland, lawyer representing the License Holder, that the License Holder would have his son interpret for him and requested all parties take this into consideration when speaking. All parties agreed to pause to allow the License Holder's son time to interpret for his father.

Licensing Officer

The Licensing Officer introduced the application for the review of the Premises Licence for Tilson Stores, 40 Tilson Road London N17 9UY - held by Zeynel Gunduz, which was received by the Licensing Authority on 25th June 2019. The applicant of the review was The Trading Standards RA, who cited the reason for the review was due to the operation of the premises failing to uphold the licensing conditions and licensing objective of (1) The prevention of crime and disorder and (2) The prevention of children from harm. The applicant spoke to ongoing concerns regarding operational failures to comply with ensuring duty paid products are stocked and the fact that illicit tobacco was found on the premises following previous action taken to work with the licence holder

The Trading Standards RA

The Officer representing the Trading Standards RA highlighted their detailed findings of the issues and concerns at the premises at pages 69 to 80. The Trading Standards had found the premises to be dealing in smuggled alcohol and tobacco which had no documentation or invoices to show their origins. The Trading Standards noted that such illicit goods were often smuggled into the country by criminal gangs.

The Committee were invited to revoke the License as the Trading Standards had no confidence the existing License Holder would change their behaviour.

Following a question from the License Holder's legal representative, Trading Standards confirmed there was no suggestion that the illegal items sold at the premises were counterfeit.

Public Health RA

Concerns were raised by Public Health regarding the licensing objectives on crime and disorder, and the protection of children from harm. It was highlighted that:

- the premises had been supplying alcohol at a cheap price, which did not help to prevent antisocial behaviour and street drinking in the area.
- the failure of the premises to maintain a refusal log meant Public Health had a serious concern about the safeguarding of children as it was unknown whether the premises had refused to serve underage children.
- there was a children centre and academy in close proximity to the premises. This meant children could witness anti-social behaviour, which failed the Borough Plan to ensure that every child had the best start in life.

Public Health had no confidence the license holder would uphold the licensing objectives and invited the Committee to revoke the license. If the Committee were not minded to do so, Public Health invited it to impose their suggested conditions at page 101.

Premises

Mr Robert Sutherland, the lawyer representing the premises, started by noting the family who ran the premises wished to apologise to the Committee for this review as a consequence of the premises past failings.

In discussing how the business was to resolve and move forward, Mr Sutherland informed that Mr Zeynel Gunduz would not be involved with the running of the business. It was the intention to remove Mr Gunduz as the licence holder and for this to be transferred to his wife, Mrs Hatice Gunduz. It was also intended that the DPS be transferred to Mr Metin Arda, from Mr Gunduz. Mr Sutherland invited the Committee, if it considered it appropriate, to impose a condition requiring Mr Gunduz not be involved in any licensable activities at the business. With those mitigating actions in place, it was submitted that the Committee could be assured that the licensing objectives would be promoted and that it could have confidence that the licensing terms and conditions would be followed.

Regarding record keeping for training of staff, Mr Sutherland informed the Committee refresher training would be provided and recorded on a 6 monthly basis.

Regarding compliance, Mr Sutherland informed that Mrs Gunduz would ensure that Mr Gunduz did not return to the business. The intention was for Mrs Gunduz to be present at the store daily for 2 to 3 hours. When Mrs Gunduz was not at the business, Mr Arda would be present and ensure Mr Gunduz did not return. Mr Arda was under instructions to notify Mrs Gunduz if Mr Gunduz returned to the premises, and she would instruct Mr Gunduz to leave. Mr Gunduz's son would also be at the business when not undertaking his studies. Mrs Gunduz confirmed to the Committee that Mr Gunduz would not be involved with the business. Mrs Gunduz gave assurances that she would comply with the premises licence and that she, along with Mr Arda, would take responsibility for the business.

Mr Sutherland submitted that, whilst no refusal log was kept, there was no evidence before the Committee to suggest that a child underage had purchased alcohol at the premises.

Following questions to the Applicant, it was noted:

- Regarding the experience of the proposed DPS, Mr Sutherland confirmed Mr Ardah had held a personal license for the previous 6 months and had been involved in the running of the store. Prior to working at the premises, Mr Ardah had worked at a similar establishment for 10 years. Mr Sutherland confirmed that Mr Ardah was present at the premises on 1st April, when Trading Standards visited the premises and found it to be dealing in smuggled goods.
- Regarding Mrs Gunduz experience, Mr Sutherland confirmed that she had worked at another establishment on a part time basis. Mr Sutherland stated she had the required knowledge to take over and would ensure that the conditions on the premises license would be complied with. Mr Gunduz confirmed this for the record.
- Trading Standards confirmed that it would inform a business if it were unsuccessful in tests which checked to see if it was compliant with not selling alcohol to underage persons.
- Mr Sutherland noted that the purpose of including the letter dated 6th March in the supplementary pack was to highlight that the purchase of the stock from 75 Thackeray Avenue, predated 1st April. However, Mr Sutherland confirmed that his client had not completed the purchase of the shop. The stock had been sold to Mr Gunduz in a separate deal to the purchase of the shop, but Mr Sutherland accepted there did not exist a full stock take or complete documentation to support this.
- Mr Sutherland noted there was a condition on the Premises License which required Mr Gunduz to invoice all acquisition of alcohol. However, he claimed Mr Gunduz had not applied his mind to this and misunderstood the condition. As a result, this condition had not been fully complied with.
- Regarding not checking the stock to ensure it was legal, Mr Sutherland noted that Mr Gunduz's defence to the court had been that someone else had checked the stock.
- Trading Standards was unable to confirm whether there was an ongoing court case or whether there would be a new court case against Mr Gunduz.

Closing submissions were provided by:

Trading Standards - It was highlighted by Trading Standards that there had been a number of issues at the premises since 2015, which included selling illegal alcohol and tobacco. Whilst the premises had signed up to the scheme to be a responsible retailer, it had continually failed to comply with those conditions. The continued issues demonstrated a continual failure by the premises to rectify its behaviour.

Premises - Mr Sutherland, representing the premises, stated it was correct that Mr Gunduz had been afforded opportunities in the past but had not availed himself of those opportunities. The proposal was to remove Mr Gunduz from the business

completely. It was proposed that the licence be transferred to his wife, Mrs Hatice Gunduz, and she would ensure that the business would be compliant with the conditions on the premise licence. Mr Gunduz would also be replaced as the DPS by Mr Arda. Mr Sutherland reiterated that, despite Mr Arda working at the premises on 1st April, there had been no suggestion he was involved in any acquisition of illegal items. Mr Arda would be responsible, alongside Mrs Gunduz, in acquiring new items, such as alcohol, from appropriate sources and records would be maintained and kept. If the Committee were not minded to revoke the licence, Mr Sutherland invited the imposition of the conditions suggested, as well as the condition set out by Public Health RA (page 113), if the Committee deemed those appropriate. If the Committee were minded to suspend the license, Mr Sutherland requested this be for as short term as possible.

The Chair thanked all parties for their participation and informed that a decision would be circulated within 5 working days.

DECISION

The Committee carefully considered the application for a review of the premises licence, the representations of Trading Standards, Public Health and the licence holder, the Council's Statement of Licensing Policy and the Licensing Act 2003 s182 guidance.

Having had regard to all of the representations, the Committee decided it necessary for the promotion of the licensing objectives to revoke the premises Licence.

Reasons

The Committee considered that having been convicted of offences relating to non duty paid alcohol and tobacco in 2016, and having agreed to a minor variation to his licence conditions to add specific conditions about the purchasing of alcohol from legitimate sources, obtaining receipts and making those receipts available to the local authority, the licence holder Mr Zeynel Gunduz (ZG) would have been in no doubt in April 2019 that the sale of illicit alcohol was an offence and that such an offence would have put his licence at risk.

The Committee noted that the premises had also been unable to produce invoices for Polish beer found at the premises in September 2018 but no action was taken.

The Committee was unconvinced by the explanation given about the source of the alcohol seized on 1st April 2019 and no documentary evidence was provided that the seized alcohol had been purchased from Dem's shop/Cansu. It also took a dim view of the fact that when first asked ZG was not honest regarding the availability and whereabouts of the receipts for the alcohol, albeit that he was dealing with a personal issue at the time.

Even if on the explanation of the source of the alcohol that was seized on 1st April is as given by ZG, he would have been aware that the alcohol was acquired in breach of his licensing conditions as he had received no proper invoices or receipts.

It is clear from the evidence from the HMRC and Trading standards that the non duty paid alcohol found on the premises on 1st April 2019 represented a total disregard by ZG of the need to promote the licensing objectives. Given the potential risks posed by non duty paid alcohol because of the harm it can cause to others and link with crime and antisocial behaviour, the Committee had to consider the interests of the wider community in coming to its decision.

The failure to keep a refusals register in January 2019 in breach of the licence conditions had undermined the licensing objective of protecting children from harm.

The Committee was satisfied on all of the evidence including ZG's representations that there had been a breakdown in due diligence in respect of sourcing legitimate products to be sold by the business and a general lack of adherence to the licence conditions. The Committee was satisfied that this was as a result of both poor management by ZG the licence holder and DPS, but also poor company practice/policy over a number of years.

The Committee noted that the premises are currently keeping a refusals register, had passed a test purchase on 23rd July 2019 and that staff had undertaken training, but this was no more than would be expected of a responsible licence holder.

The proposal that ZG no longer be involved with the licensable activities at the business and that he be replaced as the licence holder by his wife, Mrs Hatice Gunduz (HG) was considered by the Committee. The Committee was also invited, if it considered it appropriate, to impose a condition requiring ZG to no longer be involved in any licensable activities at the business.

The Committee concluded that given that this was a family business that ZG owned, it was not credible that ZG would be removed from the business completely and ZG himself had given no such assurances. The fact that it was suggested that HG and Mr Martin Arda (MA), the proposed new DPS would have to have a process in place to ensure that ZG was kept away, suggested that ZG would continue to seek to have some involvement in the running of the business and the licensable activities. The sourcing of goods for sale is not in any event something that would require ZG's physical presence at the premises. Furthermore, as this is a family run business and HG is ZG's wife, she was not sufficiently distanced from the poor management of the business to satisfy the Committee that the licensing objectives would be upheld if she was the licence holder.

The Committee did not consider that the assurances given were credible or that it would be able to monitor a condition that ZG not be involved in the running of the business. It therefore concluded that continuing the licence with HG as licence holder and a condition that ZG have no involvement in the licensable activities, would not prevent the licensing objectives from being undermined.

The Committee considered whether to remove ZG as DPS and the proposal to replace him with MA. However, it was noted that MA was an employee of the business who was present at the premises on 1st April 2019 when the alcohol was seized and would have probably known that he was selling non priced, non duty paid alcohol. He was not therefore untainted by transgressions that had led to the review

and as an employee in ZG's business the committee doubted that MA would be able to exercise his duties as DPS autonomously.

The mitigating actions proposed by the licence holder did not therefore assure the Committee that the licensing objectives would be promoted or that the licensing terms and conditions would be adhered to.

In coming to its decision the Committee had careful regard to the fact that criminal activity had taken place at the premises of a type which paragraph 11.27 of the statutory guidance advises should be treated particularly seriously i.e. the sale or storage of smuggled tobacco and alcohol.

The Committee considered suspending the licence as a deterrent to the licence holder and to others to prevent the future use of the premises for criminal activity, whilst recognising that a suspension of the licence could have a serious financial impact on the licence holder's business. However, it concluded that as ZG's previous conviction had not acted as a deterrent to him and ZG had demonstrated on no less than 3 occasions non compliance with the law and his obligations as a licence holder, suspension would not be sufficient to promote the licensing objectives.

The Committee decided that revocation, whilst not being imposed as a punishment, was the only appropriate and proportionate response to the issues giving rise to the need to review the licence, that would promote the licensing objectives.

Appeal Rights

This decision is open to appeal to the Magistrates Court within the period of 21 days beginning on the day upon which the appellant is notified of the decision. This decision does not take effect until the end of the appeal period or, in the event that an appeal has been lodged, until the appeal is dispensed with.

26. ITEMS OF URGENT BUSINESS

N/A.

CHAIR: Councillor Gina Adamou

Signed by Chair

Date

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LICENSING SUB-COMMITTEE HEARINGS PROCEDURE SUMMARY

INTRODUCTION

1. The Chair introduces him/herself and invites other Members, Council officers, Police, Applicant and Objectors to do the same.
2. The Chair invites Members to disclose
 - i) any prior contacts (before the hearing) with the parties or representations received by them; and separately
 - ii) any declarations of interest.
3. The Chair explains the procedure to be followed by reference to this summary which will be distributed in advance.

NON-ATTENDANCE BY PARTY OR PARTIES

4. If one or both of the parties fails to attend, the Chair decides whether to:
 - (i) grant an adjournment to another date, or
 - (ii) proceed in the absence of the non-attending party.
 Normally, an absent party will be given one further opportunity to attend.

TOPIC HEADINGS

5. The Chair suggests the “topic headings” for the hearing. In the case of the majority of applications for variation of hours, or other terms and conditions, the main topic is:

Whether the extensions of hours etc. applied for would conflict with the four licensing objectives i.e.

 - (i) the prevention of crime and disorder,
 - (ii) public safety,
 - (iii) the prevention of public nuisance, and
 - (iv) the protection of children from harm.

6. The Chair invites comments from the parties on any other topic headings to be discussed.

WITNESSES

7. The Chair asks whether there are any requests by a party to call a witness and decides any such request.
8. Only if a witness is to be called, the Chair then asks if there is a request by an opposing party to “cross-examine” the witness. The Chair then decides any such request.

DOCUMENTARY EVIDENCE

9. The Chair asks whether there are any requests by any party to introduce late documentary evidence.
10. If so, the Chair will ask the other party if they object to the admission of the late documents.
11. If the other party do object to the admission of documents which have only been produced by the first party at the hearing, then the documents shall not generally be admitted.

12. If the other party object to documents produced late but before the hearing, the following criteria shall be taken into account when the Chair decides whether or not to admit the late documents:
- (i) What is the reason for the documents being late?
 - (ii) Will the other party be unfairly taken by surprise by the late documents?
 - (iii) Will the party seeking to admit late documents be put at a major disadvantage if admission of the documents is refused?
 - (iv) Is the late evidence really important?
 - (v) Would it be better and fairer to adjourn to a later date?

THE LICENSING OFFICER’S INTRODUCTION

13. The Licensing Officer introduces the report explaining, for example, the existing hours, the hours applied for and the comments of the other Council Services or outside official bodies.
This should be as “neutral” as possible between the parties.
14. The Licensing Officer can be questioned by Members and then by the parties.

THE HEARING

15. This takes the form of a discussion led by the Chair. The Chair can vary the order as appropriate but it should include:
- (i) an introduction by the Objectors’ main representative
 - (ii) an introduction by the Applicant or representative
 - (iii) questions put by Members to the Objectors
 - (iv) questions put by Members to the Applicant
 - (v) questions put by the Objectors to the Applicant
 - (vi) questions put by the Applicant to the Objectors

CLOSING ADRESSES

16. The Chair asks each party how much time is needed for their closing address, if they need to make one.
17. Generally, the Objectors make their closing address before the Applicant who has the right to the final closing address.

THE DECISION

18. Members retire with the Committee Clerk and legal representative to consider their decision including the imposition of conditions.
19. The decision is confirmed in writing within five working days of the hearing.

Report for: Licensing Sub Committee 25th November 2019

Title: Application for a New Premises Licence at Tilson Stores- 40 Tilson Road, London N8

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

Ward(s) affected TH

Report for Key/ Non Key Decision: Not applicable

1. Describe the issue under consideration

- 1.1 An application for a new premises has been submitted by Mr Arda a person previously under the employment of the current licence holder Mr Zeynel Gunduz.
- 1.2 Mr Gunduz was previously before the Licensig Sub Committee in October 2019 in relation to a Review application against him by Trading Standards due to having been found to be stocking and selling illicit tobacco and alcohol as well as non duty paid. Mr Gundaz had prievously been found to have been operating in this way and was prosecuted at the time. This was the second time the Trading Standard officers had found illicit and non duty paid goods within the premises and they also interacted with Mr Arda (the proposed new licence holder) onsite during the visits.
- 1.3 The LSC determined to revoke the licence held by Mr Gunduz and this matter is due to be heard in Court in the new year. However Mr Arda the employee has submitted this new application and Members will need to consider if Mr Arda is suitable to hold a licence on the merits of the case.

- 1.2 The applicant is seeking the following hours:

Supply of Alcohol

Monday to Sunday 0700 to 2300 hours

Hours Open to Public:

Monday to Sunday 0700 to 2300 hours

For consumption **OFF** the premises

- 1.4 Representations have been received against this application by Trading Standards and Public Health as Responsible Authorities.
- 1.4 As such, in accordance with the legislation the Licensing Authority must hold a hearing to consider the application and any relevant representations.

1.5 Representations

The Trading Standards representation can be found at Appendix 2.
The Public Health Representation – can be found at App 3

2 Background

- 2.1 The premises was granted a licence on 11th November 2010, Mr Gunduz transferred the licence in October 2013 and also became the DPS. Haringey Trading Standards officers supported by colleagues from Islington had visited Tilson Stores at 40 Tilson Road N17 on 25th November 2015 with Sniffer Dogs as part of Operation Henry 2 a National operation to crack down on the supply of illicit tobacco and alcohol.

Officers assisted by the dogs discovered 5,000 foreign cigarettes and fifty 50g pouches of hand rolling tobacco which were not Duty Paid and had incorrect foreign language health warnings on them. The tobacco was found underneath the counter with further stocks discovered in a room at the back of the premises.

A further search revealed 9 bottles of High Commissioner Whisky which officers discovered had fake rear labels with fake UK Duty Stamps applied to them giving the impression that the products were legal to sell in the UK when they were not.

Zeynel Gunduz pleaded guilty to three offences at Tottenham Magistrates Court, two under the Consumer Protection Act 1987 for which he was fined £1,500 each and one under the Consumer Protection From Unfair Trading Regulations 2008 for which he was fined £3,000. He was also asked to pay the councils full costs of £894.80 and £120 Victim Surcharge.

Mr Gunduz was ordered on 8th June 2016 to pay £6,000 and ordered to pay costs of £890 by Haringey Magistrates for stocking illicit tobacco and alcohol at his Tottenham Off Licence in a case brought by Haringey Trading Standards.

Mr Gunduz the Director and Premises Licence Holder told the Court that he accepted the responsibility as the owner of the shop for what had gone on there. He stated that an employee bought the alcohol from a local cash and carry but had not checked the stock properly.

- 2.2 The Trading Standards RA then asked Mr Gunduz to submit a Minor Variation application in order for changes to be made to the Premises Licence
- 2.3 In April 2019 a further inspection at the premises found the above operational practices to have continued unhindered by the prosecution or changes made to the licence under the Minor Variation. At the time of the inspection Mr Arda was in situ and had put himself forward as the manager of the premises in Mr Gunduz' absence.
- 2.4 During the consultation process The Licensing Authority made enquiries with Mr Arda to request proof of purchase of the business from Mr Gunduz. The documents provided are shown at Appendix 4 but cannot be taken as proof that there is intended to be no involvement with the business by the current licence holder Mr Gunduz.
- 2.5 Council officers are satisfied that the application has been made and advertised correctly.

3 Relevant Representations

- 3.1 All representations have to meet a basic legal and administrative requirements. If they fail to do so they cannot be accepted. When rejected the person or body sending the representation must be written and an explanation for rejection given in writing.

- 3.2 A responsible authority or other person can make a representation. There are two tests for other persons and only one for a responsible authority. The two tests are contained in Section 18 of the Act.
- 3.3 All representations must be “about the likely effect of the grant of the premises licence on the promotion of the licensing objectives” Likely means something that will probably happen, i.e on balance more likely than not.
- 3.4 Representations from responsible authorities do not have to meet the second test of not being vexatious and frivolous. Other persons have to meet this test.
- 4 All the responsible authorities have been consulted about this application. They are as follows:
- The Licensing Authority
 - The Metropolitan Police
 - The London Fire and Emergency Planning Authority
 - Planning
 - Health and Safety (includes Building Control)
 - Noise Environmental Health
 - Food Environmental Health
 - Trading Standards
 - Child protection
 - Public Health.

6 Licensing Officer comments

- 6.1 The following information is intended to advise Members of the relevant aspects of the Statement of Licensing Policy, guidance issued by the Secretary of State, legislation and good practice. Members may depart from the Councils Policy and or Section 182 Guidance provided they consider it appropriate to do so and provide clear reasons for their decision.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.

- 6.6 In cases Members should make their decisions on the civil burden of proof, that is the balance of probability.
- 6.7 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.
- 6.9 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.

7 Options:

- 7.1 The Authority must, having regard to the application and the representations, take such steps (if any), as it considers appropriate for the promotion of the licensing objectives. The steps are:

In determining this application the Sub-Committee may take any of the following steps as it considers appropriate for the promotion of the licensing objectives, namely:

- To grant the licence subject to such conditions as are consistent with the operating schedule accompanying the application, modified to such extent as the authority considers appropriate for the promotion of the licensing objectives.
- To exclude from the scope of the licence any of the licensable activities to which the application relates.
- To refuse to specify a person in the licence as the premises supervisor.
- To reject the application.

For the purposes of the Licensing Act 2003 the conditions of the licence are modified if any of them are altered or omitted or a new condition added.

- 8 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.

9. 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".

9.1 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

10 Use of Appendices

Appendix 1 – Application document

Appendix 2 – Representations from Trading Standards

Appendix 3 – Representation from Public Health

Appendix 4 – Documents supporting Mr Ardas case.

Background papers: Section 82 Guidance

Haringey Statement of Licensing policy

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Appendix 1 – Application document

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Haringey
Application for a premises licence
Licensing Act 2003

HARINGEY COUNCIL
LICENSING
RECEIVED

16 OCT 2019

NK/448602

For help contact
licensing@haringey.gov.uk
Telephone: 020 8489 8232

* required information

Section 1 of 21

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

System reference

Not Currently In Use

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

Your reference

NPL/N179UY

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

Mahir

* Family name

Arda

* E-mail

[Empty text box]

Main telephone number

[Empty text box]

Include country code.

Other telephone number

[Empty text box]

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

Is the applicant:

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

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

Continued from previous page...

Address

* Building number or name

* Street

District

* City or town

County or administrative area

* Postcode

* Country

Agent Details

* First name

* Family name

* E-mail

Main telephone number

Other telephone number

Include country code.

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

Are you:

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

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

Agent Business

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

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

Registration number

Business name

VAT number

Legal status

Your position in the business

Home country

If your business is registered, use its registered name.

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

The country where the headquarters of your business is located.

Continued from previous page...

Agent Registered Address

Address registered with Companies House.

Building number or name	453
Street	WEST GREEN ROAD
District	
City or town	London
County or administrative area	
Postcode	N15 3PW
Country	United Kingdom

Section 2 of 21**PREMISES DETAILS**

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

Premises Address

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

- Address OS map reference Description

Postal Address Of Premises

Building number or name	Arda Store
Street	40 Tilson Road
District	Tottenham
City or town	London
County or administrative area	
Postcode	N17 9UY
Country	United Kingdom

Further Details

Telephone number	
Non-domestic rateable value of premises (£)	3,200

Section 3 of 21**APPLICATION DETAILS**

In what capacity are you applying for the premises licence?

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

Confirm The Following

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

Section 4 of 21**INDIVIDUAL APPLICANT DETAILS****Applicant Name**

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

- Yes No

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

First name

Mahir

Family name

Arda

Is the applicant 18 years of age or older?

- Yes No

Continued from previous page...

Current Residential Address

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

Yes No

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

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

Applicant Contact Details

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

Yes No

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

E-mail

Telephone number

Other telephone number

* Date of birth / /

* Nationality

Right to work share code

Documents that demonstrate entitlement to work in the UK
Right to work share code if not submitting scanned documents

Add another applicant

Section 5 of 21

OPERATING SCHEDULE

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

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

Provide a general description of the premises

Continued from previous page...

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

This premises is going to be a grocery & off-licence. We have also obtained a statement from Mr Arda who is taking over the business, advising us that the previous Licensee Zeynel Gunduz will not be working at this premises and he's happy to have this included in the conditions applied to this licence. As advised by Bartletts Solicitors, the lease agreement is in preparation to be signed and a sent to us, a copy of which will be forwarded to Haringey Council.

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

Section 6 of 21**PROVISION OF PLAYS**

See guidance on regulated entertainment

Will you be providing plays?

- Yes No

Section 7 of 21**PROVISION OF FILMS**

See guidance on regulated entertainment

Will you be providing films?

- Yes No

Section 8 of 21**PROVISION OF INDOOR SPORTING EVENTS**

See guidance on regulated entertainment

Will you be providing indoor sporting events?

- Yes No

Section 9 of 21**PROVISION OF BOXING OR WRESTLING ENTERTAINMENTS**

See guidance on regulated entertainment

Will you be providing boxing or wrestling entertainments?

- Yes No

Section 10 of 21**PROVISION OF LIVE MUSIC**

See guidance on regulated entertainment

Will you be providing live music?

- Yes No

Section 11 of 21**PROVISION OF RECORDED MUSIC**

See guidance on regulated entertainment

Continued from previous page...

Will you be providing recorded music?

- Yes No

Section 12 of 21

PROVISION OF PERFORMANCES OF DANCE

See guidance on regulated entertainment

Will you be providing performances of dance?

- Yes No

Section 13 of 21

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

See guidance on regulated entertainment

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

- Yes No

Section 14 of 21

LATE NIGHT REFRESHMENT

Will you be providing late night refreshment?

- Yes No

Section 15 of 21

SUPPLY OF ALCOHOL

Will you be selling or supplying alcohol?

- Yes No

Standard Days And Timings

MONDAY

Start

End

Start

End

TUESDAY

Start

End

Start

End

WEDNESDAY

Start

End

Start

End

THURSDAY

Start

End

Start

End

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

Continued from previous page...

FRIDAY

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

SATURDAY

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

SUNDAY

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

Will the sale of alcohol be for consumption:

- On the premises
 Off the premises
 Both

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

State any seasonal variations

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

N/A

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

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

N/A

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

Name

First name

Family name

Date of birth / /
 dd mm yyyy

Continued from previous page...

Enter the contact's address

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

Personal Licence number (if known)

Issuing licensing authority (if known)

PROPOSED DESIGNATED PREMISES SUPERVISOR CONSENT

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

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

Reference number for consent form (if known)

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

Section 16 of 21

ADULT ENTERTAINMENT

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

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

N/A.

Section 17 of 21

HOURS PREMISES ARE OPEN TO THE PUBLIC

Standard Days And Timings

MONDAY

Start

End

Start

End

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

Continued from previous page...

TUESDAY

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

WEDNESDAY

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

THURSDAY

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

FRIDAY

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

SATURDAY

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

SUNDAY

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

State any seasonal variations

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

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)

Continued from previous page...

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

The Licensee, that is the person in whose name the premises licence is issued, shall ensure that all times when the premises are for any licensable activity, there are sufficient competent staff on duty at the premises for the purpose of fulfilling the terms and conditions of the licence and for preventing crime and disorder. The Licensee shall ensure that all staff will undertake training in their responsibilities in relation to the sale of alcohol, particularly with regard to drunkenness and underage persons. Records will be kept of training and refresher training.

b) The prevention of crime and disorder

Any incidents of a criminal nature that may occur on the premises will be reported to the Police. The Licensee will install comprehensive CCTV coverage at the premises and it is operated and maintained at the premises.

The CCTV system shall conform to the following points:

1. Cameras must be sited to observe the entrance and exit doors both inside and outside.
2. Cameras on the entrances must capture full frame shots of the heads and shoulders of all people entering the premises i.e. capable of identification.
3. Cameras viewing till areas must capture frames not less than 50% of screen.
4. Cameras overlooking floor areas should be wide angled to give an overview of the premises.
5. Be capable of visually confirming the nature of the crime committed.
6. Provide a linked record of the date, time and place of any image.
7. Provide good quality images –colour during opening times.
8. Operate under existing light levels within and outside the premises.
9. Have the recording device located in a secure area or locked cabinet.
10. Have a monitor to review images and recorded picture quality.
11. Be regularly maintained to ensure continuous quality of image capture retention.
12. Have signage displayed in the customer area to advise that CCTV is in operation.
13. Digital images must be kept for 31 days.
14. Police will have access to images at any reasonable time.
15. The equipment must have a suitable export method, e.g. CD/DVD writer so that the police can make an evidential copy of the data they require. This data should be in the native file format, to ensure that no image quality is lost when making the copy, if this format is non-standard (i.e. manufacturer proprietary) then the manufacturer should supply the replay software to ensure that the video on the CD can be replayed by the police on a standard computer. Copies must be made available to Police on request.

c) Public safety

Appropriate fire safety procedures are in place including fire extinguishers, internally illuminated fire exit signs, numerous smoke detectors and emergency lighting (see enclosed plan for details of locations). All appliances are inspected annually. All emergency exits shall be kept free from obstruction at all times.

d) The prevention of public nuisance

All customers will be asked to leave quietly.

Clear and legible notices will be prominently displayed to remind customers to leave quietly and have regard to our neighbours.

e) The protection of children from harm

The licensee and staff will ask persons who appear to be under the age of 25 for photographic ID such as proof of age cards, the Connexions Card and Citizen Card, photographic driving licence or passport, an official identity card issued by HM Forces or by an EU country, bearing the photograph and date of birth of bearer.

All staff will be trained for UNDERAGE SALES PREVENTION regularly.

A register of refused sales shall be kept and maintained on the premises.

Continued from previous page...

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.

Section 20 of 21**NOTES ON REGULATED ENTERTAINMENT**

Continued from previous page...

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

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

Continued from previous page...

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

Section 21 of 21**PAYMENT DETAILS**

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

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

To find out a premises non domestic rateable value go to the Valuation Office Agency site at 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 (£)

100.00

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

BESIM HAJDINI

* Capacity

AGENT FOR THE APPLICANT

* Date

15	/	10	/	2019
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

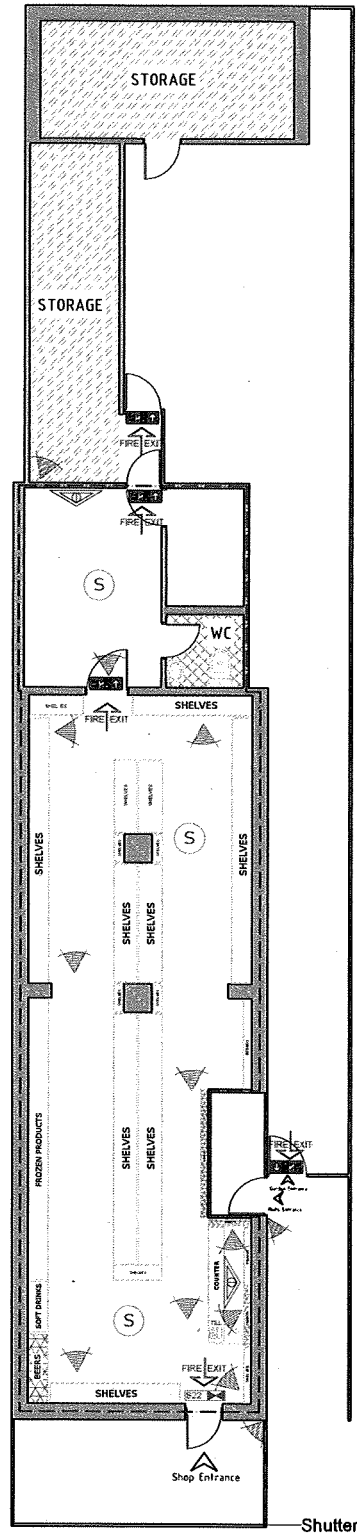
IT IS AN OFFENCE UNDER SECTION 24B OF THE IMMIGRATION ACT 1971 FOR A PERSON TO WORK WHEN THEY KNOW, OR HAVE REASONABLE CAUSE TO BELIEVE, THAT THEY ARE DISQUALIFIED FROM DOING SO BY REASON OF THEIR IMMIGRATION STATUS. THOSE WHO EMPLOY AN ADULT WITHOUT LEAVE OR WHO IS SUBJECT TO CONDITIONS AS TO EMPLOYMENT 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	NPL/N179UY
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	<input type="checkbox"/>

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

Notes
 1- This drawing is not for construction
 2- All dimensions are to be checked on site and the architect is to be informed of any discrepancies before construction commences
 3- All references to drawings refer to current revision of that drawing
 4- The drawings are ADA GROUP property and should not be copied, reproduced or disclosed without written permission.



GROUND FLOOR PLAN

DRAWING SYMBOL KEYS

- AMBIT OF PREMISES
- SPIRITS
- WINES
- BEERS
- STORAGE AREA
- WC AREA
- SMOKE DETECTOR
- FIRE EXTINGUISHER
- CCTV
- INTERNALLY ILLUMINATED FIRE ESCAPE SIGN
- FIRE ESCAPE SIGN ON THE DOOR

ADDRESS 40 Tilson Rd, London, N17 9UY

Rev V1

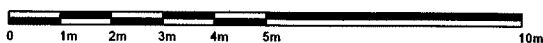
SHEET 1/1

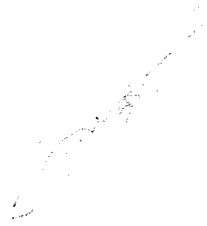
Date 04/09/2019

Reference TL-04-09-GR

Name Ground Floor Plan

ADA Group
 453 West Green Rd.
 London N15 3PW
 Info@adagroup.org.uk
 0207 193 8393





Appendix 2 – Representations from Trading Standards

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Memorandum

Date: 29th October 2019

Ref: WK/000448602

From: Trading Standards

To: Licensing

APPLICATION FOR A NEW PREMISES LICENCE – ARDA STORE, 40 TILSON ROAD, TOTTENHAM, LONDON, N17 9UY

The following are the representations of the Trading Standards Service in respect of this application.

The Service is concerned that the applicant Mahir ARDA has a pre-existing association with the premises and we are therefore concerned about his commitment to uphold the Licensing objectives. We are also concerned that this application may be an attempt to subvert a previous decision of the Licensing Committee to revoke the Premises Licence.

It is believed Mahir ARDA was present working as an employee of the business on the date of the previous seizure of alcohol from the premises on 1st April 2019 by Trading Standards and HMRC which was the incident which initiated the Licence Review. During this visit breaches of Licence Conditions were found at the premises.

Records show that Mr ARDA has also been present at the premises during previous regulatory visits indicating a strong association with the premises and we are concerned he may be subject to continued direction by the current Premises Licence Holder moving forward.

The representatives of the applicant have confirmed Mr ARDA is an employee of the business. We are aware that there is an unsigned draft agreement in existence for Mr ARDA to take over an assignment of the tenancy agreement, however, we are concerned that Mr Gunduz remains the tenant of the landlord of the premises and could still influence the applicant or regain control of the business.

For these reasons this Service would object to this application proceeding until the result of the appeal by the current Premises Licence holder is determined.

Should the Committee be minded to allow the application to proceed Trading Standards would require consideration by the Committee that the following Conditions be added to the Licence as we remain concerned about the operation of the premises.

Prevention of Children From Harm

1. The business shall adopt a "Challenge 25" policy.
2. A refusals register shall be maintained to record instances where alcohol sales are refused. These records shall be made available for inspection by Police and Authorised Council officers on request.
3. All staff responsible for selling alcohol shall receive regular training in the requirements of the Licensing Act 2003 and all other age restricted products

stocked on the premises. 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.

4. 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.
5. Only Employees of the business who have been formally trained on Licensing requirements and age restricted sales may serve behind the counter.
6. 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.

7. 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.

Prevention Of Crime and Disorder

8. The Premises Licence Holder and Designated Premises Licence Holder shall ensure alcohol is only purchased from a wholesaler registered with HMRC under the Alcohol Wholesaler Registration Scheme (AWRS).and shall produce receipts for the same upon request for inspection.
9. The Premises Licence Holder and Designated Premises Supervisor shall ensure persons responsible for purchasing alcohol do not take part in any stock swaps or lend or borrow any alcohol goods from any other source unless the source is another venue owned and operated by the same company who also purchase their stock from an authorised wholesaler.
- 10.The Premises Licence Holder shall ensure all receipts for alcohol goods purchased include the following details:
 - I. Seller’s name and address
 - II. Seller’s company details, if applicable
 - III. Seller’s VAT details, if applicable
 - IV. AWRS registration number
 - V. Vehicle registration detail, if applicable

11. Legible copies of receipts for alcohol purchases shall be retained on the premises for /twelve months and made available to Authorised Officers on request.
12. An ultra violet light shall be purchased and used at the store to check the authenticity of all stock purchased which bears a UK Duty Paid stamp.
13. Where the trader becomes aware that any alcohol may be not duty paid they shall inform the Council of this immediately.
14. Only alcohol which is available for retail sale shall be stored at the licensed premises.
15. All 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 store room or behind the sales counter.
16. Tobacco shall only be taken from the covered tobacco display cabinet behind the sales counter in order to make a sale.
17. Only tobacco which is available for retail sale can be stored at the licensed premises.
18. 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.

CCTV

References to CCTV shall include a requirement to provide recordings on request to Authorised Council Officers in addition to police.

Mike Squire
Trading Standards

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Appendix 3 – Representation from Public Health

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Responsible Authority:	Haringey Public Health, London Borough of Haringey
Date:	13/11/2019
Name:	Maria Ahmad, Public Health Officer – Health Improvement Marlene D’Aguilar, Health in All Policies Officer
Contact:	Maria.Ahmad@Haringey.gov.uk Marlene.DAguilar@haringey.gov.uk

Public Health representation relation to: ARDA STORE, 40 TILSON ROAD, TOTTENHAM, LONDON, N17 9UY

Supply of Alcohol

Monday to Sunday 0700 to 2300 hours

For consumption OFF the premises

Opening Hours

Monday to Sunday 0700 to 2300 hours

I as a representative of the Director of Public Health act as the responsible authority under the Licensing Act 2003 and would like to make a representation regarding the application for a new premises license at: ARDA STORE, 40 TILSON ROAD, TOTTENHAM, LONDON, N17 9UY

The representation is made under the following licensing objectives:

- **Crime and Disorder**
- **Protecting Children from Harm**

Haringey: Alcohol and Health

Tackling alcohol misuse is key to achieving the outcomes in Haringey’s Health and Wellbeing Strategy: giving every child the best start in life, reducing the gap in life expectancy between the east and west of the borough and improving mental health and wellbeing. Part of achieving these involves community safety efforts to tackle alcohol crime and anti-social behaviour and ensuring health considerations are taken into account in any licensing decisions. We want to create a culture that prevents problem drinking from starting and provides help for people early on should they be struggling.

Haringey experiences some of the greatest levels of alcohol-related problems in London and the harm due to alcohol is a growing concern. In the five-year period of 2009/10 – 2014/15, alcohol related hospital admissions increased by 38% with the local cost of these admissions now estimated to be £7.5 million annually. During the same time period, the directly standardised rate of admissions per Haringey person also increased for both men and women, 31% and 26% respectively. Across the borough, there are currently over 800 licensed premises for the sale and supply of alcohol and this figure continues to rise, with some areas of high-level clustering. Evidence shows that an increased number of alcohol outlets results in significant increases in alcohol consumption and alcohol-related harm (including injury, violence and medical harm).

Antisocial behaviour associated with street drinking has been recognised as a concern in Haringey. Problems identified include; litter, noise, urination and intimidation all of which have a detrimental impact to the quality of life for residents.

Though many factors are known to contribute to the above, the licensing committee has direct influence over two: density of licensed premises and trading hours.

Local Context of the Premises

The premises is located within a busy residential area. There is a children's centre and one primary school located within 500 meters of the premises (SafeStats, 2016). There are already 2 off licences located within 250 meters of the premises.

Crime and disorder:

In Tottenham Hale there were 253 crimes per 1,000 residents between February 2017 and January 2019. This was higher than both the Haringey and London levels (224 per 1,000 residents and 187 per 1,000 residents respectively), and is the fourth highest rate of all Haringey wards. The rate of crime in Haringey is more than 19% above the London rate (Tottenham Hale Ward Profile, 2019).

The LSOA (small geographical area) in which the premise is located saw 6 alcohol related ambulance callouts in 2017/18. On Tilson Road there were 31 crimes in the past year (June 18 to May 2019), of which 12 (39%) were violent or sexual offences and 3 (10%) were anti-social behaviour (Police.UK).

This premises is located in the east of the borough where the impact of the sale of high strength beers lagers and ciders is having an adverse effect. The increase in street drinking and anti-social behaviour as a result of the increase and easy availability of these high strength cheap alcohol is being seen within the wards in the east of the borough. Supplying alcohol at cheap prices does not help to prevent anti-social behaviour and undermines the public health message.

Protecting Children from Harm

Due to the premises situated within a busy residential area and two schools located nearby including a children's centre and primary school (4 min walk away). Hartington park is located 0.2 miles from the premises with a playground and multi-use games area to the south of the park, which is popular among school children.

Recommendation:

After reviewing the application, we believe that due consideration had not been given to the licensing objectives of crime and disorder and public safety and that there is sufficient reason for an inclusion of additional conditions.

If this licence is to be granted, Public Health recommends that the following conditions are to be attached, along with the conditions submitted by the applicant, in order to minimise any potential harm to our residents:

Furthermore, please note that the stipulated conditions might (as well) be replicated in the applicants' form, still Public Health wants to ensure that the correct wording is in place.

Prevention of crime and disorder

- Alcohol to be covered when it is not on sale – the retailer should have lockable roller shutter fridges or stand alone fridges that are lockable. “Outside of the hours authorised for the sale of alcohol, all alcohol within the trading area is to be secured behind locked grills/screens or secured behind locked cabinet doors to the satisfaction of the Police or Licensing Authority”
- Spirits are best kept behind the staff at the counter and therefore must be handed over to the customer and allows for there to be more interaction with the seller and the customer.
- The premises shall display prominent signage indicating that it is an offence to sell alcohol to anyone who is drunk.
- There shall be no self-service of spirits on the premises.
- The licensee should join the responsible retailers scheme.
- High strength alcohol sale restriction: no spirits shall be sold with an ABV (alcohol by volume) greater than 65%, no super-strength beer, lagers or ciders of 6.5% ABV or above shall be sold at the premises.
- No irresponsible sales / promotion of super-strength alcohol (above 6.5% ABV) and single cans (i.e. buy one get one free) OR there shall be no promotional sales of alcohol at the premises where alcohol is sold at a price lower than that at which the same or similar alcoholic drinks are sold, or usually sold, on the premises
- Any CCTV footage shall be made available to Police or an officer from the local authority as soon as practicable, but in any event within three (3) days upon request, providing the request is within data protection regulations.
- A CCTV system shall be installed and be recording at all times licensable activities are taking place.
- The CCTV shall cover at least the entry/exit of the licensable area. The system shall record for a minimum of thirty (30) days on a system with adequate storage for this purpose.
- All staff involved in the sale or supply of alcohol shall be trained in the law about the sale of alcohol. This includes conditions on the premise licence, operation of the CCTV system, recognising signs of drunkenness upon delivery, how to refuse service and the premises duty of care. Training shall be regularly refreshed and at no greater than 6 monthly intervals and shall be logged. Training records shall be made available for inspection upon request by a police officer or an authorised officer of the Council.

Protection of children from harm

- Age-restricted products training shall cover the following steps: the assessment of age; how and when to challenge for proof of age; acceptable proof of age and how to check it; and recording refusals.
- The licensee shall adopt the ‘Challenge 25 policy’ and promote it on their premises through the prominent display of posters.
- A refusals log must be kept and made immediately available on request to the police or an authorised council officer. The refusal log shall record any actions that appear to be needed to protect young people from harm. The log must record all refused sales of alcohol and include the following:
 - a) the identity of the person who refused the sale;
 - b) the date and time of the refusal;
 - c) the alcohol requested and reason for refusal.

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Appendix 4 – Documents supporting Mr Ardas case.

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Dated

LICENCE TO ASSIGN

Between

MOHAMMED HASEEB SHEIKH (Landlord) (1)

and

ZEYNEL GUNDUZ (Tenant) (2)

and

MAHIR ARDA (Assignee) (3)

LICENCE TO ASSIGN

& AUTHORISED GUARANTEE AGREEMENT

Relating to premises known as

**40 Tilson Road
London
N17 9UY**

(New tenancy / no change of use)

Model
Commercial
Lease

CONTENTS

Clause		Page
1.	Definitions	1
2.	Interpretation	2
3.	Licence to assign	3
4.	Assignee's obligations	3
5.	Tenant's obligations	3
6.	Termination of this Licence	4
7.	Agreements	4
8.	Notices	4
9.	Jurisdiction	4
10.	Legal effect	5
	Schedule 1	6
	Guarantee	6

LICENCE TO ASSIGN & AUTHORISED GUARANTEE AGREEMENT

DATED

PARTIES

1. **MR MOHAMMED HASEEB SHEIKH** of **28 Salisbury Road, London E10 5RG** (the **Landlord**) and
2. **MR ZEYNEL GUNDUZ** of **16 Aldriche Way, London, E4 9LZ** (the **“Tenant”**); and
3. **MR MAHIR ARDA** of **84 Westfield lane, Mansfield, Nottinghamshire, NG19 6AQ** (the **“Assignee”**).

BACKGROUND

- (A) This Licence relates to the Premises and is supplemental to the Lease.
- (B) The Landlord remains the landlord under the Lease and the Tenant remains the tenant under the Lease.
- (C) The Landlord has agreed to permit the Assignment subject to the terms contained in this Licence.

IT IS AGREED AS FOLLOWS

1. **DEFINITIONS**

1.1 This Licence uses the following definitions:

“1986 Act”

the Insolvency Act 1986;

“1995 Act”

the Landlord and Tenant (Covenants) Act 1995;

“Assignment”

the assignment permitted under **clause 3**;

“Assignment Date”

the date of the transfer of the Lease to the Assignee;

“Business Day”

a day (other than a Saturday, Sunday or public holiday) on which banks are usually open for business in England and Wales;

“Guaranteed Party”

the person whose obligations are guaranteed by a Guarantor;

“Guarantor”

any person who gives a guarantee to the Landlord under this Licence;

“Lease”

a lease dated 13.10.2010 between (1) the Landlord and (2) the Tenant and any document supplemental to it;

“Liability Period”

the period starting on the Assignment Date and ending on the date that the Assignee is released from the Tenant’s Obligations under the 1995 Act;

“Premises”

the property let by the Lease known as 40 Tilson Road, London, N17 9UY;

“Rents”

the rents reserved by the Lease;

“Tenant’s Obligations”

the tenant’s obligations in the Lease;

“Term”

the term of the Lease including where applicable any continuation of that period under the Landlord and Tenant Act 1954

2. INTERPRETATION

2.1 All headings in this Licence are for ease of reference only and will not affect its construction or interpretation.

2.2 In this Licence, “includes”, “including” and similar words are used without limitation or qualification to the subject matter of the relevant provision.

2.3 In this Licence:

2.3.1 “notice” means any notice, notification or request given or made under it; and

2.3.2 a notice must be given or made in writing.

2.4 References in this Licence to:

2.4.1 the parties include references to their respective successors in title;

2.4.2 an Act are to that Act as amended from time to time and to any Act that replaces it;

2.4.3 the singular include the plural and vice versa, and one gender includes any other;

2.4.4 clauses and Schedules are to the clauses of and Schedules to this Licence and references to paragraphs are to the paragraphs of the Schedule in which the references are made;

2.4.5 the Landlord having a right of approval or consent mean a prior written approval or consent, which will not be unreasonably withheld or delayed except where this Licence states that the Landlord has absolute discretion; and

2.4.6 any sums being payable on demand or when demanded mean being payable when demanded in writing.

2.5 Obligations in this Licence:

- 2.5.1 owed by or to more than one person are owed by or to them jointly and severally;
- 2.5.2 to do something include an obligation not to waive any obligation of another person to do it; and
- 2.5.3 not to do something include an obligation not to permit or allow another person to do it.

2.6 Where the Tenant is obliged to pay any costs that the Landlord incurs (or any proportion of them) under this Licence, those costs must be reasonable and proper and reasonably and properly incurred.

2.7 If any provision or part of any provision of this Licence is held to be illegal, invalid or unenforceable, that provision or part will apply with such modification as may be necessary to make it legal, valid and enforceable. If modification is not possible, that provision or part will be deemed to be deleted. The legality, validity or enforceability of the remainder of this Licence will not be affected.

3. LICENCE TO ASSIGN

3.1 The Landlord permits the Tenant to assign the Lease to the Assignee on the terms of this Licence.

4. ASSIGNEE'S OBLIGATIONS

4.1 The Assignee must:

- 4.1.1 comply with all of the Tenant's Obligations throughout the Liability Period; and
- 4.1.2 not occupy the Premises before the Assignment Date.

WHERE THE LEASE IS REGISTERED AT HM LAND REGISTRY

4.2 The Assignee must:

- 4.2.1 procure the registration of the Assignment by HM Land Registry as soon as reasonably practicable after the Assignment Date; and
- 4.2.2 within one month of completion of the registration of the Assignment, produce to the Landlord's solicitors an official copy of the register of title showing the Assignee as the registered proprietor of the Lease.

5. TENANT'S OBLIGATIONS

5.1 The Tenant must:

- 5.1.1 pay on completion of this Licence all costs and expenses, and any value added tax on them that cannot otherwise be recovered, incurred by the Landlord in connection with this Licence;
- 5.1.2 not seek to enforce any of the landlord's obligations under the Lease nor exercise any of the tenant's rights under the Lease on or after the Assignment Date;
- 5.1.3 within seven days from the Assignment Date, give notice to the Landlord of the name and address of the party to whom future rent demands should be sent; and
- 5.1.4 within one month from the Assignment Date (or such other period as may be specified in the Lease), produce to the Landlord's solicitors a certified copy of the deed effecting the Assignment and pay any registration fee required by the Lease.

5.2 The Tenant, as primary obligor, guarantees to the Landlord that, starting on the Assignment Date, the Assignee will comply with the Tenant's Obligations throughout the Liability Period. If the Assignee defaults, the Tenant will itself comply with those obligations and will indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by that default. This guarantee:

5.2.1 incorporates the provisions of **Schedule 1**; and

5.2.2 is an authorised guarantee agreement for the purposes of section 16 of the 1995 Act.

6. **TERMINATION OF THIS LICENCE**

6.1 The Landlord may terminate this Licence by written notice to the Tenant if the Assignment Date has not occurred within the period of three months starting on the date of this Licence.

6.2 Any termination of this Licence under **clause 6.1** will be:

6.2.1 without prejudice to any rights or remedies of any party to this Licence in respect of or arising from any previous breach by any other party to this Licence; and

6.2.2 without liability on the part of the Landlord to refund any moneys paid in connection with this Licence.

7. **AGREEMENTS**

7.1 Nothing in this Licence will:

7.1.1 be deemed to authorise any action other than expressly authorised in **clause 3**;

7.1.2 release or reduce any liability to the Landlord of the Tenant or any guarantor or other party to the Lease; or

7.1.3 waive or be deemed to waive any breach of the Tenant's Obligations that may have occurred before the date of this Licence.

7.2 All sums payable by the Tenant under this Licence will be recoverable as rent in arrear in accordance with the Lease.

7.3 Where any sums become payable under the Lease after the Assignment Date that relate in whole or in part to the period before the Assignment Date, the Assignee will be liable for the whole of the sums payable.

7.4 Nothing in this Licence creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

8. **NOTICES**

8.1 Any notices to be served under this Licence will be validly served if served in accordance with the notice provisions in the Lease.

9. **JURISDICTION**

9.1 This Licence and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

9.2 Subject to **clause 9.3**, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Licence, including in relation to any non-contractual obligations.

9.3 Any party may seek to enforce an order of the courts of England and Wales arising out of or in connection with this Licence, including in relation to any non-contractual obligations, in any court of competent jurisdiction.

10. **LEGAL EFFECT**

10.1 This Licence takes effect and binds the parties with effect from the date set out at the beginning of this Licence.

SCHEDULE 1

Guarantee

1. Guarantor's obligations

- 1.1 The Guarantor, as primary obligor, guarantees to the Landlord that it will indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Guaranteed Party proposing or entering into any company voluntary arrangement, scheme of arrangement or other scheme having or purporting to have the effect of impairing, compromising or releasing any or all of the obligations of the Guarantor in this Licence.
- 1.2 If the Landlord in its absolute discretion notifies the Guarantor within three months after the date of any disclaimer of the Lease, the Guarantor must, within ten Business Days, at the Landlord's option either:
- 1.2.1 at the Guarantor's own cost (including payment of the Landlord's costs) accept the grant of a lease of the Premises:
 - 1.2.2 for a term starting and taking effect on the date of the disclaimer of the Lease;
 - 1.2.3 ending on the date when the Lease would have ended if the disclaimer had not happened;
 - 1.2.4 at the same rent and other sums payable;
 - 1.2.5 containing a rent review date on the term commencement date of the new lease if there is a rent review under the Lease that falls before that term commencement date that has not been concluded (but with the rent being reviewed as at the date of the uncompleted rent review);
 - 1.2.6 containing rent review dates on each rent review date under the Lease that falls on or after the term commencement date of the new lease; and
 - 1.2.7 otherwise on the same obligations and conditions in the Lease; or
 - 1.2.8 pay the Landlord any arrears of the Rents, outgoings and any other sums payable under the Lease plus the amount equivalent to the total of those sums due that would have been payable for the period of 6 months following the disclaimer had there been no such disclaimer.
- 1.3 Where the guarantee has been given by the Assignee's Guarantor, references in **paragraph 1.2** to the disclaimer of the Lease will include references to the forfeiture of the Lease and the Assignee being struck off the register of companies.
- 1.4 If **paragraph 1.2.8** applies then, on receipt of the payment in full, the Landlord must release the Guarantor from its future obligations under its guarantee (but that will not affect the Landlord's rights in relation to any prior breaches).
- 1.5 The Guarantor's liability will not be reduced or discharged by:
- 1.5.1 any failure for any reason to enforce in full or any delay in enforcement of, any right against, or any concession allowed to the Guaranteed Party or any third party;
 - 1.5.2 any variation of the Lease (except that a surrender of part will end the Guarantor's future liability in respect of the surrendered part);
 - 1.5.3 any right to set-off or counterclaim that the Guaranteed Party or the Guarantor may have;

- 1.5.4 any death, incapacity, disability or change in the constitution or status of any party to this Licence or of any other person who is liable for the performance of the Tenant's Obligations;
 - 1.5.5 any amalgamation or merger by any party with any other person, any restructuring or the acquisition of the whole or any part of the assets or undertaking of any party by any other person;
 - 1.5.6 the existence or occurrence of any matter referred to in **paragraph 1.6**; or
 - 1.5.7 anything else other than a release by the Landlord by deed.
- 1.6 The matters referred to in **paragraph 1.5.6** are:
- 1.6.1 any Law of Property Act 1925, administrative, court-appointed or other receiver or similar officer is appointed over the whole or any part of the assets of the Guaranteed Party or the Guaranteed Party enters into any scheme or arrangement with its creditors in satisfaction or composition of its debts under the 1986 Act;
 - 1.6.2 if the Guaranteed Party is a company or a limited liability partnership:
 - (a) the Guaranteed Party enters into liquidation within the meaning of section 247 of the 1986 Act;
 - (b) the Guaranteed Party is wound up or a petition for winding up is presented against the Guaranteed Party that is not dismissed or withdrawn within ten Business Days of being presented;
 - (c) a meeting of the Guaranteed Party's creditors or any of them is summoned under Part I of the 1986 Act;
 - (d) a moratorium in respect of the Guaranteed Party comes into force under section 1(A) of and schedule A1 to the 1986 Act;
 - (e) an administrator is appointed to the Guaranteed Party; or
 - (f) the Guaranteed Party is struck off the register of companies;
 - 1.6.3 if the Guaranteed Party is a partnership, it is subject to an event similar to any listed in **paragraph 1.6.2** with appropriate modifications so as to relate to a partnership;
 - 1.6.4 if the Guaranteed Party is an individual:
 - (a) a receiving order is made against the Guaranteed Party;
 - (b) an interim receiver is appointed over or in relation to the Guaranteed Party's property;
 - (c) the Guaranteed Party makes an application to be declared bankrupt, the Guaranteed Party is the subject of a bankruptcy petition or the Guaranteed Party becomes bankrupt;
 - (d) the Guaranteed Party applies for or becomes subject to a debt relief order or the Guaranteed Party proposes or becomes subject to a debt management plan; or
 - (e) an interim order is made against the Guaranteed Party under Part VIII of the 1986 Act or the Guaranteed Party otherwise proposes an individual voluntary arrangement;

- 1.6.5 any event similar to any listed in **paragraphs 1.6.1 to 1.6.4** occurs in any jurisdiction (whether it be England and Wales, or elsewhere); and
- 1.6.6 any event similar to any listed in **paragraphs 1.6.1 to 1.6.5** occurs in relation to the Guarantor.
- 1.7 The Guarantor must not claim in competition with the Landlord in the insolvency of the Guaranteed Party and must not take any security, indemnity or guarantee from the Guaranteed Party in respect of the Tenant's Obligations.
- 1.8 Nothing in this **paragraph 1** may impose any liability on the Guarantor that exceeds the liability that it would have had were it the tenant of the Lease.

Signed as a Deed by _____)
MOHAMMED HASEEB SHEIKH _____)
in the presence of _____)
Signature of witness: _____)
Name (in BLOCK CAPITALS): _____)
Address: _____)

Signed as a Deed by _____)
MR ZEYNEL GUNDUZ _____)
in the presence of _____)
Signature of witness: _____)
Name (in BLOCK CAPITALS): _____)
Address: _____)

Signed as a Deed by _____)
MR MAHIR ARDA _____)
in the presence of _____)
Signature of witness: _____)
Name (in BLOCK CAPITALS): _____)
Address: _____)

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THIS DEED is made the day of Two Thousand and
Nineteen **BETWEEN MOHAMMED HASEED SHIEKH** (“The Landlord”) and
MAHIR ARDA (“The Tenant”) and is supplemental to a Lease (“The Lease”) dated 13th
October 2010 and made between the Landlord and **MR BULENT SALTAN** of the
premises situate at and shortly known as Ground Floor 40 Tilson Road, London N17 9UY.

1. Words and phrases in this Deed shall have the same meaning as in the Lease provided that meaning is not inconsistent with the terms hereof
2. In this Deed the phrase “The Deposit Term” shall mean the term of years granted by the Lease
3. As security for the due payment from time to time by the Tenant of the rent reserved by and all other sums due under the Lease the Landlord acknowledges that it has received from the Tenant the sum of £8,000 (Eight Thousand Pounds)(“The Deposit Sum”) and it is agreed between the Landlord and the Tenant that the following provisions shall apply to the Deposited Sum
 - 3.1 Forthwith upon the signing hereof the Landlord shall deposit the Deposited Sum in an interest bearing deposit account with Bank of Scotland Plc (or such other clearing bank as the Landlord may choose) in the name of the Landlord (“The Deposit Account”) so that the Deposited Sum shall remain the Property of the Tenant but subject to the charge under Clause 3.10
 - 3.2 Subject to Clause 3.3 below all interest earned by the Deposited Sum shall belong to the Tenant and shall be paid to the Tenant annually
 - 3.3 If required by law any interest paid to the Tenant hereunder shall be paid net of tax in which case the Landlord shall supply an appropriate certificate of deduction of tax
 - 3.4 In the event of the Tenant failing to pay the rent reserved by the Lease or any other sums due thereunder within twenty one days from the due date the Landlord shall in

addition to any other remedy which may be available to the Landlord have the right of recourse to the Deposited Sum (including if necessary any interest accrued upon the Deposited Sum) and the Tenant shall reimburse the Landlord for any reasonable expense reasonably and properly incurred by the Landlord as a result of any such failure as aforesaid and the Tenant hereby authorises the Landlord to appropriate the Deposited Sum (and any accrued interest) or part thereof in accordance with the terms of this Deed

3.5 If the Landlord shall have recourse to the Deposited Sum then the Landlord may by notice to the Tenant require that the amount of the Deposited Sum forthwith be restored to £8,000.00 and if the Tenant shall fail to restore the Deposited Sum within twenty eight days of the Landlord's notice then the Landlord shall be entitled to pay to himself and keep and interest accrued upon the Deposited Sum and to retain any future interest until the Deposited Sum shall be restored to the amount of £8,000.00 such right to receive and keep the interest being in addition to any other rights which the Landlord may have against the Tenant

3.6 Upon the earliest of:-

- (i) the expiration of the Deposit Term or
- (ii) the surrender or determination of the Lease or
- (iii) the lawful assignment of the Lease by the Tenant

The Landlord shall repay to the Tenant the Deposited Sum or so much thereof as shall then be held by the Landlord under the provisions of this clause but the Landlord shall before repayment to the Tenant be entitled to deduct from the Deposited Sum and to retain any sum which is at the time when such repayment falls to be made under due and owing by the Tenant to the Landlord under the terms of this Deed

- 3.7 If the Landlord shall assign his interest in the premises then provided the assignee has first covenanted with the Tenant to comply with the obligations of the Landlord hereunder the Landlord is hereby authorised to pay over the Deposited Sum (or so much of it as then exists) together with any accrued interest to its assignee who shall thereupon assume the rights and obligations of the Landlord under this Deed and who shall hold the Deposited Sum on the same terms as provided for in this Deed
- 3.8 For the avoidance of doubt it is hereby declared that the Deposited Sum is intended to be a continuing security throughout the Deposit Term (subject to Clause 3.6) and the Tenant shall not be entitled during the term granted by the Lease to deduct or set off the Deposited Sum or any interest thereon from or against any liability under the Lease whether in respect of rent service charge or otherwise
- 3.9 The Tenant warrants to the Landlord that as at the date hereof the Deposited Sum is free from any charge or encumbrance save as mentioned in Clause 3.10 hereof
- 3.10 Until such time as the Deposit Account shall be closed in accordance with the terms of this Deed the Tenant as beneficial owner charges by way of first fixed charge its interest in the Deposit Account as security for monies payable to the Landlord pursuant to the terms of this Deed.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first above written .

SIGNED as a DEED)

MOHAMMED HASEEB SHEIKH)

in the presence of:-)

SIGNED as a DEED)

MAHIR ARDA)

in the presence of:-)

DATED

2019

(1) MOHAMMED HASEED SHIEKH (“The Landlord”)

-and-

(2) MAHIR ARDA

(“The Tenant”)

<p>COUNTERPART RENT DEPOSIT DEED</p> <p>Re: 40 Tilson road, London N17 9UY</p>
--

**Dotcom Solicitors Limited
354 High Road
Tottenham
London
N17 9HT
Tel: 020 8880 9000
Fax: 020 8885 4555
DX: 58501 Tottenham
Email: advice@dotcomsolicitors.com
Ref: DC/01/3071/19/CONV**