



Alcohol and Entertainment Licensing Sub-Committee

Friday 17 January 2020 at 10.00 am

Board Room 5 - Brent Civic Centre, Engineers Way,
Wembley HA9 0FJ

Membership:

Members

Councillors:

Ahmed (Chair)
Long
Kennelly

Substitute Members

Councillors:

Chohan, Hector, Kennelly, McLeish, Mitchell Murray,
Maurice, RS Patel and Vacancy

For further information contact: Devbai Bhanji, Governance Assistant
Tel: 020 8937 6841; Email: 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:

www.brent.gov.uk/committees

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 significant enough to affect your judgement of a public interest and either it affects a financial position or relates to a regulatory matter then 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 of 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 or trade union).
- (b) The interests 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 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 is the subject of a registrable personal interest.

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 or personal interests in the items on this agenda and to specify the item(s) to which they relate.
3	Application for a Variation to a Premises Licence by Keseven Prathipkumar for the premises known as Taste of Ceylon, 32 Ealing Road, Wembley, HA0 4TL, pursuant to the provisions of the Licensing Act 2003 1 - 60

Date of the next meeting: Monday 27 January 2020



- Please remember to **SWITCH OFF** your mobile phone 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 a Variation to a Premises Licence

1. The Application

Name of Applicant:	Keseven Prathipkumar
Name & Address of Premises:	Taste of Ceylon, 32 Ealing Road, Wembley, HA0 4TL
Applicants Agent:	Licensing Services Agency – Debra Sylvester

The application is to vary the licence as follows:

1. Change of premises layout

Removal of condition 9 – to allow the rear of the premises to be used for the consumption of alcohol without the purchase of food if customers require (no vertical drinking)

Change of name from Zanzibar Corner to Taste of Ceylon

2. Background

The application was previously scheduled to be heard on 4 December 2019 but was adjourned to 17 January 2020 due to a lack of liaison from the agent/applicant to the responsible authorities representations.

3. Promotion of the Licensing Objectives

See page 16 of the application.

4. Relevant Representations

Representations remain outstanding from the Licensing Authority and the Police. Representations have been withdrawn from the Public Safety Officer.

5. Interested Parties

None

6. Policy Considerations

Policy 1 – Process for Applications

Conditions on the licence, additional to those voluntarily sought/agreed by the applicant, may be considered. Conditions will focus on matters which are within the control of individual licensee and which relate to the premises or areas being used for licensable activities, the potential impact of the resulting activities in the vicinity. If situations arise where the licensing objectives may be undermined but cannot be dealt with by the use of appropriate conditions the Licensing Authority will consider whether it is appropriate for a licence to be granted or continue to operate.

'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. Licensing Representation
- C. Police Representation
- D. Public Safety Rep & withdrawal
- E. Current Licence
- F. OS Map

Application to vary a premises licence 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 Kaseven Prathipkumar

(insert name(s) of applicant)

being the premises licence holder, apply to vary a premises licence under section 34 of the Licensing Act 2003 for the premises described in Part 1 below

Premises licence number
223662712

Part 1 – Premises Details

Postal address of premises or, if none, ordnance survey map reference or description
Taste of Ceylon
32 Baling Road

Post town Wembley

Postcode HA0 4TL

Telephone number at premises (if any) 0208 091 8964

Non-domestic rateable value of premises £32750

Part 2 – Applicant details

Daytime contact
telephone number

E-mail address (optional)

Current postal address if
different from premises
address

Post town London

Postcode

Part 3 - Variation

Please tick as appropriate

Do you want the proposed variation to have effect as soon as possible?

☒ Yes

☐
No

If not, from what date do you want the variation to take effect?

DD		MM		YYYY			

Do you want the proposed variation to have effect in relation to the introduction of the late night levy? (Please see guidance note 1) ☐ Yes ☒ No

Please describe briefly the nature of the proposed variation (Please see guidance note 2)

Change of premises layout (see new plan)

Removal of condition 9 to allow the rear of the premises to be used for the consumption of alcohol without the purchase of food if customers require (no vertical drinking)

Change of name from Zanzibar Corner to Taste of Ceylon

If your proposed variation would mean that 5,000 or more people are expected to attend the premises at any one time, please state the number expected to attend:

--

Part 4 Operating Schedule

Please complete those parts of the Operating Schedule below which would be subject to change if this application to vary is successful.

Provision of regulated entertainment (Please see guidance note 3) Please tick all that apply

- 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) ☐

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

In all cases complete boxes K, L and M

A

Plays Standard days and timings (please read guidance note 8)			Will the performance of a play take place indoors or outdoors or both – please tick (please read guidance note 4)	Indoors	<input type="checkbox"/>
				Outdoors	<input type="checkbox"/>
				Both	<input type="checkbox"/>
Day	Start	Finish			
Mon			<u>Please give further details here</u> (please read guidance note 5)		
Tue					
Wed			<u>State any seasonal variations for performing plays</u> (please read guidance note 6)		
Thur					
Fri			<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 7)		
Sat					
Sun					

J

Supply of alcohol Standard days and timings (please read guidance note 8)			Will the supply of alcohol be for consumption – please tick (please read guidance note 9)		On the premises	<input checked="" type="checkbox"/>
					Off the premises	<input type="checkbox"/>
					Both	<input type="checkbox"/>
Day	Start	Finish	State any seasonal variations for the supply of alcohol (please read guidance note 6) None.			
Mon	10:00	02:00				
Tue	10:00	02:00				
Wed	10:00	02:00				
Thur	10:00	02:00				
			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 7) None			
Fri	10:00	02:00				
Sat	10:00	02:00				
Sun	10:00	02:00				

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 10).

None except for the sale of alcohol

L

Hours premises are open to the public Standard days and timings (please read guidance note 8)			State any seasonal variations (please read guidance note 6) None
Day	Start	Finish	Non standard timings. Where you intend the premises to be open to the public at different times from those listed in the column on the left, please list (please read guidance note 7) None
Mon	06:00	02:00	
Tue	06:00	02:00	
Wed	06:00	02:00	
Thur	06:00	02:00	
Fri	06:00	02:00	
Sat	06:00	02:00	
Sun	06:00	02:00	

Please identify those conditions currently imposed on the licence which you believe could be removed as a consequence of the proposed variation you are seeking.

Condition 9

Please tick as appropriate

- I have enclosed the premises licence
- I have enclosed the relevant part of the premises licence

x

☐

If you have not ticked one of these boxes, please fill in reasons for not including the licence or part of it below

Reasons why I have not enclosed the premises licence or relevant part of premises licence.

M Describe any additional steps you intend to take to promote the four licensing objectives as a result of the proposed variation:

a) General – all four licensing objectives (b, c, d and e) (please read guidance note 11)

All conditions currently on the existing licence

b) The prevention of crime and disorder

All conditions currently on the existing licence

c) Public safety

All conditions currently on the existing licence

d) The prevention of public nuisance

All conditions currently on the existing licence

e) The protection of children from harm

All conditions currently on the existing licence

Checklist:

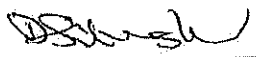
Please tick to indicate agreement

- I have made or enclosed payment of the fee; or x
- I have not made or enclosed payment of the fee because this application has been made in relation to the introduction of the late night levy. ☐
- I have sent copies of this application and the plan to responsible authorities and others where applicable. ☐
- I understand that I must now advertise my application. x
- I have enclosed the premises licence or relevant part of it or explanation. x
- I understand that if I do not comply with the above requirements my application will be rejected. x

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.

Part 5 – Signatures (please read guidance note 12)

Signature of applicant (the current premises licence holder) or applicant's solicitor or other duly authorised agent (please read guidance note 13). If signing on behalf of the applicant, please state in what capacity.

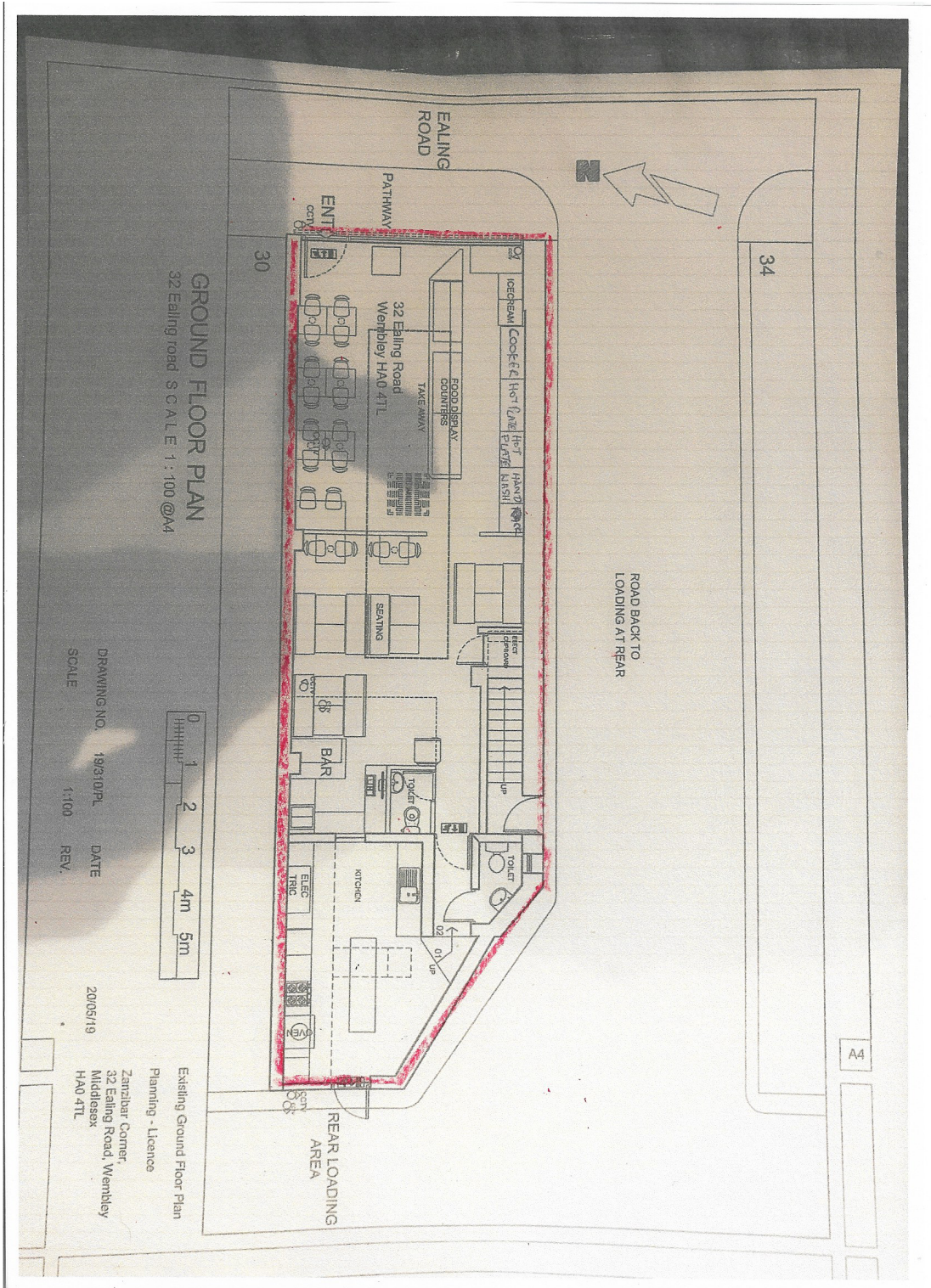
Signature	
Date	12.9.2019
Capacity	Agent

Where the premises licence is jointly held, signature of 2nd applicant (the current premises licence holder) or 2nd applicant's solicitor or other authorised agent (please read guidance note 14). If signing on behalf of the applicant, please state in what capacity.

Signature	
Date	
Capacity	

Contact name (where not previously given) and address for correspondence associated with this application (please read guidance note 15)
Licensing Services Agency
16 Bengeo Street

Post town	Hertford	Post code	SG14 3ES
Telephone number (if any)	01992 584959/07931 484635		
If you would prefer us to correspond with you by e-mail, your e-mail address (optional) licensing-services-agency@ntlworld.com			



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Taste of Ceylon
32 Ealing Road
Wembley
HA0 4TL

16 September 2019

**Licensing Representation to the Application for a new Premises Licence for Taste of Ceylon,
32 Ealing Road, Wembley, HA0 4TL**

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

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 variation to an existing 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.

Plan

Unfortunately the plan does not reflect what I visibly saw when I visited the premises. The section on the plan labelled 'icecream', also consisted of a full hob which indicates that the front is also used as a kitchen. This will need to be labelled on the plan if this is the case.

Business Ownership

During my inspection I spoke with a male, who stated he is the owner of the business at the front of the premises. He was quite clear that his business is completely separate to the bar area located in the middle section of the plan layout. The patrons for this application would therefore be walking through another business in order to get to the bar area. Can you clarify.

Further Information

- The application suggests that the applicant is applying for supply of alcohol until 02.00hrs but this permission already exists on the premises licence. Please clarify.

- There is currently no difference in time between the end of licensable activities and the closing of the premises. The Licensing Authority would require a 30 minute period between both.
- The application requests: - 'Removal of condition 9 to allow the rear of the premises to be used for the consumption of alcohol without the purchase of food if customers require (no vertical drinking)'. Condition 9 currently states 'The supply of alcohol for consumption on the premises shall only be to a person seated taking a table meal there and for the consumption by such a person as ancillary to their meal'. Are you stating the premises will mainly be used as a bar now and not a restaurant? When you state 'no vertical drinking', are you stating that there will be no vertical drinking or you are asking for the premises to have vertical drinking?
- Condition 8 of the premises states 'Substantial food and non-intoxicating beverages shall be available during the whole of licensed hours in all parts of the premises where intoxicants are provided'. Who will provide food for the business? What substantial food will be provided? Will this food be provided throughout all of the licensable hours?
- By removing condition 9 in relation to vertical drinking there is no indication in the application as to what the business is being changed to. Section M of the application simply asks that the current conditions on the premises licence be applied. Please clarify. The plan however does not reflect that the business is separate as it includes the area at the front and the kitchen at the rear of the premises where licensable activities will take place.
- Condition 12 states 'An acoustic lobby shall be installed to the front door to facilitate the ingress and egress of patrons when regulated entertainment is in operation'. I also note that during the initial application for a premises licence, you wrote to the noise team to state that Mr Marshall will not be carrying out any regulated entertainment, but should he, a lobbied entrance would be installed. Is this still the case? Should it still be the case and Mr Marshall then decides to have regulated entertainment, he would need to add the lobbied entrance and make a minor variation application to update the plan.

Summary

At this point I am unable to make an informed decision on this application and will therefore have to refuse it on this basis. I will need further information from the applicant in order to consider this application any further.

Yours sincerely



Susana Figueiredo
Licensing Inspector
Regulatory Services

Taste of Ceylon
32 Ealing Road
Wembley
HA0 4TL

4 October 2019

Licensing Representation to the Application for a new Premises Licence for Taste of Ceylon, 32 Ealing Road, Wembley, HA0 4TL

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

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 variation to an existing 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.

Plan

Thank you for the updated plan, this has been submitted to the business licence team.

Inspection One

I originally visited the premises on Thursday 12th September 2019. As you are aware during my inspection I spoke with a male, who stated he is the owner of the business in the front section of the premises (This is the area separated by a stud wall). He was quite clear that his business is completely separate to the bar area located in the middle section of the plan layout.

Inspection Two

I carried out a further inspection on Tuesday 1st October 2019. During this inspection I met with the licence holder Mr Kseven Prathupkumar and his wife. During the inspection I was with my colleague Chris Pearce who asked Mr Prathupkumar a number of questions in relation to: -

- risk assessments
- fire exits
- maintaining a safe premises
- the premises licence

The responses were extremely vague and Mr Prathupkumar demonstrated a lack of knowledge on how to run a business.

I then went on to ask Mr Prathupkumar questions about the premises licence variation application: -

- When asked about the age verification policy, Mr Prathupkumar had no idea what I was talking about. I then explained this literally to which he replied he would check if they were 21. Mr Prathupkumar's wife then laughed and corrected him by saying it should be 18, to which he appeared bemused. I then offered the Challenge 25 policy which is the most current being used.
- I asked what the tills were for. Mr Prathupkumar explained that the one at the front was for taking food payments and then one in the middle section was for taking alcohol payments. When asked why there were two separate tills if it was one business, Mr Prathupkumar stated that this was for account purposes.
- When asked by Mr Pearce why a stud wall is required in the premises separating the front from the middle section where alcohol is consumed, Mr Prathupkumar explained that the males that drink in the establishment need to hide the fact that they are drinking from their families and therefore require an area that is screened off.
- When asked what high strength, beers, lagers and ciders above 6% they sell in the premises, Mr Prathupkumar had no idea what I was asking and responded by saying that they only sell UK beers.
- When asked about the CCTV, Mr Prathupkumar stated that the CCTV was working but that the screen was broken. He stated the CCTV records for 30 days. The current requirement is 31 days, therefore not meeting the current requirement.
- The impression I got from Mr Prathupkumar is that he is not aware of what has been applied for on the variation application form.

Clarified Points

- The application suggests that the applicant is applying for supply of alcohol until 02.00hrs but this permission already exists on the premises licence. – *You have clarified that the premises do not wish to modify the hours on the premises licence.*
- The application requests: - 'Removal of condition 9 to allow the rear of the premises to be used for the consumption of alcohol without the purchase of food if customers require (no vertical drinking)'. Condition 9 currently states 'The supply of alcohol for consumption on the premises shall only be to a person seated taking a table meal there and for the consumption by such a person as ancillary to their meal'. Are you stating the premises will mainly be used as a bar now and not a restaurant? When you state 'no vertical drinking', are you stating that there will be no vertical drinking or you are asking for the premises to have vertical drinking? - *I have understood that your client would like to permit drinking in the middle section without the requirement to eat food.*
- By removing condition 9 in relation to vertical drinking there is no indication in the application as to what the business is being changed to. Section M of the application simply asks that the current conditions on the premises licence be applied. Please clarify. The plan however does not reflect that the business is separate as it includes the area at the front and the kitchen at the rear of the premises where licensable activities will take place. - *You have now clarified that the area at the front will only serve food. The area in the middle will serve alcohol and food if required.*

- Condition 12 states 'An acoustic lobby shall be installed to the front door to facilitate the ingress and egress of patrons when regulated entertainment is in operation'. I also note that during the initial application for a premises licence, you wrote to the noise team to state that Mr Marshall will not be carrying out any regulated entertainment, but should he, a lobbied entrance would be installed. Is this still the case? Should it still be the case and Mr Marshall then decides to have regulated entertainment, he would need to add the lobbied entrance and make a minor variation application to update the plan. – *You have confirmed that a lobby will be added if regulated entertainment is introduced.*

Points that still require clarification

- Condition 8 of the premises states 'Substantial food and non-intoxicating beverages shall be available during the whole of licensed hours in all parts of the premises where intoxicants are provided'. What substantial food will be provided? Will this food be provided throughout all of the licensable hours? - *As per my representation dated 16.09.2019 this has not been clarified.*
- There is currently no difference in time between the end of licensable activities and the closing of the premises. The Licensing Authority would require a 30 minute period between both. - *As per my representation dated 16.09.2019 this has not been clarified.*

Further Issues

Business Ownership

Despite reassurance from the applicants agent that the change from two businesses to one is legitimate, with ownership now being both Mr Prathupkumar and Mr Marshall, I still disagree that this is the case. In terms of business ownership, this would normally have no bearing on how the business is run but the fact that there are potentially two business owners, running two separate businesses with no clear premises separation, using shared services is extremely likely to undermine the licensing objectives.

Current Licence Holder

Although a licence holder does not have to be present at the business, Mr Prathupkumar has chosen to be present on a daily basis throughout the permitted hours together with Mr Marshall who will join him in the evenings.

As it stands, I have no confidence in Mr Prathupkumar running a business which includes a premises licence, specifically that he will be the person responsible at the premises on a daily basis. He appears to have very limited knowledge on what this might entail which would also undermine the licensing objectives.

Moving Forward

- Please demonstrate in the form of a lease or other relevant document that there is solely one business at the address.
- Please provide me with evidence to the contrary that the premises will be able to uphold the licensing objectives. I have no confidence in Mr Prathupkumar.

At this point, I am unable to make an informed decision on this application and will therefore have to refuse it on this basis. I will need further information from the applicant in order to consider this application any further.

Yours sincerely



Susana Figueiredo
Licensing Inspector
Regulatory Services

From: Figueiredo, Susana
Sent: 16 September 2019 10:53
To: licensingservicesagency
Subject: CONSULT: Variation - Ceylon, 32 Ealing Road, HA0 4TL - 17360

Dear Debra,

Thank you for your email.

The person that owns the business at the front, confirmed that he sublets the front area from the owner. He stated it is two separate businesses.

I look forward to hearing from you soon.

Kind regards

Susana Figueiredo
Licensing Enforcement Officer

From: [licensingservicesagency](#)
Sent: 16 September 2019 10:49
To: Figueiredo, Susana <Susana.Figueiredo@brent.gov.uk>
Subject: Re: CONSULT: Variation - Ceylon, 32 Ealing Road, HA0 4TL - 17360

Dear Ms Figueiredo

Thank you for your email. I am clarifying matters with the applicant and will get back to you as soon as possible. As far as the rear part of the restaurant is concerned only that area will be used for people wishing to drink but not consume food, but it will not be turned into a bar. Some people will still be eating in that area but some may choose not to eat as well as drink. There will be no vertical drinking as this is a seated area like the front section of the restaurant. As far as I am aware the whole of the premises is owned by one person but I need to clarify this.

I will respond again as soon as I can.

Kind regards

Debra Silvester

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From: Gary.L.R.Norton@met.police.uk <Gary.L.R.Norton@met.police.uk>

Sent: 10 October 2019 20:36

To: Business Licence <business.licence@brent.gov.uk>

Cc: Patel, Yogini <Yogini.Patel@brent.gov.uk>; Legister, Linda <Linda.Legister@brent.gov.uk>; Paul.Scott9@met.police.uk; Figueiredo, Susana <Susana.Figueiredo@brent.gov.uk>; Prathip; licensingservicesagency@ntlworld.com

Subject: Taste of Ceylon - Police Reps by 2965NW Final

Dear All,

Please find enclosed an update to the Metropolitan Police Service position to this Variation to a Premises Licence application. This supersedes the initial representations assessment of the venue, following a closer examination of the four recent visits carried out at the premises.

The representations are in prior to the deadline. I am happy to discuss further with the licensing agent if they feel there is anything they wish to clarify, but I will be out of the office until 14th October 2019. Alternatively, please send an e-mail and I will respond on my return.

Kind Regards,

PC Gary Norton 2965NW
Barnet/Brent/Harrow Licensing
NorthWest Partnership & Prevention

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**METROPOLITAN
POLICE**

Working together for a safer London

TERRITORIAL POLICING

Brent Police Licensing Unit

*Brent Civic Centre
Engineers Way
Wembley
Middlesex
HA9 0FJ*

Your ref: 17360

Our ref: 01QK/535/19/2965

**Brent Borough Licensing
NW CU**

*South Harrow Police Station
74 Northolt Road
South Harrow
HA2 0DN*

Tel: 020 8733 5008

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

Web: www.met.police.uk

Date: 10/10/2019

Police representation to the premises licence variation application for 'Taste of Ceylon', 32, Ealing Road, Wembley, HA0 4TL.

I certify that I have considered the application shown above 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.

I am of the opinion that the risk to the Council's licensing objectives are too high to accept the premises licence variations.

Officer: Gary Norton 2965NW Licensing Constable

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 to vary the premises licence under section 34 of the act.

The Police representations are concerned with all four licensing objectives: preventing crime and disorder, public safety, prevent public disorder and protecting children from harm.

This application asks to remove condition 9 of the licence. This is currently worded as such:

The supply of alcohol for consumption on the premises shall only be to a person seated taking a table meal there and for the consumption by such a person as ancillary to their meal.

The proposed variation is for the following:

To allow the rear of the premises to be used for the consumption of alcohol without the purchase of food if customers require (no vertical drinking).

A Brent Council Licensing officer informed me of their concerns over the applicant's business practices and non-compliance with existing premises licence. The Council themselves had made two separate visits in the past few weeks regarding the issues they had raised.

Firstly, it would appear that there are two businesses attempting to operate under one premises licence. The newly formed partnership/agreement appears to be between the previous owner of the premises when it was called "Zanzi Bar Corner", a Mr Rajasingam Marshall and his new associate, Mr Keseven Prathipkumar. Zanzi Bar Corner Ltd. company was dissolved some time ago. Prior to this occurring, an application was accepted to transfer the premises licence to Mr Keseven Prathipkumar.

Aside from the lack of clarity of how the business is structured, there are many issues revolving around the licensable activities and non-compliance with existing conditions. These concerns suggest a complete lack of appreciation and understanding by the applicant and impacts on the Police original opinion over the premises licence variation application. My colleague, PC Paul Scott, had attended the venue when assessing the application and had concerns over staff training and also found similar issues and breaches of their existing licence conditions to the Council. No effort appears to have been made to resolve these existing issues despite 3 previous visits by various Licensing officials.

PC Scott had generously offered to accept condition "9" being taken off the licence but requested another unrelated condition regarding training be added. The applicant agreed.

However, following my unannounced licensing visit to the premises in the early evening of Wednesday 9th October 2019, **I have no choice but to oppose the application and revoke the previous representations agreement.** This is based upon the shortfall in understanding and operation of the premises in relation to its licensing conditions, as set out in detail below. There is no awareness shown by the applicant or staff that they follow their licensing conditions. The visit was made in the company of PC Fanovich and recorded on Body Worn Video.

The restaurant was open to serve to the public when we entered. The seating area in the front of the shop, separated by new wall partition divider to a different area, had prepared Asian food behind a serving counter. It was rather like a school canteen food display. There was also a till machine behind the counter, but access to it was blocked by a worker's tools. A Strong smell of burning and fumes were in the air, believed caused by the drilling and cutting work being conducted behind the counter by the worker. Fumes and particles were free to dispel into the air and into the food and surrounding area.

The middle area or "room" behind the partition had around 10 males, sat casually around a number of separate tables, but all talking amongst themselves in Sri Lankan. Mr Marshal stated they were builders, not working at his venue, but had come in for something to eat. Most of those present had several empty tins of beer in front of them, as well as the fresh ones they were drinking. Most drank directly from beer cans and there was no cutlery set on any table in the restaurant. There was no presence of any food, cooked or otherwise and no one cooking food for them. The males sat drinking like in a bar, did not even have nibbles, let alone meals as per license requirements.

Mr Marshal quickly went into the kitchen at the rear and said he was making them something to eat. None of the cooking appliances were switched on cooking food. He pointed to a medium sized frying pan with a few ladles worth of a rich red thin curry type sauce. I touched the side of the pan as it didn't look like it had been cooking recently. It was luke warm. He was asked how he was going to feed all the males with such a small portion

of the sauce, which didn't seem to have more than two or three pieces of food (meat or vegetable). He pointed to another large container of what looked predominantly like rice in a large metal container. The top of the rice appeared to be dark and dried, akin to being left for some time. I touched the container and found it was also a tepid temperature. Mr Marshal nervously stated that it was Biryani and just might need topping up with the sauce if wanted, but the cooking saucepans and containers temperature suggested otherwise. I suspected he knew he did not have a licence to serve alcohol without a meal and was trying to make excuses. Given most of the males sat outside had already drunk a number of tins of beers; he was asked how none of the males had yet received any food to eat. Again, he nervously reiterated he was about to serve the food before we arrived.

The latest licence states the DPS is Keseven Prathupkumar and he was the applicant for the variation in premises licence. However, when I asked him, Mr Marshal stated he was the DPS, as he had previously to PC Scott.

I referred to the premises licence conditions during the licensing visit, checking to see if there had been any improvements in their practices since the last three visits. These were my findings.

List of Premises Licence Conditions Breached

1. CCTV installed according to Home Office standards and maintained in good working condition. And recordings shall be kept for 31 days and made available to police and authorised officers of Brent Council. This must comply with the Data Protection Act including signage.

Despite previous advice received in recent weeks, from three separate visits, the CCTV is still not working, a connecting cable was missing and there is no recording of any footage at present. Brent Council stated during their visit that the CCTV viewing screen did not work, but the hard drive was recording for 30 days. This is not the case; it is not working at all.

2. The CCTV system will be capable of obtaining clear facial recognition images and a clear head and shoulder image of every person entering or leaving the premises.

As the hard drive isn't connected to the cameras, nothing is being recorded.

3. A Challenge "25" policy shall be adopted and adhered to.

Mr Marshal stated that he wouldn't serve to those below the age of 25, or have allow anyone under the age of 16 yrs old in the restaurant without an adult. The age limit for drinking alcohol is not 25, the Challenge 25 requires you ask for ID if someone looks under 25 and signage should be displayed to support this too. However, there was no sign displayed. Mr Marshal stated he had taken it down due to work being carried out, but could not provide me with the sign existed.

4. A copy of the premises licence summary including the hours which licensable activities are permitted shall be visible from the outside of each entrance to the premises.

Mr Marshal said he had given the original copy back to the council when they applied to vary the premises licence. He had not bothered to retain or make a copy, nor did he seem familiar with any of the conditions. This compounds the breaches of key conditions.

5. 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) All crimes reported to the venue.

(b) All ejections of patrons.

(c) Any complaints received.

(d) Any incidents or disorder.

(e) Any faults in the CCTV system.

(f) Any refusal of the sale of alcohol.

(g) Any visit by a relevant authority or emergency service.

A female member of staff who stated she was Mrs Prathupkumar (the wife of the actual DPS) looked through a pile of folders but had no idea where the incident book was. Nor did Mr Marshal. It was not found during the visit.

6. All alcohol must be kept behind the counter/bar area at times with the exception of alcohol, which has already been purchased/sold/supplied to the public, or alcohol which is in storage rooms on the premises.

There was a large, tall double-doored, glass-fronted fridge positioned out in the seating area of the drinkers. It had lots of beer stored in it, no locks and left unsupervised at times. It was not behind the bar.

9. The supply of alcohol for consumption on the premises shall only be to a person seated taking a table meal there and for the consumption by such a person as ancillary to their meal.

Despite nervous reassurances to the contrary, no meals were being served with the alcohol and a very large 3ft tall black bin was filled to the brim behind the small bar area with empty beer tins. When Mr Marshall was asked where the customer orders were for the drinks and food, he could not provide them. He said he hadn't recorded them but remembered all the orders. He was asked how could he know if someone had not helped themselves to beer and he said they were all okay and could be trusted. (This leads to the next breach condition 10.) Towards the end of the visit, one of these males finished his drink and left the premises having not eaten any food. No food was served to anyone during the visit, even when Mr Marshal told Mrs Prathupkumar to serve food to some of the drinkers.

10. The supply/sale of alcohol for consumption on the premises shall be by waiter/waitress service only.

One of the drinking customers had gotten up from his table and came back from the fridge with a fresh beer and sat at a different table. With no records of table orders and in this case, no one serving the alcohol, this was clearly a problem of some magnitude in direct conflict with licensing responsibilities. It could lead to customers stealing unattended alcohol, drunkenness and public nuisance.

22. A sign stating "no Proof of age- No Sale" shall be displayed at the point of sale.

There were no such signs displayed at either point of sale.

23. Any staff directly involved in selling alcohol for retail to consumers and managers shall undergo basic training of licencing Act 2003 Legislation. This shall be documented and signed for by the DPS and the member of staff receiving the training. This training log shall be kept on the premises and made available for inspection by police and relevant authorities upon request.

There is a folder for training with one blank sheet in it. Therefore, no one appears to have had any training, which is backed up by how the premises business is conducted with regards to licensable activities.

Neither point of sale till machine was in what could be considered working order or accessible. Mr Marshal suggested the two tills ring up the food and alcohol separately, which leads credence to Council concerns that there are two businesses using the one premises. The till nearest the front entrance was blocked off by the male working on the electrics. Mr Marshal said this was a "manual" paper style till machine. He stated the other in the bar area was electric, but not working due to some fault. It was completely shutdown with no working display. The Council were informed that alcohol bills would go through one till and food in the other. This is a very strange arrangement, particularly if you sat down for food and drink, as you would get two bills. The only practical reason to separate the food and drink bills is due to the likelihood of two business running under one licence and rent. Mr Marshal stated the newly built partition across the premises was built to split different types of Sri Lankan customer. He said some want to come and eat in the front and not drink alcohol and don't want to sit next to people who do. However, the reason he gave a few

days before was so that the men could drink inside without their wives seeing them inside the premises. Either way, it does not seem viable that the applicant could maintain a distinction between the two areas given what police witnessed during their visit. Mr Marshal also stated he is never that busy in the evening and by 2100hrs, the place is empty. I asked why he had requested to serve alcohol in the middle area of the premises until 0200hrs if he was empty and often closed by midnight. He said just in case of a party, or something. How would the applicant govern a late night party with the existing (or proposed) licence conditions?

Towards the end of the visit, Mr Marshal was informed that Council records showed Mr Prathupkumar was the DPS. He then contradicted his own comments made on our arrival and agreed the DPS was Mr Prathupkumar.

Mr Marshal and Mr Prathupkumar will need to demonstrate they can run the premises under existing conditions without further issue before Police licensing could consider it supporting changes to their licence. Further clarity over the businesses set-up, as requested by Brent Council, is also a priority.

Yours Sincerely,

PC Gary Norton 2965NW

Barnet/Brent/Harrow Licensing
NorthWest Partnership & Prevention
Tel:07500993899

The boroughs of Brent, Barnet and Harrow merged into the North West Basic Command Unit in November 2018 due to corporate restructuring. The geographical area is known as NW BCU. The service you receive from us will not change, however some recognised details such as email addresses and shoulder numbers will. For more information, visit www.met.police.uk/news/met-announces-changes-to-local-policing-294044.

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

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From: Pearce, Chris <Chris.Pearce@brent.gov.uk>
Sent: 07 October 2019 10:12
To: licensingservicesagency; Legister, Linda <Linda.Legister@brent.gov.uk>; Business Licence <business.licence@brent.gov.uk>; Patel, Yogini <Yogini.Patel@brent.gov.uk>
Subject: RE: FW: CONSULT: Variation - Ceylon, 32 Ealing Road, HA0 4TL - 17360

Dear Debra,

Unfortunately I am unable to recommend any contractors but I would recommend looking at the HSE website for information/guidance.

With regards to the conditions, I would need all four to be accepted before I can withdraw my representations.

Kind regards

Mr Chris Pearce
Public Safety Officer

From: licensingservicesagency
Sent: 04 October 2019 16:46
To: Pearce, Chris
Subject: RE: FW: CONSULT: Variation - Ceylon, 32 Ealing Road, HA0 4TL - 17360

Dear Chris

I have been through the conditions with the applicant and conditions 1 and 3 are fine. With regard to condition 2 they do not currently have any live music or DJs but will ensure that if they decide to start providing live music they will ensure that the socket outlets are suitably protected.

With regard to condition 4 the applicant does not know of any risk assessors so if you could advise me of any competent assessor that could do this for them please let me know and I will pass on this information, and then once a risk assessment has been made they will be able to comply with this condition.

Kind regards

Debra Silvester

On 03 October 2019 at 11:31 "Pearce, Chris" <Chris.Pearce@brent.gov.uk> wrote:

Dear Debra Silvester

I refer to the application for a new licence for the above named premises. After assessing the application, the Public Safety Team will be making the following representations to the Licensing Authority on the grounds of Public Safety.

Providing the licensee is willing to accept the following conditions Public Safety Team would withdraw the representation.

1. The locks and flush latches on the exit doors shall be unlocked and kept free from fastenings other than push bars or pads whilst the public are on the premises.
2. Any socket outlets (or other power supplies used for DJ equipment, band equipment and other portable equipment) that are accessible to performers, staff or the public shall be suitably protected by a residual current device (RCD having a rated residual operating current not exceeding 30 milliamps).
3. No person shall be permitted to sit on the floor, on stairs or in gangways and passageways.
4. A capacity specific risk assessment shall be conducted by a competent risk assessor. This assessment will include holding capacity, exit capacity and the calculations to demonstrate how that was reached, the lower of the two numbers shall be the final capacity. The guidance used to reach this capacity must be quoted. This risk assessment shall be appraised annually or at the time of any building or layout structural works. The Capacity Assessment must be made available to an authorised officer upon request.

In order for the Public Safety Team to withdraw this representation, it will be necessary for you or your client to **confirm in writing or via Email** that you accept the above licence conditions.

We will require these conditions to appear on the licence schedule should the licence be granted.

Please let me know if I can assist you further.

Kind regards

Mr Chris Pearce
Public Safety Officer
Regeneration & Environmental Services

London Borough of Brent

Premises Licence

Part A

This Premises Licence was granted by Brent Council, Licensing Authority for the area of the Borough of Brent under the Licensing Act 2003

Original grant date: 05 October 2016
Current issue date: 28 September 2019



Authorised signatory

Premises licence number: 223662712

Part 1 – Premises Details

Postal address of premises, or if none, ordinance survey map reference or description

Zanzibar
32 Ealing Road, Wembley, Brent, HA0 4TL

Where the licence is time limited the dates

Licensable activities authorised by the licence

Section E: Live music
Section F: Recorded music
Section I: Provision of late night refreshment: Indoors
Section J: Sale of alcohol: On the premises

The times the licence authorises the carrying out of licensable activities

Section E: Live music

Day	Start Time	End Time
Monday	19:00	01:00
Tuesday	19:00	01:00
Wednesday	19:00	01:00
Thursday	19:00	01:00
Friday	19:00	01:00
Saturday	19:00	01:00
Sunday	19:00	01:00

Occasional performances of live music if required by customers

Section F: Recorded music

Day	Start Time	End Time
Monday	19:00	01:00
Tuesday	19:00	01:00
Wednesday	19:00	01:00
Thursday	19:00	01:00
Friday	19:00	01:00
Saturday	19:00	01:00
Sunday	19:00	01:00

Section I: Provision of Late Night Refreshments:Indoors

Day	Start Time	End Time
Monday	23:00	01:00
Tuesday	23:00	01:00
Wednesday	23:00	01:00
Thursday	23:00	01:00
Friday	23:00	01:00
Saturday	23:00	01:00
Sunday	23:00	01:00

Section J: Sale or Supply of Alcohol: On the premises

Day	Start Time	End Time
Monday	10:00	02:00
Tuesday	10:00	02:00
Wednesday	10:00	02:00
Thursday	10:00	02:00
Friday	10:00	02:00
Saturday	10:00	02:00
Sunday	10:00	02:00

The opening hours of the premises

<u>Day</u>	<u>Start Time</u>	<u>End Time</u>
Monday	06:00	02:00
Tuesday	06:00	02:00
Wednesday	06:00	02:00
Thursday	06:00	02:00
Friday	06:00	02:00
Saturday	06:00	02:00
Sunday	06:00	02:00

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

On the premises

Part 2

Name, (registered) address, telephone number and email (where relevant) of holder of the premises licence

Keseven Prathupkumar
[REDACTED]
[REDACTED]

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

10264016

Name, address and telephone number of designated premises supervisor where the premises licence authorises the supply of alcohol

Rajasingam Marshal

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises the supply of alcohol

Licence Number: 155997

I

Annex 1 – Mandatory conditions

No Irresponsible Drinks Promotions

(1) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises—

1. (a) games or other activities which require or encourage,

or are designed to require or encourage, individuals to— (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or (ii) drink as much alcohol as possible (whether within a time limit or otherwise);

(b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;

(c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective;

(d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;

(e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

Free Water

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

Age Verification Policy

(1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either—

(a) a holographic mark, or

(b) an ultraviolet feature.

Small Measures to be Available

The responsible person must ensure that—

(a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures—

(i) beer or cider: ½ pint;

(ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and

(iii) still wine in a glass: 125 ml;

(b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and

(c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available

Minimum Price of Alcohol

1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purposes of the condition set out in paragraph 1—

(a)—duty|| is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;

(b)—permitted price|| is the price found by applying the formula—

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

where—

(i) P is the permitted price,

(ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and

(iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;

(c)—relevant person|| means, in relation to premises in respect of which there is in force a premises licence—

(i) the holder of the premises licence,

(ii) the designated premises supervisor (if any) in respect of such a licence, or

(iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;

(d) —relevant person|| means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and

(e)—value added tax|| means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by Paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

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

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

Requirement for a DPS

(1) No supply of alcohol may be made under the premises licence—

(a) at a time when there is no designated premises supervisor in respect of the premises licence, or

(b) at a time when the designated premises supervisor does not hold a personal licence or their personal licence is suspended.

(2) Every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.

Door Supervisors and Security Staff to be Licensed by the SIA (when required)

Where the licence includes a condition that at specified times one or more individuals must be at the premises to carry out a security activity, each individual must be licensed by the Security Industry Authority, with the following exceptions:

- a) premises where the premises licence authorises plays or films
- b) any occasion mentioned in paragraph 8(3)(b) or (c) of Schedule 2 to the Private Security Industry Act 2001 (premises being used exclusively by a club with a club premises certificate, under a temporary event notice authorising plays or films or under a gaming licence), or
- c) any occasion within paragraph 8(3)(d) of Schedule 2 to the Private Security Industry Act 2001

Film Classification When required

- (i) The admission of children to the exhibition of any film must be restricted in accordance with the recommendation of the designated film classification body unless section (ii) applies.
- (ii) Where the licensing authority notifies the holder of the licence that this subsection applies the admission of children must be restricted in accordance with any recommendation made by the licensing authority.

In this section-

"children" means persons aged under 18; and

"film classification body" means the person or persons designated as the authority

under section 4 of the Video Recordings Act 1984 (c. 39) (authority to determine suitability of video works for classification).

Annex 2 – Conditions consistent with the operating schedule

1 CCTV shall be installed to Home Office Guidance standards and maintained in a good working condition and recordings shall be kept for 31 days and shall be made available to police and authorised Officers from Brent Council. This must comply with the Data Protection Act including signage.

2 The CCTV system shall be capable of obtaining clear facial recognition images and a clear head and shoulder image of every person entering or leaving the premises.

3 A "Challenge 25" policy shall be adopted and adhered to.

4 A copy of the premises licence summary including the hours which licensable activities are permitted shall be visible from the outside of each entrance to the premises.

5 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) all crimes reported to the venue
- (b) all ejections of patrons
- (c) any complaints received
- (d) any incidents of disorder
- (e) any faults in the CCTV system
- (f) any refusal of the sale of alcohol
- (g) any visit by a relevant authority or emergency service

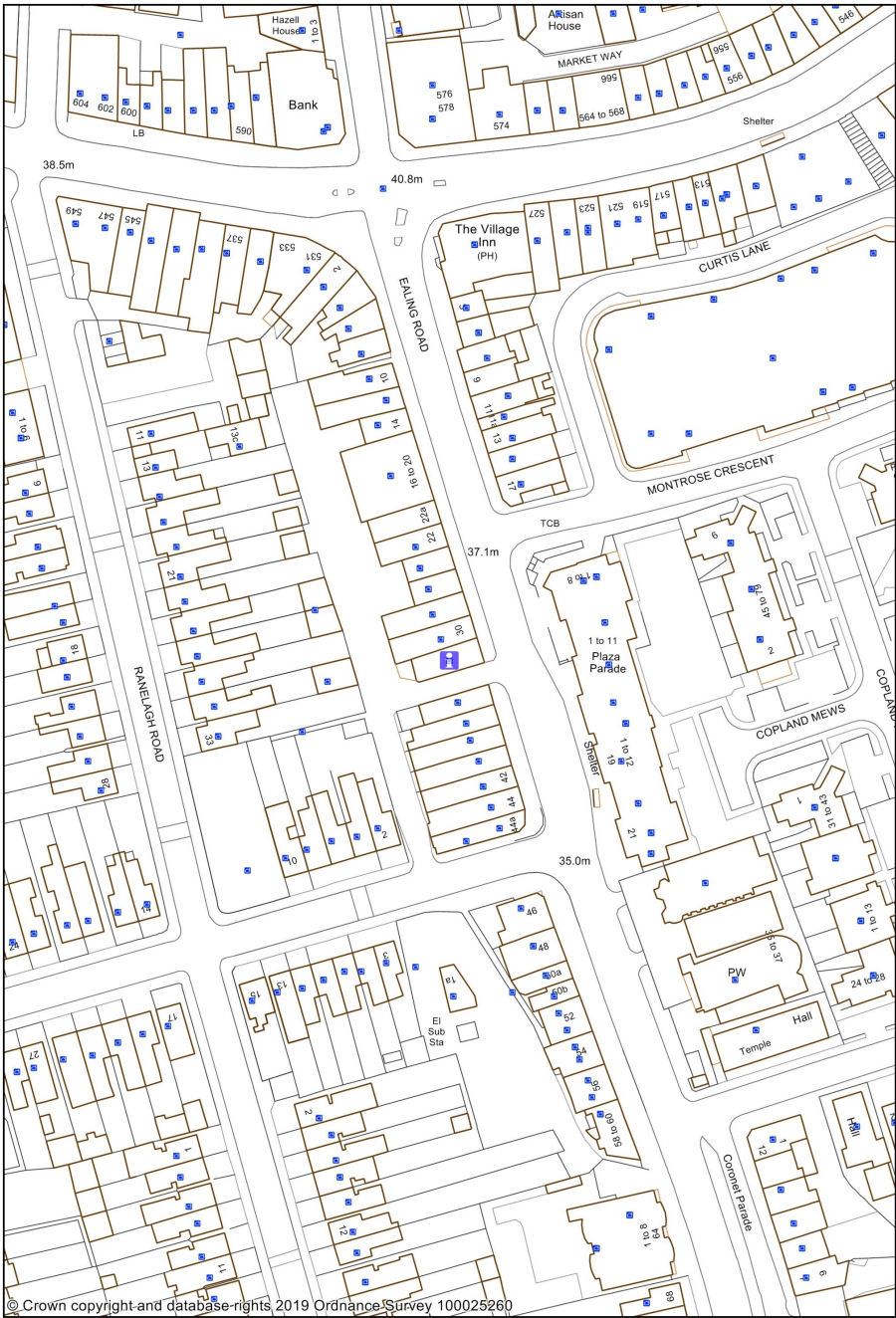
- 6 All alcohol must be kept behind the counter/bar area at all times with the exception of alcohol which has already been purchased/sold/supplied to the public or alcohol which is in storage rooms on the premises.
- 7 No alcohol shall be sold for consumption off the premises
- 8 Substantial food and non-intoxicating beverages shall be available during the whole of licensed hours in all parts of the premises where intoxicants are provided.
- 9 The supply of alcohol for consumption on the premises shall only be to a person seated taking a table meal there and for the consumption by such a person as ancillary to their meal.
- 10 The supply/sale of alcohol for consumption on the premises shall be by waiter/waitress service only.
- 11 Customers will not take open drink containers outside the premises as defined on the plan submitted to and approved by the Licensing Authority (Annexe four of the premises licence).
- 12 An acoustic lobby shall be installed to the front door to facilitate the ingress and egress of patrons when regulated entertainment is in operation.
- 13 Amplified Sound (Live Music or Pre Recorded Music) on the premises shall be played at such a level so as not to cause nuisance to any unassociated noise sensitive premises.
- 14 If justified noise complaints are received by the Council, the Premises Licence Holder shall be required to install a sound limiting device to control the levels of amplified sound on the premises. This device shall be:
- (i) approved by the Council's Nuisance Control Section
 - (ii) installed by the Premises Licence Holder or responsible person
 - (iii) Set to a level agreed by the Council's Nuisance Control Section
 - (iv) maintained by the Premises Licence Holder or responsible person for the duration of its use.
- 15 The designated smoking area (DSA) shall be located at the alleyway to the side of the premises; it shall be supervised by staff or approved security personnel to ensure that no more than 8 people utilize this area at any one time.
- 16 Rehang the door to the proposed staff toilet so that it does not open outwards into the corridor and cause an accident.
- 17 Rehang the door to the disabled toilet so that it does not open outwards into the corridor and cause an accident.
- 18 Ensure that the ceramic floor tiles are provided with a slip resistant surface.
- 19 Provide highlighted and clearly visible nosings to the stairs leading from the passageway to the kitchen to prevent trips and falls to staff. Provide adequate lighting to this area.
- 20 Reduce the height of the risers to the stairs leading from the passageway to the kitchen to between 150mm and 170mm, so as to prevent accidents.
- 21 Door supervisors shall be employed from 21:00 hours to close of premises on all days when live music is being played.
- 22 A sign stating "No proof of age - No sale" shall be displayed at the point of sale.
- 23 Any staff directly involved in selling alcohol for retail to consumers and managers shall undergo basic training of Licensing Act 2003 legislation. This shall be documented and signed for by the DPS and the member of staff receiving the training. This training log shall be kept on the premises and made available for inspection by police and relevant authorities upon request.

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

Annex 4 – Plans

See attached

Ceylon 32 Ealing Road Wembley



1:1250

0 0.02 0.04 kilometres



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From: Pearce, Chris <Chris.Pearce@brent.gov.uk>
Sent: 03 December 2019 10:49
To: licensingservicesagency@ntlworld.com; Legister, Linda <Linda.Legister@brent.gov.uk>; Business Licence <business.licence@brent.gov.uk>; Patel, Yogini <Yogini.Patel@brent.gov.uk>
Subject: RE: FW: CONSULT: Variation - Ceylon, 32 Ealing Road, HA0 4TL - 17360

Dear Debra Silvester

Thank you for your correspondence dated 3rd December 2019, stating that you accept the conditions set out in our representation.

I confirm that the Public Safety Team now withdraw the current representation and do not make any further representations regarding the application.

We will require the agreed conditions to appear on the licence schedule.

Kind regards

Mr Chris Pearce
Public Safety Officer
Regeneration & Environmental Services
Brent Council
020 8937 1031

From: Pearce, Chris
Sent: 03 December 2019 10:44
To: 'licensingservicesagency@ntlworld.com' <licensingservicesagency@ntlworld.com>; Legister, Linda <Linda.Legister@brent.gov.uk>; Business Licence <business.licence@brent.gov.uk>; Patel, Yogini <Yogini.Patel@brent.gov.uk>
Subject: FW: FW: CONSULT: Variation - Ceylon, 32 Ealing Road, HA0 4TL - 17360

Dear Debra

Just to confirm that the maximum capacity is 60 persons. The FRA states

See 5.1, the CLG guide recommends that dining and restaurant areas should have a capacity of 1 person per Metre squared the approximate area for the front restaurant area is 60m2 so the capacity should be approx. 60 persons.

Is this useable area or the entire area? And it does not make mention of the secondary area between the kitchen and the front restaurant or is this the entire useable customer space.

The FRA goes on to say

The front exit door (950mm) has a capacity of 100 persons, and the rear exit door (800mm) also has an exit capacity of 100 persons, so the maximum exit capacity for this premise is 100 persons.

I am of the opinion that a restaurant fire escape for the public cannot go through the kitchen, therefore the restaurant is reliant on 1 fire exit.

The capacity on the FRA gives two figures, can one figure be confirmed.

Kind regards

Mr Chris Pearce
Public Safety Officer
Regeneration & Environmental Services
Brent Council
020 8937 1031

From: licensingsservicesagency@ntlworld.com [<mailto:licensingsservicesagency@ntlworld.com>]
Sent: 03 December 2019 09:26
To: Pearce, Chris <Chris.Pearce@brent.gov.uk>
Subject: RE: FW: CONSULT: Variation - Ceylon, 32 Ealing Road, HA0 4TL - 17360

Dear Chris

We have just received a copy of the risk assessment and I have now attached it. It seems that a few matters appear to be needed to be dealt with and this is in hand but there is an estimate of maximum capacity levels as requested. We can now agree to all of your conditions. Please advise if you are happy to now withdraw your representation.

Kind regards

Debra Silvester

From: licensing@ntlworld.com <licensing@ntlworld.com>

Sent: 06 January 2020 13:00

To: Figueiredo, Susana <Susana.Figueiredo@brent.gov.uk>

Subject: Re: Consult: Taste of Ceylong, 32 Ealing Road

Dear Susana

Thank you for your email, which I have forwarded onto the licence holder and await a reply. I will let you know when I have heard back from them.

Regards

Debra Silvester

On 06 January 2020 at 11:42 "Figueiredo, Susana" <Susana.Figueiredo@brent.gov.uk> wrote:

Dear Debra,

Further to the hearing dated 4th December 2019, I have not had any further contact relating to the above application. The hearing is scheduled for Friday 17th January 2020 and I am mindful that we would be turning up in exactly the same position with which we left.

I have looked through the attached contract you sent me prior to the last hearing and have the following comments to make: -

The Contract

1. When I first visited the premises, I was told that the person in charge was a **Mr SR** but on checking the company attached to the premises licence 'Zanzibar Corner Ltd', the person in fact listed was **RM**. **Please clarify**
2. The contract in question was signed on 15th August 2019, the licensing authority was however only notified on 3rd December 2019 (the day before the hearing). **I'm not sure what the delay was?**
3. The contract has not been signed by anyone. **Please explain**
4. The contract document was created on 21st October 2019 with the name 'Tasty Catering (UK) Ltd', even before 'Tasty Catering (UK) Ltd' had been created on Companies House on 24th October 2019. **Please explain**
5. The name under Tasty Catering (UK) Ltd is **Mr KS** who was appointed on 24th October 2019. This name has never been mentioned to the licensing authority. **Please explain.**
6. The contract is between 'Commercial Property Services Ltd' and an individual/company. The Director of that company is **Mr HKS**. **This person has never been mentioned as being involved with the business. The contract was supposed to be between Mr Rajasingam Marshall and Mr Keseven Prathipkumar. Please explain.**
7. The utility form included with the contract states that the move in date for Tasty Catering (UK) Ltd was on 15th August 2019 but the company was only incorporated on 24th October 2019. **Please explain.**

Further Issues

1. The business rate payers are **Mr DWR** and **Ms DMR**. **Why isn't the licence holder responsible for the business rates?**
2. From as far back as April, my colleague had been asking for changes to be made to the licence due to the change in plans. This was ignored. **Why did it take so long for an application to be made?**
3. I was told that the tills would be kept separate for food and drink but now this has been shown to demonstrate the businesses are separate, we have now been told either till can be used. **How can we be assured of this? Will the till receipts be itemised to show what is being bought?**
4. **Can you confirm the date that Mr Keseven Prathipkumar completed the Award for Personal Licence Holders course?**

It is important that the licensing team are clear on who is in charge. At this present time, it appears that it could be a number of people ranging from: - Rajasingam Marshall, KS, Keseven Prathipkumar, HKS, DWR or DMR.

I still therefore have no confidence in the management and who indeed is in charge of the premises. At this point I am not happy with the proposed changes to the application other than the change in plan. A review would obviously need to be instigated in relation to the management of the premises based on the information provided to date, unless a suitable solution can be suggested by you or your clients.

Kind regards

Susana Figueiredo

Licensing Enforcement Officer

From: licensingervicesagency@ntlworld.com <licensingervicesagency@ntlworld.com>

Sent: 03 December 2019 17:07

To: Figueiredo, Susana <Susana.Figueiredo@brent.gov.uk>

Subject: RE: Consult: Taste of Ceylong, 32 Ealing Road

Susana

Apologies for the lateness of my reply to all of your queries but please see my replies below:

Plan - you now have the amended version.

Inspection One - As you can see from the agreement already sent to you the premises are now all under one roof, in the name of Mr Keseven Prathipkumar. This was not always the case and prior to the date of the agreement the front and rear sections were separate.

Inspection Two - I have been through with Mr Prathipkumar the questions you asked him with regard to Challenge 25 and he was able to explain what it means so I am confident he has a clear understanding of the policy.

Regarding the fact that there are two tills, either till can be used by customers, for both food and drink, so anyone using the front restaurant area can go to the front till and anyone sitting in the area at the rear can go to the till located there. There is no separate till for food and drink.

They no longer sell any beers, ciders or lagers over 6% ABV. The beers you saw during your visit were the last ones to be sold and they have not reordered any more, nor will they do so, although there is no restriction on the licence with regard to the sale of high strength beers.

The CCTV is now up and working correctly, and both the screen and the cameras are in full working order, with recordings being kept for 31 days.

Mr Prathipkumar is fully aware of the reason for the premises licence variation being applied for.

Points requiring clarification - Condition 8 states that substantial food and non-intoxicating beverages shall be available during the whole of the licensed hours in all parts of the premises. During all the hours of opening and licensable activity customers are able to order from a large range of foods, including main curry dishes, rice, popadoms, rotis etc.

Mr Prathipkumar has agreed to sell alcohol only to 1.30 am and close at 2am to give a 30 minute period between the last sales of alcohol and closure of the restaurant.

Current Licence Holder - Mr Prathipkumar has worked at licensed premises for many years but in order to update himself on the licensing law he is booking himself on the Award for Personal Licence Holders course which he hope to attend in the next few weeks to ensure that he is fully conversant with the current licensing law.

I hope this has answered your queries in full but if there is any further information you require please let me know.

Kind regards

Debra Silvester

On 03 December 2019 at 15:29 licensingervicesagency@ntlworld.com wrote:

Susana

I am still in discussion with the applicant regarding all the matters you had concerns with but in the meantime I attach an agreement between the Licensor and Licensee which shows that the whole of the premises of 32 Ealing Road is being managed by Mr Keseven Prathipkumar, not just the front or rear sections. I hope that answers that question. I will be back to you later this afternoon dealing with the other issues.

Kind regards

Debra Silvester

On 25 November 2019 at 11:25 "Figueiredo, Susana" <Susana.Figueiredo@brent.gov.uk> wrote:

Dear Debra,

I look forward to hearing from you.

Kind regards

Susana Figueiredo
Licensing Enforcement Officer
Planning, Transportation & Licensing

This Agreement is dated 15th August 2019

Between PARTIES

(1) Commercial property services Ltd. at unit 4, Ealing Road, Wembley,
HA0 4YA (Licensor)

(2) Mr K. Prathip Kumar of 32, Ealing Road, Wembley, Middlesex HA0 4TL.
TERMS

AGREED

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Building OR Centre: All that land and property known as 32, Ealing Road, Wembley, Middlesex HA0 4TL

Common Parts: Such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the [Building OR Centre] the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor.

Competent Authority: Any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Lease: Lease dated 15th August 2019 and made between the Commercial property services Ltd and Mr K. Prathip Kumar.

Agreement Fee: The amount of £30,000 POUNDS per annum

Agreement Fee Commencement Date: 15th August 2019

Agreement Period: The period of 2 years from and including 15th August 2019 until the date on which this agreement is determined in accordance with *Clause 4*.

Necessary Consents: All planning permissions and all other consents, agreement, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Use: Restaurant and Takeaway.

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

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this **agreement**.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedule forms part of this **agreement** and shall have effect as if set out in full in the body of this **agreement**. Any reference to this **agreement** includes the Schedule.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

1.9 A reference to **writing** or **written** excludes fax and e-mail.

1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.11 References to clauses and Schedules are to the clauses and Schedules of this **agreement** and references to paragraphs are to paragraphs of the relevant Schedule.

1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.13 [Unless expressly provided otherwise, the obligations and liabilities of [the Licensor **OR** the Licensee] under this **agreement** are joint and several.]]

2. LICENCE TO OCCUPY

2.1 Subject to *Clause 3* and *Clause 4*, the Licensor permits the Licensee to **occupy** the Property for the Permitted Use for the **Agreement Period** [during the Designated Hours] in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the right[s] mentioned in the *Schedule 1*.

2.2 The Licensee acknowledges that:

(a) the Licensee shall **occupy** the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this **agreement**;

(b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;

(c) the **agreement** to **occupy** granted by this agreement is personal to the Licensee and is not assignable and the rights given in *Clause 2* may only be exercised by the Licensee and its employees; and

(d) [without prejudice to its rights under *Clause 4*, the Licensor shall be entitled at any time on giving not less than 90 days notice to require the Licensee to transfer to [alternative **OR** comparable] space elsewhere within the [Building **OR** Centre] and the Licensee shall comply with such requirement.]

3. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

(a) to pay:

(i) to the Licensor the **agreement** Fee payable without any deduction in advance on the

first day of each month and proportionately for any **period** of less than a month the first such payment being for the **period** from and including the **agreement** Fee Commencement Date to the end of the month following such date to be made on first day together with such VAT as may be chargeable on the **agreement** Fee; [and]

(ii) [to the relevant suppliers all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;]

(b) to keep the Property clean, tidy and clear of rubbish;

(c) not to use the Property other than for the Permitted Use;

(d) not to make any alteration or addition whatsoever to the Property;

(e) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property [or elsewhere in the [Building **OR** Centre] without the prior written consent of the Licensor [such consent not to be unreasonably withheld or delayed]];

(f) not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor [or to tenants or occupiers of the [Building **OR** Centre]] or any owner or occupier of neighbouring property;

(g) not to cause or permit to be caused any damage to:

(i) the Property, [Building **OR** Centre] or any neighbouring property; or

(ii) any property of the owners or occupiers of the Property, [Building **OR** Centre] or any neighbouring property;

(h) [not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;]

(i) not to apply for any planning permission in respect of the Property;

(j) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property [and [Building **OR** Centre]] from time to time;

(k) [to comply with all laws and with any recommendations of the relevant suppliers

relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;]

(l) to observe any [reasonable] rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property [and the Common Parts];

(m) to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the **agreement Period**;

(n) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

(i) this **agreement**;

(ii) any breach of the Licensee's undertakings contained in *Clause 3*; and/or

(iii) the exercise of any rights given in *Clause 2*;

(o) [not to do anything on or in relation to the Property that would or might cause the Licensor to be in breach of the tenant's covenants and the conditions contained in the Lease; and]

4. TERMINATION

4.1 This **agreement** shall end on the earliest of:

(a) [[14th August 2021 ON WHICH AGREEMENT TO END]; [and]]

(b) the expiry of any notice given by the Licensor to the Licensee at any time on breach of any of the Licensee's obligations contained in *Clause 3*[. **OR** ; and].

(c) [the expiry of not less than [90 days'] notice given by the Licensor to the Licensee or by the Licensee to the Licensor.]

4.2 Termination of this **agreement** shall not affect the rights of either party in connection with any breach of any obligation under this **agreement** which existed at or before the date of termination.

5. NOTICES

5.1 Any notice [or other communication] given under this **agreement** shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:

(a) to the Licensor at Commercial property services ltd at unit4, Ealing Road, Wembley, HA0 4YA. and marked for the attention of [Mr Marshall]; and

(b) to the Licensee at: [32, Ealing road, Wembley , Wembley, Middlesex HA0 4tl] and marked for the attention of [Mr K.Prathip Kumar],

or as otherwise specified by the relevant party by notice in writing to each other party.

5.2 Any notice [or other communication] given in accordance with *Clause 5.1* will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice [or other communication] is left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at [9.00 am] on the [second] working day after posting.

5.3 A notice [or other communication] given under this **agreement** shall not be validly given if sent by e-mail.

5.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6. COSTS

On completion of this **agreement**, the Licensee shall pay to the Licensor on a full indemnity basis all costs, fees, charges and expenses and disbursements of the Licensor and their professional advisors incurred in relation to the negotiation and completion of this **agreement**, plus an amount equivalent to VAT on them except to the extent that the Licensor is able to recover that VAT.]

7. NO WARRANTIES FOR USE OR CONDITION

7.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

7.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in *Clause 2*.

7.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in

respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this **agreement** as to any of the matters mentioned in *Clause 7.1* or *Clause 7.2*.

7.4 Nothing in this clause shall limit or exclude any liability for fraud.

8. LIMITATION OF LICENSOR'S LIABILITY

8.1 Subject to *Clause 8.2*, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
- (b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by *Clause 2*.

8.2 Nothing in *Clause 8.1* shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

9. THIRD PARTY RIGHTS

A person who is not a party to this **agreement** shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **agreement**.

10. GOVERNING LAW

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

11. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have [exclusive **OR** non-exclusive] jurisdiction to settle any dispute or claim arising out of or in

connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered on the 15TH August 2019 stated at the beginning of it.


THE SCHEDULE

RIGHTS GRANTED TO LICENSEE

1.1 [Such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.]

1.2 The Service Media serving the Property.

Signed by [NAME] for and
on behalf of [NAME OF
LICENSOR]



MRS. P. SURESH
Solicitor
Authorised to Administer
Oaths

.....
P.
Mrs. P. Suresh
15.08.2019
TEL: 020 8903 7211
FAX: 020 8795 4058

ANIRTHAN & SURESH SOLICITORS
150A EALING ROAD
WEMBLEY
MIDDLESEX
HA0 4PY

Signed by [NAME] for and
on behalf of [NAME OF
LICENSEE]

.....
K. Kothalawala
15-08-2019.

.....
Kothalawala
15-08-2019.

C.Kothalawala - B.A., LL.B
KOTHALA & CO.
Solicitors & Commissioners of Oaths
77B, HARROW ROAD, WEMBLEY, MIDDX, HA0 2LW
TEL: 020 8908 1112 FAX: 020 8908 0045

Change of Tenancy Notice

Moving into new business premises



Welcome to your new business premises supplied by Utilita Energy

It's easy to register your own account with us, just return this completed form and a copy of your Tenancy/ Lease Agreement and we'll do the rest.

Company Name **TASTY CATERING UK LTD.**

Trading Name **TASTES OF CEYLON.**

Supply Address **32, EALING ROAD, WEMBLEY.**

Postcode **HAO 4TL**

Registered Address **SAME**

Postcode

Contact Name **K. PRATHIPKUMAR.**

Email **PRATHIP30@YAHOO.CO.UK.**

Tel **07757945359.**

Billing Address **SAME**

Postcode

Move In Date DD-MM-YYYY **- 15-08-2019.**
(as stated on your Lease Agreement)

NOTE: You MUST also send us a copy of your Lease Agreement for us to be able to process your Change of Tenancy

Electricity - Start Reads:

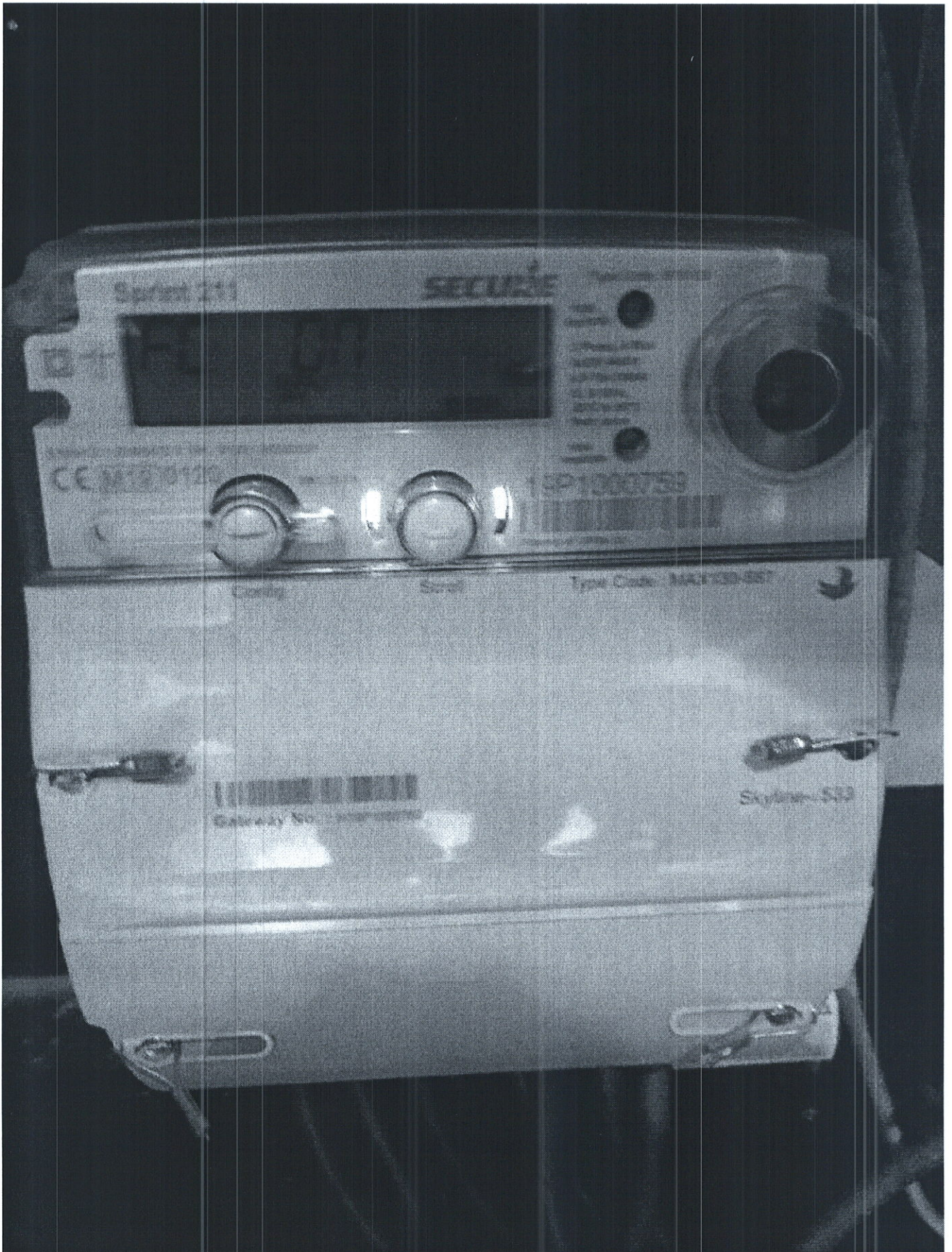
Single/Day Rate **N/A.**
Meter Reading

Night Rate
Meter Reading
(if applicable)

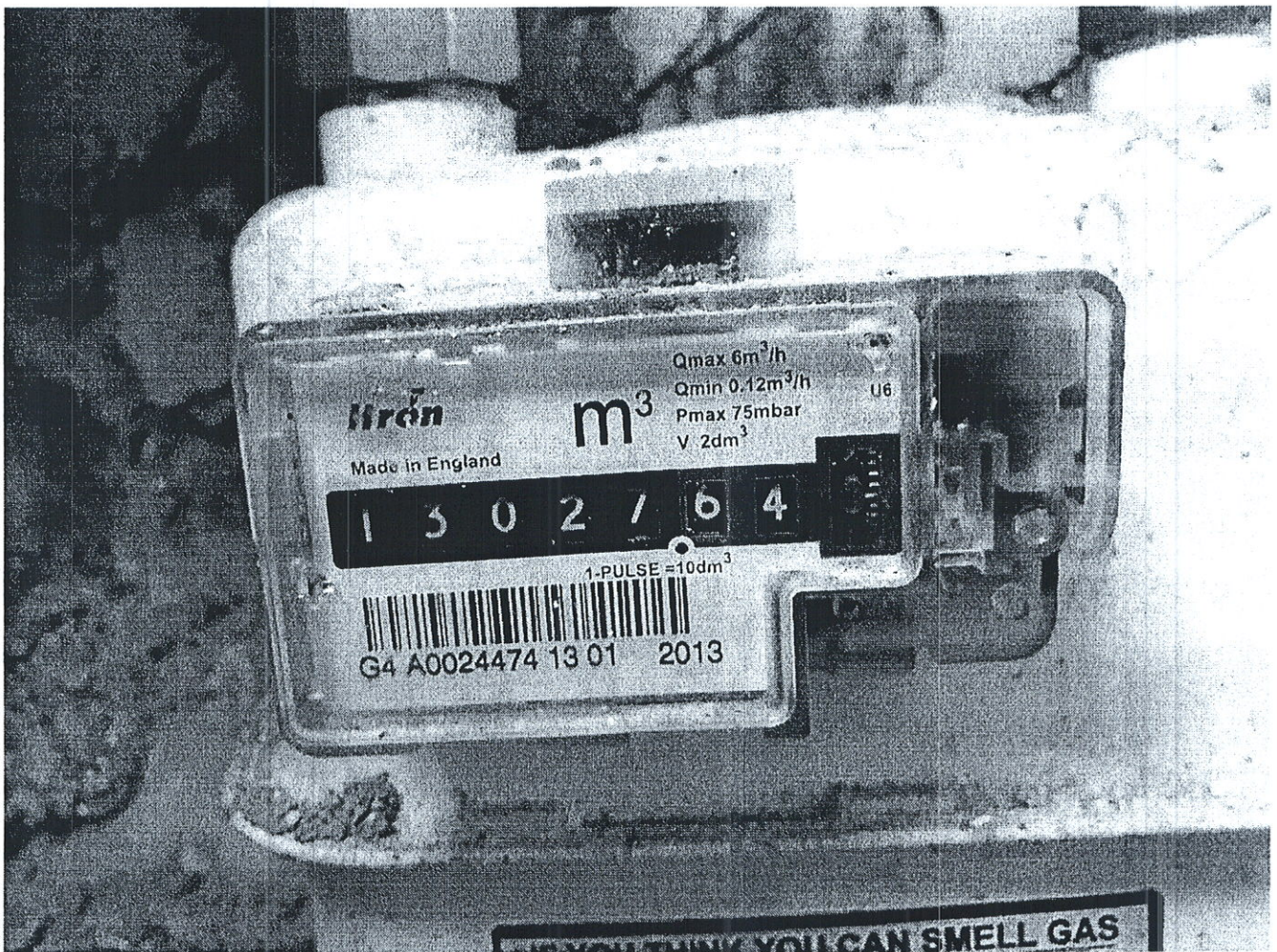
Eve/Wkend Rate
Meter Reading
(if applicable)

Gas - Start
Meter Reading

NOTE: You MUST provide us with start meter reading(s) for us to be able to process your Change of Tenancy



Sent from Yahoo Mail for iPhone



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Dear Esther and Business Licence,

Harlesden Area Action is a Residents' Association based in the Harlesden Area, encompassing both Harlesden and parts of the Kensal Green wards. We are very concerned with the level of ASB in the area and welcome Brent's initiative to improve the area through the adoption of the new Brent Statement of Licensing Policy and the Brent Cumulative Impact Zone proposals ([Item 18, Council, 25 November 2019](#)).

In that vein, we wish to see Brent apply the same measures iterated not only on new licences, but also for any applications related to sale of alcohol. Harlesden has a very high level of street drinking, antisocial behaviour and crime ([Appendix B, Brent CIZ](#), section 1, page 3). We wish to see a condition of Minimum Unit Pricing of 70p in place to help mitigate these issues ([Policy 24](#)) applied to the application put forward by Way2Save Harlesden Ltd ([18009](#)). In addition, we would like: a ban on high strength alcohol sales (Policy 11); no sale of miniatures (Policy 12); and if possible, a ban on single can sales. Further, this application should be potentially considered as a new application since the original licensee was dissolved, resulting in the creation of a new company.

Lastly, we oppose the 24-hour licence to sell alcohol in Harlesden's Cumulative Impact Zone as it will only heighten the problems we currently experience on a daily basis. Brent should be seeking to reduce the availability of alcohol and not facilitate alcohol's accessibility.

Thank you for taking the above into consideration.

Best,

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From:

Sent: 30 December 2019 12:05

To: Business Licence <business.licence@brent.gov.uk>

Subject: Re: Licence Application:18009 Way2Save 30-12-2019

The problems of street drinking and the over availability of cheap strong alcohol within the Harlesden CIZ could be addressed under The Prevention of Public Nuisance. It is not narrowly defined in the 2003 Act and retains its broad common law meaning.

Please note, should this go to a hearing I will not be available to appear or give a statement. I have only provided the previous information (eg sales taking place on 25 December when no TEN was in place) as information to the Licensing team. I believe formal representations should be provided by the responsible licensing authorities

Kind regards

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