

**Sent:** 31 October 2021 19:52

**To:** Legister, Linda <Linda.Legister@brent.gov.uk>

**Cc:** Business Licence <business.licence@brent.gov.uk>;

**Subject:** RE: Premises Licence number 152252 - Application to vary numbered 22739 280 Watford Road Harrow HA1 3TZ Blue Ginger Restaurant & Bar Ltd/Big Shots

**Importance:** High

Dear Ms Legister/Business Licence Department,

I have learned that an application has been made to vary the Premises Licence number 152252, last varied following the hearing on 24 September 2020 (attached).

Is it not the practice of the Council to inform those local residents have objected on the last variation that a further variation extending the area over which the applicant will be able to sell alcohol has been applied for?

I shall be lodging a more detailed objection to this yet further expansion of licensed areas within the property and note the consultation ends on 3 November. Please lodge this email in the interim as an objection to the application on the basis that it appears to extend licensing to Areas B and F, over which the applicant has no control \*\*, and does not include any provision for any form of contractual arrangement with the leaseholder of those areas to ensure such control can be effected. This means that almost the entire building - to which children are positively encouraged to attend - will have bars throughout; timely collection of glasses and bottles hardly seems a gatekeeping mechanism for the proper protection of children, one of the Licensing objectives.

\*\* I have attempted to learn from the Council's Property Department if other areas of the premises are sublet (beyond those let to Blue Ginger Bar & Restaurant Limited or Paul Lawrence Management Ltd, of which I have copy subleases, and so am aware of the extent of their demises) but sadly I was unable to get confirmation to assist me.

I shall lodge further objections but, before I can complete these, I need some clarification of the plan and application, and further information without which it is difficult fully to understand the position put forward. **In light of the imminent closure of the consultation, I should appreciate a response by return, or confirmation that the consultation period will be extended to reflect the confusion inherent in the documents lodged.**

## **1 Licensing plan**

a) The first bullet point footnote to the plan under the heading "*The Upper Ground Floor*" refers to a further plan which is required for interpreting the full effect of this application ("*On the restaurant side, the bar at Area L (now designated as areas E,N,D) will be repositioned and the kitchen expanded as shown on **original licence plan attached to the premises licence updated by Neospace as at 05.09.21***"). Please supply a copy of this plan dated 05/09/ 21 which ought, perhaps, also to be uploaded to the information on the Licence page, so that any potential objectors might understand the position. I am unclear

which plan is referred to here as the "original licence plan" - is it that attached to the last variation which was dealt with in the Hearing on 24 September 2020?

b) The second bullet point seems to indicate that this uploaded plan is not a final plan: – *"The Cafe License Demise area my understanding is this will not be licensed for the sale of alcohol (Aisha please confirm) if so it would not need to be outlined in red"*

c) As to the third bullet point, I had understood from the last licence hearing that waiter/waitress service would go to the driving range bays, as part of the "control" to ensure that exterior areas forming the driving range bays would essentially be closed down from 10 PM, when the lights are turned off on the driving range bays. What is the layout of the individual driving range bays, if they are to include "sofas" as well as lighting, and how will that lighting be covered by the prohibition against lighting after 10 PM?

d) please explain the relevance of the pink colouring on the plan.

## 2 Licensing application

a) Who is the applicant? As pointed out previously, Blue Ginger Bar & Restaurant Limited only have a sublease of a relatively small area on the upper ground floor of the premises; the previous licence conditions dealt with the cooperation on management of the areas sublet to Paul Lawrence Management Ltd with Blue Ginger as applicant between those two parties. At the hearing, we were told we would see the provisions of that co-operation contractual agreement. I pointed out at that time that Blue Ginger had no right to possession or occupation or control over other areas of the building apart from its own sublet premises, and by whatever contractual arrangement it had come to with. Paul Lawrence Management Ltd in connection with the previous variation of the licence. However the areas labelled B and F are not let either to Blue Ginger Bar & Restaurant Limited or Paul Lawrence Management Ltd (or at any rate as far as I'm aware, having made some enquiries of Council to try to ascertain).

So how can any of the conditions applicable following the variation of last September be enforced in relation to these areas? Those areas are simply within the lease to Playgolf London Limited, and within its entire control - as not sublet; Playgolf London is not mentioned in this application.

b) I do not understand the seemingly contradictory references in the application to the sports bar in area "(b)" -presumably the applicant means area B. In Section 3, variation of Condition 9, it refers to that sports bar being "*an exclusive area for golfing patrons*" - yet, in Section 3, variation of Conditions 11 and 18 the words appear "*To be removed as it would become redundant if the new areas F and B are approved for opening to the general public.*" In case this is relevant to the considerations, could the applicant clarify whether Area B is only available to golfing patrons or the general public?

c) On what basis would Conditions 11 and 18 "*become redundant*", immediately as the precise user and occupier of these areas would be unknown, and the Council would have to approve the subletting under the terms of its Lease to Playgolf London Ltd. How is the only company with any right to regulate the terms of those areas controlled by the applicant, and therefore enforceable under Licensing?

c) in any event, the whole of the golf course is an area of public open space and is all "*approved for opening to the general public*".

d) whilst I realise that this is not the subject of the current application, I am concerned at the annotation on the plan as to the area K "proposed garden (phase 2)", with a large bar area immediately adjoining to opening doors marked "fire exit" (for the present, one might fear). The application for a variation last September made it quite clear that steps must be taken to ensure that sound and of the nuisance is not allowed to "escape" from the building.

Thank you.