



Alcohol and Entertainment Licensing Sub-Committee (A)

Tuesday 24 April 2018 at 10.00 am
Members' Suite - 4th Floor, Brent Civic Centre,
Engineers Way, Wembley, HA9 0FJ

Membership:

Members

Councillors:

Harrison (Chair)
Daly
Jones

Substitute Members

Councillors:

Ahmed, Allie, Denselow, Duffy,
Eniola, Kansagra, Khan, Long,
Maurice, McLeish, Pavey and
Stopp

For further information contact: Devbai Bhanji, Governance Assistant
Tel: 020 8937 4011; devbai.bhanji@brent.gov.uk

For electronic copies of minutes, reports and agendas, and to be alerted when the minutes of this meeting have been published visit:

democracy.brent.gov.uk

The press and public are welcome to attend this meeting.

Notes for Members - Declarations of Interest:

If a Member is aware they have a Disclosable Pecuniary Interest* in an item of business, they must declare its existence and nature at the start of the meeting or when it becomes apparent and must leave the room without participating in discussion of the item.

If a Member is aware they have a Personal Interest** in an item of business, they must declare its existence and nature at the start of the meeting or when it becomes apparent.

If the Personal Interest is also a Prejudicial Interest (i.e. it affects a financial position or relates to determining of any approval, consent, licence, permission, or registration) then (unless an exception at 14(2) of the Members Code applies), after disclosing the interest to the meeting the Member must leave the room without participating in discussion of the item, except that they may first make representations, answer questions or give evidence relating to the matter, provided that the public are allowed to attend the meeting for those purposes.

***Disclosable Pecuniary Interests:**

- (a) **Employment, etc.** - Any employment, office, trade, profession or vocation carried on for profit gain.
- (b) **Sponsorship** - Any payment or other financial benefit in respect expenses in carrying out duties as a member, or of election; including from a trade union.
- (c) **Contracts** - Any current contract for goods, services or works, between the Councillors or their partner (or a body in which one has a beneficial interest) and the council.
- (d) **Land** - Any beneficial interest in land which is within the council's area.
- (e) **Licences**- Any licence to occupy land in the council's area for a month or longer.
- (f) **Corporate tenancies** - Any tenancy between the council and a body in which the Councillor or their partner have a beneficial interest.
- (g) **Securities** - Any beneficial interest in securities of a body which has a place of business or land in the council's area, if the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body or of any one class of its issued share capital.

****Personal Interests:**

The business relates to or affects:

(a) Anybody of which you are a member or in a position of general control or management, and:

- To which you are appointed by the council;
- which exercises functions of a public nature;
- which is directed is to charitable purposes;
- whose principal purposes include the influence of public opinion or policy (including a political party of trade union).

(b) The interests a of a person from whom you have received gifts or hospitality of at least £50 as a member in the municipal year;

or

A decision in relation to that business might reasonably be regarded as affecting, to a greater extent than the majority of other council tax payers, ratepayers or inhabitants of the electoral ward affected by the decision, the well-being or financial position of:

- You yourself;
- a member of your family or your friend or any person with whom you have a close association or any person or body who employs or has appointed any of these or in whom they have a beneficial interest in a class of securities exceeding the nominal value of £25,000, or any firm in which they are a partner, or any company of which they are a director
- any body of a type described in (a) above.

Agenda

Introductions, if appropriate.

Item	Page
1 Apologies for absence and clarification of alternate members	
2 Declarations of interests	
Members are invited to declare at this stage of the meeting, the nature and existence of any relevant disclosable pecuniary, personal or prejudicial interests in the items on this agenda and to specify the item(s) to which they relate.	
3 Application for a New Premises License by Surinder Nath Verma for the premises known as Shurgard Alperton (Park Royal, North Circular Road NW10 7QS), pursuant to the provisions of the Licensing Act 2003	1 - 62

Conduct of the Hearing:

The hearing shall proceed as follows:

- General introduction by the Regulatory Services Manager
- Case for the Responsible Authority – Police/Regulatory Services
- Questioning of the Responsible Authority by Applicant and Members
- Representations by interested parties (if any)
- Case for the Applicant
- Questioning of the Applicant by the Responsible Authority and Members
- Summing up by the Responsible Authority
- Summing up by a representative of interested parties (if any)
- Summing up by the Applicant

Members' Deliberation

The Chair will then ask the representatives of the Responsible Authority and the Applicant to leave the meeting room whilst the panel goes into close session to deliberate the application. The applicant and the representatives of the responsible authority will be recalled to the meeting room when the Sub-Committee has made its decision. The decision will be confirmed in writing to the applicant within 7 days



Please remember to switch your mobile phone to silent during the meeting.

- The meeting room is accessible by lift and seats will be provided for members of the public.

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LICENSING ACT 2003

Application for New Premises Licence

1. The Application

Name of Applicant:	Surinder Nath Verma
Name & Address of Premises:	Shurgard Alperton Park Royal, North Circular Road NW10 7QS
Applicants Agent:	

The application is for a new premises licence:

- 1 For the sale of alcohol from 00:00hrs to 23:59hrs.

2. Background

The application is for the storage of alcohol for the purpose of online sales

3. Promotion of the Licensing Objectives

See separate sheet.

4. Relevant Representations

Representations have been received and withdrawn from the Licensing Officer.
Representation remains outstanding from the Police.

5. Interested Parties

None

6. Policy Considerations

Paragraph Nos: 7.2 8.1 – 8.4

8.1 Where responsible authorities and interested parties do not raise any relevant representations regarding the application made to the council, the council will grant the licence or certificate subject only to the conditions that are consistent with the operating schedule or club operating schedule and any mandatory conditions prescribed in the Act itself.

8.2 Where responsible authorities and interested parties raise relevant representations, the council may, if it is satisfied at a hearing or otherwise, impose conditions where considered necessary for the promotion of the licensing objectives.

8.3 Any conditions attached by the council or submitted by the applicant must focus on the direct impact of the activities taking place at licensed premises, on those attending the premises and residents and persons working in the area.

8.4 Any conditions attached to licences will be tailored to the individual needs, style and characteristics of the particular premises and events concerned and will be drawn from a 'model pool of conditions' (where appropriate) to the particular premises.

7. Determination of the Application

Members can take the following steps when determining a new premises licence application:

- grant the licence;
- exclude from the scope of the licence any of the licensable activities to which the application relates;
- refuse to specify a person in the licence as the premises supervisor;
- reject the application

8. Associated Papers

- A. Application Form & plan
- B. Police Representation
- C. Licensing Officer Representation & Withdrawal
- D. OS Map



NEW PREMISES LICENCE APPLICATION FORM

Application for a premises licence to be granted under the Licensing Act 2003

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

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

I/We SURINDER NATH VERMA

.....apply for a premises licence under section 17 of the Licensing Act 2003 for the premises described in Part 1 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

Part 1 – Premises Details

Postal address of premises or, if none, ordnance survey map reference or description	
Shurgard Alperton Park Royal North Circular Road London	
Post town Park Royal	Post code NW10 7QS

Telephone number of premises (if any)

Non-domestic rateable value of premises

Part 2 - Applicant details

Please state whether you are applying for a premises licence as

Please tick ✓ Yes

- a) An individual or individuals* please complete section (A)
- b) a person other than an individual*
 - i. as a limited company/limited liability partnership please complete section (B)
 - ii. as a partnership (other than limited liability) please complete section (B)
 - iii. as an unincorporated association or please complete section (B)
 - iv. other (for example a statutory corporation) please complete section (B)
- c) a recognised club please complete section (B)
- d) a charity please complete section (B)
- e) the proprietor of an educational establishment please complete section (B)
- f) a health service body please complete section (B)
- g) a person who is registered under Part 2 of the Care Standards Act 2000 (c14) in respect of an independent hospital in Wales please complete section (B)
- ga) A person who is registered under Chapter 2 of Part 1 of the Health and Social Care Act 2008 (within the meaning of that Part) in an independent hospital in England please complete section (B)
- h) the chief officer of police of a police force in England and Wales please complete section (B)

* If you are applying as a person described in (a) or (b) please confirm:

Please tick ✓ Yes

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

(A) INDIVIDUAL APPLICANTS (fill in as applicable)

Mr Mrs Miss Ms Other title
(for example, Rev)

Surname

VERMA

First names

SURINDER NATH

Date of Birth

[REDACTED]

I am 18 years old or over (Please tick yes)

Nationality

[REDACTED]

Current postal address if different from premises address

[REDACTED]

Post Town

[REDACTED]

Postcode

[REDACTED]

Daytime contact telephone number

[REDACTED]

E-mail address (optional)

[REDACTED]

SECOND INDIVIDUAL APPLICANT (if applicable)

Mr Mrs Miss Ms Other title
(for example, Rev)

Surname First names

Date of Birth	I am 18 years old or over <input type="checkbox"/> (Please tick yes)
Nationality	

Current postal address if different from premises address

Post Town Postcode

Daytime contact telephone number

E-mail address (optional)

(B) OTHER APPLICANTS

Please provide name and registered address of applicant in full. Where appropriate please give any registered number. In case of a partnership or other joint venture (other than a body corporate), please give the name and address of each party concerned.

Name
Address
Registered number (where applicable)
Description of applicant (for example, partnership, company, unincorporated association etc.)
Telephone number (if any)
E-mail address (optional)

Part 3 Operating Schedule

When do you want the premises licence to start?

Day		Month		Year			
0	1	0	2	2	0	1	8

If you wish the licence to be valid only for a limited period, when do you want it to end?

--	--	--	--	--	--	--	--

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

--

Please give a general description of the premises (please read guidance note 1)

I am applying premise license to carry online sales of alcohol.

My premises/Warehouse will be located at Shurgard safe storage Park Royal which is is commercial self-storage place.

It is a safe storage place which is located at North Circular road which is in industrial area and it is away from residential areas

Premises/Warehouse have CCTV Cameras on entrance and exit point which will help in case anything happen and recording will be available to police or Licensing officer if requested.

Premises/Warehouse have centralised alarm system.

Alcohol will be stored at a unit which will be renting from shurgard and will be storing alcohol there for purpose of selling alcohol online, Mail order and over the Phone.

There won't be any over the counter sales of alcohol to members of public from premises/warehouse
Premise/warehouse solely used for storage of alcohol.

Members of public wont be allowed to pick up alcohol from premises/warehouse.

Premise will be complying with all Fire and Safety Rules

Premise/warehouse wont be open to memebbers of Public .

Please tick ✓ Yes

What licensable activities do you intend to carry on from the premises?

(Please see sections 1 and 14 of the Licensing Act 2003 and Schedule 1 and 2 to the Licensing Act 2003)

Provision of regulated entertainment

- a) plays (if ticking yes, fill in box A)
- b) films (if ticking yes, fill in box B)
- c) indoor sporting events (if ticking yes, fill in box C)
- d) boxing or wrestling entertainment (if ticking yes, fill in box D)
- e) live music (if ticking yes, fill in box E)
- f) recorded music (if ticking yes, fill in box F)
- g) performances of dance (if ticking yes, fill in box G)
- h) anything of a similar description to that falling within (e), (f) or (g) (if ticking yes, fill in box H)

Provision of late night refreshment (if ticking yes, fill in box I)

Sale of alcohol (if ticking yes, fill in box J)

In all cases complete boxes K, L and M

A

Plays Standard days and timings (please read guidance note 7)			Will the performance of a play take place indoors or outdoors or both – please tick [✓] (please read guidance note 3).	Indoors	
				Outdoors	
Day	Start	Finish		Both	
Mon			<u>Please give further details here</u> (please read guidance note 4)		
Tue					
Wed					
Thur			<u>State any seasonal variations for performing plays</u> (please read guidance note 5)		
Fri					
Sat					
Sun					
			<u>Non standard timings. Where you intend to use the premises for the performance of plays at different times to those listed in the column on the left, please list</u> (please read guidance note 6)		

B

Films Standard days and timings (please read guidance note 7)			Will the performance of films take place indoors or outdoors or both – please tick [✓] (please read guidance note 3).	Indoors		
Day	Start	Finish		Outdoors		
Mon			Please give further details here (please read guidance note 4)	Both		
Tue						
Wed				State any seasonal variations for the exhibition of films (please read guidance note 5)		
Thur						
Fri				Non standard timings. Where you intend to use the premises for the exhibition of films at different times to those listed in the column on the left, please list (please read guidance note 6)		
Sat						
Sun						

C

Indoor sporting events Standard days and timings (please read guidance note 7)			Please give further details (please read guidance note 4)		
Day	Start	Finish			
Mon			State any seasonal variations for indoor sporting events (please read guidance note 5)		
Tue					
Wed					
Thur			Non standard timings. Where you intend to use the premises for indoor sporting events at different times to those listed in the column on the left, please list (please read guidance note 6)		
Fri					
Sat					
Sun					

D

Boxing or wrestling entertainment Standard days and timings (please read guidance note 7)			Will the boxing or wrestling entertainment take place indoors or outdoors or both – please tick [✓] (please read guidance note 3).	Indoors	
Day	Start	Finish		Outdoors	
Mon			Please give further details here (please read guidance note 4)	Both	
Tue					
Wed				State any seasonal variations for boxing or wrestling entertainment (please read guidance note 5)	
Thur					
Fri				Non standard timings. Where you intend to use the premises for boxing or wrestling entertainment at different times to those listed in the column on the left, please list (please read guidance note 6)	
Sat					
Sun					

E

Live Music Standard days and timings (please read guidance note 7)			Will the performance of live music take place indoors or outdoors or both – please tick [✓] (please read guidance note 3)	Indoors	
Day	Start	Finish		Outdoors	
Mon			Please give further details here (please read guidance note 4)	Both	
Tue					
Wed				State any seasonal variations for the performance of live music (please read guidance note 5)	
Thur					
Fri				Non standard timings. Where you intend to use the premises for the performance of live music at different times to those listed in the column on the left, please list (please read guidance note 6)	
Sat					
Sun					

F

Recorded music Standard days and timings (please read guidance note 7)			Will the playing of recorded music take place indoors or outdoors or both – please tick [✓] (please read guidance note 3)	Indoors		
Day	Start	Finish		Outdoors		
Mon			Please give further details here (please read guidance note 4)	Both		
Tue						
Wed				State any seasonal variations for playing recorded music (please read guidance note 5)		
Thur						
Fri				Non standard timings. Where you intend to use the premises for the playing of recorded music at different times to those listed in the column on the left, please list (please read guidance note 6)		
Sat						
Sun						

G

Performances of dance Standard days and timings (please read guidance note 7)			Will the performance of dance take place indoors or outdoors or both – please tick [✓] (please read guidance note 3).	Indoors		
Day	Start	Finish		Outdoors		
Mon			Please give further details here (please read guidance note 4)	Both		
Tue						
Wed				State any seasonal variations for the performance of dance (please read guidance note 5)		
Thur						
Fri				Non standard timings. Where you intend to use the premises for the performance of dance at different times to those listed in the column on the left, please list (please read guidance note 6)		
Sat						
Sun						

H

Anything of a similar description to that falling within (e), (f) or (g) Standard days and timings (please read guidance note 7)			Please give a description of the type of entertainment you will be providing		
Day	Start	Finish	Will this entertainment take place indoors or outdoors or both – please tick (please read guidance note 3)	Indoors	<input type="checkbox"/>
Mon				Outdoors	<input type="checkbox"/>
				Both	<input type="checkbox"/>
Tue			Please give further details here (please read guidance note 4)		
Wed					
Thur			State any seasonal variations for entertainment of a similar description to that falling within (e), (f) or (g) (please read guidance note 5)		
Fri					
Sat			Non standard timings. Where you intend to use the premises for the entertainment of a similar description to that falling within (e), (f) or (g) at different times to those listed in the column on the left, please list (please read guidance note 6)		
Sun					

I

Late night refreshment Standard days and timings (please read guidance note 7)			Will the provision of late night refreshment take place indoors or outdoors or both – please tick [✓] (please read guidance note 3).	Indoors	
Day	Start	Finish		Outdoors	
Mon			Please give further details here (please read guidance note 4)	Both	
Tue					
Wed			State any seasonal variations for the provision of late night refreshment (please read guidance note 5)		
Thur					
Fri			Non standard timings. Where you intend to use the premises for the provision of late night refreshment at different times, to those listed in the column on the left, please list (please read guidance note 6)		
Sat					
Sun					

J

Supply of alcohol Standard days and timings (please read guidance note 7)			Will the supply of alcohol be for consumption (Please tick box ✓) (please read guidance note 8)	On the premises	
Day	Start	Finish		Off the premises	✓
Mon	00:00	23:59	State any seasonal variations for the provision of late night refreshment (please read guidance note 5)	Both	
Tue	00:00	23:59			
Wed	00:00	23:59	Non-standard timings. Where you intend to use the premises for the supply of alcohol at different times to those listed in the column on the left, please list (please read guidance note 6)		
Thur	00:00	23:59			
Fri	00:00	23:59			
Sat	00:00	23:59			
Sun	00:00	23:59			

State the name and details of the individual whom you wish to specify on the licence as designated premises supervisor (Please see declaration about the entitlement to work in the checklist at the end of the form):

Name SURINDER NATH VERMA

Date of Birth [REDACTED]

Address [REDACTED]

[REDACTED]

Postcode [REDACTED]

Personal Licence number(if known)

Issuing licensing authority (if known).....

K

Please highlight any adult entertainment or services, activities, other entertainment or matters ancillary to the use of the premises that may give rise to concern in respect of children (please read guidance note 9)

L

Hours premises are open to the public Standard days and timings (please read guidance note 7)			<u>State any seasonal variation (please read guidance note 5)</u>
Day	Start	Finish	<u>Non-standard timings. Where you intend to use the premises to be open to the public at different times to those listed in the column on the left, please list (please read guidance note 6)</u>
Mon			
Tue			
Wed			
Thur			
Fri			
Sat			
Sun			

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

a) **General – all four licensing objectives (b, c, d, e) (please read guidance note 10)**

PLEASE FIND ATTACHED SHEET FOR EXPLANATION

b) **The prevention of crime and disorder**

PLEASE FIND ATTACHED SHEET FOR EXPLANATION

c) **Public safety**

PLEASE FIND ATTACHED SHEET FOR EXPLANATION

d) **The prevention of public nuisance**

PLEASE FIND ATTACHED SHEET FOR EXPLANATION

e) **The protection of children from harm**

PLEASE FIND ATTACHED SHEET FOR EXPLANATION

Checklist

Please tick ✓ Yes

- I have made or enclosed payment of the fee ✓
- I have enclosed the plan of the premises ✓
- I have sent copies of this application and the plan to responsible authorities and others where applicable ✓
- I have enclosed the consent form completed by the individual I wish to be premises supervisor, if applicable ✓
- I understand that I must now advertise my application ✓
- I understand that if I do not comply with the above requirements my application will be rejected ✓
- (Applicable to all individual applicants, including those in a partnership which is not a limited liability partnership, but not companies or limited liability partnerships) I have included documents demonstrating my entitlement to work in the United Kingdom (please read note 15). ✓

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

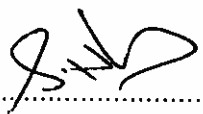
IT IS AN OFFENCE UNDER SECTION 24B OF THE IMMIGRATION ACT 1971 FOR A PERSON TO WORK WHEN THEY KNOW, OR HAVE REASONABLE CAUSE TO BELIEVE, THAT THEY ARE DISQUALIFIED FROM DOING SO BY REASON OF THEIR IMMIGRATION STATUS. THOSE WHO EMPLOY AN ADULT WITHOUT LEAVE OR WHO IS SUBJECT TO CONDITIONS AS TO EMPLOYMENT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

Part 4 – Signatures (please read guidance note 11)

Signature of applicant or applicant’s solicitor or other duly authorised agent. (Please read guidance note 12). If signing on behalf of the applicant please state in what capacity.

Declaration

- (Applicable to individual applicants only, including those in a partnership which is not a limited liability partnership) I understand I am not entitled to be issued with a licence if I do not have the entitlement to live and work in the UK (or if I am subject to a condition preventing me from doing work relating to the carrying on of a licensable activity) and that my licence will become invalid if I cease to be entitled to live and work in the UK (please read guidance note 15).
- The DPS named in this application form is entitled to work in the UK (and is not subject to conditions preventing him or her from doing work relating to a licensable activity) and I have seen a copy of his or her proof of entitlement to work, if appropriate (please see note 15)

Signature 

Date 25/01/2018

Capacity

PREVENTION OF CRIME AND DISORDER

- Full name and address details, including postcode, must be given when placing an order
- Alcohol can only be delivered to a residential or business address and not to a public place.
- Drivers will not deliver to any person anywhere other than at the residential/business address given when the order was placed.
- The presence of CCTV cameras can be an important means of deterring and detecting crime at and immediately outside licensed premises with precise location of each camera.
- Recordings to be retained for a minimum of 31 days and be made available to the Police or officers of the Council upon request and be of evidential quality.
- The equipment with a suitable export method i.e. CD/DVD/USB facility so that the Police and officers of the Council can make an evidential copy of the data they require.
- Cameras on the entrances and exit point will capture full frame shots of the heads and shoulders of ALL staff entering the premises/warehouse, i.e. capable of identification.
- There will be signs displayed to advise that CCTV is in operation.

Incident Report Book :-

Incident report book to be kept at the premises/warehouse this includes any incident of crime and disorder in or about the premises/warehouse, incidents of fire etc. This book will be available for inspection by an authorised officer of the Council or a Police Officer.

Proof of age cards :-

It is unlawful for children under 18 to attempt to buy alcohol just as it is unlawful to sell or supply alcohol to them. To prevent such crimes, it will be necessary for a "proof of age" scheme to be in place. 'The prevention of harm to children' concerning the 'Challenge 21' proof of age has to be followed i.e., the licensee has to adopt a "Challenge 21" policy where all customers who appear to be under the age of 21 and attempt to purchase alcohol or other age-restricted products are asked for proof of their age. The Licensee must prominently display notices advising customers of the "Challenge 21" policy on website.

The following proofs of age are the only ones to be accepted:

- Proof of age cards bearing the "Pass" hologram symbol
- UK Photo Driving licence
- Passport

Controls for sale of alcohol :-

- Beers, lagers, stout and ciders and Sprints would be sold online, mail-order or telephone will be delivered to residential or business address only .
- No single cans or bottles beers, lagers stout, ciders shall be sold i.e., it should be sold in packs of no less than four.
- All of our alcohol stock would be stored in Premises/warehouse and customer won't be allowed to visit Premises/Warehouse.
- The Licensee to ensure that each member of staff authorised to sell alcohol is fully aware of his /her responsibilities in relation to verifying a customer's age and is able to effectively question purchasers and check evidence of proof of age.
- The Licensee must keep a written record of all staff authorised to sell alcohol, the record to contain the full name, home address, date of birth.
- The staff record to be kept on the licensed premises and made available for inspection by the Licensing Officer, Trading Standards or the Police.
- The Licensee to ensure that each member of staff authorised to sell alcohol has received adequate training on the law with regard to age restricted products and that this has been properly documented and training records kept. The training record to be kept on the licensed premises and made available for inspection by the Licensing Officer, Trading Standards or the Police.
- Documented delegation of authorisations to sell alcohol has to be maintained at the premises and shall be available on request by an authorised officer of the Licensing Authority or the Police.

PREVENTION OF PUBLIC NUISANCE

- Management and control of our staff Procedures should be put in place to manage the behaviour of staff it may contribute to public nuisance. These measures may include; management of staff who arrive and leave the premises/Warehouse, the by reminding them to arrive and leave quietly.
- Our Premise/Warehouse is located at industrial area and customer won't be served alcohol from their anytime of the day.
- Customer won't be allowed to pick-up any kind of alcoholic products such as beer, whisky from directly Premises/warehouse.
- Deliveries of goods necessary for the operation of the business will be carried out very quietly or in such a manner as to prevent nuisance and disturbance to nearby residents.
- Delivery drivers would be asked not rev engines, sound horns, play loud music or leave engines idling unnecessarily while delivering alcohol to customer.

- Delivery Drivers would be asked to call customer from inside their vehicle when they reached at customer address to avoid noise disturbance to nearby residents.
- There won't be any over the counter sales of alcohol to public from our premises/warehouse all sales will be made online, mail-order or over the phone and it will only will be available for delivery at residential or business address of their choice.
- Opening and closing our Premises/Warehouse with minimum Noise possible.
- Premises/warehouse would solely be used for storage and distribution of alcohol for fulfilling phone, mail-orders and internet orders, that the public would have have no access to the premises and that no sale or supply of alcohol shall be made from the premises.
- Customer will not be allowed to enter Premises/Warehouse during anytime of the day.
- A contact telephone number will be displayed on the door of Premises/Warehouse to report noise disturbances as and when they occur. The phone line would be available at all times the licence is in use.
- Display notices for the staff in Premises/Warehouse to reminding them to leave quickly and quietly and not to slam doors, rev engines, sound horns, play loud music or leave engines idling unnecessarily.
- Ensure all staff will be using designated smoking areas and cigarette butts shouldn't be throwing on floor and putting them in bin before leave premises/warehouse.

PROTECTION OF CHILDREN FROM HARM

'Challenge 21' It is unlawful to sell or supply alcohol to persons under the age of 18, and applicants are recommended to adopt the 'Challenge 21' policy. The recommended conditions are:

1. Licensee to adopt a "Challenge 21" policy where all customers who appear to be under the age of 21 and attempt to purchase alcohol or other age-restricted products are asked for proof of their age.
2. We will be displaying to customers of the "Challenge 21" policy on website.
3. The following proofs of age are the only ones to be accepted:
 - Proof of age cards bearing the "Pass" hologram symbol__
 - UK Photo Driving licence

- Passport__
 - Citizen ID card.
4. Customer will be asked to supply date of birth when placing an order online and will be asked to show id if customer to be appear under 18 at the time of delivery of goods.
 5. At the time the order is placed a declaration will be required from the person placing the order that that person is over 18 years of age.
 6. All hired driver would be minimum age of 18.
 7. Delivery will be refused if the driver believes the alcohol is being purchased on behalf of another person aged under 18 years.
 8. Customers to be reminded during checkout process that it is a criminal offence for a person under 18 to purchase or attempt to purchase alcohol and that it is also an offence to purchase alcohol on behalf of a person aged under 18.
 9. Staff Competence and Training:

Have to keep a written record of all staff authorised to sell alcohol, the record to contain the full name, home address, date of birth and national insurance number of each person so authorised. The staff record to be kept on the licensed premises and made available for inspection by the Licensing Officer, Trading Standards or the Police.

Have to ensure that each member of staff authorised to sell alcohol has received adequate training on the law with regard to age restricted products and that this has been properly documented and training records kept. The training record to be kept on the licensed premises and made available for inspection by the Licensing Officer, Trading Standards or the Police.

Have to ensure that each member of staff authorised to sell alcohol is fully aware of his/her responsibilities in relation to verifying a customer's age and is able to effectively question purchasers and check evidence of proof of age.

Being a licensee to ensure that each member of staff authorised to sell alcohol is sufficiently capable and confident to confront and challenge under – 18s attempting to purchase alcohol.

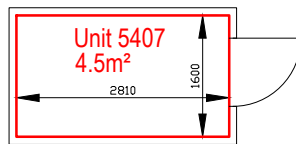
PUBLIC SAFETY

- Public safety objective is concerned with the physical safety of the Staff on the premises either internal or external.
- Complying with the fire regulations, health and safety etc.,
- Prevention of crime and disorder in all the best possible ways.

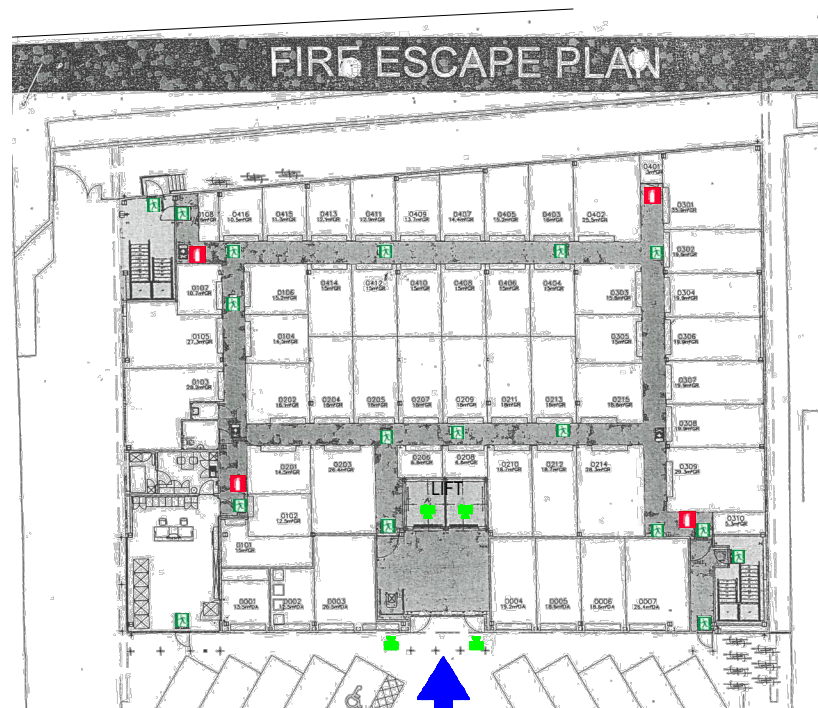
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FIFTH FLOOR PLAN
Scale 1: 500



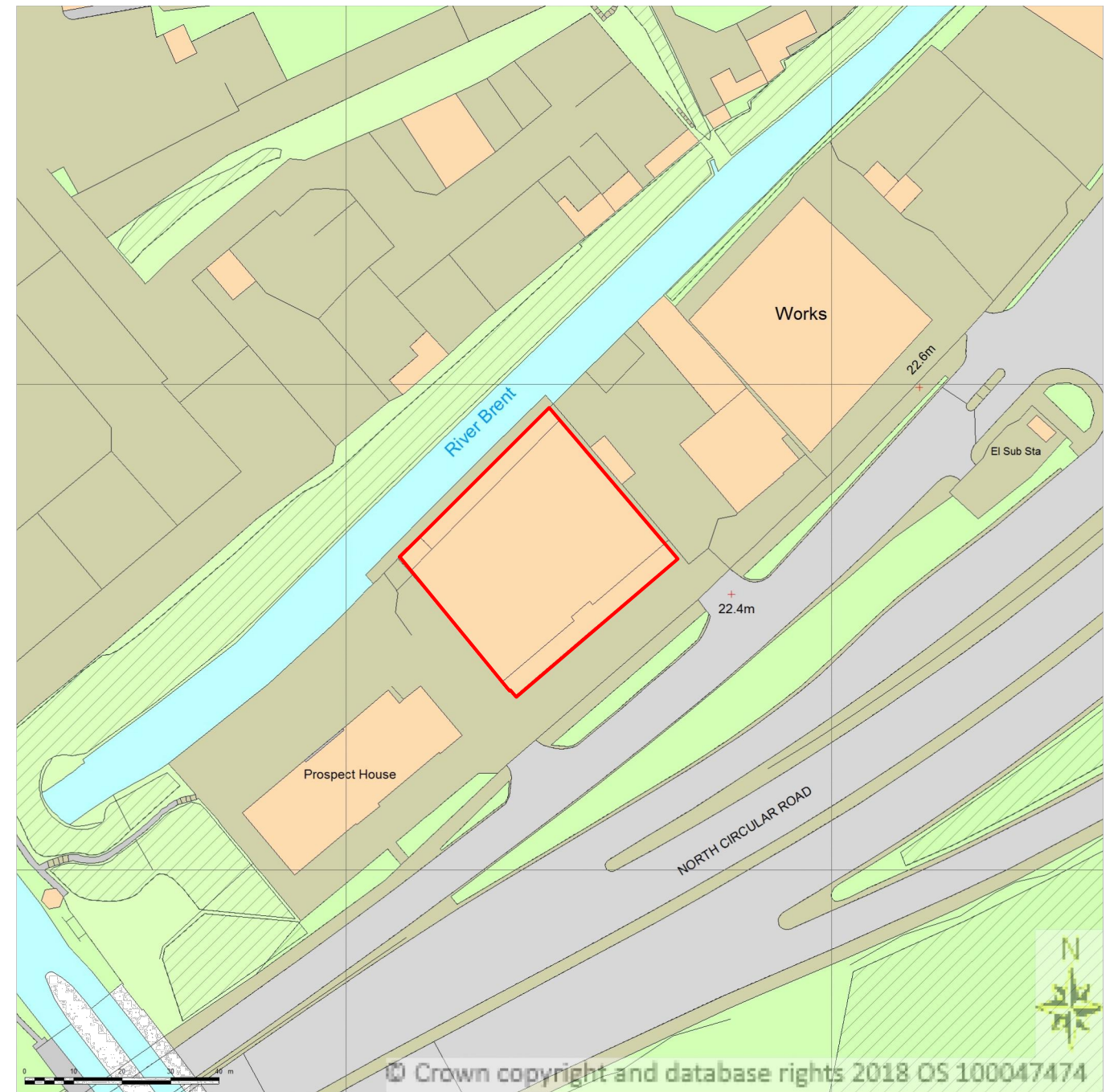
UNIT FLOOR PLAN
Scale 1: 100



GROUND FLOOR PLAN
Scale 1: 500

-  FIRE EXTINGUISHER
-  FIRE EXIT
-  CCT CAMERA

SITE LOCATION PLAN
AREA 5 HA
SCALE: 1:1250 on A4
CENTRE COORDINATES: 519344 , 183666



LOCATION PLAN
Scale 1: 1250

Supplied by Streetwise Maps Ltd
www.streetwise.net
Licence No: 100047474
18:09:57 07/02/2018

PROJECT: SHURGARD SELF-STORAGE, PARK ROYAL, NW10 7QS	DATE: 11-02-18
	DWG:
UNIT 5407- LOCATION MAP & PLAN OF THE PREMISES	SCALE: As Shown
	REV: -

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The Licensing Authority
Fifth Floor
Brent Civic Centre
Engineers Way
Wembley
HA9 0FJ

Your ref: licence application 11077
Our ref: 01QK/86/18/965

**Brent Borough
Licensing Department**

Wembley Police Station
603 Harrow Road
Wembley
HA0 2HH
Tel: 020 8733 3206

Email:
Gary.L.R.Norton@met.police.uk

www.met.police.uk

Date 13th March 2018

Police representation to the application for a new Premises Licence for 'Shurgard, Alperton Park Royal, North Circular Road, NW10 7QS (unit number 5407)'

I certify that I have considered the application and I wish to make representations that the likely effect of the grant of the application is detrimental to the Council's Licensing Objectives for the reasons indicated below.

Officer: Gary Norton
Licensing Constable PC 965QK

An officer of the Metropolitan Police, in whose area the premises are situated, who is authorised for the purposes of exercising its statutory function as a 'Responsible Authority' under the Licensing Act 2003. The application has been made for a new premises licence under section 17 of the act.

The Police representations are primarily concerned with crime and disorder, public safety and protect children from harm.

These representations follow a meeting on Monday 12th March 2018 with Mr Verma in which we discussed his premises licence application. Also present at this informal meeting was PC Darren Cowley. We discussed several areas of concern, these points are summarised below.

Prevention of crime and Disorder

Mr Verma addressed how the use of CCTV would support the licensing objective of crime prevention. The text used in his **operating schedule** appeared to be stock phrases of reassurance more akin to shops, bars and pubs rather than the specific circumstances of Mr Verma's use of the storage unit. The access, maintenance and use of the CCTV is not Mr Verma's, but Shurgard's. Mr Verma stated in our meeting that Shurgard would "allow him access for £10 each time". There is no written confirmation from Shurgard that this is the case, or how CCTV requests would be dealt with efficiently to meet this licensing objective.

Mr Verma also stated in his submission that "alcohol can only be delivered to a residential or business address and not a public place." And "Drivers will not deliver to any person anywhere other than at the residential/business address given when the order was place." However, when we spoke in person, I

mentioned concerns over delivery drivers being assaulted and robbed when making deliveries. Mr Verma stated “the delivery guy won’t get out of the car, he will call the customer to come down to collect.”

Mr Verma stated his intent to have an incident book, which related to crime and disorder and incidents of fire at the premises/warehouse. However, there is no suggestion that he would record and maintain details of declined/rejected custom due to licensing legislation, such incidents as insufficient/fake i.d. or under aged persons attempting to purchase alcohol.

A more pressing concern is that Shurgard have not given permission to Mr Verma to use the unit for commercial purposes. He showed me the terms and conditions of Shurgard and my attention was drawn to the following:

2.8 The following are not permitted by the Customer:

- ▯ the Storage Unit may not be used as a workplace,
- ▯ no commercial activity may be exercised from the Storage Unit,

2.9 Customer is strictly forbidden from storing the following goods in the Storage Unit (this list is not exhaustive): combustible or flammable materials or liquids

2.10 If the Customer acts in violation of articles 2.8 and/or 2.9, Customer shall indemnify Shurgard for any damage Shurgard may suffer as a result and the Customer may be exposed to criminal prosecution.

Clearly, the unit is being used for commercial activity, as this is Mr Verma’s intended place of business. Mr Verma has tried to obtain written permission from a suitable representative of Shurgard to allow commercial activity, but to no avail. Nor has he acquired their written permission to accept the storage of bottles of spirits, which are flammable liquids. As stated in point 2.9 storing of flammable liquids is strictly forbidden. I doubt that Shurgard would offer written confirmation to accept Mr Verma that he could store such items in direct contravention of their own health and safety guidelines and fire regulations.

Point 2.10 of Shurgard’s policy suggests that if Mr Verma broke the terms and conditions in 2.8 and 2.9, **he may be criminally prosecuted**. I cannot condone or support such a business venture on this basis.

Protection of Children from Harm

Mr Verma stated in his efforts to support licensing objectives that he will adopt a challenge 21 policy. However, he then contradicts that commitment in points 4 and 7, stating if the person looked under 18yrs he would not allow the sale/delivery. Delivering alcohol generates a grey area in licensing and is hard to monitor. I asked Mr Verma what his deliveryman might do if he drives several miles at night and is confronted by someone who he has suspicions of being under age, but is offered a tip for his trouble. Mr Verma said he would be “trained and definitely wouldn’t do that, I would make sure of it.”

We discussed the training Mr Verma would provide his delivery driver with regards to responsibilities of carrying out the licensing objectives and this seemed to be “word of mouth” advice, rather than any formal training. There is an expectation on the delivery driver to confirm validity of the identification provided by the customer, as well as checking the persons age. When I asked Mr Verma if he knew how to use the UK driving licence number to confirm the date of birth of the licence holder, which would assist in checking whether the licence was genuine, he didn’t know. A lot of these identification checks would likely be taking place at night as Mr Verma stated this was when most delivery requests would be expected. Mr Verma has given no consideration to using any identification or age verification devices, which could greatly assist and support his commitment to the protection of children from harm objective.

If this application were allowed to go ahead, I believe it would undermine the licensing objectives regarding public safety, crime prevention and protection of children from harm.

Yours Sincerely

Gary Norton 965QK
Licensing Constable
Brent Police

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From: Gary.L.R.Norton
Sent: 26 March 2018 14:43
To: s.gibson; Business Licence
Cc: sunnyverma; Legister, Linda ; Patel, Yogini
Subject: Application for Premises Licence reference 11111

Dear All,

I got a call from the Area Manager of Shurgard, Mr Adam Merison, who informed me that Shurgard would not allow commercial activity on their premises, nor the storage of alcoholic spirits. He went on to say that if a customer was found to be breaching 2.8 & 2.9 of the company terms and conditions they would be served a notice to leave the unit within 15 days.

Kind Regards,

PC Gary Norton 965QK
Brent Licensing Team
Wembley Police Station

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GENERAL TERMS AND CONDITIONS STORAGE AGREEMENT

Article 1. Scope and definition

These general terms and conditions of storage are applicable to all Self Storage agreements between a company of the Shurgard Group, hereinafter called 'Shurgard' on the one hand, and parties using storage space/units (or any other Shurgard storage product or service e.g. parking, bulk, lockers, etc.), hereinafter called 'the Customer' on the other hand.

The Shurgard store, the used storage space, product or service is called 'the Storage Unit' and the Self Storage agreement including these General Terms and Conditions is hereinafter called 'the Agreement'. All goods which are stored or placed anywhere in the Shurgard storage facility (including the storage unit) are referred to as 'the Goods'.

Article 2. Purpose and use

2.1 Shurgard grants Customer a right to occupy and use the Storage Unit in accordance with the terms of the Agreement for the sole purpose of storage permitted Goods. Customer may not use the Storage Unit for another purpose.

The Customer is granted a licence to use the Storage Unit (subject to the terms and conditions which follow) and nothing in this Agreement or in the relationship of Shurgard and the Customer shall be taken as creating a tenancy or the relationship of landlord and tenant. The Customer hereby acknowledges and expressly agrees that nothing in the Agreement shall be construed so as to create any legal or proprietary interest in the Storage Unit. Shurgard shall not for any purpose whatsoever act as a warehouse keeper, guardian or custodian of the Storage Unit or of the Goods.

By entering into the Agreement, Customer warrants having sole legal and beneficial title to the Goods and accepts any and all liability in connection with the Goods. The Customer indemnifies and will Shurgard hold harmless against any claim or cost or any action or proceeding in connection with the Goods from any third party, including disputes in connection with the ownership or rights to possession.

2.2 Customer will use and maintain the Storage Unit with due care and in accordance with the permitted use and the Agreement. The Storage Unit must be kept locked and clean at all times. Customer is responsible for the clearing and removal of any dirt and waste in the Storage Unit. Customer is not allowed to dispose of waste or Goods (or any part of the Goods) in- or outside the Storage Unit under penalty of a fine of at least 50 GBP per m³ to reimburse the (waste) disposal costs.

Trolleys are available for the convenience of our customers. After having used a trolley, the trolley must be returned to the trolley bay undamaged. Failure to do so will result in a penalty of 200 GBP billed on the customer's account.

2.3 Customer confirms, having visited, inspected and accepted the Storage Unit in good condition, that it conforms with the legal and agreed use which the Customer expects to make of it. The Customer understands and accepts the safety and security level and regulations. With regard to the legal and agreed purpose and use / safety and security expectations, Shurgard explicitly provides no warranties and accepts no liability whatsoever.

2.4 Customer accepts that all indications of Storage Unit sizes are estimates and an average of a larger number of Storage Units. Any deviation between the actual size of a Storage Unit and the indicated size in the Agreement gives neither party any right or an entitlement to a price adjustment.

2.5 Customer will comply with the provisions of this Agreement, the law and local regulations and the instructions of the local and national authorities, the utility companies and insurers.

2.6 Customer acknowledges and accepts full responsibility and liability for all acts of persons who have access to the Storage Unit or use the access code of the Customer and references to 'Customer' in these terms shall be treated as references to any such persons.

2.7 Customer is bound to use the Storage Unit in such a way that no damage to the environment or any disturbance to other users (e.g. noise by radio's or equipment, dust, smell, leakages) in any form can originate or can reasonably be expected to originate, and is bound to take sufficient precautionary measures to prevent any such environmental damage or nuisance.

2.8 **The following are not permitted by the Customer:**

- the Storage Unit may not be used as a workplace,
- no commercial activity may be exercised from the Storage Unit,
- the Storage Unit may not be used as a registered office or seat of a company,
- the Storage Unit may not be used for any illegal, criminal, tax evasion or immoral activities,
- electrical appliances or other utilities / services may not be connected in the Storage Unit without the prior written permission of Shurgard ; any authorized electrical appliances must always be switched off during absence,
- without prior written permission from Shurgard no fixed items may be installed in or on the Storage Unit.

2.9 **Customer is strictly forbidden from storing the following goods in the Storage Unit (this list is not exhaustive):**

- jewels, fur, art objects, collection pieces or irreplaceable objects, objects with an emotional or special value,
- cash money, securities, stocks or shares,
- any item which emits any fumes, smell or odour,

- birds, fish, animals or any other living creatures,
- refuse and other waste materials (including animal and toxic/hazardous waste materials),
- food and other perishable goods (subject to decay) unless securely packed so that they are protected and do not attract vermin or cause any other form of nuisance,
- firearms, explosives, weapons or ammunition,
- any illegal substances such as drugs, illegal items or goods illegally obtained such as smuggled or stolen goods, etc.
- chemicals, radioactive materials, biological agents,
- asbestos and/or processed asbestos,
- (artificial) fertilizer,
- gas bottles or any other compressed gases and/or batteries,
- fireworks,
- car and/or motorcycle wrecks ; the storage of (vintage) cars and/or motorcycles that are not wrecks is allowed with the understanding that under the car and/or motorcycle a Shurgard-approved protective tray or mat is provided to prevent leaking oil impacting on the environment and the presence of fuel in any fuel tanks must be kept to a minimum ; the cars furthermore need a separate fully adequate insurance cover to be maintained by the Customer at all times, since cars and motorcycles are not covered under the customer goods insurance,
- combustible or flammable materials or liquids including diesel and petrol (with the exception of the minimum allowed as mentioned above for cars and motorcycles);
- any other toxic, flammable or hazardous substances or preparations that are classified as such under any applicable law or local regulations such as:
 - explosive substances and preparations such as spray cans including air-fresheners, hair lacquer, car paint, varnish and car windscreen defroster; sprays and (liquid) gases such as LPG, hydrogen, acetylene, propane gas and butane;
 - oxidising substances and preparations such as hydrogen and other peroxides, chlorates, strong saltpetre and perchloric acids;
 - (highly) flammable substances and preparations such as petroleum, benzene, burning alcohol or methyl alcohol, turpentine, white spirit, acetone, paint, windscreen defroster, air-freshener, close-contact adhesive and neoprene adhesive;
 - (highly) toxic substances and preparations such as methyl alcohol, stain removers, pesticides;
 - harmful substances and preparations such as cleaning products, paint thinners, wood preservation products, paint removers;
 - caustic substances and preparations such as unblocking agents for pipes, decalcifying products, caustic soda, strong acids, caustic products such as oven and toilet cleaners;
 - irritants and preparations;
 - sensitizing substances and preparations;
 - carcinogenic substances and preparations;
 - mutagenic substances and preparations;
 - substances and preparations toxic to reproduction;
 - substances and preparations that are dangerous to the environment such as CFCs, PCBs and PCTs; pesticides and heavy metals such as mercury in thermometers, cadmium and zinc from batteries, lead and copper;
 - pesticides and herbicides

Most toxic, flammable or hazardous substances can be recognised by the symbols below:



Explosive / risk of explosion



Oxidising, facilitates the ignition of another product



Toxic, dangerous product that can be deadly



Xn/Xi Harmful/irritant, harmful or irritant (including genetically harmful substances)



Caustic/corrosive, affects the skin or materials



Environmentally dangerous, a danger to the environment



Flammable, flammable product

2.10 If the Customer acts in violation of articles 2.8 and/or 2.9, Customer shall indemnify Shurgard for any damage Shurgard may suffer as a result and the Customer may be exposed to criminal prosecution. Please note that Shurgard will

not inspect or verify the Goods and their compliance with the terms of this Agreement.

- 2.11 In the event that Customer is suspected of being in violation of this Agreement, in particular the clause 2 hereof, Shurgard has the right but not the obligation to notify the competent authorities and allow these to access the Storage Unit for verification purposes all at the Customers' expense. Shurgard may, but is not obliged, to notify the Customer hereof.

Article 3. Term of the Storage Agreement

Unless otherwise agreed under the special conditions, a Storage Agreement is concluded for an initial minimum period of 1 month. After this initial minimum 1 month period, the contract will continue for an indefinite period and can be cancelled any time in writing by either party at will, by giving a minimum written notice of 15 days.

Article 4. Storage charges and late payment

- 4.1 All storage charges and fees will be invoiced per calendar month together with any VAT payable (where applicable).
Upon signing the Agreement, the Customer must
- (i) pay the first invoice at signature comprising all storage charges, service fees and costs related to the 1st month of storage
 - (ii) purchase a unique secure cylinder lock (unless Customer already purchased a lock at Shurgard) and
 - (iii) pay a one-off registration fee (only for new customers). In the event that the actual move-in date commences after the 15th day of a month, Customer will also always have to pay the storage charges, service fees and costs for the following calendar month.
- 4.2 The storage charge (excluding any applicable taxes) will remain unchanged for the first six (6) months of the Agreement. After that period, Shurgard reserves the right to periodically review the charges and fees. Reviewed charges and fees are applicable 30 days after written notice is provided by Shurgard.
At the moment the Agreement is signed, Shurgard can request Customer to also pay a deposit at least equivalent to one month's rental charge as a guarantee for correct compliance with the Agreement. Shurgard may recover all unpaid charges, fees and costs resulting from non-compliance from the deposit sum without being obliged to do so. If Shurgard considers it necessary to draw upon the deposit, the Customer must then immediately supplement the deposit to the sum for which it was originally provided. No interest is paid on any deposit paid.
- 4.3 Customer undertakes to pay the monthly charges and fees in advance, before the first day of each month.
- 4.4 Customer acknowledges and agrees that in the event of contract modification or contract cancellation prior to move-in, Customer will owe to Shurgard an amount equal to 15 days of the due storage charges and fees. The remainder of the storage charges and fees paid upon the signature of this agreement shall be refunded by Shurgard as soon as possible. However, any such refund will never happen by means of cash. Paid insurance fees will not be refunded.
- 4.5 Shurgard may, at its own discretion, proceed with the paper or electronic invoicing of the monthly storage charges and fees (using the email address specified by the Customer in case of electronic invoicing). If Customer insists on getting paper invoices through the Post, Shurgard will charge a monthly fee for this service provided.
In addition Customer accepts e-mail as a proper and sufficient method of communication between the Customer and Shurgard, for all purposes.
- 4.6 If the payment of the monthly storage charge and fees is not received in full on the due date, Shurgard may deny Customer access to the Storage Unit until such time that the total outstanding balance is settled. Shurgard may also charge an administrative fee of 20 GBP after the 1st reminder notice and an administrative fee of 50 GBP after each subsequent reminder notice.
- 4.7 If any storage charge or fee due under this Agreement is not paid within 30 days of the due date Shurgard will be entitled to the following additional rights:
- (a) to break the existing lock on the Storage Unit and install a new one,
 - (b) to remove the Goods from the Storage Unit to such alternative storage facilities as Shurgard may decide without incurring any liability for loss or damage arising by virtue of such removal,
 - (c) to charge the Customer the full costs of removal of the Goods from the Storage Unit and storage costs elsewhere together with any repeated cost thereof should Shurgard require that the Goods be moved at any time thereafter,
 - (d) to terminate the Customer's right to use a Storage Unit and to charge in the mean time a monthly occupancy fee for an amount equal to the monthly storage charge and to treat the Goods as abandoned.
- 4.8 If any storage charge or fee due under this Agreement is not paid within 90 days of the due date Shurgard will furthermore be entitled to sell, destroy or otherwise dispose of such Goods. The proceeds of any sale in accordance with clause 4.8 may be retained by Shurgard and applied to discharge any expenses incurred by Shurgard in exercising Shurgard's rights under this clause and any further sums owing to Shurgard under this Agreement. The balance of the proceeds will then be refunded to the Customer (or to a relevant insolvency practitioner in the case of the insolvency of the Customer) ; to the extent that the Customer cannot be located or fails to collect the balance of the proceeds such proceeds will be held on behalf of the Customer by Shurgard. Nothing in this clause shall prejudice Shurgard's entitlement to payment of storage charges or any other sums due to

Shurgard hereunder whether or not Shurgard has chosen to exercise any or all of its rights as set out above.

- 4.9 Customer agrees that all the Goods in the Storage Unit shall be security for Shurgard's entitlement to payment of the storage charges, fee's and any other sums due to Shurgard, to the effect that access to the Goods in the Storage Unit may be denied until such time as full payment is obtained. Customer also accepts that this security may lead to a loss of the ownership of the Goods in the Storage Unit.

Article 5. Safety Notices

- 5.1 **Entering and leaving the storage facility**
Customers are provided with a personal access code to the Shurgard storage facility, which code needs to be used every time the Customer wants to access the Storage Unit.
Shurgard does not permit the following of another customer / vehicle inside or outside the storage facility without having entered the personal access code.
The Customer needs to assure that the doors and the gates are closed after entering or leaving.
An access code is strictly personal and may under no circumstances be used by third parties. In the event that a Customer wants to give third parties access to the Storage Unit, Customer has to obtain specific access codes for that purpose. Customer is responsible for the third parties to whom additional access codes have been issued.
Should a Customer forget the personal access code a new code can be obtained from the Shurgard store personnel. For safety reasons personal codes are not provided by telephone, email or SMS.
Unless agreed otherwise, the Storage Unit is accessible to the Customer during the hours and days as advertised at the office of your Shurgard site. Access outside these agreed hours is not allowed.
Any move-in into new Storage Units can only happen during office hours with the help and under the supervision of the store personnel.
If Shurgard and Client agree that the Storage Unit is accessible outside of the advertised opening hours a monthly fee will be charged by Shurgard for this service provided.
Shurgard is not responsible for any temporary technical failure, snow, hindrance, etc. preventing the Customer from entering and leaving of the Storage Unit and the use of an elevator.
- 5.2 **Customer access to the Storage Unit**
Each Storage unit is secured with a purpose-built locking system allowing insertion of a personal cylinder lock or padlock. Shurgard does not have keys to access the Storage units.
A Customer is solely responsible for the correct locking of the Storage unit using the personal cylinder lock or padlock. Fitting a second lock is not allowed.
- 5.3 **Emergency / Fire Procedure**
Each Customer is responsible for familiarizing themselves with the Emergency, Safety and Fire and Escape routes and procedures. Emergency exits are situated throughout the building and are clearly marked. A Customer may never block these emergency exits with Goods and must leave them clear at all times. The Customer may only use the emergency exits in the event of situations needing emergency evacuation such as fire or power loss. In the event of abuse, Shurgard will recover from the abusing Customer all costs involved.
- 5.4 **Inside the Storage Facility**
The speed limit for motorized vehicles is at all times the lower of
- (a) a safe speed or
 - (b) 15 km/h or 10 mph. Parking is only allowed in the designated areas. Road traffic regulations are applicable inside the storage facility.
Smoking is strictly prohibited anywhere on the storage facility.
The use of trolley's, motor vehicles, elevators or any equipment provided by Shurgard shall always be for the sole risk of the Customer. Customer needs to assure that none of these are operated or occupied by children. Children may not be left unattended anywhere in the storage facility.
The Customer may not store Goods to the effect that the maximum load capacity of the floor is exceeded. The Customer is responsible to ascertain compliance herewith and needs to discuss the maximum load capacity with the store personnel.
Goods in the Storage unit must always be stacked in a safe way, without exercising pressure on the walls. Shurgard is not responsible and declines any liability for injury or damage caused by or to the Goods.
Shurgard shall be under no obligation to receive Goods for a Customer.

Article 6. Storage Unit and availability of the Storage Unit

- 6.1 At the later of
- (i) the start of the Agreement and
 - (ii) the actual move-in date, the Storage Unit is provided by Shurgard and accepted by the Customer, in a good state without defects and clean.
- 6.2 Shurgard always has the right, at no extra charge to the Customer, to provide the Customer a different Storage Unit of a similar or bigger size.
- 6.3 If no Storage Unit of the agreed size is available on the agreed move-in date, Shurgard has the option
- (i) to provide the Customer with another Storage Unit, which meets the Customers' requirements or

(ii) suspend the Agreement until a Storage unit of the agreed size becomes available. In the latter event the Customer's obligations by virtue of the storage agreement are suspended until the Storage Unit is made available to him and the Customer owes no charges up to the date on which a Storage Unit can be made available. In addition, as the sole remedy to the Customer, the Customer has the right to terminate the Agreement against full refund of the storage charges and fees paid. Shurgard is not liable for damage occurring to the Customer as a result of any delay in availability.

6.4 The Customer shall not be entitled to exclusive possession of any Storage Unit. Shurgard shall be entitled at any time to specify an alternative Storage Unit and may, subject to providing the Customer with at least 14 days advance notice require that the Customer move the Goods to such alternative Storage Unit.

Article 7. Prohibition of sharing and assignment

7.1 The Customer may not share the Storage Unit in full or in part.

7.2 The benefit of this Agreement is personal and Customer shall not be capable of assignment to any third party without the prior written approval of Shurgard. The right to occupy the Storage Unit can only be exercised by the Customer.

Article 8. Liability and exclusion of liability

8.1 **The storage of the Goods in the Storage Unit is and remains always at the sole risk of the Customer. Shurgard shall not be liable for any damage to the Goods whatsoever nor shall Shurgard be liable for any property damage or for any economic loss of the Customer.**

Shurgard provides no warranty to the Customer with regard to supervision of the storage facility or the Storage Unit or with regard to the security of the storage facility.

Shurgard shall take no step to check the Goods, verify that the Goods are suitable for storage in a Storage Unit or ensure that the Goods comply with relevant regulations or the terms and restrictions of this Agreement and Shurgard accepts no liability for any loss suffered by the Customer in the event that the storage of the Goods in the Storage Unit is inappropriate, unsafe or illegal.

8.2 **Shurgard will always permit inspections or controls by the local, regulatory or criminal justice bodies or authorities in or on the Storage Unit when requested to do so and will not inform the Customer nor verify the rights of inspection.** Shurgard shall not be liable for the consequences of any such inspection or control including (without limitation) any damage to the Goods and/or locks and fittings. The Customer is liable at all times with respect to Shurgard for any damage Shurgard could suffer as a result of these controls and inspections.

8.3 Customer shall indemnify Shurgard on a continuing basis against costs, claims, liabilities, damages or expenses which Shurgard suffers or incurs in connection with the use by the Customer of the Storage Unit including without limit any claims made by any third party or authority in connection with the misuse of a Storage Unit by the Customer.

8.4 Shurgard is not liable for indirect (or consequential) losses of the Customer including lost bargain, lost profit, lost opportunity, loss of anticipated savings or lost reputation or for any damage as a result of the activities of other Customers or of hindrances in the use of the Storage Unit caused by third parties.

8.5 Nothing in this agreement shall limit or exclude Shurgard's liability for death or personal injury arising as a result of Shurgard's negligence. For the remainder, Shurgard's liability will always be limited to the charges and fees payable by Customer under this Agreement.

8.6 The Customer agrees that given

- (a) the availability of insurance to protect the value of the Goods,
- (b) the fact that Shurgard has taken no steps to verify the Customer's usage of the Storage Unit,
- (c) the fact that Shurgard has no means of evaluating the Customer's risk, and
- (d) the potentially large difference between the charges and fees paid by Customer to Shurgard and the damage which the Customer may suffer, the exclusions and limitations of liability in this article 8 are fair and reasonable.

Article 9. Duty to insure

During the entire term of the Agreement the Customers shall insure the Goods for losses and damages under an all-risks insurance up to a level selected by the Customer but sufficient to cover the full value of the Goods. Failure to do so will mean that in the event of loss of the Goods due to any cause (including gross negligence of Shurgard) the loss shall be for the risk and account of the Customer.

In case such insurance is not subscribed through Shurgard, Customer agrees to obtain such insurance with a reputable insurance company. Such insurance must include a clause for the benefit of Shurgard under which all rights of recourse towards Shurgard, Shurgard's insurers and co-contractors are waived by the insurer. In addition, Customer shall be under the obligation to provide a certificate of evidence of his/her insurance at the time of concluding the Agreement. As long as such certificate has not been delivered, Customer must subscribe an all-risks insurance policy through Shurgard.

Customer will always hold Shurgard, Shurgard's insurers and co-contractors harmless and indemnified from any claims by the Customer's insurers for recourse against Shurgard.

Article 10. Maintenance and repairs

10.1 Shurgard may proceed at all times onto or into the Storage Unit to carry out (have carried out) activities and investigations for the purposes of maintenance, repair, redevelopment, repartitioning and renewal, including the installation of extra facilities.

10.2 Renovation and/or maintenance activities on the Storage Unit by Shurgard do not constitute any default by Shurgard, even if such renovation and/or the maintenance activities (temporarily) prevent or limit the use of the Storage Unit or entail access to the Storage Unit by Shurgard. The Customer must permit Shurgard the opportunity to carry out maintenance activities and the renovation on the Storage Unit and the Customer shall not be entitled to a reduced rental cost, the reduction of other payment obligations, the whole or partial dissolution of the agreement and/or any entitlement to damages as a result of such maintenance activities or renovation.

10.3 Customer will take all necessary measures to prevent causing damage to the Storage Unit and to the property of third parties. In the event of damage to any third party or Shurgard property, Shurgard is at all times entitled to conduct repairs at the expense of Customer. Customer agrees to the payment of any invoices for such repairs within seven (7) days of Shurgard sending such invoice.

10.4 In the event that Shurgard needs access to the Storage Unit for the purposes stated above, which requires access or vacation of a Storage Unit, Shurgard will, if time and the urgency permits, inform the Customer hereof and will request the Customer to move the Goods to another Storage Unit within a reasonable period of time. Failure to do so entitles Shurgard to access the Storage Unit and move the Goods in the Storage Unit by itself to another Storage Unit with due care but at the risk of the Customer.

Article 11. Shurgard and third party access

11.1 In the event of an emergency, Shurgard and its employees are entitled to enter the Storage Unit (without permission and warning to the Customer), if necessary by means of forced entry. The emergencies include any maintenance, repairs and renewal and any sudden occurrence of any situation necessitating urgent entry.

11.2 Furthermore, in the event that any local, national, regulatory or criminal justice body or authority requires access to any Storage Unit, Shurgard shall be entitled to grant itself and these authorities, at any moment, access to the Storage Unit.

11.3 Shurgard and its employees also have the right to remove the locks, enter the Storage Unit without permission and deny Customer access to the Storage Unit in the event that the Customer fails to comply with the terms of this Agreement or if Shurgard suspects that the Customer is not complying herewith. In particular, Shurgard has the right to deny Customer access to the Storage Unit and enter the Storage Unit in the event of late or non-payment of charges and fees due.

11.4 After entering the Storage Unit in accordance with this article 11, Shurgard has the right (but not an obligation) to make an inventory of the Goods.

11.5 Shurgard is under no obligation to verify the access rights of any person to a Storage Unit, including those of any local, national, regulatory or criminal justice body or authority. Shurgard accepts no liability for providing access to the Storage Unit to third parties.

Article 12. Non compliance with the Agreement and Termination

12.1 In the event that the Customer:

- (a) does not comply with any obligation imposed under law, local or national regulations or customs; or
- (b) fails to comply with the terms of this Agreement (including any failure to make payment of charges and fees due); or
- (c) is subject to any Insolvency Event (as set out in Article 12.2), then Shurgard has the right to terminate the Agreement at any time without notice and without prejudice to any of its rights and remedies and shall be entitled to payment of all losses, charges, fees and all other sums due hereunder.

12.2 The 'Insolvency Events' referred to in clause 12.1 are as follows:

- (a) in relation to a company or corporate entity, that entity:
 - (i) being unable to pay its debts or having no reasonable prospect of being able to pay them;
 - (ii) entering into liquidation;
 - (iii) passing a resolution for a creditors winding up;
 - (iv) entering into a composition in satisfaction of its debts or a scheme of arrangement with its creditors;
 - (v) suffering an application for an administration order in respect of it; or
 - (vi) suffering the appointment of an administrator, receiver or administrative receiver;
 - (vii) suffering any event or circumstance in any jurisdiction similar to those set out in article 12.2 (a) (i) – (vi) inclusive.
- (b) in relation to a natural person, that person:
 - (i) being unable to pay his debts or having no reasonable prospect of being able to pay them;
 - (ii) having a bankruptcy petition presented against him;
 - (iii) entering into a composition in satisfaction of his debts or a scheme of arrangement of his affairs;
 - (iv) suffering the appointment of a receiver or interim receiver;
 - (v) suffering any event or circumstance in any jurisdiction similar to those set out in article 12.2 (b) (i) – (iv) inclusive

- 12.3 In the event of termination of this Agreement the Customer will be informed and must collect the Goods within 14 days of such notification. If the Customer fails to collect the Goods then Shurgard may exercise any of the rights set out in article 4.8 including the right to sell or dispose of the Goods.
- 12.4 The Customer shall reimburse to Shurgard all actually incurred costs of Shurgard in connection with debt collection and enforcement of the Agreement, with a minimum of 200 GBP for amounts up to 800 GBP to be increased with 80 GBP for each multiple of 400 GBP over and above 800 GBP.

- (i) listed on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control in the United States Department of the Treasury, or in any other anti-money laundering legislation, regulation or order administered by the Office of Foreign Assets Control in the United States Department of the Treasury, or
- (ii) prohibited from entering this agreement by Executive Order 13224, the USA Patriot Act, the Trading with the Enemy Act or the foreign asset control regulations of the United States Treasury Department.

Article 13. End of the Agreement

- 13.1 At the end of the Agreement, Customer must return the Storage Unit to Shurgard clean, tidy and unlocked and in the same condition as at the commencement date of the Agreement (normal wear and tear is taken into account) and, if in default thereof, shall reimburse Shurgard the costs expended by Shurgard in making good any damage caused by Customer.
- 13.2 Customer must remove all Goods in the Storage Unit.
- 13.3 All Goods left behind by the Customer after the ending of the Agreement will be considered as either transferred by the Customer to Shurgard or abandoned by the Customer (*res derelicta*) as decided by Shurgard. The goods and items will be removed at the expense of the Customer (with a minimum of 50 GBP/m³). Customer remains fully liable for all costs and damage resulting from leaving the Goods. Shurgard is hereby granted full authority by Customer to sell Customer's Goods.

Article 14. Notices, change of address

- 14.1 From the start date of the Agreement, Shurgard may, at its own discretion, issue any notice or communication to the Customer either by post (at the address indicated in the Agreement) or by email or other electronic means (at the email or other electronic address provided by the Customer).
- 14.2 The Customer must inform Shurgard in writing of a change of its postal or electronic address and telephone number prior to any such change taking effect.

Article 15. Privacy

- 15.1 The Customer's data provided to Shurgard will be included in Shurgard's data files and are Shurgard's property.
- 15.2 Customer's data will be maintained and processed in conformity with prevailing standards.
- 15.3 Customer has the right to inspect Customer's data in Shurgard's data files, and may request the correction of the information.
- 15.4 The Customer's data will be used for customer administration, communication, market studies and for (paper and/or electronic) personalized information and/or promotional campaigns concerning Shurgard's products and/or services.
- 15.5 To optimise the service to Shurgard's customers, telephone conversations between Shurgard and its customers may be recorded.

Article 16. Applicable law and competent court

- 16.1 The Courts where the Storage Unit is established have jurisdiction to settle any disputes that may arise out of or in connection with this Agreement, without prejudice to the right of Shurgard to bring suit at another Court which has jurisdiction under the applicable law.
- 16.2 The laws of the country or area where the Storage Unit is located are exclusively applicable to this agreement.

Article 17. General

- 17.1 If a part of the Agreement is null and void or subject to annulment, the validity of all and any other part of the Agreement remains unaffected. Any void or annulled clause will be replaced by a valid clause that will most closely correspond to the clause previously agreed by the parties before the parties became aware of such nullity or nullification.
- 17.2 Customer understands and accepts these general terms and conditions of storage and the Customer accepts that these terms are available to the Customer in print and in an on-line manner on Shurgard's website. Shurgard has the right to modify these general terms and conditions of storage (Customer will be informed on any changes before implementation via mail, email or the Shurgard website). Modified general terms and conditions are applicable 30 days after notice is received from Shurgard or website posted. Customer is considered to be in agreement with any such changes if the Customer has not informed Shurgard in writing within the stated 30 days period. In the event of a proposed change to the general terms and conditions, Customer is entitled to end the Agreement as of the commencement date of the amended general terms and conditions (taking however into account a minimum notice period of 15 days).
- 17.3 Where two or more customers constitute the Customer, all obligations shall be joint and several.
- 17.4 US Patriot Act - Customer represents and warrants that he is not, is not owned or under the control of a person or entity that is, and is not located or operating in any country that is



The Licensing Authority
Fifth Floor
Brent Civic Centre
Engineers Way
Wembley
HA9 0FJ

Your ref: licence application 11111
Our ref: 01QK/86/18/965

**Brent Borough
Licensing Department**

Wembley Police Station
603 Harrow Road
Wembley
HA0 2HH
Tel: 020 8733 3206

Email:
Gary.L.R.Norton@met.police.uk

www.met.police.uk

Date 13th March 2018

Police representation to the application for a new Premises Licence for 'Shurgard, Alpertown Park Royal, North Circular Road, NW10 7QS (unit number 5407)'

I certify that I have considered the application and I wish to make representations that the likely effect of the grant of the application is detrimental to the Council's Licensing Objectives for the reasons indicated below.

Officer: Gary Norton
Licensing Constable PC 965QK

An officer of the Metropolitan Police, in whose area the premises are situated, who is authorised for the purposes of exercising its statutory function as a 'Responsible Authority' under the Licensing Act 2003. The application has been made for a new premises licence under section 17 of the act.

The Police representations are primarily concerned with crime and disorder, public safety and protect children from harm.

These representations follow a meeting on Monday 12th March 2018 with Mr Verma in which we discussed his premises licence application. Also present at this informal meeting was PC Darren Cowley. We discussed several areas of concern, these points are summarised below.

Prevention of crime and Disorder

Mr Verma addressed how the use of CCTV would support the licensing objective of crime prevention. The text used in his **operating schedule** appeared to be stock phrases of reassurance more akin to shops, bars and pubs rather than the specific circumstances of Mr Verma's use of the storage unit. The access, maintenance and use of the CCTV is not Mr Verma's, but Shurgard's. Mr Verma stated in our meeting that Shurgard would "allow him access for £10 each time". There is no written confirmation from Shurgard that this is the case, or how CCTV requests would be dealt with efficiently to meet this licensing objective.

Mr Verma also stated in his submission that "alcohol can only be delivered to a residential or business address and not a public place." And "Drivers will not deliver to any person anywhere other than at the residential/business address given when the order was place." However, when we spoke in person, I

mentioned concerns over delivery drivers being assaulted and robbed when making deliveries. Mr Verma stated “the delivery guy won’t get out of the car, he will call the customer to come down to collect.”

Mr Verma stated his intent to have an incident book, which related to crime and disorder and incidents of fire at the premises/warehouse. However, there is no suggestion that he would record and maintain details of declined/rejected custom due to licensing legislation, such incidents as insufficient/fake i.d. or under aged persons attempting to purchase alcohol.

A more pressing concern is that Shurgard have not given permission to Mr Verma to use the unit for commercial purposes. He showed me the terms and conditions of Shurgard and my attention was drawn to the following:

2.8 The following are not permitted by the Customer:

- ▯ the Storage Unit may not be used as a workplace,
- ▯ no commercial activity may be exercised from the Storage Unit,

2.9 Customer is strictly forbidden from storing the following goods in the Storage Unit (this list is not exhaustive): combustible or flammable materials or liquids

2.10 If the Customer acts in violation of articles 2.8 and/or 2.9, Customer shall indemnify Shurgard for any damage Shurgard may suffer as a result and the Customer may be exposed to criminal prosecution.

Clearly, the unit is being used for commercial activity, as this is Mr Verma’s intended place of business. Mr Verma has tried to obtain written permission from a suitable representative of Shurgard to allow commercial activity, but to no avail. Nor has he acquired their written permission to accept the storage of bottles of spirits, which are flammable liquids. As stated in point 2.9 storing of flammable liquids is strictly forbidden. I doubt that Shurgard would offer written confirmation to accept Mr Verma that he could store such items in direct contravention of their own health and safety guidelines and fire regulations.

Point 2.10 of Shurgard’s policy suggests that if Mr Verma broke the terms and conditions in 2.8 and 2.9, **he may be criminally prosecuted**. I cannot condone or support such a business venture on this basis.

Protection of Children from Harm

Mr Verma stated in his efforts to support licensing objectives that he will adopt a challenge 21 policy. However, he then contradicts that commitment in points 4 and 7, stating if the person looked under 18yrs he would not allow the sale/delivery. Delivering alcohol generates a grey area in licensing and is hard to monitor. I asked Mr Verma what his deliveryman might do if he drives several miles at night and is confronted by someone who he has suspicions of being under age, but is offered a tip for his trouble. Mr Verma said he would be “trained and definitely wouldn’t do that, I would make sure of it.”

We discussed the training Mr Verma would provide his delivery driver with regards to responsibilities of carrying out the licensing objectives and this seemed to be “word of mouth” advice, rather than any formal training. There is an expectation on the delivery driver to confirm validity of the identification provided by the customer, as well as checking the persons age. When I asked Mr Verma if he knew how to use the UK driving licence number to confirm the date of birth of the licence holder, which would assist in checking whether the licence was genuine, he didn’t know. A lot of these identification checks would likely be taking place at night as Mr Verma stated this was when most delivery requests would be expected. Mr Verma has given no consideration to using any identification or age verification devices, which could greatly assist and support his commitment to the protection of children from harm objective.

UPDATED 26th MARCH 2018:

Following contact from Shurgard’s Area Manager, Mr Adam Merison, he explained that the company would not knowingly allow commercial activity to take place, nor allow the storage of alcoholic spirits due to fire regulations and health and safety concerns. He went on to say that if it came to light a client

was found to be operating commercial activities from a storage unit, they would be sent a 15 day notice to terminate arrangements and have to vacate the unit. Therefore, the facilities do not support Mr Verma's business objectives.

If this application were allowed to go ahead, I believe it would undermine the licensing objectives regarding public safety, crime prevention and protection of children from harm.

Yours Sincerely

Gary Norton 965QK
Licensing Constable
Brent Police

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Mr Surinder Nath Verma
(unit number 5407)
Shurgard Alperton Park Royal
North Circular Road
NW10 7QS

9 March 2018

Our Ref 11111

Dear Sir/Madam,

Licensing Representation to the Initial Application for the Premises License for (unit number 5407), Shurgard Alperton Park Royal, North Circular Road, NW10 7QS

I certify that I have considered the application shown above and I wish to make a representation that the likely effect of the grant of the application is detrimental to the Licensing Objectives for the reasons indicated below.

An officer of the Licensing Authority, in whose area the premises are situated, who is authorised for the purposes of exercising its statutory function as a 'Responsible Authority' under the Licensing Act 2003.

The application has been made for a new premises licence under section 34 of the Act.

The Licensing Authority representations are primarily concerned with the four licensing objectives;

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

I am unable to proceed with this application and would like to make the following representation.

Permission

I will require formal documentation from head office showing that you are permitted to trade from one of their units. This permission cannot be at a local level.

Shurgard terms and conditions state the following:-

- the Storage Unit may not be used as a workplace
- no commercial activity may be exercised from the Storage Unit

The above indicates that you may not be permitted to trade at the premises. I have attempted to contact the head office to verify but have had no reply.

I have attached letter, stating the same.

I look forward to hearing from you soon.

Yours faithfully



Susana Figueiredo
Licensing Inspector
Planning, Transportation & Licensing

Dear Sir/Madam,

Unfortunately I will need this in writing from the head office. I am not aware of any other business trading alcohol from a storage facility.

You do not need to be sitting in the storage unit for it to be considered both a work place and a commercial premises as you would be running a business out of there, whether it is online or not. As you and I haven't made the terms and conditions up, it would be for head office to clarify this.

I look forward to hearing from you soon.

Kind Regards

Susana Figueiredo
Licensing Enforcement Officer
Planning, Transportation & Licensing
Brent Council

www.brent.gov.uk

From: sunnyverma
Sent: 09 March 2018 13:45
To: Figueiredo, Susana
Subject: Re: CONSULT - New Premises - Mr Verma, Shurgard Alperton Park Royal, North Circular Road, NW10 7QS - App Ref: 11111

Hi Susana

Thanks for coming back to me

Storage unit can't be used as work place - as I won't be sitting there and selling alcohol and it it online sales

2nd point would like to put across as it says it may be not used as commercial purpose which is not a definite no from their side

I have called them and asked them and they said it's up to Customer whichever way they want to use and it's hard to get to touch with head office

As I am aware there are many others companies they do sell alcohol from these kind of self storages units

Can you please let me know what can be done if I am unable to get in writing

Many Thanks
Sent from my iPhone

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Mr Surinder Nath Verma
Flat 418A High Road
Wembley
Middlesex
HA9 6AH

13th March 2018

Ref: 11111

Dear Mr Surinder Nath Verma,

Licensing Representation to the Initial Application for the Premises License for Shurgard Alperton Park Royal, North Circular Road, NW10 7QS (unit number 5407)

I certify that I have considered the application shown above and I wish to make a representation to the application.

Officer: Susana Figueiredo – Licensing Inspector

An officer of the Licensing Authority, in whose area the premises are situated, who is authorised for the purposes of exercising its statutory function as a ‘Responsible Authority’ under the Licensing Act 2003.

The application has been made for a new premises licence under section 17 of the Act.

The Licensing Authority representations are primarily concerned with the four licensing objectives;

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

As a result of the new premises licence application received by the the licensing authority I would like to propose the following conditions to be added to the premises licence:

- Challenge 25 – if the driver considers the recipient of alcohol appears under 25, recognised photographic identification to be requested before any alcohol is given to the recipient.

- Alcohol shall only be delivered to a residential or business address and not to a public place.
- Deliveries shall only be made to the address where the order was first placed. This cannot be modified once the order is confirmed.
- An incident log shall be kept at the premises, and made available for inspection on request to an authorised officer of Brent Council or the Police, which will record the following:
 - (a) any complaints received
 - (b) any incidents
 - (c) any refusal of the sale of alcohol
 - (d) any visit by a relevant authority or emergency service.
- The premises (storage unit 5407) shall be kept locked at all times when not in use.
- Members of the general public must not be allowed access to the premises in order to buy, collect, browse or be supplied directly with alcohol at any time.

In order for the Licensing Team to withdraw this representation, it will be necessary for you to confirm in writing that you are willing to accept the above conditions.

Yours sincerely,



Susana Figueiredo
Licensing Inspector
Planning, Transportation, Licensing

Dear Mr Verma,

Thank you for your email and accepting the conditions.

I can now confirm that the Licensing Authority will now be withdrawing their representation based on your agreement of the attached conditions.

Dear Business Licence,

Can you please ensure the unit number is changed as per Mr Verma's request below. This includes changing the unit number in the conditions too.

Thank you

Kind Regards

Susana Figueiredo
Licensing Enforcement Officer
Planning, Transportation & Licensing
Brent Council

From: sunny verma
Sent: 13 March 2018 12:36
To: Figueiredo, Susana
Cc: Business Licence
Subject: Re: CONSULT - New Premises - Mr Verma, Shurgard Alperton Park Royal, North Circular Road, NW10 7QS - App Ref: 11111

Hi Susana

It was nice to speak with you earlier as i am willing to accept above conditions for licensing terms

As discussed can you please also amend to unit 5407 to Unit 5405.

Looking forward to hear from you

Many Thanks
Sunny Verma

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Hi Gary,

As per the conversation at my desk, I said:-

‘The legal team at Brent have advised the Licensing Authority that there is no requirement for a representation in terms of permission, **IF** I believe that it doesn’t impact on the licensing objectives and therefore would be a matter between Mr Verma and Shurghard.’

As my concerns were related to a fire breaking out and the fire brigade are also a responsible authority, they would be able to respond regarding this. Since then the fire brigade have said they have no representation to make regarding this.

I have attached confirmation from them.

I hope this helps

Susana

From: Gary.L.R.Norton
Sent: 21 March 2018 10:52
To: Figueiredo, Susana
Subject: Shurgard unit licence application ref 11077

Hi,

I understand that the council had representations in regarding this application. I was contacted by Mr Verma’s representative Stewart Gibson by email which stated “The legal team at Brent have advised the officers that there is no need for an objection on the terms of the lease, as this is a matter for Mr. Verma, and doesn’t impact on the licensing objectives”

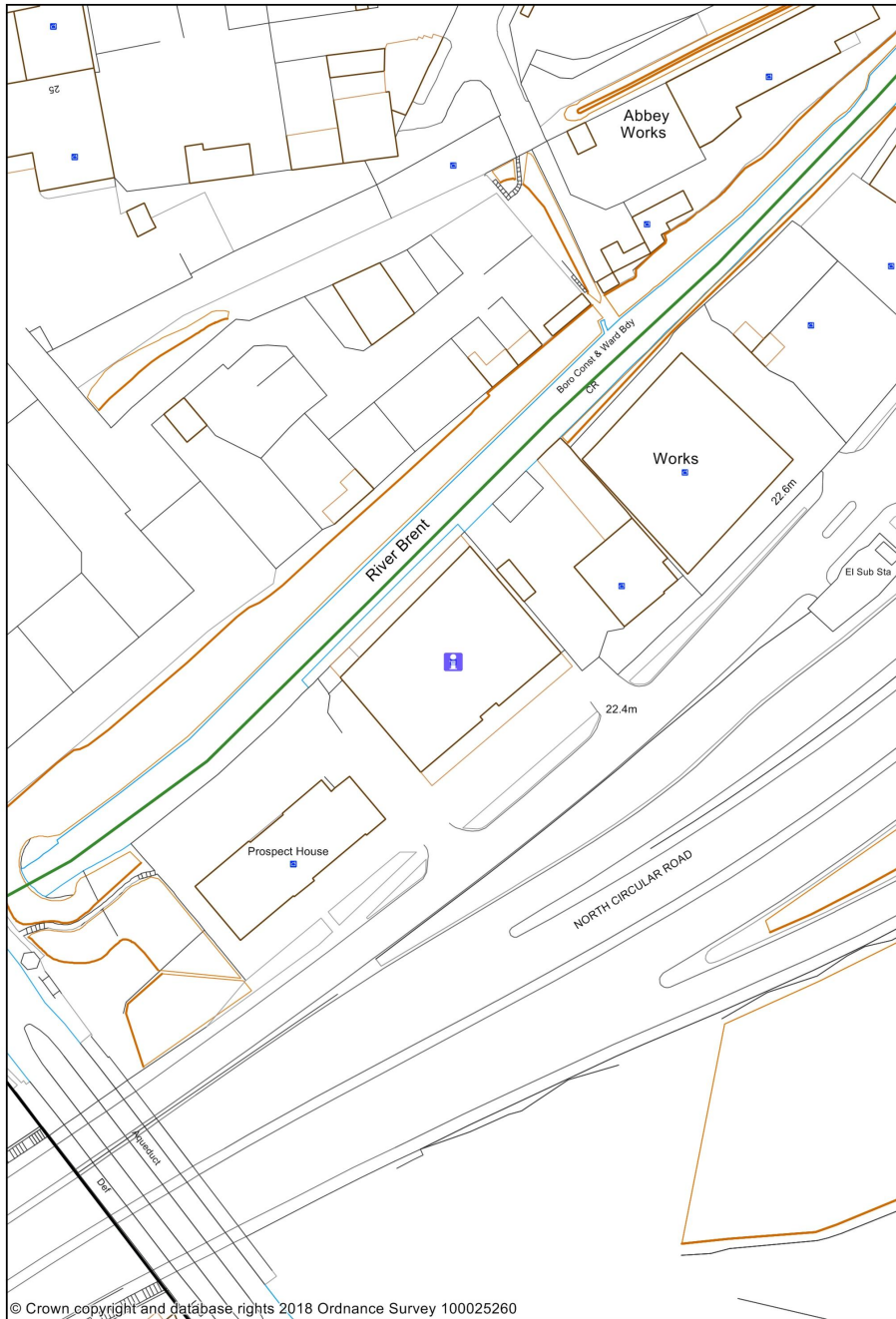
Can you confirm this is the case?

Regards

PC Gary Norton 965QK
Brent Licensing Team

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Shurgard Alperton Park Royal, North Circular Road NW10



1:1250

0 0.02 0.04 kilometres



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