



LICENSING SUB-COMMITTEE (REVISED AGENDA)

Meeting to be held on: 11 February 2021 AT 10.00A.M

Meeting to be held via: Microsoft Teams

MEMBERSHIP: Councillor P Kaur
Councillor Samra
Councillor Ward

Democratic Services, The Council House, Lichfield Street, Walsall, WS1 1TW
Contact Name: **Matt Powis** -Telephone: (01922) **654764** - Fax: (01922) 654301
www.walsall.gov.uk

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please contact the person above**

A G E N D A

PART I - PUBLIC SESSION

1. Appointment of Chair
2. Welcome
3. Apologies
4. Declarations of Interest
5. Application for a Premises Licence Review under Section 51 of the Licensing Act 2003 in respect of 278 Wolverhampton Road, Walsall, WS2 8RQ.

Schedule 12A to the Local Government Act, 1972 (as amended)

Access to information: Exempt information

Part 1

Descriptions of exempt information: England

1. Information relating to any individual.
2. Information which is likely to reveal the identity of an individual.
3. Information relating to the financial or business affairs of any particular person (including the authority holding that information).
4. Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office holders under, the authority.
5. Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.
6. Information which reveals that the authority proposes:
 - (a) to give any enactment a notice under or by virtue of which requirements are imposed on a person; or
 - (b) to make an order or direction under any enactment.
7. Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.
8. Information being disclosed during a meeting of a Scrutiny and Performance Panel when considering flood risk management functions which:
 - (a) Constitutes a trades secret;
 - (b) Its disclosure would, or would be likely to, prejudice the commercial interests of any person (including the risk management authority);
 - (c) It was obtained by a risk management authority from any other person and its disclosure to the public by the risk management authority would constitute a breach of confidence actionable by that other person.

The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012

Specified pecuniary interests

The pecuniary interests which are specified for the purposes of Chapter 7 of Part 1 of the Localism Act 2011 are the interests specified in the second column of the following:

Subject	Prescribed description
Employment, office, trade, profession or vocation	Any employment, office, trade, profession or vocation carried on for profit or gain.
Sponsorship	<p>Any payment or provision of any other financial benefit (other than from the relevant authority) made or provided within the relevant period in respect of any expenses incurred by a member in carrying out duties as a member, or towards the election expenses of a member.</p> <p>This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Regulations (Consolidation) Act 1992.</p>
Contracts	<p>Any contract which is made between the relevant person (or a body in which the relevant person has a beneficial interest) and the relevant authority:</p> <p>(a) under which goods or services are to be provided or works are to be executed; and</p> <p>(b) which has not been fully discharged.</p>
Land	Any beneficial interest in land which is within the area of the relevant authority.
Licences	Any licence (alone or jointly with others) to occupy land in the area of the relevant authority for a month or longer.
Corporate tenancies	<p>Any tenancy where (to a member's knowledge):</p> <p>(a) the landlord is the relevant authority;</p> <p>(b) the tenant is a body in which the relevant person has a beneficial interest.</p>
Securities	<p>Any beneficial interest in securities of a body where:</p> <p>(a) that body (to a member's knowledge) has a place of business or land in the area of the relevant authority; and</p> <p>b) either:</p> <p>(i) the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or</p> <p>(ii) if the share capital of that body is more than one class, the total nominal value of the shares of any one class in which the relevant person has a beneficial interest exceeds one hundredth of the total issued share capital of that class.</p>

Information to accompany notice of hearing

Rights of a Party

- Subject to Regulations 14(2) and 25 *, a party may attend the hearing and may be assisted or represented by any person whether or not that person is legally qualified.
- At the hearing, a party shall be entitled to -
 - (a) in response to a point upon which the Authority has given notice to a party that it will want clarification, give further information in support of their application, representations or notice (as applicable);
 - (b) if given permission by the Authority, question any other party; and
 - (c) address the Authority.

(* Regulation 14(2) states “The Licensing Authority may exclude the public from all or part of a hearing where it considers that the public interest in so doing outweighs the public interest in the hearing, or that part of the hearing, taking place in public.” Regulation 25 states “The Authority may require any person attending the hearing who, in their opinion, is behaving in a disruptive manner to leave the hearing and may -

- (a) refuse to permit that person to return; or
- (b) permit him to return only on such conditions as the Authority may specify.

but such person may, before the end of the hearing, submit to the Authority in writing any information which they would have been entitled to give orally had they not been required to leave”).

Non-attendance of a party at the hearing

- (1) If a party has informed the Authority that he does not intend to attend or be represented at a hearing, the hearing may proceed in his absence.
- (2) If a party who has not so indicated, fails to attend or be represented at a hearing, the Authority may -
 - (a) where it considers it to be necessary in the public interest, adjourn the hearing to a specified date; or
 - (b) hold the hearing in the party’s absence.

- (3) Where the Authority holds the hearing in the absence of a party, the Authority shall consider at the hearing the application, representations or notice made by that party.
- (4) Where the Authority adjourns the hearing to a specified date, it must forthwith notify the parties of the date, time and place to which the hearing has been adjourned.

Procedure to be followed at the hearing

- At the beginning of the hearing, the Authority shall explain to the parties the procedure that will be followed and shall consider any request by a party for permission for another person to appear at the hearing.
- The hearing will usually be conducted in public, although the Sub-Committee may exclude the public from all or part of a hearing where it is considered expedient.
- The hearing will take the form of a discussion led by the Authority and cross-examination will not normally be permitted unless the Authority considers that cross-examination is required for it to consider the representations, application, or notice, as the case may require.
- The hearing will proceed as follows:-
 1. The Chair to open the meeting, introducing Members and officers to all parties, members of the public, explain the nature of the application and the procedure to be followed.
 2. The applicant or their representative; relevant Authorities or their representatives; objectors or their representative to introduce themselves to the Sub-Committee.
 3. The Chair to ensure everyone has a full copy of documents for the hearing and to deal with any preliminary issues that may affect the hearing, for example, an application for an adjournment to consider fresh or late evidence.
 4. The Licensing Officer to tender a report to the Sub-Committee, outlining the application, any relevant representations and relevancies to the Local Authority licensing policy statement and statutory guidance.
 5. The Sub-Committee or other parties to seek points of clarification from the Licensing Officer on his report, if necessary.
 6. The responsible Authorities, or their representatives, to make relevant representations in relation to the application.
 7. The applicant and other interested parties to ask questions of the responsible Authorities in relation to their representations.
 8. Sub-Committee Members to ask relevant questions of the responsible Authorities in relation to their representations.
 9. Interested parties to be invited, if they wish to, to make relevant representations to the Sub-Committee.
 10. The applicant or person representing them to ask questions of the interested parties in relation to their representations.

11. Sub-Committee Members to ask relevant questions of the interested parties in relation to their representations.
12. The applicant, or their representative, to present their case to the Sub-Committee.
13. The responsible Authorities, or their representatives, to ask questions of the applicant.
14. The interested parties, or their representative, to ask questions of the applicant.
15. The Sub-Committee to ask questions of the applicant.
16. The Chair to invite any parties making representations, and the applicant, to briefly summarise their case, if they wish.
17. The Chair will check that the parties have said all that they wish to.
18. The Sub-Committee will then decide on the matter in private and all persons, except the legal advisor and the Committee administrator, will withdraw from the hearing.
19. All the parties will then be recalled and the decision of the Sub-Committee will be delivered, including any conditions placed on the licence (if granted) and the licensing objective that they relate to.

Determinations

- In most cases, the Sub-Committee will make a determination at the conclusion of the hearing. In all cases, the determination will be in writing, giving reasons for the decision.
- The Sub-Committee will consider its final decision in private, accompanied by the Legal Officer and the Committee Clerk. Any legal advice given to Members of the Sub-Committee will be repeated by the Legal Officer to the parties when the decision is announced publicly.

Action following receipt of notice of hearing

- (1) A party shall give to the Authority, within the period of time provided for in the following provisions of this Regulation, a notice stating -
 - (a) whether he intends to attend or be represented at the hearing;
 - (b) whether he considers a hearing to be unnecessary.
- (2) In a case where a party wishes any other person (other than the person he intends to represent him at the hearing) to appear at the hearing, the notice referred to in Paragraph (1) shall contain a request for permission for such other person to appear at the hearing accompanied by details of the name of that person and a brief description of the point or points on which that person may be able to assist the Authority in relation to the application, representations or notice of the party making the request.
- (3) In the case of a hearing under -
 - (a) Section 48(3)(a) (cancellation of interim authority notice following police objection); or
 - (b) Section 105(2)(a) (counter notice following police objection to temporary event notice),

the party shall give the notice no later than one working day before the day or the first day on which the hearing is to be held.
- (4) In the case of a hearing under -
 - (a) Section 167(5)(a) (review of Premises Licence following Closure Order);
 - (b) Paragraph 4(3)(a) of Schedule 8 (determination of application for conversion of existing licence);
 - (c) Paragraph 16(3)(a) of Schedule 8 (determination of application for conversion of existing Club Certificate); or
 - (d) Paragraph 26(3)(a) of Schedule 8 (determination of application by holder of Justices Licence for grant of Personal Licence),

the party shall give the notice no later than two working days before the day or the first day on which the hearing is to be held.
- (5) In any other case, the party shall give the notice no later than five working days before the day or the first day on which the hearing is to be held.

Right to dispense with hearing if all parties agree

- (1) An Authority may dispense with holding a hearing if all persons required by the Act to agree that such a hearing is unnecessary, other than the Authority itself, have done so by giving notice to the Authority that they consider a hearing to be unnecessary.
- (2) Where all the persons required by the Act to agree that a hearing is unnecessary have done so in accordance with Paragraph (1), the Authority, if it agrees that a hearing is unnecessary, must forthwith give notice to the parties that the hearing has been dispensed with.

Withdrawal of representations

A party who wishes to withdraw any representations they have made may do so -

- (a) by giving notice to the Authority no later than 24 hours before the day or the first day on which the hearing is to be held; or
- (b) orally at the hearing.

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LICENSING SUB-COMMITTEE
ORDER OF PROCEEDINGS

1. Introductions.
2. Licensing Officer to present report outlining the application, relevant representations and relevance to the Local Authority licensing policy statement and statutory guidance.
3. Questions to the Licensing Officer from the Sub-Committee or other parties.
4. The responsible Authorities to make relevant representations in relation to the application.
5. The applicant, interested parties and Sub-Committee to ask questions of the responsible Authorities.
6. Interested parties to make representations.
7. The applicant, responsible Authorities and Sub-Committee to ask questions of the interested parties.
8. The applicant to present their case.
9. Responsible Authorities, interested parties and Sub-Committee to ask questions of the applicant.
10. All parties to briefly summarise their case.
11. The Chair to check that all parties have said all they wish to.
12. The Sub-Committee to deliberate in private, all persons except the Legal Adviser and Committee Administrator, to withdraw from the hearing.
13. All parties to be recalled and advised of the Sub-Committee's decision and inform parties in regard to the right of appeal to the Magistrates Court under Section 181 of the Licensing Act 2003

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Appointment of Chair

Welcome

Apologies

Declarations of Interest

European Off Licence
and Convenience Store
278 Wolverhampton
Road, Walsall, WS2
8RQ



Walsall Council

REPORT OF THE DIRECTOR OF RESILIENT COMMUNITIES

LICENSING SUB - COMMITTEE

11 FEBRUARY 2021

APPLICATION FOR A PREMISES LICENCE REVIEW UNDER SECTION 51 OF THE LICENSING ACT 2003

**European Off Licence and Convenience Store
278 Wolverhampton Road
Walsall
WS2 8RQ**

1.0 Summary of Report

- 1.1 For members of the licensing sub-committee to determine an application for a premises licence review, in respect of European Off Licence & Convenience Store, 278 Wolverhampton Road, Walsall, WS2 8RQ.
- 1.2 The review application is made by the Chief Inspector for Weights & Measures for Walsall Council, a responsible authority under the terms of the Licensing Act 2003.
- 1.3 The application cannot be determined under officer delegated authority.

2.0 Recommendations

- 2.1 That the licensing sub-committee having regard to the submitted review application, determine what steps if any, are considered necessary for the promotion of the licensing objectives at these premises.
- 2.2 Where the licensing authority considers that action under its statutory powers is appropriate, it may take any of the following steps:
 - modify the conditions of the premises licence (which includes adding new conditions or any alteration or omission of an existing condition),
 - exclude a licensable activity from the scope of the licence,
 - remove the designated premises supervisor,
 - suspend the licence for a period not exceeding three months;
 - revoke the licence.

3.0 Background information

- 3.1 The current premises licence which includes the operating schedule and premises plan is attached as **Appendix 1**. Mr Bikramjit Singh Mann is the premises licence holder and also the nominated Designated Premises Supervisor.
- 3.2 A street map of the locality is given as **Appendix 2**.
- 3.3 The Chief Inspector for Weights & Measures for Walsall Council has submitted an application to review the premises licence for European Off Licence & Convenience Store, on the grounds that the premises licence holder is not promoting the statutory licensing objectives of the prevention of crime and disorder. A copy of the application is given as **Appendix 3**.
- 3.4 The initial premises licence review application containing summary detail was received by the licensing authority on 9th December 2020. The review application outlines that the premises has been found selling illegal tobacco products on 3 different occasions by Trading Standards following numerous complaints registered against the premises. Counterfeit and incorrectly labelled cigarettes has also been bought from the store during a covert test purchase operation in the last year.
- 3.5 The application for review also informs us that the Designated Premises Supervisor (DPS) and the Premises Licence Holder Mr Bikramjit Singh Mann stated to Trading Standards that he has no involvement with the running of the business as he merely leases the premises to the owner of the business. This is contrary to section 10.28 of the guidance issued under the Act. Members are referred to section 4.3 of the report below which states:
- “the designated premises supervisor and the premises licence holder remain responsible for the premises at all times”***
- 3.6 In accordance with prescribed regulation, following the submission of the review application officers arranged for a premises licence review notice to be displayed for 28 consecutive days at the premises and on the council’s website.
- 3.7 The period for further written representations (of either a positive or negative nature) to be submitted from other responsible authorities and ‘other persons’ closed on 6th January 2021.
- 3.8 On the 10th December 2020 the Licensing Authority received an email from the Home Office (Immigration Enforcement) to inform that they would not be making any representations to the review application. A copy of the email is given as **Appendix 4**.

- 3.9 On 4th January 2021 the licensing authority were in receipt of an email from Mr Mann (Licence holder & DPS) on why the authority should not revoke the Premises Licence and documents relating to the different lease that have been in place for the different tenants. A copy of the email is given as **Appendix 5**.
- 3.10 On the 5th January 2021, the licensing authority were in receipt of an email from Jennifer Mellor (West Midlands Police) supporting review of the premises licence under the grounds of Prevention of Crime & Disorder. The representation also states that Mr Mann ignored his responsibilities as a premises licence holder and also a DPS (as stated under 4.3 of the report). West Midlands Police also request members to consider Public Safety and the Protection of Children from Harm as illicit tobacco is cheaper than duty paid tobacco which then can attract children to buy these products. A copy of the email is given as **Appendix 6**.
- 3.11 On the 5th January 2021 the licensing authority were in receipt of a representation from Neil Aston-Baugh (West Midlands Fire Service). Neil has commented on the fire risks that illicit tobacco holds. Public Safety is being undermined with the sale of potentially dangerous items. A copy of the email is given as **Appendix 7**.
- 3.12 On the 6th January 2021 the licensing authority were in receipt of a representation from Walsall Council's Trading Standards. The representation provides evidence of the letter that was sent to Mr Mann in January 2019 relating to a visit that took place on the 24th October 2018 where illegal tobacco was seized from the premises. A copy of the representation from Trading Standards is given as **Appendix 8**.
- 3.13 The representation from Trading Standards confirms that the premises was visited 8 times between August 2018 – August 2020 (including a visit by a Licensing Officer). From the 8 visits, 5 times the premises was found selling illicit tobacco. Appendix 8 also includes photos of the seized illicit tobacco.
- 3.14 On the 6th January 2021 the licensing authority were in receipt of a representation from Walsall Council's Public Health on the grounds of Public Safety. The representation comments on the impact illicit tobacco has on young people as they are cheaper to buy. There is good evidence that two-thirds of smokers take up smoking before the age of 18. The representation also shows national data that the population in Walsall has consistently significantly high deaths caused by smoking than either the West Midlands region or England. A copy of the representation from Public Health is given as **Appendix 9**.
- 3.15 No further representations have been received from any of the other responsible authorities or other persons.

- 3.16 The Licensing Authority is able to confirm that currently there is still an annual fee of £180 outstanding for the premises. The annual fee was due on the 24th November 2020 and an invoice was sent out on the 26th November 2020. Since 2013 the premises licence has been suspended 5 times for non-payment of annual fee. The annual fee each year is due on the same day (24th November). The table below shows details of number of times the licence was suspended for non-payment of annual fee:

Annual Fee due Date	Date Suspended	Date suspension lifted following payment of annual fee
24/11/2012	30/01/2013	04/02/2013
24/11/2013	09/12/2013	13/12/2013
24/11/2016	13/09/2017	10/01/2018
24/11/2017	14/03/2018	25/06/2018
24/11/2019	13/01/2020	13/01/2020

4.0 Resource Considerations.

- 4.1 **Financial:** Any decision taken by the Licensing Authority may be appealed to the Magistrates' Court. The Licensing Authority would have to bear the costs of defending such an appeal..
- 4.2 **Legal:** Any received application for review must be relevant to the promotion of the licensing objectives namely: Prevention of Crime and Disorder, Public Safety, Prevention of Public Nuisance, Protection of Children from Harm.

In determining the review application the licensing sub committee must have regard to:

- The need to promote the four licensing objectives.
 - Representations made.
 - Relevant sections of the Licensing Act 2003.
 - Relevant sections of the statutory guidance issued under s.182 of the Act.
 - The licensing authorities' policy statement.
- 4.3 Paragraph 10.28 of Section 182 Guidance issued under The Licensing Act 2003 states:

The 2003 Act does not require a designated premises supervisor or any other personal licence holder to be present on the premises at all times when alcohol is sold. However, the designated premises supervisor and the premises licence holder remain responsible for the premises at all times including compliance with the terms of the 2003 Act and conditions attached to the premises licence to promote the licensing objectives.

In determining the review application the sub-committee can take such steps as it considers necessary for the promotion of the licensing objectives:

- Take no further action.
- Modify the conditions of the licence.
- Exclude a licensable activity from the scope of the licence.
- Removal of the designated premises supervisor (if applicable).
- Suspend the licence for a period not exceeding three months.
- Revoke the licence.

In deciding which of these powers to invoke, it is expected that licensing authorities should so far as possible seek to establish the cause or causes of the concerns that the representations identify. The remedial action taken should generally be directed at these causes and should always be no more than an appropriate and proportionate response to address the causes of concern that instigated the review.

Where the sub-committee takes the step to modify the conditions of licence or exclude a licensable activity, it may provide that the modification or exclusion is to have effect for one such period (not exceeding three months) as it may specify.

The licensing authority may decide that the review does not require it to take any further steps appropriate to promoting the licensing objectives. In addition, there is nothing to prevent a licensing authority issuing an informal warning to the licence holder and/or to recommend improvement within a particular period of time. It is expected that licensing authorities will regard such informal warnings as an important mechanism for ensuring that the licensing objectives are effectively promoted and that warnings should be issued in writing to the licence holder.

However, where responsible authorities such as the police or environmental health officers have already issued warnings requiring improvement – either orally or in writing – that have failed as part of their own stepped approach to address concerns, licensing authorities should not merely repeat that approach and should take this into account when considering what further action is appropriate (11.18 Guidance).

Where the applicant for review, holder of the premises licence or any other person who made relevant representations in relation to the application is aggrieved by the decision of the licensing authority, appeal is to magistrates court where the reasonableness or otherwise of the decision will be tested.

Where authorised persons and responsible authorities have concerns about problems identified at premises, it is good practice for them to give licence holders early warning of their concerns and the need for improvement, and where possible they should advise the licence or certificate holder of the steps they need to take to address those concerns. A failure by the holder to respond to such warnings is expected to lead to a decision to apply for a review. Co-operation at a local level in promoting the licensing objectives should be encouraged and reviews should not be used to undermine this cooperation.

4.4 Paragraph 11.24 of the guidance states:

A number of reviews may arise in connection with crime that is not directly connected with licensable activities. For example, reviews may arise because of drugs problems at the premises, money laundering by criminal gangs, the sale of contraband or stolen goods, the sale of firearms, or the sexual exploitation of children. Licensing authorities do not have the power to judge the criminality or otherwise of any issue. This is a matter for the courts. The licensing authority's role when determining such a review is not therefore to establish the guilt or innocence of any individual but to ensure the promotion of the crime prevention objective.

4.5 Paragraph 11.25 of the guidance states:

Reviews are part of the regulatory process introduced by the 2003 Act and they are not part of criminal law and procedure. There is, therefore, no reason why representations giving rise to a review of a premises licence need be delayed pending the outcome of any criminal proceedings. Some reviews will arise after the conviction in the criminal courts of certain individuals, but not all. In any case, it is for the licensing authority to determine whether the problems associated with the alleged crimes are taking place on the premises and affecting the promotion of the licensing objectives. Where a review follows a conviction, it would also not be for the licensing authority to attempt to go beyond any finding by the courts, which should be treated as a matter of undisputed evidence before them.

4.6 There is certain criminal activity that may arise in connection with licensed premises which should be treated particularly seriously. These are the use of the licensed premises:

- for the sale and distribution of drugs controlled under the Misuse of Drugs Act 1971 and the laundering of the proceeds of drugs crime;
- for the sale and distribution of illegal firearms;
- for the evasion of copyright in respect of pirated or unlicensed films and music, which does considerable damage to the industries affected;
- for the illegal purchase and consumption of alcohol by minors which impacts on the health, educational attainment, employment prospects and propensity for crime of young people;

- for prostitution or the sale of unlawful pornography;
- by organised groups of paedophiles to groom children;
- as the base for the organisation of criminal activity, particularly by gangs;
- for the organisation of racist activity or the promotion of racist attacks;
- for employing a person who is disqualified from that work by reason of their immigration status in the UK;
- for unlawful gambling; and
- ***for the sale or storage of smuggled tobacco and alcohol.***

It is envisaged that licensing authorities, the police, the Home Office (Immigration Enforcement) and other law enforcement agencies, which are responsible authorities, will use the review procedures effectively to deter such activities and crime. Where reviews arise and the licensing authority determines that the crime prevention objective is being undermined through the premises being used to further crimes, it is expected that revocation of the licence – even in the first instance – should be seriously considered.

4.7 **Staffing:** Nothing arising from this report.

5.0 **Citizen impact**

5.1 None arising from this report.

6.0 **Community Safety.**

6.1 Is addressed through the review hearing process.

7.0 **Environmental impact**

7.1 None arising from this report.

8.0 **Performance and risk management issues**

8.1 None arising from this report.

9.0 **Equality implications**

9.1 None arising from this report.

10.0 **Consultation**

10.1 Carried out in accordance with prescribed regulation.

11.0 Contact Officer

11.1 Sayful Alom – Sayful.alom@walsall.gov.uk

12.0 Appendices

- 12.1 Appendix 1 – Current premises licence.
Appendix 2 – Street map of the locality.
Appendix 3 – Application for review.
Appendix 4 – Response from Home Office
Appendix 5 – Email from Premises Licence Holder
Appendix 6 – Email from West Midlands Police
Appendix 7 – Email from West Midlands Fire Service
Appendix 8 – Representation from Trading Standards
Appendix 9 – Representation from Public Health

Licensing Act 2003 Premises Licence Number: WS/PRL/0221

(Walsall Council reference WK/200505715)

Part 1 – Premises details

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

278 Wolverhampton Road
Walsall
West Midlands
WS2 8RQ

Telephone number of premises

01922 641212

Where the licence is time limited the dates

The licence is not time limited

Subject to the conditions set out in this licence and its annexes, the following licensable activities are licensed:

Alcohol Sales for consumption off the premises

The times the licence authorises the carrying out of licensable activities

Alcohol Sales

Monday to Saturday 08:00 – 23:00

Sunday 10:00 – 22:30

Plus non-standard times detailed in operating schedule (Annex 2)

The opening hours of the premises

This is a “conversion” from a Licence under a previous licensing regime whereby premise opening hours were not stipulated.

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

Only "Off"

Part 2 – Details of Licence Holder

Name, (registered) address, telephone number and e-mail (where relevant) of holder of premises licence

Mr Bikramjit Singh Mann
278 Wolverhampton Road
Walsall
West Midlands
WS2 8RQ

Home:

Work: 01922 641212

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

Not applicable

Part 3 – Details of Designated Premises Supervisor

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

Bikramjit Singh Mann

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

Bikramjit Singh Mann
Personal Licence Number – WS/PEL/0161
Licensing Authority – Walsall Council

Part 4 – Licence approval

Approved on behalf of Walsall Metropolitan Borough Council



Dr Judith Sunley
Head of Public Protection

Effective from: 24th November 2005

Annex 1 - Mandatory conditions

The following conditions apply where relevant:

Conditions that apply to the sale of Alcohol:

No supply of alcohol may be made under this licence;

- (a) At a time when there is no Designated Premises Supervisor in respect of this licence, or
- (b) at a time when the Designated Premises Supervisor does not hold a personal Licence or his/her personal licence is suspended

Every supply of alcohol under this licence must be made or authorised by a person who holds a personal licence

Conditions that apply to Security:

Each individual at the premises in order to carry out security activity must be licensed by the Security Industry Authority (SIA).

Conditions that apply to the exhibition of films:

Where a film classification body has specified that the exhibition of a film is restricted, the admission of children to the film must be restricted in accordance with the recommendations of that body.

General Conditions:

Unless provided for within the operating schedule, this licence is granted subject to such conditions as to reproduce the effect of the following:

- (a) Licensing Act 1964
- (b) Children and Young Persons Act 1933
- (c) Cinematograph (safety) regulations 1955
- (d) Sporting Events (control of alcohol etc) act 1985

Annex 2 - Conditions consistent with the Operating Schedule

Alcohol Sales Off the Premises			
Day	Start	Finish	Non-standard times
Mon	08:00	23:00	Good Friday 08:00 - 22:30
			Christmas Day 12:00 - 15:00
Tues	08:00	23:00	19:00 - 22:30
Wed	08:00	23:00	
Thurs	08:00	23:00	
Fri	08:00	23:00	
Sat	08:00	23:00	
Sun	10:00	22:30	

The following adult entertainment or services, activities or other matters ancillary to the use of the premises that might give rise to concern in respect of children have been highlighted by the applicant:

None

Conditions volunteered by the applicant in order to promote the licensing objectives:

(a) General – all four licensing objectives

None

(b) The prevention of crime and disorder

None

(c) Public safety

None

(d) The prevention of public nuisance

None

(e) The protection of children from harm

None

Annex 3 - Conditions agreed by the applicant following mediation

None

Annex 4 - Conditions attached after a hearing by the licensing authority

Not applicable - this application was not subject to a hearing.

Annex 5 – Plans

J. K. KALSI

Building Designs & Technical Services - - - - Licensing

2 Cowley Road, Penn, Wolverhampton, WV3 7LR - Tel: 01902-620330 - Email: jkalsi@bhuyonder.co.uk



Ground Fl. Plan
Scale: 1:100



Site Plan
Scale: 1:500

J K Kalsi
Building Designs & Technical Services
2 Cowley Road
Wolverhampton
WV3 7LR
Tel: 01902-620330
Email: jkalsi@bhuyonder.co.uk

Drawn: JK
Date: 04/08/05
Disc: 28/05/04

Client: Mr. Bhuvan Singh Mann
Beer Business
278 Wolverhampton Road,
Walsall, WS2 8HQ

Drawing Title: SHOP LAYOUT PLAN FOR OFF LICENCE TRANSFER

RECEIVED
06 AUG 2005

- Key**
- FD Fire Resisting Door
 - FD+ Doors fitted with push bar
 - FE Fire Exit Sign
 - ES Exit directional sign
 - FEI Illuminated Fire Exit Boxes
 - FEW Fire Extinguisher- water type
 - FEF Fire Extinguisher- foam type
 - FEV Fire Extinguisher- vapourising liquid
 - FEA Fire alarm call point
 - FEAD Fire alarm audible warning device
 - EL Emergency lighting luminaire
 - AFD Automatic fire detection Heat/smoke
 - CCTV CAMERA
 - CCTV MONITOR
 - LICENCED AREA

End of annexes



WALSALL COUNCIL

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

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

Before completing this form please read the guidance notes at the end of the form. If you are completing this form by hand please write legibly in block capitals. In all cases ensure that your answers are inside the boxes and written in black ink. Use additional sheets if necessary.

You may wish to keep a copy of the completed form for your records.

I Stuart Powell, Chief Inspector of Weights and Measures, Walsall Metropolitan Borough Council

(Insert name of applicant)

apply for the review of a premises licence under section 51 of the Licensing Act 2003 for the premises described in Part 1 below

Part 1 – Premises or club premises details

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

European Off Licence and Convenience Store, 278 Wolverhampton Road, Walsall, WS2 8RQ

Post town Walsall

Post code (if known) WS2 8RQ

Name of premises licence holder or club holding club premises certificate (if known)

Mr Bikramjit Singh Mann

Number of premises licence or club premises certificate (if known)

WS/PRL/0221

Part 2 - Applicant details

I am

Please tick ✓ yes

1) an individual, body or business which is not a responsible authority (please read guidance note 1, and complete (A) or (B) below)

2) a responsible authority (please complete (C) below)

3) a member of the club to which this application relates

(please complete (A) below)

(A) DETAILS OF INDIVIDUAL APPLICANT (fill in as applicable)

Please tick ✓ yes

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

Surname

First names

I am 18 years old or over

Please tick ✓ yes

**Current postal
address if
different from
premises
address**

Post town

Post Code

Daytime contact telephone number

**E-mail address
(optional)**

(B) DETAILS OF OTHER APPLICANT

Name and address

Telephone number (if any)

E-mail address (optional)

(C) DETAILS OF RESPONSIBLE AUTHORITY APPLICANT

Name and address:

Stuart Powell, Chief Inspector of Weights & Measures, Walsall Council, Civic Centre,
Darwall Street, Walsall, WS1 1TP

Telephone number (if any)
01922 653040

E-mail address (optional)
tradingstandards@walsall.gov.uk

This application to review relates to the following licensing objective(s)

- Please tick one or more boxes ✓
- 1) the prevention of crime and disorder
 - 2) public safety
 - 3) the prevention of public nuisance
 - 4) the protection of children from harm

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

The grounds for this application for a review of a premises licence are that one of the licensing objectives has been seriously undermined, namely the prevention of crime and disorder, by virtue of illegal tobacco (cigarettes and hand rolling tobacco) being sold from the premises

Illegal tobacco products can fall into three categories;

- Genuine well known brands which are made to be sold outside of the UK and then smuggled into the UK thus avoiding duty (eg Marlboro, Benson & Hedges)
- Counterfeits of genuine brands
- Little known brands which are made specifically for smuggling often referred to as "cheap whites" (eg NZ Slim).

Additionally all cigarettes and tobacco has to be marked with designated health warnings and since May 2016 cigarettes must be sold in standardised plain packaging. Cigarettes must also pass self extinguishing fire safety tests.

Criminal offences for illegal tobacco products are committed under:

- Trade Marks Act 1994 for counterfeit products, (which carries a penalty of unlimited fines and/or imprisonment of up to ten years);
- General Product Safety Regulations 2005 for selling cigarettes which do not self extinguish as required
- Consumer Protection Act 1987: for selling tobacco products without correct labelling.

- Tobacco Products Duty Act 1979 and Customs and Excise Management Act 1979 for tobacco products specifically made for smuggling (cheap whites) counterfeit products and genuine products that do not have a UK duty stamp.
- Licensing Act 2003 for the storage of smuggled tobacco.

Section 11 of the 2018 Guidance to the Licensing Act 2003 deals with licence reviews and the review process. Paragraph 11.27 states:

'There is certain criminal activity that may arise in connection with licensed premises which should be treated particularly seriously. These are the use of the licensed premises:...'

• [amongst a number of other things] for the sale or storage of smuggled tobacco and alcohol.'

Walsall Trading Standards has received numerous complaints about illegal tobacco being sold from the premises and a large quantity of illegal tobacco products has been found in the store on three occasions during visits by Trading Standards Officers and a tobacco detector dog. Counterfeit and incorrectly labelled cigarettes has also been bought from the store during a covert test purchase operation in the last year.

Furthermore, the named Designated Premises Supervisor, Mr Bikramjit Singh Mann who is the owner of the premises, and also the Premises Licence holder, has stated to trading standards that he has no involvement with the running of the business as he merely leases the premises to the owner of the business. This lack of involvement by Mr Mann is contrary to Paragraph 10.28 of the Revised Guidance issued in April 2018 under section 182 of the Licensing Act 2003. The guidance states

'..the DPS and the premises licence holder remain responsible for the premises at all times.'

Mr Mann is fully aware that sales of illegal tobacco have taken place in the store, and was invited to be interviewed about the offences by trading standards following the first seizure of cigarettes and tobacco.

As a consequence, it is felt that it is necessary and proportionate to request a review of the premises licence as the business owners are involved in an illegal activity; it is a criminal offence to sell or have possession for sale tobacco products of this type. Illegal tobacco is produced, smuggled and distributed by organised crime gangs with large profits to be made. These activities also have the potential to have a serious detrimental effect on the health of customers, facilitate smoking by children and to bring more crime into the area.

In addition, there are questions relating to the lack of involvement in the business of the DPS and Premises Licence Holder.

Committee is asked to consider revocation of the premises licence.

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

The trading standards section of Walsall Council is responsible for enforcing the law in relation to counterfeit products, product safety (including labelling) and under age sales of products, including alcohol and cigarettes. As part of this programme of enforcement, intelligence is gathered from different sources and action taken depending on the severity of the potential breaches of legislation.

Intelligence received by trading standards in 2018 indicated that sales of counterfeit, illegal and non-duty paid cigarettes and hand rolling tobacco were being made from European Off Licence and Convenience Store.

In October 2018, trading Standards and a tobacco search dog visited the store and found over 26000 illegal cigarettes and a quantity of illegal hand rolling tobacco. Some of this was in a bag in a storeroom, but the majority was hidden in a ceiling behind a light fitting. The light fitting was held closed by an electromagnet.

Deliberate concealment of these products indicates that there is a knowledge that they cannot be legally sold and that the seller is committing a crime.

Following information that illegal sales of tobacco were still taking place, on instruction from trading standards, a test purchase was made from the store in December 2018. The purchaser was charged £5 for a packet of 20 Marlboro cigarettes, which it was immediately obvious did not comply with UK labelling Regulations for tobacco products. Genuine Marlboro cigarettes usually retail for approximately £11 a packet. The test purchaser who bought Marlboro cigarettes from this store was charged £5, when the normal retail price for this brand is approximately £11 a pack.

Following a trading standards investigation into the supply of illegal cigarettes from the store, it was found that the owner (owner A) of the business at the time the cigarettes were found in the ceiling was out of the country. This owner stated in an interview under caution that he did not know who he had bought the business from, had no details of the staff working for him, didn't know the guarantor for his rent payments and had no details of the person that he subsequently sold the business to (Owner B). Owner A also stated that when he took over the business, there was an agreement with Mr Mann that he would become the DPS. This never happened.

In January 2019, during the investigation into the illegal cigarettes found in October 2018, Mr Mann told trading standards that he was not involved with the business and should not now be the DPS. It was also found that the business had a new owner (owner B), who also stated that he was to become the DPS.

It was after the business was sold to owner B that the test purchase of Marlboro cigarettes was made. Owner B is already under investigation by trading standards for the supply of illegal cigarettes from another store in the borough.

Intelligence has subsequently been received by trading standards that sales of illegal tobacco were ongoing from these premises. Because of this, a further visit was made to the store by officers from trading standards and police on 13 September 2019. During this visit, over 19000 illegal cigarettes were found in the flat above the store. Owner B was not present during this visit, and the male serving in the store had a key to the flat, but stated that he lived at a different address.

Into 2020 and more complaints were received that illegal tobacco was still being sold from this store and a covert test purchase was made during which a branded packet

of Richmond Blue was sold. These have been examined by the trade mark holder and found to be counterfeit.

Following this, trading standards and West Midlands Police carried out a search, where 22380 illegal cigarettes and 300 grammes of hand rolling tobacco were found. Many of the cigarettes were still in the boxes used to smuggle them into the UK and were found in a storeroom. The owner of the store, still owner B, said while under caution that he knew they were illegal and that it was an offence to sell them.

Despite both owner A and owner B stating that there were steps in place for them to become the DPS, and their landlord Mr Bikramjit Singh Mann, denying that he has anything to do with the businesses operating from his premises, Mr Mann is still the DPS in October 2020.

The 2018 Guidance also states that;

4.31 'Every premises licence that authorises the sale of alcohol must specify a DPS. This will normally be the person who has been given day to day responsibility for running the premises by the premises licence holder. The only exception is for community premises which have successfully made an application to remove the usual mandatory conditions set out in the 2003 Act.'

Further, 4.37 of the Guidance states

'Only one DPS may be specified in a single premises licence, but a DPS may supervise two or more premises as long as the DPS is able to ensure that the licensing objectives are properly promoted and that each premises complies with the 2003 Act and conditions on the premises licence.'

It is clear that there are serious issues with the level of control of the business by Mr Mann, and it appears from his own admission that he does not have any responsibility for the business operating from his premises and cannot therefore promote the licensing objectives or compliance with the Act.

There have been long term and regular breaches at these premises of the Licensing Act 2003 and other legislation enacted to prevent harm to both consumers and honest businesses.

Committee is requested to consider revocation of the premises licence for this premises.

tick ✓ yes

Have you made an application for review relating to the premises before

Please

No

If yes please state the date of that application

Day Month Year

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

If you have made representations before relating to the premises please state what they were and when you made them

tick ✓ yes

Please

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

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

Part 3 – Signatures (please read guidance note 4)

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

Signature 

Date . 09/12/2020

Capacity **Applicant**

Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 6)	
Post town	Post Code
Telephone number (if any)	
If you would prefer us to correspond with you using an e-mail address your e-mail address (optional)	

Notes for Guidance

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

6. This is the address which we shall use to correspond with you about this application.

From: ISD Alcohol Licensing <Alcohol@homeoffice.gov.uk>

Sent: 10 December 2020 16:03

To: Licensing <Licensing@walsall.gov.uk>

Cc: Steven Doyle <Steven.Doyle@walsall.gov.uk>; Gemma Fisher <Gemma.Fisher@walsall.gov.uk>;

Subject: RE: European Off Licence, Licence Review

CAUTION: This email originated from outside of the council. If you have any doubts do not click links or open attachments. You should never be asked to enter your username and password into an external link.

Dear All,

Having searched our databases, we can find no record of any Immigration offences in relation to the above premises, therefore Immigration Enforcement will not be making any representations at this time.

Regards

Phil Thomas

The Alcohol and LNR Licensing Team
Interventions and Sanctions Directorate
Immigration Enforcement
Home Office
15th Floor Long Corridor
Lunar House
40, Wellesley Road
Croydon CR9 2BY

Tel: +443000728896

For new applications - Alcohol@homeoffice.gov.uk

For enquiries relating to license applications or ongoing reviews
- IE.Alcoholenquiries@homeoffice.gov.uk

For reviews to be considered or initiated along with hearing dates -
IE.Alcoholreviews@homeoffice.gov.uk



From: BICKY MANN
Sent: 04 January 2021 09:06
To: Licensing <Licensing@walsall.gov.uk>
Subject: WS/PRL/0221

CAUTION: This email originated from outside of the council. If you have any doubts do not click links or open attachments. You should never be asked to enter your username and password into an external link.

Dear Sir/Madam,

My name is Bikramjit Singh Mann. I write this email in relation to a property that I own, which is located at 278 Wolverhampton Road, Walsall, WS2 8RQ.

It has been brought to my attention that in relation to the above address Walsall Council is considering the revocation of the premise's alcohol licence.

As background I purchased the said premises in 2002 and ran a shop business from it until approximately May 2017. During my time in the business I applied for an alcohol licence in June 2004 for me to sell alcohol to the public. In 2005 I applied for a premises alcohol licence so that I could legally sell alcohol from the same address. During this time Walsall Council have not had any issues of concern regarding the operating of the shop premises whilst it was under my actual control. I am also a man of previous good character and have no convictions or cautions recorded against me.

In 2017 I decided to leave the business and decided to rent out the said address. I had found employment which meant that I could work more social hours.

I used a company called I Love Homes based at 24 Station Street, Walsall, WS2 9JZ to facilitate and to arrange the leasing of the property. The same company manages the property to date. The rent is paid to me via I Love Homes after they have taken their deductions. I have evidence for this should you require it.

On the 7th July 2017 the premises was first leased to Mr Raghunath Sundra Vadyivel for a lease of 5 years, via I Love Homes. However, there came a point when Mr Vadyivel was unable to run a business which was financially viable and he wanted to terminate the lease. I would not agree to this but did indicate that if he found another buyer then I would be happy to continue with a new lease.

On the 1st March 2018 Baichitar Ali Tawfiq signed a lease via I Love Homes for 10 years. Again, for financial reasons Mr Tawfiq found himself in a similar position to Mr Vadvivel and he too wanted to terminate his lease early. By agreement I Love Homes assigned a fresh lease.

The new lease was assigned to and signed by Saman Abdul Rahim on the 1st June 2018 and then this was terminated and a further lease assigned to Mr Ramen Amini on 1st June 2019.

I have attached a copy of all of the leases to this email for your assistance.

I now understand that Walsall Council has been asked to revoke the alcohol premises licence. I have a number of concerns about this as I feel I am being targeted for something that is not in my control. There appears to be the suggestion that one of the recent tenants had been selling illegal cigarettes. The authorities are aware of this individual as he has done similar things in the past. I was unaware of this illegal activity and of his background. The concern that I have is that the

infringement related to cigarettes and not alcohol. I also understand that no alcohol was being served at the material time of the infringement(s). I therefore cannot understand why consideration of revocation has been requested.

In addition, at no stage were the tenants allowed to use anything (including alcohol licence(s)) relating to me or Beer Bellies (the business name I used) to advance their own business enterprise. If any of them have, then I was unaware of this. You will see from the leases attached the terms of the agreements.

As you will appreciate, I have worked very hard over the years so as to ensure that the shop obtained various approvals and to comply with the law accordingly. By revoking the licence(s) will result in the premises being unsaleable and unrentable which will cause not only financial distress to me but will result in the building becoming derelict.

In light of the above, I respectfully ask you not to revoke any licences. I am more than willing to work with Walsall Council to find ways to deal with any issues of concern that may have been raised. I am a simple individual who has limited knowledge in the world of business other than running a small shop. I thought I had complied with everything as was required of me when I rented the premises out.

I do hope you will consider my email in detail and I look forward to hearing from you and I wish you a happy new year in advance.

Best Wishes

Bikramjit Singh Mann

THE LEASE

Main terms and Definitions

Letting and Rights

Clause 10 contains provisions which may apply where the letting comprises only part of a building or comprises a unit on an estate.

Where the letting comprises part only a building, clause 10.1 should be used, otherwise it should be deleted. The effect of this clause is to exclude structural and external parts of the building from the letting.

If the tenant is to be granted the use of any common parts, clause 10.2 is to be used; the list of common parts can be edited appropriately.

Clause 10.3 should be included where the tenant is to be granted the use of service media which also serve other premises.

Clause 10.4 gives the landlord the right to alter or close any common parts and to repair, alter and renew service media; it should be included where clauses 10.2 or 10.3 are included.

Landlord's Obligations

The provision of services is governed by clause 11.2. The first item in that clause is the landlord's obligation to keep the premises in tenantable repair. The subsequent items deal with common parts, service media, and applicable services. It may be necessary to edit or add to the list of services depending on the circumstances of the property and the letting.

Clause 11.2. contains the landlord's repairing obligations and ends with a proviso that the landlord is not obliged to remedy damage caused by the tenant, or to remedy fair wear and tear, or to 'improve' anything, and is not responsible for interruptions to service due to matters beyond the landlord's control. The provision that the landlord is not obliged to put anything into better condition is ideally to be supported by a schedule of condition which should be attached to the Lease. A properly drawn schedule of condition will avoid disputes as to the condition of the premises at the start of the lease. However, the provisions are workable without a schedule of condition; disputes on this issue are most unlikely to occur in the context of a short letting.

Tenant's Obligations

These are set out in clause 12. The matters set out below should be particularly noted.

- Clause 12.8 prohibits alterations or additions, including signs. Although tenants (especially of retail premises) may well require signage or want to carry out certain alterations, to include anything but an absolute prohibition would make the issue uncertain to an unsatisfactory degree. It is likely that any signage or alterations required by a tenant can be agreed between the parties before the lease is completed. (Technically the Court has the power, under Section 3 of the Landlord and Tenant Act 1927, to override the prohibition in the Lease and to authorise improvements to be carried out if the tenant can fulfil certain criteria. Those statutory provisions cannot be excluded by the Lease, but it is unlikely that they will be invoked for the type of letting for which the model form is designed.)
- Clause 12.14 contains an absolute prohibition against assigning, subletting, charging, parting with possession or sharing occupation of the property, except that sharing within a group of companies is permitted without creating a tenancy. Again, given the short term nature of the arrangements, the landlord will not want to contemplate a qualified covenant against assignment, especially because of the practical agreements at the lease negotiation stage with regard to pre-conditions.
- Clause 12.16: a suitable number of months needs to be inserted in this clause; 1-3 months is likely to be appropriate for fairly short lettings, and presently up to 6 months for longer ones.

Breach of Tenant's Obligations

Clause 14 gives the landlord power to serve notice requiring the remedy of a breach of tenant's obligations and gives the landlord the power to carry out remedial works at the tenant's expense, if the tenant fails to comply with the notice.

Clause 15 gives the landlord power to sell, on behalf of the tenant, any goods which the tenant leaves behind after the end of the term.

Consequences of damage or destruction

The lease does not impose an obligation on the landlord to insure the premises. We considered that arrangements for insurance should be entirely at the landlord's discretion in the case of a short letting, provided that the tenant is given the protection of abatement of rent and the right to terminate the lease if substantial damage occurs. The landlord has a similar right of termination in such circumstances.

Saints Street, Bristol BS1 2NY (Tel: 0117 945 6874).

COMMERCIAL LEASE

For

278 Wolverhampton Road, Walsall, WS2 8RQ

MAIN TERMS AND DEFINITIONS

- 1 The Landlord is **Mr Bickramjit Singh Mann c/o** Z
- 2 The Tenant is Mr Baichtiar Ali Tawfiq, is at 278 Wolverhampton Road, Walsall, WS2 9JZ and whose company number is to be confirmed with the local authority registration.
- 3 The registered address for the Tenant are 4
- 4 **The Term of this lease is for 10 years commencing 1st March 2018 and ends 29th February 2028**
- 5 **The Rent is £550.00 per calendar month** and is payable in advance by equal monthly payments on every 1st of each month
- 6 The Rent begins to be payable on **1st March 2018** and the first payment shall be made on **1st March 2018**
- 7 **The Tenant has paid a Deposit of £1300.00** The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement. The Agent is a Member of the Deposit Protection Service. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement. Any interest earned will belong to the Agent.

The Tenant hereby confirms that:

- a) (i) the deposit has been paid by the Tenant and not by a third party (unless details of such are included within the attached Prescribed Information under 'Deposit Provider');
- OR
- (ii) if the deposit, or any balance thereof, has been paid by another party and whose details do not appear on the attached Prescribed Information, then the Tenant will advise the Landlord or his Agents of such person's details in writing prior to the settlement taking place;

they have the authority to enter into negotiations in order to agree the settlement of the deposit at the end of the tenancy.

- 8 The Permitted Use of the Premises is as Grocery and Off license store

LETTING AND RIGHTS

- 9 The Landlord lets the Premises to the Tenant at the Rent for the Term of 5 years rent of £550 pcm
- 10 The Landlord grants to the Tenant the following rights and makes the following reservations:

10.1 The Premises form only part of a Building. They do not include any part of the main structure, foundations, roof or exterior of that Building but they do include window frames and glass, doors and door frames, raised floors and suspended ceilings and the voids above and below them, light fittings and other landlord's fixtures and fittings;

10.2 The Tenant is granted the use, of the following Common Parts:

entrances, hallways, passages, staircases, toilets, estate roads, car park, delivery areas, yards, lifts

but must use them in a reasonable and proper manner in accordance with any regulations imposed from time to time by the Landlord;

10.3 may serve other premises, but must use them in a reasonable and proper manner in accordance with any regulations imposed from time to time by the Landlord;

10.4 The Landlord reserves the right to alter or close any Common Parts subject to providing (except in emergencies) reasonably suitable alternative amenities, and reserves the right to use (and repair, alter or renew) any Service Media in the Premises which serve other premises;

10.5 The Landlord also reserves the right to enter the Premises for the purposes and on the terms set out elsewhere in this Lease. The right of entry will only be exercised following reasonable notice, except in the case of an emergency.

LANDLORD'S OBLIGATIONS

11 The Landlord's Obligations to be observed throughout the Term are:

11.1 As long as the Tenant pays the Rent and complies with the Tenant's Obligations, the Landlord will give exclusive possession of the Premises to the Tenant during the Term without interference by the Landlord or any superior landlord or any person deriving title under or in trust for either of them;

11.2 The Landlord will use reasonable endeavours to provide the following Landlord's Services:

- (1) keeping the Premises in tenantable condition;
- (2) keeping in tenantable condition the Common Parts and the structure of the building of which the Premises form part;
- (3) keeping Service Media in working order;
- (4) providing during the Hours of Use:

hot water to basins in the Premises, hot water to basins in Common Parts, heating of the Premises, heating of Common Parts, lighting of Common Parts, lift service in Common Parts, caretaking/porterage

but the Landlord is not obliged to:

- (a) remedy damage caused by the Tenant, or
- (b) remedy fair wear and tear, or
- (c) put the Premises or any Common Parts or any Service Media into better condition than at the date of this Lease as described or shown in the attached Schedule of Condition,

and the Landlord is not responsible for interruptions in any of the Landlord's Services due to matters beyond the Landlord's control.

TENANT'S OBLIGATIONS

12 The Tenant's Obligations to be observed throughout the Term are:

- 12.1 the Tenant will pay the Rent immediately it falls due without any deduction or set off and (if required) by bank standing order or credit transfer to the Landlord's bank account;
- 12.2 the Tenant will pay any value added tax chargeable on the Rent and any other sums payable under this Lease, at the same time as the sum on which it is charged;
- 12.3 the Tenant will pay interest on any Rent or other sum payable under this Lease which is overdue for 7 days after its due date, calculated (both before and after any court judgment) at 4% per year above the Bank of England base rate for the period from the due date until payment;
- 12.4 the Tenant will pay all charges for all water, gas, electricity, telephone and similar services consumed on the Premises, and will pay a fair proportion of any which relate to both the Premises and other premises;
- 12.5 the Tenant will use the Premises carefully and will not damage them, but normal fair wear and tear is permitted;
- 12.6 the Tenant will comply with all legislation applicable to the Tenant's use of the Premises; the Tenant will not do anything which may result in a statutory requirement arising for work to be carried out on the Premises or any other premises of the Landlord;
- 12.7 the Tenant will immediately give the Landlord a copy of any notice relating to the Premises or its use which the Tenant receives and will also notify the Landlord of any damage to or want of repair in the Premises or the building of which they form part, as soon as reasonably possible after becoming aware of it;
- 12.8 the Tenant will not make any alteration or addition to the Premises (including displaying any signs, posters, advertisements, etc.) inside or outside, and will remove any unauthorised alterations or additions on demand;
- 12.9 the Tenant will use the Premises only for the Permitted Use and only during the Hours of Use, and will notify the Landlord immediately if the Tenant ceases to occupy the Premises at any time during the Term;
- 12.10 the Tenant will not apply for, or implement, any planning permission in respect of the Premises without the prior written consent of the Landlord;
- 12.11 the Tenant will not do anything which is a nuisance or annoyance to the Landlord or to the owners or occupiers of any adjoining or neighbouring property, or use the Premises for any illegal or immoral purpose, or hold an auction or public exhibition or public or political meeting on the Premises;
- 12.12 the Tenant will not, save in the ordinary course of the Tenant's business (and then only in accordance with all relevant laws and regulations) permit any contaminative or hazardous substances to be on or to be discharged from the Premises; the Tenant will not otherwise cause contamination or pollution at under or from the Premises;
- 12.13 Subject to the Tenant having been provided with appropriate details of such policy, the Tenant will not do anything which may invalidate any insurance policy relating to the Premises or other Premises of the Landlord or which may increase the premiums for that insurance;
- 12.14 the Tenant will not assign, sublet, charge, part with possession of, or share the occupation of, the whole or any part of the Premises, except that if the Tenant is a limited company it may (by licence but not subletting) share occupation with another company in its group (as defined in Landlord and Tenant Act 1954 section 42(1));
- 12.15 the Tenant will allow the Landlord to enter the Premises (with other persons authorised by the Landlord) for the purposes set out in clause 14.2, for performing the Landlord's Obligations under this Lease, and for all other reasonable and proper purposes, at reasonable times after giving the Tenant (except in emergency) reasonable prior notice; the persons entering the Premises must cause as little disturbance as reasonably possible and must make good all damage caused to the Premises;

12.16 during the last 3 months of the Term, the Tenant will allow the Landlord to display a notice for re-letting the Premises in a reasonably suitable place on the Premises;

12.17 the Tenant will, at the end of the Term (however ending), give vacant possession of the Premises to the Landlord in the condition required by this Lease and will remove from the Premises the Tenant's goods and fixtures and fittings including signs and make good all damage caused to the Premises by their removal and will leave the Premises in a tidy condition, free of rubbish;

12.18 the Tenant will pay all reasonable costs and expenses incurred by the Landlord in connection with:

- (a) any application by the Tenant for an approval or consent (whether or not it is given, unless unlawfully withheld); or
- (b) in (or in contemplation of) the preparation and service of any notice of a breach of the Tenant's Obligations under this Lease including statutory notices, even if forfeiture (if applicable) is avoided otherwise than by court order.

BUSINESS RATES

13 It is one of the Landlord's Obligations that the Landlord pay the business rates in respect of the Premises.

BREACH OF TENANT'S OBLIGATIONS

14 If the Landlord serves on the Tenant a written notice specifying anything required to remedy a breach of the Tenant's Obligations under this Lease:

14.1 the Tenant will comply with the notice within one month (or immediately in emergency);

14.2 if the Tenant fails to do so, the Landlord has the right to enter the Premises and remedy the breach and the Tenant will pay to the Landlord on demand, as a debt, all costs and expenses so incurred by the Landlord.

TENANT'S GOODS AT THE PREMISES

15 If the Tenant leaves any goods in the Premises at the end of the Term (however it ends), the Tenant authorises the Landlord to sell those goods on behalf of the Tenant. The Landlord shall account to the Tenant for the proceeds less the Landlord's reasonable expenses.

CONSEQUENCES OF DAMAGE OR DESTRUCTION

16 If the whole or part of the Premises becomes inaccessible or unfit for use due to damage or destruction (other than as a result of anything the Tenant does or fails to do):

16.1 the whole or an appropriate proportion (having regard to the nature and extent of the destruction or damage) of the Rent and other payments under this lease shall cease to be payable until the Premises are fully accessible and fit for use; and

16.2 if the damage or destruction affects the whole or a substantial part of the Premises and it is likely to take more than three months to make the Premises again fully accessible and fit for use, either the Landlord or the Tenant may terminate this Lease by giving written notice to the other, in which event this Lease will immediately end and the Landlord need not carry out any repairs or reinstatement.

FORFEITURE

17 The Landlord may forfeit this Lease by re-entering the Premises (or part of them as if entering the whole) if:

- (1) any Rent or other sums are overdue for 14 days or more (whether or not demanded), or
- (2) if any of the Tenant's Obligations under this Lease are not performed or observed, or

- (3) if the Tenant (being an individual) becomes bankrupt, or
- (4) if the Tenant (being a company) enters into liquidation whether voluntary or compulsory (unless for the purpose of reconstruction or amalgamation) or has a receiver or administrative receiver appointed over any of its assets or is the subject of a petition for the appointment of an administrator, or
- (5) if the Tenant enters into an arrangement or composition with creditors,

and on re-entry the Term will end but the Landlord will retain any accrued rights in respect of breaches of the Tenant's Obligations.

GENERAL PROVISIONS

- 18 Notices relating to this Lease or to the Premises may be served in accordance with Law of Property Act 1925 section 196.
- 19 The Landlord and the Tenant have agreed that Landlord and Tenant Act 1954 sections 24 to 28 do not apply.
- 20 The Landlord has served on the Tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order").
- 21 The requirements specified in Schedule 2 to the Order have been met in that the Tenant has made the appropriate declaration in the form, or substantially in the form, set out in Schedule 2 to the Order.
- 22 It is also agreed that:
 - 22.1 the Tenant will not have any rights over any property of the Landlord or the benefit of any obligations on the part of the Landlord, except as set out in this Lease;
 - 22.2 where a party to this Lease comprises two or more persons, they are responsible for all their obligations both jointly and individually;
 - 22.3 where this Lease obliges the Tenant not to do something, the Tenant is also obliged not to permit it to be done by any person under the Tenant's control;
 - 22.4 headings are given in this Lease for convenience only and do not affect the meaning of the text.
- 23 Either the Landlord or the Tenant may give to the other not less than 1 months' written notice to end the Term on the 29th February 2028 or on any later date. Ending the Term will not release the parties from their accrued liabilities down to that date.

SIGNED by the LANDLORD
Mr Bickramjit Singh

SIGNED by the TENANT
Mr Baichtiar Ali Tawfiq

DATE OF THIS LEASE:

Witnessed by -

COMMERCIAL LEASE

IMPORTANT NOTICE

By entering into this lease the parties are undertaking legally binding obligations and should take legal advice before so doing.

It is important that tenants understand that the short-term commercial lease has been designed for property being offered for a relatively short period of occupation. The lease (and the related agreement for lease) provide that the letting is to be granted without security of tenure. This means that when the lease expires, the tenant will not have the legal right he would normally have under the Landlord and Tenant Act 1954 to apply to the court for a new tenancy. The removal of this right does not stop the landlord and tenant agreeing to a new lease at the end of the tenancy, but this can only occur if both the landlord and the tenant so wish.

Tenants wanting to guarantee that they can remain in the same business premises once the initial lease has expired should consult their professional advisers about seeking other premises where such a right is on offer. In such cases, the terms and conditions in the lease are likely to be substantially different from those in the BPT short-term commercial lease, particularly with regard to the nature and extent of the obligations placed on the tenant.

The BPT short-term commercial lease and related agreement for lease have been prepared with the overriding objective of offering a better service to business tenants. A wide-ranging consultation exercise was undertaken before the final versions of these documents were published, and many of those consulted have offered formal statements of support. The views of supporting organisations are set out on the cover. The BPT is confident that the use of this straightforward documentation will do much to enhance the relationship between landlords and tenants.

Landlords and tenants must remember that while the short-term commercial lease has been published as a standard form, it contains clauses which can be amended or deleted, following amicable discussion between the parties.

Both landlords and tenants are strongly advised, in addition to obtaining legal advice, to consult the pan-industry document *Commercial Property Leases in England and Wales: Code of Practice* (RICS Business Services 2007) before signing this document.

24 **To:** The Tenant Mr Baichtiar Ali Tawfiq, is at 278 Wolverhampton Road, Walsall, WS2 9JZ and whose company number is to be confirmed with the local authority registration.

25 **From:** The Landlord is **Mr Bickramjit Singh Mann**

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have no right to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant - before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the Landlord is required to give the following information to the Tenant and anyone who paid the Deposit on the Tenant's behalf ("Relevant Person") within 30 days of receiving the Deposit. This is to ensure that Tenants are made aware of their rights during and at the end of the tenancy regarding the Deposit.

Dealing with the Deposit

The following clauses set out:

- **what the Landlord or Agent will do with the Deposit monies paid by the Tenant under clause 4 of the Main Terms of the Tenancy;**
- **what the Tenant can expect of the Landlord, or the Agent, when the Landlord, or the Agent, deals with the Deposit;**
- **the circumstances in which the Tenant may receive less than the sum paid to the Landlord, or the Agent, as a Deposit at the conclusion of the**

1. Deposit

- 1.1. The Agent shall place the Deposit in a nominated Client account as soon as reasonably practicable. Any interest earned on the Deposit shall be added to the total held by the Landlord, or the Agent, and treated as if it formed part of the sum originally paid as the Deposit. The interest will be returned to the Tenant at the end of the Tenancy with any balance of the Deposit.
- 1.2. After the Tenancy the Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 1.6 of this Agreement. If more than one such deduction is to be made by the Agent, monies will be deducted from the Deposit in the order listed in clause 1.6.
- 1.3. The Landlord or the Agent shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.
- 1.4. After the end of the Tenancy the Agent on behalf of the Landlord shall return the Deposit to the Tenant (but subject to Clause 4 of the Main Tenancy Terms), except in case of dispute subject to any deductions made under the Agreement, as soon as administratively possible after the end of the Tenancy or any extension of it. The deposit (or appropriate balance) will be returned to the tenant by cheque, or bank draft or direct electronic bank transfer and where the tenant comprises more than one person, the deposit (or appropriate balance), will be returned to the first person named as 'Tenant' on the lease agreement, unless all the joint tenants give us written instructions to the contrary.
- 1.5. If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within 14 days of the Tenant receiving that request in writing.

- 1.6. The Agent with the consent of the Landlord and the Tenant may deduct monies from the Deposit to compensate the Landlord for losses caused for any or all of the following reasons:
- any damage to the Premises and Fixtures and Fittings caused by the Tenant or arising from any breach of the Terms of this Agreement by the Tenant;
 - any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Premises (whether or not the Landlord consented to its presence);
 - any sum repayable by the Landlord or the Agent to the local authority where housing benefit has been paid direct to the Landlord, or the Agent, by the local authority;
 - any other breach by the Tenant of the Terms of this Agreement;
 - any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
 - any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Premises;
 - any unpaid council tax;
 - any unpaid telephone charges.
- 1.7. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or the Agent, holds the Deposit or any part of it.

Protection of the Deposit

- 1.8. The Deposit is safeguarded by the Deposit Protection Service, which is administered by:
- The Deposit Protection Service Tel: 0844 4727 000
The Pavilions Email enquires@depositprotection.com Bridgwater
Road
Bristol BS99 6AA
- 1.9. The Tenant pays the Agent the Deposit in accordance with the terms of the Lease Agreement. If the Agent chooses to protect the Deposit with the Custodial Tenancy Deposit Scheme, the Housing Act 2004 requires that the Agent must pay the Deposit to The DPS within 30 days of physically receiving it. The DPS will, however, accept Deposits after this time.
- 1.10. Following the successful protection of a Deposit, The DPS will provide confirmation of receipt and other information to the Agent and Tenant as detailed further in section 13. The Agent must provide the Prescribed Information.

Schedule 5 Special Clauses

1. Break Clause

Notwithstanding the fixed term stated in Clause 1 of the Main Terms of the Tenancy, the Parties hereby agree that this Agreement may be terminated by either party giving to the other at least two month's notice in writing, such notice not to expire until after six months of the start date of the Term. At the end of such notice the Tenancy shall end and all obligations and responsibilities shall cease; subject nevertheless to any claim by either Party against the other in respect of any breach of any of the terms and conditions of the Agreement

Should the Tenancy be terminated on a date which is not the last day of a rental period then the Tenant's obligation to pay rent shall cease on the termination date and the rent payment will be apportioned accordingly

- (b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the Tenant and any relevant person.
- (c) The procedures that apply under the scheme by which an amount in respect of a Deposit may be paid or repaid to the Tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.
- (d) The procedures that apply under the scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

(i) THE DEPOSIT

The amount of the Deposit paid is **£1300.00**

(ii) ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES

278 Wolverhampton Road, Walsall, WS2 8RQ

(iii) DETAILS OF THE LANDLORD(S)

Name(s) c/o iLove homes Ltd

Telephone number

v) DETAILS OF THE TENANT(S)

Name Mr Baichtiar Ali Tawfiq

Address: 278 Wolverhampton Road, Walsall, WS2 8RQ

uk

Contact details for the Tenant(s) to be used at the end of the tenancy

The circumstances when all or part of the Deposit may be retained by the Landlord(s) by reference to the terms of the tenancy are set out in *Clauses 2 and 7.9 to 7.11* of the lease agreement. No deduction can be paid from the Deposit until the parties to the lease agreement have agreed the deduction, or an award has been made by DPS or by the court.

(vii) CONFIRMATION

The Landlord certifies and confirms that:

- The information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the Tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

Signed by or on behalf of the Landlord

The Tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign the document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the Tenant(s)

Sign

Print

B ITAWSIQ

Responsibility for serving complete and correct Prescribed Information on each Tenant and relevant person is the responsibility of the Member and the Landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

B T

THE LEASE

Main terms and Definitions

Letting and Rights

Clause 10 contains provisions which may apply where the letting comprises only part of a building or comprises a unit on an estate.

Where the letting comprises part only a building, clause 10.1 should be used, otherwise it should be deleted. The effect of this clause is to exclude structural and external parts of the building from the letting.

If the tenant is to be granted the use of any common parts, clause 10.2 is to be used; the list of common parts can be edited appropriately.

Clause 10.3 should be included where the tenant is to be granted the use of service media which also serve other premises.

Clause 10.4 gives the landlord the right to alter or close any common parts and to repair, alter and renew service media; it should be included where clauses 10.2 or 10.3 are included.

Landlord's Obligations

The provision of services is governed by clause 11.2. The first item in that clause is the landlord's obligation to keep the premises in tenantable repair. The subsequent items deal with common parts, service media, and applicable services. It may be necessary to edit or add to the list of services depending on the circumstances of the property and the letting.

Clause 11.2. contains the landlord's repairing obligations and ends with a proviso that the landlord is not obliged to remedy damage caused by the tenant, or to remedy fair wear and tear, or to 'improve' anything, and is not responsible for interruptions to service due to matters beyond the landlord's control. The provision that the landlord is not obliged to put anything into better condition is ideally to be supported by a schedule of condition which should be attached to the Lease. A properly drawn schedule of condition will avoid disputes as to the condition of the premises at the start of the lease. However, the provisions are workable without a schedule of condition; disputes on this issue are most unlikely to occur in the context of a short letting.

Tenant's Obligations

These are set out in clause 12. The matters set out below should be particularly noted.

- Clause 12.8 prohibits alterations or additions, including signs. Although tenants (especially of retail premises) may well require signage or want to carry out certain alterations, to include anything but an absolute prohibition would make the issue uncertain to an unsatisfactory degree. It is likely that any signage or alterations required by a tenant can be agreed between the parties before the lease is completed. (Technically the Court has the power, under Section 3 of the Landlord and Tenant Act 1927, to override the prohibition in the Lease and to authorise improvements to be carried out if the tenant can fulfil certain criteria. Those statutory provisions cannot be excluded by the Lease, but it is unlikely that they will be invoked for the type of letting for which the model form is designed.)
- Clause 12.14 contains an absolute prohibition against assigning, subletting, charging, parting with possession or sharing occupation of the property, except that sharing within a group of companies is permitted without creating a tenancy. Again, given the short term nature of the arrangements, the landlord will not want to contemplate a qualified covenant against assignment, especially because of the practical agreements at the lease negotiation stage with regard to pre-conditions.

Breach of Tenant's Obligations

Clause 14 gives the landlord power to serve notice requiring the remedy of a breach of tenant's obligations and gives the landlord the power to carry out remedial works at the tenant's expense, if the tenant fails to comply with the notice.

Clause 15 gives the landlord power to sell, on behalf of the tenant, any goods which the tenant leaves behind after the end of the term.

Consequences of damage or destruction

The lease does not impose an obligation on the landlord to insure the premises. We considered that arrangements for insurance should be entirely at the landlord's discretion in the case of a short letting, provided that the tenant is given the protection of abatement of rent and the right to terminate the lease if substantial damage occurs. The landlord has a similar right of termination in such circumstances.

Saints Street, Bristol BS1 2NY (Tel: 0117 945 6874).

COMMERCIAL LEASE

For

278 Wolverhampton Road, Walsall, WS2 8RQ

MAIN TERMS AND DEFINITIONS

- 1 The Landlord is **Mr Bikramjit Singh Mann**
- 2 The Tenant is **Mr Saman Abdul Rahim** at 278 Wolverhampton Road, Walsall, WS2 8RQ and whose company number is **later to be registered**.
- 3 The registered address for the Tenant is
- 4 **The Term of this lease is for 9 years commencing 1st June 2018 and ends 31st May 2027**
- 5 **The Rent is £550.00 per calendar month** and is payable in advance by equal monthly payments on every 1st of each month
- 6 The Rent begins to be payable on **1st June 2018** and the first payment shall be made on **1st June 2018**
- 7 **The Tenant has paid a Deposit of £1,300.00.** The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement. The Agent is a Member of the Deposit Protection Service. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement. Any interest earned will belong to the Agent or landlord.

The Tenant hereby confirms that:

- a) (i) the deposit has been paid by the Tenant and not by a third party (unless details of such are included within the attached Prescribed Information under 'Deposit Provider');

OR

- (ii) if the deposit, or any balance thereof, has been paid by another party and whose details do not appear on the attached Prescribed Information, then the Tenant will advise the Landlord or his Agents of such person's details in writing prior to the settlement taking place;

they have the authority to enter into negotiations in order to agree the settlement of the deposit at the end of the tenancy.

- 8 The Permitted Use of the Premises is as Hairdresser's Shop.

LETTING AND RIGHTS

- 9 The Landlord lets the Premises to the Tenant at the Rent for the Term of 5 years rent of £550 pcm
- 10 The Landlord grants to the Tenant the following rights and makes the following reservations:

10.1 The Premises form only part of a Building. They do not include any part of the main structure, foundations, roof or exterior of that Building but they do include window frames and glass, doors and door frames, raised floors and suspended ceilings and the voids above and below them, light fittings and other landlord's fixtures and fittings;

10.2 The Tenant is granted the use, of the following Common Parts:

entrances, hallways, passages, staircases, toilets, estate roads, car park, delivery areas, yards, lifts

but must use them in a reasonable and proper manner in accordance with any regulations imposed from time to time by the Landlord;

10.3 may serve other premises, but must use them in a reasonable and proper manner in accordance with any regulations imposed from time to time by the Landlord;

10.4 The Landlord reserves the right to alter or close any Common Parts subject to providing (except in emergencies) reasonably suitable alternative amenities, and reserves the right to use (and repair, alter or renew) any Service Media in the Premises which serve other premises but the landlord is not responsible for any repairs due by the tenant;

10.5 The Landlord also reserves the right to enter the Premises for the purposes and on the terms set out elsewhere in this Lease. The right of entry will only be exercised following reasonable notice, except in the case of an emergency.

LANDLORD'S OBLIGATIONS

11 The Landlord's Obligations to be observed throughout the Term are:

11.1 As long as the Tenant pays the Rent and complies with the Tenant's Obligations, the Landlord will give exclusive possession of the Premises to the Tenant during the Term without interference by the Landlord or any superior landlord or any person deriving title under or in trust for either of them;

11.2 The Landlord will use reasonable endeavours to provide the following Landlord's Services:

- (1) keeping the Premises in tenantable condition;
- (2) keeping in tenantable condition the Common Parts and the structure of the building of which the Premises form part;
- (3) keeping Service Media in working order;
- (4) providing during the Hours of Use:

hot water to basins in the Premises, hot water to basins in Common Parts, heating of the Premises, heating of Common Parts, lighting of Common Parts, lift service in Common Parts, caretaking/porterage

but the Landlord is not obliged to:

- (a) remedy damage caused by the Tenant, or
- (b) remedy fair wear and tear, or
- (c) put the Premises or any Common Parts or any Service Media into better condition than at the date of this Lease as described or shown in the attached Schedule of Condition,

and the Landlord is not responsible for interruptions in any of the Landlord's Services due to matters beyond the Landlord's control.

TENANT'S OBLIGATIONS

12 The Tenant's Obligations to be observed throughout the Term are:

- 12.1 the Tenant will pay the Rent immediately it falls due without any deduction or set off and (if required) by bank standing order or credit transfer to the Landlord's bank account;
- 12.2 the Tenant will pay any value added tax chargeable on the Rent and any other sums payable under this Lease, at the same time as the sum on which it is charged;
- 12.3 the Tenant will pay interest on any Rent or other sum payable under this Lease which is overdue for 7 days after its due date, calculated (both before and after any court judgment) at 4% per year above the Bank of England base rate for the period from the due date until payment;
- 12.4 the Tenant will pay all charges for all water, gas, electricity, telephone and similar services consumed on the Premises, and will pay a fair proportion of any which relate to both the Premises and other premises;
- 12.5 the Tenant will use the Premises carefully and will not damage them, but normal fair wear and tear is permitted;
- 12.6 the Tenant will comply with all legislation applicable to the Tenant's use of the Premises; the Tenant will not do anything which may result in a statutory requirement arising for work to be carried out on the Premises or any other premises of the Landlord;
- 12.7 the Tenant will immediately give the Landlord a copy of any notice relating to the Premises or its use which the Tenant receives and will also notify the Landlord of any damage to or want of repair in the Premises or the building of which they form part, as soon as reasonably possible after becoming aware of it;
- 12.8 the Tenant will not make any alteration or addition to the Premises (including displaying any signs, posters, advertisements, etc.) inside or outside, and will remove any unauthorized alterations or additions on demand;
- 12.9 the Tenant will use the Premises only for the Permitted Use and only during the Hours of Use, and will notify the Landlord immediately if the Tenant ceases to occupy the Premises at any time during the Term;
- 12.10 the Tenant will not apply for, or implement, any planning permission in respect of the Premises without the prior written consent of the Landlord;
- 12.11 the Tenant will not do anything which is a nuisance or annoyance to the Landlord or to the owners or occupiers of any adjoining or neighbouring property, or use the Premises for any illegal or immoral purpose, or hold an auction or public exhibition or public or political meeting on the Premises;
- 12.12 the Tenant will not, save in the ordinary course of the Tenant's business (and then only in accordance with all relevant laws and regulations) permit any contaminative or hazardous substances to be on or to be discharged from the Premises; the Tenant will not otherwise cause contamination or pollution at under or from the Premises;
- 12.13 Subject to the Tenant having been provided with appropriate details of such policy, the Tenant will not do anything which may invalidate any insurance policy relating to the Premises or other Premises of the Landlord or which may increase the premiums for that insurance;
- 12.14 the Tenant will not assign, sublet, charge, part with possession of, or share the occupation of, the whole or any part of the Premises, except that if the Tenant is a limited company it may (by licence but not subletting) share occupation with another company in its group (as defined in Landlord and Tenant Act 1954 section 42(l));
- 12.15 the Tenant will allow the Landlord to enter the Premises (with other persons authorised by the Landlord) for the purposes set out in clause 14.2, for performing the Landlord's Obligations under this Lease, and for all

other reasonable and proper purposes, at reasonable times after giving the Tenant (except in emergency) reasonable prior notice; the persons entering the Premises must cause as little disturbance as reasonably possible and must make good all damage caused to the Premises;

12.16 the Tenant will, at the end of the Term (however ending), give vacant possession of the Premises to the Landlord in the condition required by this Lease and will remove from the Premises the Tenant's goods and fixtures and fittings including signs and make good all damage caused to the Premises by their removal and will leave the Premises in a tidy condition, free of rubbish;

12.17 the Tenant will pay all reasonable costs and expenses incurred by the Landlord in connection with:

- (a) any application by the Tenant for an approval or consent (whether or not it is given, unless unlawfully withheld); or
- (b) in (or in contemplation of) the preparation and service of any notice of a breach of the Tenant's Obligations under this Lease including statutory notices, even if forfeiture (if applicable) is avoided otherwise than by court order.

BUSINESS RATES

13 It is one of the Landlord's Obligations that the Landlord pay the business rates in respect of the Premises.

BREACH OF TENANT'S OBLIGATIONS

14 If the Landlord serves on the Tenant a written notice specifying anything required to remedy a breach of the Tenant's Obligations under this Lease:

14.1 the Tenant will comply with the notice within one month (or immediately in emergency);

14.2 if the Tenant fails to do so, the Landlord has the right to enter the Premises and remedy the breach and the Tenant will pay to the Landlord on demand, as a debt, all costs and expenses so incurred by the Landlord.

TENANT'S GOODS AT THE PREMISES

15 If the Tenant leaves any goods in the Premises at the end of the Term (however it ends), the Tenant authorises the Landlord to sell those goods on behalf of the Tenant. The Landlord shall account to the Tenant for the proceeds less the Landlord's reasonable expenses.

CONSEQUENCES OF DAMAGE OR DESTRUCTION

16 If the whole or part of the Premises becomes inaccessible or unfit for use due to damage or destruction (other than as a result of anything the Tenant does or fails to do):

16.1 the whole or an appropriate proportion (having regard to the nature and extent of the destruction or damage) of the Rent and other payments under this lease shall cease to be payable until the Premises are fully accessible and fit for use; and

16.2 if the damage or destruction affects the whole or a substantial part of the Premises and it is likely to take more than three months to make the Premises again fully accessible and fit for use, either the Landlord or the Tenant may terminate this Lease by giving written notice to the other, in which event this Lease will immediately end and the Landlord need not carry out any repairs or reinstatement.

FORFEITURE

17 The Landlord may forfeit this Lease by re-entering the Premises (or part of them as if entering the whole) if:

- (1) any Rent or other sums are overdue for 14 days or more (whether or not demanded), or
- (2) if any of the Tenant's Obligations under this Lease are not performed or observed, or

- (3) if the Tenant (being an individual) becomes bankrupt, or
- (4) if the Tenant (being a company) enters into liquidation whether voluntary or compulsory (unless for the purpose of reconstruction or amalgamation) or has a receiver or administrative receiver appointed over any of its assets or is the subject of a petition for the appointment of an administrator, or
- (5) if the Tenant enters into an arrangement or composition with creditors,

and on re-entry the Term will end but the Landlord will retain any accrued rights in respect of breaches of the Tenant's Obligations.

GENERAL PROVISIONS

- 18 Notices relating to this Lease or to the Premises may be served in accordance with Law of Property Act 1925 section 196.
- 19 The Landlord and the Tenant have agreed that Landlord and Tenant Act 1954 sections 24 to 28 do not apply.
- 20 The Landlord has served on the Tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order").
- 21 The requirements specified in Schedule 2 to the Order have been met in that the Tenant has made the appropriate declaration in the form, or substantially in the form, set out in Schedule 2 to the Order.
- 22 It is also agreed that:
 - 22.1 the Tenant will not have any rights over any property of the Landlord or the benefit of any obligations on the part of the Landlord, except as set out in this Lease;
 - 22.2 where a party to this Lease comprises two or more persons, they are responsible for all their obligations both jointly and individually;
 - 22.3 where this Lease obliges the Tenant not to do something, the Tenant is also obliged not to permit it to be done by any person under the Tenant's control;
 - 22.4 headings are given in this Lease for convenience only and do not affect the meaning of the text.
- 23 Either the Landlord or the Tenant may give to the other not less than 1 months' written notice to end the Term on the {Finish Date of Notice} or on any later date. Ending the Term will not release the parties from their accrued liabilities down to that date.

SIGNED by the LANDLORD: _____
Mr Bikramjit Singh Mann

SIGNED by the TENANT: _____
Mr Saman Abdul Rahim

DATE OF THIS LEASE: 01 JUNE 2018

WITNESSED BY: _____

COMMERCIAL LEASE

IMPORTANT NOTICE

By entering into this lease the parties are undertaking legally binding obligations and should take legal advice before so doing.

It is important that tenants understand that the short-term commercial lease has been designed for property being offered for a relatively short period of occupation. The lease (and the related agreement for lease) provide for the letting to be granted without security of tenure. This means that when the lease expires, the tenant will not have the legal right he would normally have under the Landlord and Tenant Act 1954 to apply to the Court for a new tenancy. The removal of this right does not stop the landlord and tenant agreeing to a new lease at the end of the tenancy, but this can only occur if both the landlord and the tenant so wish.

Tenants wanting to guarantee that they can remain in the same business premises once the initial lease has expired should consult their professional advisers about seeking other premises where such terms are on offer. In such cases, the terms and conditions in the lease are likely to be substantially different from those in the BPF short-term commercial lease, particularly with regard to the nature and extent of the obligations placed on the tenant.

The BPF short-term commercial lease, and related agreement for lease, have been prepared with the overriding objective of offering a better service to business tenants. A wide ranging consultation exercise was undertaken before the final versions of these documents were published, and many of those consulted have offered formal statements of support. The names of supporting organisations are set out on the cover. The BPF is confident that the use of this straightforward documentation will do much to enhance the relationship between landlord and tenants.

Landlords and tenants must remember that while the short-term commercial lease has been published as a standard form, it contains clauses which can be amended, or deleted, following amicable discussion between the parties.

Both landlords and tenants are strongly advised, in addition to obtaining legal advice, to consult the pan-industry document *Commercial Property Leases in England and Wales: Code of Practice* (RICS Business Services 2007) before signing this document.

- 24 To: The Tenant is **Mr Saman Abdul Rahim** is the tenant at 278 Wolverhampton Road, Walsall, WS2 8RQ whose company number is to be confirmed with the local authority.
- 25 From: The Landlord is **Mr Bikramjit Singh Mann**

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant - before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a “statutory” declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.



THE LEASE

Main terms and Definitions

These are contained in clauses 1-**Error! Reference source not found.**, each of which needs to be completed.

Letting and Rights

Clause 10 contains provisions which may apply where the letting comprises only part of a building, or comprises a unit on an estate.

Where the letting comprises part only a building, clause 10.1 should be used, otherwise it should be deleted. The effect of this clause is to exclude structural and external parts of the building from the letting.

If the tenant is to be granted the use of any common parts, clause 10.2 is to be used; the list of common parts can be edited appropriately.

Clause 10.3 should be included where the tenant is to be granted the use of service media which also serve other premises.

Clause 10.4 gives the landlord the right to alter or close any common parts and to repair, alter and renew service media; it should be included where clauses 10.2 or 10.3 are included.

Landlord's Obligations

The provision of services is governed by clause 11.2. The first item in that clause is the landlord's obligation to keep the premises in tenantable repair. The subsequent items deal with common parts, service media, and applicable services. It may be necessary to edit or add to the list of services depending on the circumstances of the property and the letting.

Clause 11.2. contains the landlord's repairing obligations and ends with a proviso that the landlord is not obliged to remedy damage caused by the tenant, or to remedy fair wear and tear, or to 'improve' anything, and is not responsible for interruptions to service due to matters beyond the landlord's control. The provision that the landlord is not obliged to put anything into better condition is ideally to be supported by a schedule of condition which should be attached to the Lease. A properly drawn schedule of condition will avoid disputes as to the condition of the premises at the start of the lease. However, the provisions are workable without a schedule of condition; disputes on this issue are most unlikely to occur in the context of a short letting.

Tenant's Obligations

These are set out in clause 12. The matters set out below should be particularly noted.

- Clause 12.8 prohibits alterations or additions, including signs. Although tenants (especially of retail premises) may well require signage or want to carry out certain alterations, to include anything but an absolute prohibition would make the issue uncertain to an unsatisfactory degree. It is likely that any signage or alterations required by a tenant can be agreed between the parties before the lease is completed. (Technically the Court has the power, under Section 3 of the Landlord and Tenant Act 1927, to override the prohibition in the Lease and to authorise improvements to be carried out if the tenant can fulfil certain criteria. Those statutory provisions cannot be excluded by the Lease, but it is unlikely that they will be invoked for the type of letting for which the model form is designed.)
- Clause 12.14 contains an absolute prohibition against assigning, subletting, charging, parting with possession or sharing occupation of the property, except that sharing within a group of companies is permitted without creating a tenancy. Again, given the short term nature of the arrangements, the landlord will not want to contemplate a qualified covenant against assignment, especially because of the practical agreements at the lease negotiation stage with regard to pre-conditions.
- Clause 12.16: a suitable number of months needs to be inserted in this clause; 1-3 months is likely to be appropriate for fairly short lettings, and presently up to 6 months for longer ones.

Breach of Tenant's Obligations

Clause 14 gives the landlord power to serve notice requiring the remedy of a breach of tenant's obligations and gives the landlord the power to carry out remedial works at the tenant's expense, if the tenant fails to comply with the notice.

Clause 15 gives the landlord power to sell, on behalf of the tenant, any goods which the tenant leaves behind after the end of the term.

Consequences of damage or destruction

The lease does not impose an obligation on the landlord to insure the premises. We considered that arrangements for insurance should be entirely at the landlord's discretion in the case of a short letting, provided that the tenant is given the protection of abatement of rent and the right to terminate the lease if substantial damage occurs. The landlord has a similar right of termination in such circumstances.

Saints Street, Bristol BS1 2NY (Tel: 0117 945 6874).

COMMERCIAL LEASE

For

278 Wolverhampton Road, Walsall, WS2 8RQ

MAIN TERMS AND DEFINITIONS

- 1 The Landlord is **Mr Bickramjit Singh Mann**
- 2 The Tenant is **Mr Raghunath Sundara Vadivel**, Managing Director of B R Retail Ltd whose registered office is at 278 Wolverhampton Road, Walsall, WS2 9JZ and whose company number is 10808157
- 3 The registered address for the Tenant are
- 4 **The Term of this lease is for 5 years commencing 17th July 2017 and ends 16th July 2022**
- 5 **The Rent is £550.00 per calendar month** and is payable in advance by equal monthly payments on every 17th of each month
- 6 The Rent begins to be payable on 16th July 2017 and the first payment shall be made on 17th July 2017
- 7 **The Tenant has paid a Deposit of £650.00** The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement. The Agent is a Member of the Deposit Protection Service. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement. Any interest earned will belong to the person paying the Deposit on behalf of the Tenant.

The Tenant hereby confirms that:

- a) (i) the deposit has been paid by the Tenant and not by a third party (unless details of such are included within the attached Prescribed Information under 'Deposit Provider');

OR

- (ii) if the deposit, or any balance thereof, has been paid by another party and whose details do not appear on the attached Prescribed Information, then the Tenant will advise the Landlord or his Agents of such person's details in writing prior to the settlement taking place;

they have the authority to enter into negotiations in order to agree the settlement of the deposit at the end of the tenancy.

- 8 The Permitted Use of the Premises is as {Drinks Zone}.

LETTING AND RIGHTS

- 9 The Landlord lets the Premises to the Tenant at the Rent for the Term of 5 years rent of £550 pcm
- 10 The Landlord grants to the Tenant the following rights and makes the following reservations:

10.1 The Premises form only part of a Building. They do not include any part of the main structure, foundations, roof or exterior of that Building but they do include window frames and glass, doors and door frames, raised floors and suspended ceilings and the voids above and below them, light fittings and other landlord's fixtures and fittings;

10.2 The Tenant is granted the use, of the following Common Parts:

entrances, hallways, passages, staircases, toilets, estate roads, car park, delivery areas, yards, lifts

but must use them in a reasonable and proper manner in accordance with any regulations imposed from time to time by the Landlord;

10.3 may serve other premises, but must use them in a reasonable and proper manner in accordance with any regulations imposed from time to time by the Landlord;

10.4 The Landlord reserves the right to alter or close any Common Parts subject to providing (except in emergencies) reasonably suitable alternative amenities, and reserves the right to use (and repair, alter or renew) any Service Media in the Premises which serve other premises;

10.5 The Landlord also reserves the right to enter the Premises for the purposes and on the terms set out elsewhere in this Lease. The right of entry will only be exercised following reasonable notice, except in the case of an emergency.

LANDLORD'S OBLIGATIONS

11 The Landlord's Obligations to be observed throughout the Term are:

11.1 As long as the Tenant pays the Rent and complies with the Tenant's Obligations, the Landlord will give exclusive possession of the Premises to the Tenant during the Term without interference by the Landlord or any superior landlord or any person deriving title under or in trust for either of them;

11.2 The Landlord will use reasonable endeavours to provide the following Landlord's Services:

- (1) keeping the Premises in tenable condition;
- (2) keeping in tenable condition the Common Parts and the structure of the building of which the Premises form part;
- (3) keeping Service Media in working order;
- (4) providing during the Hours of Use:

hot water to basins in the Premises, hot water to basins in Common Parts, heating of the Premises, heating of Common Parts, lighting of Common Parts, lift service in Common Parts, caretaking/porterage

but the Landlord is not obliged to:

- (a) remedy damage caused by the Tenant, or
- (b) remedy fair wear and tear, or
- (c) put the Premises or any Common Parts or any Service Media into better condition than at the date of this Lease as described or shown in the attached Schedule of Condition,

and the Landlord is not responsible for interruptions in any of the Landlord's Services due to matters beyond the Landlord's control.

TENANT'S OBLIGATIONS

- 12 The Tenant's Obligations to be observed throughout the Term are:
- 12.1 the Tenant will pay the Rent immediately it falls due without any deduction or set off and (if required) by bank standing order or credit transfer to the Landlord's bank account;
 - 12.2 the Tenant will pay any value added tax chargeable on the Rent and any other sums payable under this Lease, at the same time as the sum on which it is charged;
 - 12.3 the Tenant will pay interest on any Rent or other sum payable under this Lease which is overdue for 7 days after its due date, calculated (both before and after any court judgment) at 4% per year above the Bank of England base rate for the period from the due date until payment;
 - 12.4 the Tenant will pay all charges for all water, gas, electricity, telephone and similar services consumed on the Premises, and will pay a fair proportion of any which relate to both the Premises and other premises;
 - 12.5 the Tenant will use the Premises carefully and will not damage them, but normal fair wear and tear is permitted;
 - 12.6 the Tenant will comply with all legislation applicable to the Tenant's use of the Premises; the Tenant will not do anything which may result in a statutory requirement arising for work to be carried out on the Premises or any other premises of the Landlord;
 - 12.7 the Tenant will immediately give the Landlord a copy of any notice relating to the Premises or its use which the Tenant receives and will also notify the Landlord of any damage to or want of repair in the Premises or the building of which they form part, as soon as reasonably possible after becoming aware of it;
 - 12.8 the Tenant will not make any alteration or addition to the Premises (including displaying any signs, posters, advertisements, etc.) inside or outside, and will remove any unauthorised alterations or additions on demand;
 - 12.9 the Tenant will use the Premises only for the Permitted Use and only during the Hours of Use, and will notify the Landlord immediately if the Tenant ceases to occupy the Premises at any time during the Term;
 - 12.10 the Tenant will not apply for, or implement, any planning permission in respect of the Premises without the prior written consent of the Landlord;
 - 12.11 the Tenant will not do anything which is a nuisance or annoyance to the Landlord or to the owners or occupiers of any adjoining or neighbouring property, or use the Premises for any illegal or immoral purpose, or hold an auction or public exhibition or public or political meeting on the Premises;
 - 12.12 the Tenant will not, save in the ordinary course of the Tenant's business (and then only in accordance with all relevant laws and regulations) permit any contaminative or hazardous substances to be on or to be discharged from the Premises; the Tenant will not otherwise cause contamination or pollution at under or from the Premises;
 - 12.13 Subject to the Tenant having been provided with appropriate details of such policy, the Tenant will not do anything which may invalidate any insurance policy relating to the Premises or other Premises of the Landlord or which may increase the premiums for that insurance;
 - 12.14 the Tenant will not assign, sublet, charge, part with possession of, or share the occupation of, the whole or any part of the Premises, except that if the Tenant is a limited company it may (by licence but not subletting) share occupation with another company in its group (as defined in Landlord and Tenant Act 1954 section 42(l));
 - 12.15 the Tenant will allow the Landlord to enter the Premises (with other persons authorised by the Landlord) for the purposes set out in clause 14.2, for performing the Landlord's Obligations under this Lease, and for all other reasonable and proper purposes, at reasonable times after giving the Tenant (except in emergency) reasonable prior notice; the persons entering the Premises must cause as little disturbance as reasonably possible and must make good all damage caused to the Premises;

12.16 during the last 3 months of the Term, the Tenant will allow the Landlord to display a notice for re-letting the Premises in a reasonably suitable place on the Premises;

12.17 the Tenant will, at the end of the Term (however ending), give vacant possession of the Premises to the Landlord in the condition required by this Lease and will remove from the Premises the Tenant's goods and fixtures and fittings including signs and make good all damage caused to the Premises by their removal and will leave the Premises in a tidy condition, free of rubbish;

12.18 the Tenant will pay all reasonable costs and expenses incurred by the Landlord in connection with:

- (a) any application by the Tenant for an approval or consent (whether or not it is given, unless unlawfully withheld); or
- (b) in (or in contemplation of) the preparation and service of any notice of a breach of the Tenant's Obligations under this Lease including statutory notices, even if forfeiture (if applicable) is avoided otherwise than by court order.

BUSINESS RATES

13 It is one of the Landlord's Obligations that the Landlord pay the business rates in respect of the Premises.

BREACH OF TENANT'S OBLIGATIONS

14 If the Landlord serves on the Tenant a written notice specifying anything required to remedy a breach of the Tenant's Obligations under this Lease:

14.1 the Tenant will comply with the notice within one month (or immediately in emergency);

14.2 if the Tenant fails to do so, the Landlord has the right to enter the Premises and remedy the breach and the Tenant will pay to the Landlord on demand, as a debt, all costs and expenses so incurred by the Landlord.

TENANT'S GOODS AT THE PREMISES

15 If the Tenant leaves any goods in the Premises at the end of the Term (however it ends), the Tenant authorises the Landlord to sell those goods on behalf of the Tenant. The Landlord shall account to the Tenant for the proceeds less the Landlord's reasonable expenses.

CONSEQUENCES OF DAMAGE OR DESTRUCTION

16 If the whole or part of the Premises becomes inaccessible or unfit for use due to damage or destruction (other than as a result of anything the Tenant does or fails to do):

16.1 the whole or an appropriate proportion (having regard to the nature and extent of the destruction or damage) of the Rent and other payments under this lease shall cease to be payable until the Premises are fully accessible and fit for use; and

16.2 if the damage or destruction affects the whole or a substantial part of the Premises and it is likely to take more than three months to make the Premises again fully accessible and fit for use, either the Landlord or the Tenant may terminate this Lease by giving written notice to the other, in which event this Lease will immediately end and the Landlord need not carry out any repairs or reinstatement.

FORFEITURE

17 The Landlord may forfeit this Lease by re-entering the Premises (or part of them as if entering the whole) if:

- (1) any Rent or other sums are overdue for 14 days or more (whether or not demanded), or
- (2) if any of the Tenant's Obligations under this Lease are not performed or observed, or

- (3) if the Tenant (being an individual) becomes bankrupt, or
- (4) if the Tenant (being a company) enters into liquidation whether voluntary or compulsory (unless for the purpose of reconstruction or amalgamation) or has a receiver or administrative receiver appointed over any of its assets or is the subject of a petition for the appointment of an administrator, or
- (5) if the Tenant enters into an arrangement or composition with creditors,

and on re-entry the Term will end but the Landlord will retain any accrued rights in respect of breaches of the Tenant's Obligations.

GENERAL PROVISIONS

- 18 Notices relating to this Lease or to the Premises may be served in accordance with Law of Property Act 1925 section 196.
- 19 The Landlord and the Tenant have agreed that Landlord and Tenant Act 1954 sections 24 to 28 do not apply.
- 20 The Landlord has served on the Tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order").
- 21 The requirements specified in Schedule 2 to the Order have been met in that the Tenant has made the appropriate declaration in the form, or substantially in the form, set out in Schedule 2 to the Order.
- 22 It is also agreed that:
 - 22.1 the Tenant will not have any rights over any property of the Landlord or the benefit of any obligations on the part of the Landlord, except as set out in this Lease;
 - 22.2 where a party to this Lease comprises two or more persons, they are responsible for all their obligations both jointly and individually;
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- 23 Either the Landlord or the Tenant may give to the other not less than 1 months' written notice to end the Term on the {Finish Date of Notice} or on any later date. Ending the Term will not release the parties from their accrued liabilities down to that date.

SIGNED by the LANDLORD

SIGNED by the TENANT

DATE OF THIS LEASE: 17/7/17,

COMMERCIAL LEASE

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Tenants wanting to guarantee that they can remain in the same business premises once the initial lease has expired should consult their professional advisers about seeking other premises where such terms are on offer. In such cases, the terms and conditions in the lease are likely to be substantially different from those in the BPF short-term commercial lease, particularly with regard to the nature and extent of the obligations placed on the tenant.

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Both landlords and tenants are strongly advised, in addition to obtaining legal advice, to consult the pan-industry document *Commercial Property Leases in England and Wales: Code of Practice* (RICS Business Services 2007) before signing this document.

24 To: The Tenant is **Mr Raghunath Sundara Vadivel** Managing Director of B R Retail Ltd whose registered office is at 278 Wolverhampton Road, Walsall, WS2 9JZ and whose company number is 10808157

25 From: The Landlord is **Mr Bickramjit Singh Mann**

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- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant - before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a “statutory” declaration. To do so, you

will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the Landlord is required to give the following information to the Tenant and anyone who paid the Deposit on the Tenant's behalf ("Relevant Person") within 30 days of receiving the Deposit. This is to ensure that Tenants are made aware of their rights during and at the end of the tenancy regarding the Deposit.

Dealing with the Deposit

The following clauses set out:

- **what the Landlord or Agent will do with the Deposit monies paid by the Tenant under clause 4 of the Main Terms of the Tenancy;**
- **what the Tenant can expect of the Landlord, or the Agent, when the Landlord,**
- **or the Agent, deals with the Deposit;**
- **the circumstances in which the Tenant may receive less than the sum paid to the Landlord, or the Agent, as a Deposit at the conclusion of the**

1. Deposit

- 1.1. The Agent shall place the Deposit in a nominated Client account as soon as reasonably practicable. Any interest earned on the Deposit shall be added to the total held by the Landlord, or the Agent, and treated as if it formed part of the sum originally paid as the Deposit. The interest will be returned to the Tenant at the end of the Tenancy with any balance of the Deposit.
- 1.2. After the Tenancy the Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 1.6 of this Agreement. If more than one such deduction is to be made by the Agent, monies will be deducted from the Deposit in the order listed in clause 1.6.
- 1.3. The Landlord or the Agent shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.
- 1.4. After the end of the Tenancy the Agent on behalf of the Landlord shall return the Deposit to the Tenant (but subject to Clause 4 of the Main Tenancy Terms), except in case of dispute subject to any deductions made under the Agreement, as soon as administratively possible after the end of the Tenancy or any extension of it. The deposit (or appropriate balance) will be returned to the tenant by cheque, or bank draft or direct electronic bank transfer and where the tenant comprises more than one person, the deposit (or appropriate balance), will be returned to the first person named as 'Tenant' on the lease agreement, unless all the joint tenants give us written instructions to the contrary.
- 1.5. If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within 14 days of the Tenant receiving that request in writing.
- 1.6. The Agent with the consent of the Landlord and the Tenant may deduct monies from the

Deposit to compensate the Landlord for losses caused for any or all of the following reasons:

- any damage to the Premises and Fixtures and Fittings caused by the Tenant or arising from any breach of the Terms of this Agreement by the Tenant;
- any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Premises (whether or not the Landlord consented to its presence);
- any sum repayable by the Landlord or the Agent to the local authority where housing benefit has been paid direct to the Landlord, or the Agent, by the local authority;
- any other breach by the Tenant of the Terms of this Agreement;
- any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
- any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Premises;
- any unpaid council tax;
- any unpaid telephone charges.

1.7. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or the Agent, holds the Deposit or any part of it.

Protection of the Deposit

1.8. The Deposit is safeguarded by the Deposit Protection Service, which is administered by:

The Deposit Protection Service Tel: 0844 4727 000
The Pavilions Email enquires@depositprotection.com Bridgwater
Road
Bristol BS99 6AA

1.9. The Tenant pays the Agent the Deposit in accordance with the terms of the Lease Agreement. If the Agent chooses to protect the Deposit with the Custodial Tenancy Deposit Scheme, the Housing Act 2004 requires that the Agent must pay the Deposit to The DPS within 30 days of physically receiving it. The DPS will, however, accept Deposits after this time.

1.10. Following the successful protection of a Deposit, The DPS will provide confirmation of receipt and other information to the Agent and Tenant as detailed further in section 13. The Agent must provide the Prescribed Information.

Schedule 5 Special Clauses

1. Break Clause

Notwithstanding the fixed term stated in Clause 1 of the Main Terms of the Tenancy, the Parties hereby agree that this Agreement may be terminated by either party giving to the other at least two month's notice in writing, such notice not to expire until after six months of the start date of the Term. At the end of such notice the Tenancy shall end and all obligations and responsibilities shall cease; subject nevertheless to any claim by either Party against the other in respect of any breach of any of the terms and conditions of the Agreement

Should the Tenancy be terminated on a date which is not the last day of a rental period then the Tenant's obligation to pay rent shall cease on the termination date and the rent payment will be apportioned accordingly

- (b) A leaflet entitled *What Is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the Tenant and any relevant person.
- (c) The procedures that apply under the scheme by which an amount in respect of a Deposit may be paid or repaid to the Tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.
- (d) The procedures that apply under the scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

(i) THE DEPOSIT

The amount of the Deposit paid is **£650.00**

(ii) ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES

278 Wolverhampton Road, Walsall, WS2 8RQ

(iii) DETAILS OF THE LANDLORD(S)

Name(s) iLove homes Ltd

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|

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v) DETAILS OF THE TENANT(S)

Name Mr Raghunath Sundara Vadivel

Contact details for the Tenant(s) to be used at the end of the tenancy

|

The circumstances when all or part of the Deposit may be retained by the Landlord(s) by reference to the terms of the tenancy are set out in *Clauses 2 and 7.9 to 7.11* of the lease agreement. No deduction can be paid from the Deposit until the parties to the lease agreement have agreed the deduction, or an award has been made by DPS or by the court.

(vii) CONFIRMATION

The Landlord certifies and confirms that:

- The information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the Tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

Signed by or on behalf of the Landlord

The Tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign the document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the Tenant(s)

Sign

Sign

Print

Print

Responsibility for serving complete and correct Prescribed Information on each Tenant and relevant person is the responsibility of the Member and the Landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

Lawyer

THE LEASE

Main terms and Definitions

Letting and Rights

Clause 10 contains provisions which may apply where the letting comprises only part of a building or comprises a unit on an estate.

Where the letting comprises part only a building, clause 10.1 should be used, otherwise it should be deleted. The effect of this clause is to exclude structural and external parts of the building from the letting.
If the tenant is to be granted the use of any common parts, clause 10.2 is to be used; the list of common parts can be edited appropriately.

Clause 10.3 should be included where the tenant is to be granted the use of service media which also serve other premises.

Clause 10.4 gives the landlord the right to alter or close any common parts and to repair, alter and renew service media; it should be included where clauses 10.2 or 10.3 are included.

Landlord's Obligations

The provision of services is governed by clause 11.2. The first item in that clause is the landlord's obligation to keep the premises in tenable repair. The subsequent items deal with common parts, service media, and applicable services. It may be necessary to edit or add to the list of services depending on the circumstances of the property and the letting.

Clause 11.2. contains the landlord's repairing obligations and ends with a proviso that the landlord is not obliged to remedy damage caused by the tenant, or to remedy fair wear and tear, or to 'improve' anything, and is not responsible for interruptions to service due to matters beyond the landlord's control. The provision that the landlord is not obliged to put anything into better condition is ideally to be supported by a schedule of condition which should be attached to the Lease. A properly drawn schedule of condition will avoid disputes as to the condition of the premises at the start of the lease. However, the provisions are workable without a schedule of condition; disputes on this issue are most unlikely to occur in the context of a short letting.

Tenant's Obligations

These are set out in clause 12. The matters set out below should be particularly noted.

- Clause 12.8 prohibits alterations or additions, including signs. Although tenants (especially of retail premises) may well require signage or want to carry out certain alterations, to include anything but an absolute prohibition would make the issue uncertain to an unsatisfactory degree. It is likely that any signage or alterations required by a tenant can be agreed between the parties before the lease is completed. (Technically the Court has the power, under Section 3 of the Landlord and Tenant Act 1927, to override the prohibition in the Lease and to authorise improvements to be carried out if the tenant can fulfil certain criteria. Those statutory provisions cannot be excluded by the Lease, but it is unlikely that they will be invoked for the type of letting for which the model form is designed.)
- Clause 12.14 contains an absolute prohibition against assigning, subletting, charging, parting with possession or sharing occupation of the property, except that sharing within a group of companies is permitted without creating a tenancy. Again, given the short term nature of the arrangements, the landlord will not want to contemplate a qualified covenant against assignment, especially because of the practical agreements at the lease negotiation stage with regard to pre-conditions.

Breach of Tenant's Obligations

Clause 14 gives the landlord power to serve notice requiring the remedy of a breach of tenant's obligations and gives the landlord the power to carry out remedial works at the tenant's expense, if the tenant fails to comply with the notice.
Clause 15 gives the landlord power to sell, on behalf of the tenant, any goods which the tenant leaves behind after the end of the term.

Consequences of damage or destruction

The lease does not impose an obligation on the landlord to insure the premises. We considered that arrangements for insurance should be entirely at the landlord's discretion in the case of a short letting, provided that the tenant is given the protection of abatement of rent and the right to terminate the lease if substantial damage occurs. The landlord has a similar right of termination in such circumstances.
Saints Street, Bristol BS1 2NY (Tel: 0117 945 6874).

Landlord initials.....

Tenant initials.....

COMMERCIAL LEASE

For

278 Wolverhampton Road, Walsall, WS2 8RQ

MAIN TERMS AND DEFINITIONS

- 1 The Landlord is **Mr Bikramjit Singh Mann of c/o 24 Station St, Walsall, WS2 9JZ**
- 2 The Tenant is **Mr Ramen Amini at 278 Wolverhampton Road, Walsall, WS2 8RQ** and whose company number is **later to be registered. The registered business name is EU Off-license**
- 3 The registered address for the Tenant is
- 4 **The Term of this lease is for 8 years commencing 1st June 2019 and ends 31st May 2027**
- 5 **The Rent is £550.00 per calendar month** and is payable in advance by equal monthly payments on every 1st of each month
- 6 The Rent begins to be payable on **1st June 2019** and the first payment shall be made on **1st June 2019**
- 7 **The Tenant has paid a Deposit of £1,100.00 (one thousand and one hundred pounds).** The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement. The Agent is a Member of the Deposit Protection Service. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement. Any interest earned will belong to the Agent or landlord.

The Tenant hereby confirms that:

- a) (i) the deposit has been paid by the Tenant and not by a third party (unless details of such are included within the attached Prescribed Information under 'Deposit Provider');
- OR
- (ii) if the deposit, or any balance thereof, has been paid by another party and whose details do not appear on the attached Prescribed Information, then the Tenant will advise the Landlord or his Agents of such person's details in writing prior to the settlement taking place;

they have the authority to enter into negotiations in order to agree the settlement of the deposit at the end of the tenancy.

- 8 The Permitted Use of the Premises is as Hairdresser's Shop.

LETTING AND RIGHTS

- 9 The Landlord lets the Premises to the Tenant at the Rent for the Term of 5 years rent of £550 pcm
- 10 The Landlord grants to the Tenant the following rights and makes the following reservations:

Landlord initials...

10.1 The Premises form only part of a Building. They do not include any part of the main structure, foundations, roof or exterior of that Building but they do include window frames and glass, doors and door frames, raised floors and suspended ceilings and the voids above and below them, light fittings and other landlord's fixtures and fittings;

10.2 The Tenant is granted the use, of the following Common Parts:

entrances, hallways, passages, staircases, toilets, estate roads, car park, delivery areas, yards, lifts

but must use them in a reasonable and proper manner in accordance with any regulations imposed from time to time by the Landlord;

10.3 may serve other premises, but must use them in a reasonable and proper manner in accordance with any regulations imposed from time to time by the Landlord;

10.4 The Landlord reserves the right to alter or close any Common Parts subject to providing (except in emergencies) reasonably suitable alternative amenities, and reserves the right to use (and repair, alter or renew) any Service Media in the Premises which serve other premises but the landlord is not responsible for any repairs due by the tenant;

10.5 The Landlord also reserves the right to enter the Premises for the purposes and on the terms set out elsewhere in this Lease. The right of entry will only be exercised following reasonable notice, except in the case of an emergency.

LANDLORD'S OBLIGATIONS

11 The Landlord's Obligations to be observed throughout the Term are:

11.1 As long as the Tenant pays the Rent and complies with the Tenant's Obligations, the Landlord will give exclusive possession of the Premises to the Tenant during the Term without interference by the Landlord or any superior landlord or any person deriving title under or in trust for either of them;

11.2 The Landlord will use reasonable endeavours to provide the following Landlord's Services:

- (1) keeping the Premises in tenantable condition;
- (2) keeping in tenantable condition the Common Parts and the structure of the building of which the Premises form part;
- (3) keeping Service Media in working order;
- (4) providing during the Hours of Use:

hot water to basins in the Premises, hot water to basins in Common Parts, heating of the Premises, heating of Common Parts, lighting of Common Parts, lift service in Common Parts, caretaking/porterage

but the Landlord is not obliged to:

- (a) remedy damage caused by the Tenant, or
- (b) remedy fair wear and tear, or
- (c) put the Premises or any Common Parts or any Service Media into better condition than at the date of this Lease as described or shown in the attached Schedule of Condition,

and the Landlord is not responsible for interruptions in any of the Landlord's Services due to matters beyond the Landlord's control.

Landlord initials..

TENANT'S OBLIGATIONS

12 The Tenant's Obligations to be observed throughout the Term are:

- 12.1 the Tenant will pay the Rent immediately it falls due without any deduction or set off and (if required) by bank standing order or credit transfer to the Landlord's bank account;
- 12.2 the Tenant will pay any value added tax chargeable on the Rent and any other sums payable under this Lease, at the same time as the sum on which it is charged;
- 12.3 the Tenant will pay interest on any Rent or other sum payable under this Lease which is overdue for 7 days after its due date, calculated (both before and after any court judgment) at 4% per year above the Bank of England base rate for the period from the due date until payment;
- 12.4 the Tenant will pay all charges for all water, gas, electricity, telephone and similar services consumed on the Premises, and will pay a fair proportion of any which relate to both the Premises and other premises;
- 12.5 the Tenant will use the Premises carefully and will not damage them, but normal fair wear and tear is permitted;
- 12.6 the Tenant will comply with all legislation applicable to the Tenant's use of the Premises; the Tenant will not do anything which may result in a statutory requirement arising for work to be carried out on the Premises or any other premises of the Landlord;
- 12.7 the Tenant will immediately give the Landlord a copy of any notice relating to the Premises or its use which the Tenant receives and will also notify the Landlord of any damage to or want of repair in the Premises or the building of which they form part, as soon as reasonably possible after becoming aware of it;
- 12.8 the Tenant will not make any alteration or addition to the Premises (including displaying any signs, posters, advertisements, etc.) inside or outside, and will remove any unauthorized alterations or additions on demand;
- 12.9 the Tenant will use the Premises only for the Permitted Use and only during the Hours of Use, and will notify the Landlord immediately if the Tenant ceases to occupy the Premises at any time during the Term;
- 12.10 the Tenant will not apply for, or implement, any planning permission in respect of the Premises without the prior written consent of the Landlord;
- 12.11 the Tenant will not do anything which is a nuisance or annoyance to the Landlord or to the owners or occupiers of any adjoining or neighbouring property, or use the Premises for any illegal or immoral purpose, or hold an auction or public exhibition or public or political meeting on the Premises;
- 12.12 the Tenant will not, save in the ordinary course of the Tenant's business (and then only in accordance with all relevant laws and regulations) permit any contaminative or hazardous substances to be on or to be discharged from the Premises; the Tenant will not otherwise cause contamination or pollution at under or from the Premises;
- 12.13 Subject to the Tenant having been provided with appropriate details of such policy, the Tenant will not do anything which may invalidate any insurance policy relating to the Premises or other Premises of the Landlord or which may increase the premiums for that insurance;
- 12.14 the Tenant will not assign, sublet, charge, part with possession of, or share the occupation of, the whole or any part of the Premises, except that if the Tenant is a limited company it may (by licence but not subletting) share occupation with another company in its group (as defined in Landlord and Tenant Act 1954 section 42(1));
- 12.15 the Tenant will allow the Landlord to enter the Premises (with other persons authorised by the Landlord) for the purposes set out in clause 14.2, for performing the Landlord's Obligations under this Lease, and for all other reasonable and proper purposes, at reasonable times after giving the Tenant (except in emergency) reasonable prior notice; the persons entering the Premises must cause as little disturbance as reasonably possible and must make good all damage caused to the Premises;

Landlord initials



12.16 the Tenant will, at the end of the Term (however ending), give vacant possession of the Premises to the Landlord in the condition required by this Lease and will remove from the Premises the Tenant's goods and fixtures and fittings including signs and make good all damage caused to the Premises by their removal and will leave the Premises in a tidy condition, free of rubbish;

12.17 the Tenant will pay all reasonable costs and expenses incurred by the Landlord in connection with:

- (a) any application by the Tenant for an approval or consent (whether or not it is given, unless unlawfully withheld); or
- (b) in (or in contemplation of) the preparation and service of any notice of a breach of the Tenant's Obligations under this Lease including statutory notices, even if forfeiture (if applicable) is avoided otherwise than by court order.

BUSINESS RATES

13 It is one of the Landlord's Obligations that the Landlord pay the business rates in respect of the Premises.

BREACH OF TENANT'S OBLIGATIONS

14 If the Landlord serves on the Tenant a written notice specifying anything required to remedy a breach of the Tenant's Obligations under this Lease:

14.1 the Tenant will comply with the notice within one month (or immediately in emergency);

14.2 if the Tenant fails to do so, the Landlord has the right to enter the Premises and remedy the breach and the Tenant will pay to the Landlord on demand, as a debt, all costs and expenses so incurred by the Landlord.

TENANT'S GOODS AT THE PREMISES

15 If the Tenant leaves any goods in the Premises at the end of the Term (however it ends), the Tenant authorises the Landlord to sell those goods on behalf of the Tenant. The Landlord shall account to the Tenant for the proceeds less the Landlord's reasonable expenses.

CONSEQUENCES OF DAMAGE OR DESTRUCTION

16 If the whole or part of the Premises becomes inaccessible or unfit for use due to damage or destruction (other than as a result of anything the Tenant does or fails to do):

16.1 the whole or an appropriate proportion (having regard to the nature and extent of the destruction or damage) of the Rent and other payments under this lease shall cease to be payable until the Premises are fully accessible and fit for use; and

16.2 if the damage or destruction affects the whole or a substantial part of the Premises and it is likely to take more than three months to make the Premises again fully accessible and fit for use, either the Landlord or the Tenant may terminate this Lease by giving written notice to the other, in which event this Lease will immediately end and the Landlord need not carry out any repairs or reinstatement.

FORFEITURE

17 The Landlord may forfeit this Lease by re-entering the Premises (or part of them as if entering the whole) if:

- (1) any Rent or other sums are overdue for 14 days or more (whether or not demanded), or
- (2) if any of the Tenant's Obligations under this Lease are not performed or observed, or
- (3) if the Tenant (being an individual) becomes bankrupt, or

Landlord initials.

- (4) if the Tenant (being a company) enters into liquidation whether voluntary or compulsory (unless for the purpose of reconstruction or amalgamation) or has a receiver or administrative receiver appointed over any of its assets or is the subject of a petition for the appointment of an administrator, or
- (5) if the Tenant enters into an arrangement or composition with creditors, and on re-entry the Term will end but the Landlord will retain any accrued rights in respect of breaches of the Tenant's Obligations.
- (6) if the tenant sells on or transfers the remaining lease agreement, the tenant will be liable to pay all re-letting costs that is charge to the landlord via an agency (fees) and pay the landlord 2 months of rent in full upon a new lease agreement commencing. The tenant will not be released from this lease agreement until such references (applicant) have been carried out as successful for a new lease agreement to be issued to a new lease holder.

GENERAL PROVISIONS

- 18 Notices relating to this Lease or to the Premises may be served in accordance with Law of Property Act 1925 section 196.
- 19 The Landlord and the Tenant have agreed that Landlord and Tenant Act 1954 sections 24 to 28 do not apply.
- 20 The Landlord has served on the Tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order").
- 21 The requirements specified in Schedule 2 to the Order have been met in that the Tenant has made the appropriate declaration in the form, or substantially in the form, set out in Schedule 2 to the Order.
- 22 It is also agreed that:
 - 22.1 the Tenant will not have any rights over any property of the Landlord or the benefit of any obligations on the part of the Landlord, except as set out in this Lease;
 - 22.2 where a party to this Lease comprises two or more persons, they are responsible for all their obligations both jointly and individually;
 - 22.3 where this Lease obliges the Tenant not to do something, the Tenant is also obliged not to permit it to be done by any person under the Tenant's control;
 - 22.4 headings are given in this Lease for convenience only and do not affect the meaning of the text.
- 23 Either the Landlord or the Tenant may give to the other not less than 1 months' written notice to end the Term on the {Finish Date of Notice} or on any later date. Ending the Term will not release the parties from their accrued liabilities down to that date.

Landlord initials...

SIGNED by the LANDLORD: ..

SIGNED by the TENANT:

DATE OF THIS LEASE:

01/06/19

WITNESSED BY:

WITNESS PRINT:

NICOLE CLARKE

COMMERCIAL LEASE

IMPORTANT NOTICE

By entering into this lease the parties are undertaking legally binding obligations and should take legal advice before signing.

It is important that tenants understand that the short-term commercial lease has been designed for property being offered for a relatively short period of occupation. The lease (and the related agreement for lease) provide for the letting to be granted without security of tenure. This means that, when the lease expires, the tenant will not have the legal right he would normally have under the Landlord and Tenant Act 1954 to apply to the court for a new tenancy. The removal of this right does not stop the landlord and tenant agreeing to a new lease at the end of the tenancy, but this can only occur if both the landlord and the tenant so wish.

Tenants wanting to guarantee that they can remain in the same business premises, once the initial lease has expired should consult their professional advisers about seeking other premises where such terms are an offer. In such cases, the terms and conditions in this lease are likely to be substantially different from those in the BPP short-term commercial lease, particularly with regard to the nature and extent of the obligations placed on the tenant.

The BPP short-term commercial lease, and related agreement for lease, have been prepared with the overriding objective of offering a better service to business tenants. A wide-ranging consultation exercise was undertaken before the final versions of these documents were published, and many of those consulted have offered formal statements of support. The names of supporting organisations are set out on the cover. The BPP is confident that the use of this straightforward documentation will go much to enhance the relationship between landlords and tenants.

Landlords and tenants must remember that while the short-term commercial lease has been published as a standard form, it contains clauses which can be amended, or deleted, following amicable discussion between the parties.

Both landlords and tenants are strongly advised, in addition to obtaining legal advice, to consult the primary document *Commercial Property Leases in England and Wales: Code of Practice* (RICS Business Services 2007) before signing this document.

24 To: The Tenant is **Mr Ramen Amini** is the tenant at **278 Wolverhampton Road, Walsall, WS2 3RQ** whose company number is to be confirmed with the local authority.

25 From: The Landlord is **Mr Bikramjit Singh Mann**

Landlord Initials...

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant - before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

Landlord initials..

Tenant initials.....

From: Walsall Licensing <H_WALSALL_LICENSING@west-midlands.pnn.police.uk>

Sent: 05 January 2021 13:03

To: Licensing <Licensing@walsall.gov.uk>

Subject: RE: [External]: European Off Licence, Licence Review

CAUTION: This email originated from outside of the council. If you have any doubts do not click links or open attachments. You should never be asked to enter your username and password into an external link.

Further to receipt of the above mention Review, Walsall Police fully support the application for the revocation of this premise licence.

This premise is known to us in relation to intelligence on drugs and under aged sales of alcohol dating back a number of years, however no evidence has been confirmed for the police to share with the committee and all information for illegal tobacco has been forwarded to Trading Standards as per protocol which has reinforced their actions resulting in the submission of the Review document. Walsall Police have supported Trading Standards on 13 September 2019 and 28th August 2020 during the searches of the premises when illegal tobacco has been found.

Mr Mann has clearly no control over the business which is operating on the Premise Licence issued to him which has impacted on the licensing objectives. The prevention of Crime and Disorder has clearly been undermined but I ask the committee to consider Public Safety and the Protection of Children from Harm. Mr Mann due to his lack of management has allowed illegal tobacco to be sold, the contents of the tobacco are unknown therefore the safety of those patrons making a purchase has to be in question, so is the cost which attracts and makes it affordable for children to purchase. The sales of illegal tobacco has no duty paid, they are unregulated and manufactured in unknown conditions with no regard to the consumer. These sales affects the income of legitimate shop owners therefore Walsall Police can only see that this has been done for the purpose of profit and financial gain, when other premises, have been abiding by the law. The trading in illegal tobacco can and is often linked to criminality both low level and large scale organised crime groups. This can include serious crime, people trafficking, money laundering but it also brings criminals into our local neighbourhood to supply local sellers, a situation we do not need in Walsall.

Walsall Police also believe this application seeking the revocation of the licence is not only about the illegal sales of tobacco, it is about the abuse of Mr Mann's position as a Premise Licence holder in allowing his tenants to trade under his name without any responsibilities or consequences. Mr Mann is also the named Designated Premise Supervisor for this licence yet has no day to day responsibility/control or any interest in this business. I therefore suggest that any sales of alcohol would be currently unlawful. Mr Mann has therefore allowed owner A and B to conduct their business and their illegal sales of tobacco with a total disregard to the Premise Licence he holds and the Licensing Act 2003.

Although we have no additional evidence to offer, the guidance issued under section 182 of the Licensing Act 2003, Crime and Disorder 2.1 states Licensing authorities should look to the police as the main source of advice on crime and disorder. We believe there is sufficient information contained in this Review document for the committee to revoke this licence and would welcome the opportunity to attend the Review hearing.

Kind regards

Jennifer Mellor

Walsall Licensing and Regulatory Services Officer

Walsall Partnership Team

Walsall Police

Civic Centre, Walsall

Tel: 101 ext 8896324

Email: j.mellor@west-midlands.pnn.police.uk

From: Neil Aston-Baugh <Neil.Aston-Baugh@wmfs.net>
Sent: 05 January 2021 09:28
To: Licensing <Licensing@walsall.gov.uk>
Subject: Fw: Premises licence review. Fire Authority re-submission support of process.

CAUTION: This email originated from outside of the council. If you have any doubts do not click links or open attachments. You should never be asked to enter your username and password into an external link.

Licensing Act 2003
European Off License
278 Wolverhampton Road Walsall WS2 8RQ

I refer to the review of a premises license called by Walsall Council's Trading Standards, In respect of the above premises

West Midlands Fire Authority would like to support the review particularly in respect of the trade of illegal cigarettes, for the following reasons.

Fake cigarettes pose an even bigger fire risk than genuine ones, which are already the single biggest cause of fire deaths in the UK, accounting for one in three house-fire fatalities and 100 deaths a year.

Since November 2011, every cigarette **sold** in the EU/UK must meet a reduced ignition propensity (RIP) requirement by having ultra-thin bands of slightly thicker fire-retardant paper at intervals down the length of the cigarette so that, once lit, it will self-extinguish if not actively smoked.

This reduces the fire risk from them being left burning in an ashtray, dropped, or from the smoker falling asleep, for example.

Fire-safer cigarettes

Described as a “watershed moment for fire safety in the UK” by the Chairman of London Fire and Emergency Planning Authority’s Community Safety Committee, it is estimated that the implementation of this legislation and the creation of fire-safer cigarettes could prevent 1,800 fires, 67 fire deaths and 600 casualties a year in the UK, or 1 life every five days.

However, the active word above is ‘sold’, meaning sold legally. What about the possibly hundreds of millions of counterfeit cigarettes smuggled into the country, and smoked by increasing numbers of people as the price of the genuine article continues to rise?

In Lincolnshire, a smoldering illegal cigarette brand, is thought to have started a house fire in Spalding in which a 71-year-old woman died.

Apart from the obvious fire risk, fake cigarettes carry huge health risks and are even more toxic than genuine brands, often containing noxious cancer-causing chemicals such as arsenic, lead, cadmium, benzene and formaldehyde, sawdust, tobacco beetles and, in some cases, rat droppings.

Illegal brands of cigarettes that do not carry the fire-retardant bands are widely smoked all over the UK, often in poorer communities in many of these households, children will also reside and may be sleeping when fires from cigarettes are started, often late at night.

West Midlands Fire Authority Supports the review as it believes the public safety objective is being undermined with the sale of potentially dangerous items and fully supports any actions taken by trading standards in respect of the premises which sell them.

Should you require any further information, please do not hesitate to contact me.

Regards

Neil Aston-Baugh

Fire Safety Officer -LEEPS Team
Tipton Fire Station
Alexandra Road
Tipton
West Midlands
DY4 7NZ

Tel: 07973 810 042 or,
0121 380 7500

Email : neil.aston-baugh@wmfs.net

Team Email: LEEPSTeams.Enquiries@wmfs.net

Fire Safety Admin Email firesafety.admin@wmfs.net



WEST MIDLANDS FIRE SERVICE

Making the West Midlands Safer, Stronger and Healthier

OUR PLAN

2019 - 2022

From: Steven Doyle <Steven.Doyle@walsall.gov.uk>
Sent: 06 January 2021 08:49
To: Licensing <Licensing@walsall.gov.uk>
Subject: News & Booze, European Off Licence & Convenience Store Licensing Review Representations

Please find representations from Walsall Trading Standards for the above premises.

Best regards,

Steven Doyle
Trading Standards Officer
Trading Standards
Walsall M.B.C.
Civic Centre
Darwall Street
Walsall, WS1 1TP.

steven.doyle@walsall.gov.uk

Tradingstandards@walsall.gov.uk

www.walsall.gov.uk



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Licensing Act 2003 – Premises Licence Review for European Off Licence and Convenience Store, 278 Wolverhampton Road, Walsall, WS2 8RQ

As the Chief Officer of Weights and Measures and a Responsible Authority under the above Act, I wish to make representations in respect of the submitted application. These are:

There have been numerous intelligence reports and complaints provided to Walsall Trading Standards over the last two years that indicate that illegal tobacco is being sold from European Off Licence and Convenience Store. Appendix 1 shows a log of complaints and actions by trading standards in relation to these premises.

In the last two years, counterfeit and incorrectly labelled Marlboro cigarettes were bought on a covert test purchase operation, followed on a later occasion by a packet of counterfeit and incorrectly labelled Richmond Blue cigarettes. A large quantity of illegal tobacco and cigarettes found has been found in the store on two occasions when it has been visited by Trading Standards Officers with a tobacco detector dog, and also from the flat above the store on a third occasion.

Furthermore, the named Designated Premises Supervisor, Mr Bikramjit Singh Mann who is the owner of the premises, and also the Premises Licence holder, has stated to trading standards that he has no involvement with the running of the business as he merely leases the premises to the owner of the business. This lack of involvement by Mr Mann as DPS and Premises Licence holder is contrary to Paragraph 10.28 of the Revised Guidance issued in April 2018 under section 182 of the Licensing Act 2003. The guidance states

‘.the DPS and the premises licence holder remain responsible for the premises at all times.’

Mr Mann is fully aware that sales of illegal tobacco have taken place in the store, and was invited to be interviewed about the offences by trading standards following the first seizure of cigarettes and tobacco. (Copy of letter attached as Annex 2.) It was following receipt of this letter that Mr Mann contacted trading standards and denied having any involvement with the business.

Mr Mann was also fully aware about the find on the second occasion, and arrived at the store during the third time tobacco was seized and was fully cogniscent of what was happening that day.

Photographs of the tobacco seized from the store and the ceiling where the tobacco was hidden on the first occasion are attached as Annex 3.

Over a number of years, part of government strategy to reduce tobacco use has been to increase duty on tobacco products, making them more expensive. Research has shown that illegal cigarettes sell for £3 - £6 per packet of twenty, and hand rolling tobacco around about £6 - £10 per 50g pouch. These are both approximately half the price of legal tobacco products. It is clear that as well as the direct health dangers of using unregulated tobacco, the sale of these cheap products undermines the long term government aim of increasing the health of the population by minimising tobacco use.

Illegal tobacco makes it easier for children to start smoking due to its price, thus making it more likely for them to become hooked at a young age. Illegal tobacco is always available at

a fraction of the cost of genuine tobacco, undermining the effectiveness of taxation and making it harder for smokers to quit. Cheap tobacco makes it easier for non-smokers to start smoking and for ex-smokers to relapse.

The test purchaser who bought Marlboro cigarettes from this store was charged £5, when the normal retail price for this brand is approximately £11 a pack, and the Richmond Blue cigarettes were purchased for £5.50, again approximately half the retail price of a genuine pack.

A further element of government strategy is to have printed on tobacco packets written warnings and pictures showing the consequences of smoking. In the vast majority of cases, these are missing from the illegal goods seized from European Off Licence & Convenience Store.

Offences investigated by Trading Standards relating to illegal tobacco are against the Trade Marks Act 1994 for counterfeit goods, which carries a penalty of unlimited fines and/or imprisonment of up to ten years, against the General Product Safety Regulations 2005 for selling cigarettes which do not self extinguish as required, and against the Consumer Protection Act 1987 for selling tobacco products without correct labelling. There are also potential offences of duty evasion as some of the cigarettes seized are specifically made for smuggling (cheap whites) and others marked as genuine brands (though often counterfeit) did not have a UK customs stamp.

The illegal tobacco trade is often part of organised criminal activity and is linked to a range of other illegal trades including alcohol, people-trafficking, modern-day slavery and drug smuggling. There is also evidence to suggest that the illegal tobacco trade funds terrorism. (Appendix 4).

It is for these reasons that Walsall Council Trading Standards support the License Review recommendation to revoke the Premises Licence for 278 Wolverhampton Road, Walsall.

APPENDIX 1

Trading Standards

Mr B S Mann
37 Reservoir Street
Walsall
WS2 9TG

08 January 2019
TS296
01922 653049
steven.doyle@walsall.gov.uk

Dear Mr Mann,

Trade Marks Act 1994
Consumer Protection Act 1987
Tobacco and Related Products Regulations 2016

You will be aware that on 24th October 2018, officers from this department visited European Off Licence and Mini Market, 278 Wolverhampton Road, Walsall, WS2 8RQ. The visit was made in response to information that illegal tobacco was being sold from the premises, and illegal tobacco products were found during this visit. These were seized under the provisions of the above legislation.

The cigarettes and hand rolling tobacco seized were found not to be in compliance with labelling Regulations. Any cigarettes or hand rolling tobacco sold in the UK must be in plain packs and the health warnings etc must be in English language.

Some of the brands with incorrect labelling seized were Minsk Capital, L&M Forward, NZ Gold, Marvel Blue, Fest, Richmond and Amber Leaf.

Selling tobacco products without the required information in English is an offence under the Tobacco and Related Products Regulations 2016 and can lead to prosecution in the Magistrates or Crown Courts. The maximum penalty for committing such an offence is imprisonment for up to two years and an unlimited fine.

Further, any trade marks which are used on goods, including cigarettes, must have been used with the permission of the trade marks holder. If permission has not been given, the goods will be counterfeit. The Richmond cigarettes have been examined by the trade mark holder and found to be counterfeit.

Selling counterfeit goods is an offence under the Trade Marks Act 1994 and can also lead to prosecution in the Magistrates or Crown Court. The maximum penalty for committing such an offence is imprisonment for up to ten years and an unlimited fine.

As you are the Designated Premises Supervisor for this business, I now need to carry out an interview with you regarding these illegal tobacco products. Please contact me to make the necessary arrangements.

The interview will be recorded and carried out with caution and in accordance with the codes of Practice as laid down under the Police and Criminal Evidence Act 1984

You are strongly advised to contact a solicitor prior to the interview, and you are entitled to have legal representation at the interview if you wish.

If you are not the owner of this business, please advise me who is as soon as possible so that I can contact them regarding this matter too.

If you require further information please do not hesitate to contact me.

Yours sincerely,

Mr S Doyle
Senior Trading Standards Officer

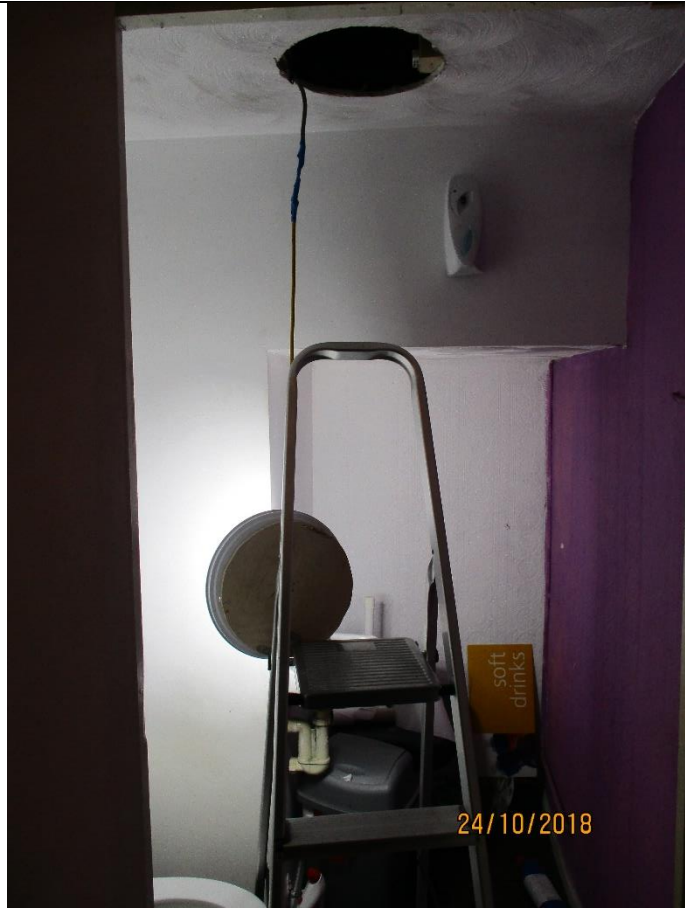
APPENDIX 2

Walsall Trading Standards Record of Dealings With European Off Licence & Convenience Store		
Date	Occurrence	Notes
15/08/2018	Advice visit to store re underage sales	Officers making visit noted that person spoke to in store seemed to be very nervous. Recommendation made to include premises next time tobacco detector dog employed.
24/10/2018	Visit with tobacco detector dog.	15,300 cigarettes & small amount of hand rolling tobacco found in store room and hidden in ceiling.
30/10/2018	Underage test purchase exercise	No sale
07/12/2018	Covert test purchase	20 Marlboro cigarettes purchased
07/01/2019	Consumer complaint about illegal cigarettes being sold from store	
08/01/2019	Letter to Mr Mann (home address) re interview	
11/01/2019	Phone call from Mr Mann	Stated that he is not involved with business and he should no longer be DPS
11/02/2019	Consumer complaint that illegal tobacco being sold from store	
15/02/2019	Licensing officer visited store	Business owner stated that Mr Mann was current DPS but it was his intention to take on this role. Officer spoke to Mr Mann on phone who confirmed he was still DPS.
12/06/2019	Consumer complaint that illegal tobacco being sold from store	
13/09/2019	Visit with tobacco detector dog to store and flat above	19000 cigarettes and small amount of hand rolling tobacco found on stairs leading to flat above shop
20/08/2020	Test purchase by tobacco company	Counterfeit Richmond cigarettes purchased
24/08/2020	Visit with tobacco detector dog to store and flat above	22380 cigarettes and small amount of hand rolling tobacco found in the store

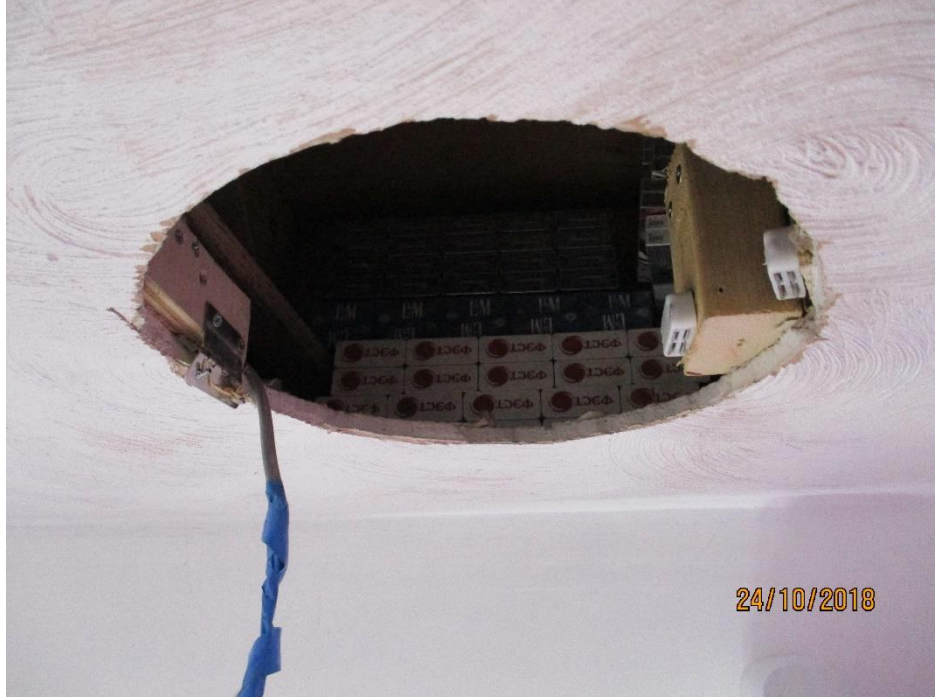
Appendix 3

Photographs Taken at European Off Licence & Convenience Store

Store Room &
Steps to
Concealed
Tobacco
Products
24/10/2018



Tobacco
Concealment in
Ceiling
24/10/2018



Tobacco in ceiling
24/10/2018



Cigarettes in
Store Room
24/08/2020



Cigarettes in
Store Room.
(Snack box
used to
separate
brands.)
24/08/2020



Appendix 4

References

TACKLING ILLICIT TOBACCO: FROM LEAF TO LIGHT

HMRC report 2015

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/418732/Tackling illicit tobacco - From leaf to light 2015 .pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/418732/Tackling_illicit_tobacco_-_From_leaf_to_light_2015_.pdf)

Report on HMRC & Border Force Strategy to deal with smuggled tobacco. Goes into detail about the loss of tax revenue (over £2bn per year), international co-operation, the supply chain and enforcement.

Foreword by Exchequer Secretary to the Treasury, Priti Patel:

‘Tobacco Excise Fraud is a crime which deprives the UK of vital revenue which could be used to fund essential public services, including tackling the damaging impacts of tobacco itself, but its impact extends far beyond that.

Dominated globally by organised criminals, the illicit trade damages legitimate business, undermines public health and facilitates the supply of tobacco to young people. The criminality involved, including the use of the proceeds to fund other crimes, has a devastating effect on individuals and communities across the UK and abroad.’

THE LINK BETWEEN ILLICIT TOBACCO TRADE AND ORGANISED CRIME

Speech given by Prof. Dr. Prof. h.c. Arndt Sinn, University of Osnabrück/ZEIS regarding the smuggling of illegal tobacco by organised crime groups. Illustrates that there are large profits to be made for little risk.

Published by European Economic & Social Committee

https://www.eesc.europa.eu/sites/default/files/files/mr_arndt_sinn_speech.pdf

March 2018

Illicit trade of tobacco products (ITTP)

Despite a notable decrease in consumption of contraband and counterfeit of tobacco products in 2016, it continues to constitute a substantial source of income for OCGs across Europe. In 2016, 9 percent of total consumption continues to be counterfeit and contraband, while illicit consumption deprived governments of €10.2 billion in tax. Activity on this scale is representative for major organised crime on international level conducted by agile groups to feed sustained consumer demand. - With a profit margin of up to 900 percent, the revenues of ITTP are reinvested in more severe criminal activities such as human trafficking, arms smuggling and even terrorist activities.

Health effects of smoking among young people

Lists the physical and emotional effects of early smoking on young people with references to other reports. Part of a wider initiative by the WHO to reduce the prevalence of smoking.

- The resting heart rates of young adult smokers are two to three beats per minute faster than nonsmokers.
- Smoking at an early age increases the risk of lung cancer. For most smoking-related cancers, the risk rises as the individual continues to smoke.
- Teenage smokers suffer from shortness of breath almost three times as often as teens who don't smoke, and produce phlegm more than twice as often as teens who don't smoke.
- Teenage smokers are more likely to have seen a doctor or other health professionals for an emotional or psychological complaint.
- Teens who smoke are three times more likely than nonsmokers to use alcohol, eight times more likely to use marijuana, and 22 times more likely to use cocaine. Smoking is associated with a host of other risky behaviours, such as fighting and engaging in unprotected sex.

From: Paulette Myers <Paulette.Myers@walsall.gov.uk>

Sent: 06 January 2021 16:54

To: Licensing <Licensing@walsall.gov.uk>

Cc: Sayful Alom <Sayful.Alom@walsall.gov.uk>; David Elrington <David.Elrington@walsall.gov.uk>

Subject: FW: PH response-Licence Review application

Dear all,

As a responsible authority I am submitting a representation in respect of the premises licence review application.

Many thanks for your support with this.

Regards,

Paulette

Dr Paulette Myers FFPH, FRCP, MB, ChB

Consultant in Public Health Medicine/Associate Director of Public Health

GMC No. 3178601

Economy & Environment Directorate,

Walsall Council

01922653744

Email: paulette.myers@walsall.gov.uk

Paulette.myers1@nhs.net

Premises: European Off Licence and Convenience Store, 278 Wolverhampton Road, Walsall, WS2 8RQ

Licence Review

I have considered the application for a review of the licence for the premises named above and I am making the following observations on behalf of the Director of Public Health as a Responsible Authority.

The grounds for the Public Health Department of Walsall Council's involvement in this application for a review of the licence for the above named premises, is that the licensing objectives of public safety and protection of children from harm have been seriously undermined.

Walsall Trading Standards has received numerous complaints about illegal tobacco being sold from the premises and a large quantity of illegal tobacco products has been found in the store on several occasions during visits by Trading Standards Officers and a tobacco detector dog. Counterfeit and incorrectly labelled cigarettes has also been bought from the store during a covert test purchase operation in the last year (European Off Licence and Convenience Store)

The relevance of this to the health of the public is outlined below.

- 1) **Impact on Young People:** there are a number of well documented impacts on health from tobacco use, particularly in young people and the uptake by young people. Some of these are:

- Child and adolescent smoking causes serious risks to respiratory health both in the short and long term¹.
- An increased risk of developing lung cancer or heart disease².
- The younger the age of uptake of smoking, the greater the harm is likely to be because early uptake is associated with subsequent heavier smoking, higher levels of dependency³.
- There is good evidence that two-thirds of smokers take up smoking before the age of 18⁴.
- The ease with which young people can obtain cigarettes significantly influences uptake of smoking⁵.
- Counterfeit/illegal tobacco can pose a greater danger to health, particularly to children and young people as they are often targeted by those who sell illegal cigarettes, selling products at 'pocket money prices' making it easier for children to obtain cigarettes and take up the habit⁶.
- Counterfeit tobacco products often have no quality controls and can be made in very unhygienic conditions⁷.
- The licence holder has been found to be selling illicit cigarettes and at cheap prices on several occasions.

2) Smoking related harm

- Nationally reported data show that the population in Walsall has consistently significantly high deaths caused by smoking than either the West Midlands region or England.



¹ ASH (2019) [Young People and Smoking](#)

² BMA Board of Science (2007) [Breaking the cycle of children's exposure to tobacco smoke](#). British Medical

³ Royal College of Physicians (2010) [Passive smoking and children](#)

⁴ Royal College of Physicians (2010) [Passive smoking and children](#)

⁵ Robinson S & Bugler C (2008) [Smoking and drinking among adults](#)

⁶ All Party Parliamentary Group on Smoking and Health (2013) [Inquiry into the illicit trade in tobacco products](#)

⁷ Sir Cyril Chantler (2014) [Standardised packaging of tobacco: Report of the independent review](#)

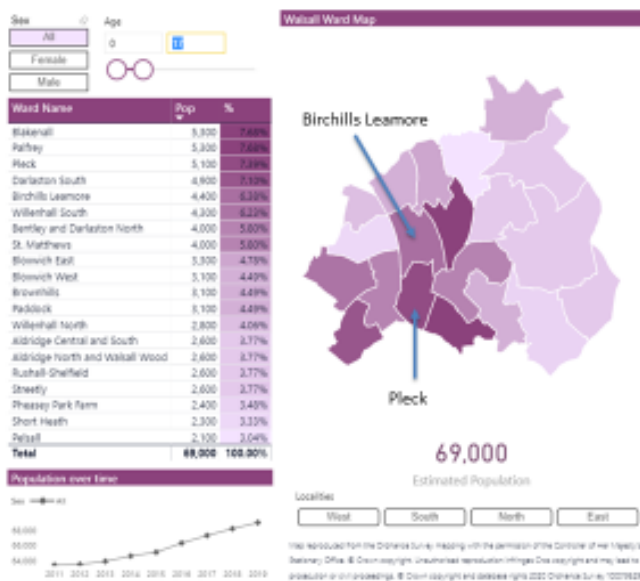
3) **Smoking Prevalence:** The following data⁸ demonstrates increased smoking prevalence within Walsall;

- Overall smoking prevalence in Walsall adults is 19.7% (aged 15+), which is significantly higher than England (16.7%).
- Maternity services record smoking status at the time of delivery is a concern for Walsall, with 16% of mothers smoking through pregnancy and up to the time of the baby’s birth. This is significantly higher than England’s rate of 10.4% in 2019/20. The national target for this indicator is currently 6%. The selling of illicit tobacco reduces the likelihood of smokers stopping smoking due to retailers selling these products at a much lower cost than legal branded cigarettes.

Local Information

The European Off Licence & Convenience store is located in the Birchills Leamore electoral ward which is in the top quartile of wards in Walsall for the number of under 18 year olds (6.4%).

Ward population for under 18’s (based on 2019 mid year estimated from ONS)



In 2019, from a total borough population of 285,500, there were 69,000 under 18’s (almost a quarter)

The 2 wards subject to licence renewal are Birchills Leamore & Pleck and contain 6.4% and 7.4% respectively of the under 18 population. Both wards are in the top quartile of wards for the number of under 18’s.

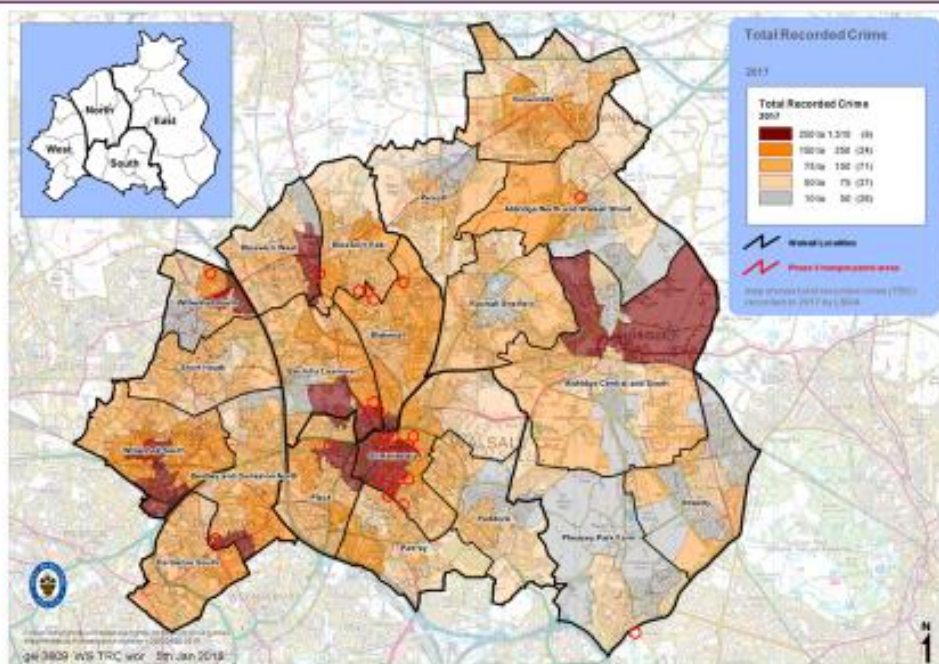
Source: <https://www.walsallintelligence.org.uk/home/demographics/population/>



Crime figures highlight Pleck as an electoral ward with high rates of crime.

⁸ Public Health England (2020) [Local Tobacco Control Profiles](#)

Total recorded crime in 2017



Summary

There is evidence of repeated sales of illicit tobacco products at these premises. This has the potential for harm to the health of customers, to facilitate smoking by children and to bring more crime into the area. As a consequence, I would ask that the Committee considers revocation of the premises licence.

Dr Paulette Myers
Consultant in Public Health Medicine