

LICENSING COMMITTEE (RECONVENED MEETING)

Wednesday, 9 November 2016 at 6.30 p.m.

Council Chamber, 1st Floor, Town Hall, 5 Clove Crescent, London
E14 2BG.

The meeting is open to the public to attend.

Chair:	Councillor Rajib Ahmed	Lansbury;
Vice-Chair:	Councillor Peter Golds	Island Gardens;
Councillor Khaled Uddin Ahmed	Bromley North;	
Councillor Amina Ali	Bow East;	
Councillor Sirajul Islam	Bethnal Green;	
Councillor Mahbub Alam	St Dunstan's;	
Councillor Shah Alam	Mile End;	
Councillor Dave Chesterton	Blackwall & Cubitt Town;	
Councillor Suluk Ahmed	Spitalfields & Banglatown;	
Councillor Denise Jones	St Katharine's & Wapping;	
Councillor Harun Miah	Shadwell;	
Councillor Md. Maium Miah	Canary Wharf;	
Councillor Joshua Peck	Bow West;	
Councillor Candida Ronald	Blackwall & Cubitt Town;	
Councillor Vacancy		

[The quorum for this body is 3 Members]

Contact for further enquiries:

Antoinette Duhaney, Democratic Services,
1st Floor, Town Hall, Mulberry Place, 5 Clove Crescent, E14 2BG
Tel: 020 7364 4120
E-mail: antoinette.duhaney@towerhamlets.gov.uk
Web: <http://www.towerhamlets.gov.uk/committee>

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Public Information

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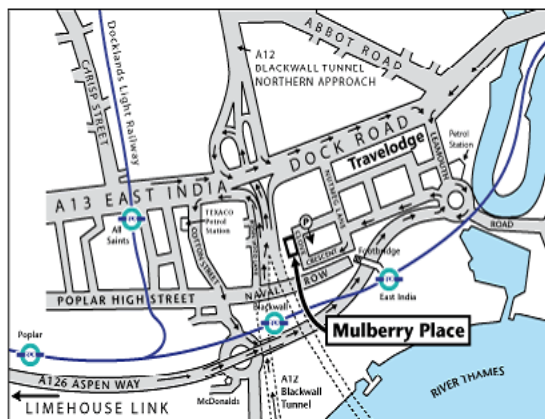
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QR code for smart phone users

APOLOGIES FOR ABSENCE

1. DECLARATIONS OF DISCLOSABLE PECUNIARY INTEREST (Pages 1 - 4)

To note any declarations of interest made by Members, including those restricting Members from voting on the questions detailed in Section 106 of the Local Government Finance Act, 1992. See attached note from the Monitoring Officer.

	PAGE NUMBER	WARD(S) AFFECTED
2. RULES OF PROCEDURE - LICENCES FOR SEXUAL ENTERTAINMENT VENUES		

5 - 8

To note the rules of procedure relating to determinations of licenses for sexual entertainment venues.

3. ITEMS FOR CONSIDERATION

3.1 Local Government (Miscellaneous Provisions) Act 1982 (as amended) Application for renewal of a Sexual Entertainment Venue Licence for Club Enviee (Flamingos), 30 Alie Street, E1 8DA	9 - 80	Whitechapel
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This hearing was originally scheduled for 7th September 2016 but was postponed until 6th October 2016. The earlier submissions from 7th September have not been recirculated as part of this agenda. They can be viewed at <http://democracy.towerhamlets.gov.uk/mgCommitteeDetails.aspx?ID=324>

The hearing commenced on 6th October but was adjourned at the request of the Licensing Committee to allow further information to be obtained. The new information is attached at the back of this agenda pack.

Subsequent to the adjournment, new information has also come to light which is presented in the attached officer report for the Licensing Committee's consideration.

If you would like a hard copy of any associated papers, please contact the officer named on the front of this agenda pack.

Next Meeting of the Licensing Committee

Tuesday, 15 November 2016 at 6.30 p.m. to be held in Council Chamber, 1st Floor, Town Hall, 5 Clove Crescent, London E14 2BG.

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Agenda Item 1

DECLARATIONS OF INTERESTS - NOTE FROM THE MONITORING OFFICER

This note is for guidance only. For further details please consult the Members' Code of Conduct at Part 5.1 of the Council's Constitution.

Please note that the question of whether a Member has an interest in any matter, and whether or not that interest is a Disclosable Pecuniary Interest, is for that Member to decide. Advice is available from officers as listed below but they cannot make the decision for the Member. If in doubt as to the nature of an interest it is advisable to seek advice **prior** to attending a meeting.

Interests and Disclosable Pecuniary Interests (DPIs)

You have an interest in any business of the authority where that business relates to or is likely to affect any of the persons, bodies or matters listed in section 4.1 (a) of the Code of Conduct; and might reasonably be regarded as affecting the well-being or financial position of yourself, a member of your family or a person with whom you have a close association, to a greater extent than the majority of other council tax payers, ratepayers or inhabitants of the ward affected.

You must notify the Monitoring Officer in writing of any such interest, for inclusion in the Register of Members' Interests which is available for public inspection and on the Council's Website.

Once you have recorded an interest in the Register, you are not then required to declare that interest at each meeting where the business is discussed, unless the interest is a Disclosable Pecuniary Interest (DPI).

A DPI is defined in Regulations as a pecuniary interest of any of the descriptions listed at **Appendix A** overleaf. Please note that a Member's DPIs include his/her own relevant interests and also those of his/her spouse or civil partner; or a person with whom the Member is living as husband and wife; or a person with whom the Member is living as if they were civil partners; if the Member is aware that that other person has the interest.

Effect of a Disclosable Pecuniary Interest on participation at meetings

Where you have a DPI in any business of the Council you must, unless you have obtained a dispensation from the authority's Monitoring Officer following consideration by the Dispensations Sub-Committee of the Standards Advisory Committee:-

- not seek to improperly influence a decision about that business; and
- not exercise executive functions in relation to that business.

If you are present at a meeting where that business is discussed, you must:-

- Disclose to the meeting the existence and nature of the interest at the start of the meeting or when the interest becomes apparent, if later; and
- Leave the room (including any public viewing area) for the duration of consideration and decision on the item and not seek to influence the debate or decision

When declaring a DPI, Members should specify the nature of the interest and the agenda item to which the interest relates. This procedure is designed to assist the public's understanding of the meeting and to enable a full record to be made in the minutes of the meeting.

Where you have a DPI in any business of the authority which is not included in the Member's register of interests and you attend a meeting of the authority at which the business is considered, in addition to disclosing the interest to that meeting, you must also within 28 days notify the Monitoring Officer of the interest for inclusion in the Register.

Further advice

For further advice please contact:-

Melanie Clay, Corporate Director of Law, Probity & Governance & Monitoring Officer,
Telephone Number: 020 7364 4800

APPENDIX A: Definition of a Disclosable Pecuniary Interest

(Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012, Reg 2 and Schedule)

Subject	Prescribed description
Employment, office, trade, profession or vacation	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 the Member in carrying out duties as a member, or towards the election expenses of the Member.</p> <p>This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (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 the Member's knowledge)—</p> <p>(a) the landlord is the relevant authority; and</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 the 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 of 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>

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TOWER HAMLETS



LICENSING COMMITTEE

RULES OF PROCEDURE

GOVERNING APPLICATIONS FOR

SEX ESTABLISHMENT LICENCES

UNDER SECTION 2 OF AND SCHEDULE 3 TO

THE LOCAL GOVERNMENT (MISCELLANEOUS

PROVISIONS) ACT 1982

1. Interpretation

- 1.1 These Procedures describe the way in which hearings will be conducted under section 2 of and schedule 3 to the Local Government (Miscellaneous Provisions) Act 1982 as amended.

2. Composition of the Licensing Committee

- 2.1 The Licensing Committee will consist of fifteen (15) members and no business shall be transacted unless at least three (3) members of the Licensing Committee are present and able to form a properly constituted Licensing Committee. The Chair shall have a second or casting vote.

3. Procedure

- 3.1 The hearing shall take place in public save that the Licensing Committee may exclude the public from all or part of a hearing where it considers that, on balance, it is in the public interest to do so. The parties and any person representing them may be excluded in the same way as another member of the public. Any person so excluded may, before the end of the hearing, submit to the Licensing Committee in writing, any information which, they would have been entitled to give orally had they not been required to leave. Where there are a number of items on the agenda, the adjournment of that item for a short period, whilst another item is heard, may allow this process to be carried out effectively.
- 3.2 The Chair will begin by asking the parties to identify themselves and confirm whether or not they are represented.
- 3.3 The Licensing Committee should always satisfy itself that sufficient notice of the hearing has been given to all parties and if not satisfied, then the Licensing Committee should take such steps as it thinks fit to deal with that issue before reaching its determination and this could include adjourning that application to a later date.
- 3.4 The Chair will explain how the proceedings will be conducted, and indicate any time limits that will be imposed on the parties. In setting time limits, the Licensing Committee will take into account the importance of ensuring that all parties receive a fair hearing, and the importance of ensuring that all applications are determined expeditiously and without undue delay. Further the Licensing Committee should allow each party an equal amount of time.
- 3.6 If a party considers that any time limit is not sufficient then they should address the Licensing Committee and which will determine accordingly.
- 3.7 If any party has informed the Authority that they will not be attending or be represented at the hearing or any party does not give notice that they will not be attending but fails to attend and is not represented, the Licensing Committee may proceed in their absence or adjourn the hearing.

- 3.8 If the Licensing Committee adjourns the hearing it should specify the date, time and place to which the hearing has been adjourned.
- 3.9 If the Licensing Committee holds the hearing in the absence of a party, it will consider at the hearing the application or objection given by that party.
- 3.10 The Chair will invite an Officer of the Licensing Section to present the report by briefly summarising the application and the number and type of the representations as set out in the papers circulated. The Officer will also advise of any discussions held with the parties; any amendments made to the application; any objections withdrawn; and any agreed conditions that the Licensing Committee is being asked to consider. The Officer shall not give any opinion on the application or ask the Committee to make an inference based on such an opinion.
- 3.11 Members of the Licensing Committee can then ask questions of clarification of the Licensing Officer or seek legal advice from the Legal Adviser to the Licensing Committee if they require in respect of matters raised during the presentation by the Licensing Officer.
- 3.12 The Legal Adviser to the Licensing Committee will then give any relevant legal advice that the Licensing Committee need to take into consideration.
- 3.13 The Chair will then ask the applicant or their representative, if present, to state their case. This should avoid repetition of material already available to the Licensing Committee in the Officer's report or otherwise, and include any reasons why an exception should be made to the Sex Establishment Licensing Policy, where appropriate; address, where appropriate, the matters stated in the Sex Establishment Licensing Policy that the Licensing Committee will take into account when considering applications; and respond to the written objections received. The submission may be followed by the evidence of any person who is giving supporting evidence on behalf of the applicant or who has made a representation in favour of the application.
- 3.14 The application is to be presented within any time limit that has been set.
- 3.15 Where an applicant is unrepresented and having difficulty in presenting their application then the Legal Adviser to the Licensing Committee may ask questions of the applicant so that the relevant points are addressed and clarified for the Licensing Committee.
- 3.16 The objectors (or their representative) will be invited to question the applicant.
- 3.16 Members of the Licensing Committee may ask questions of the applicant and/ or their representative as well as any other person who has spoken in support of the application. Members can also ask questions of any other person present for the applicant who they consider can assist.
- 3.17 The Legal Adviser to the Licensing Committee may ask questions for the purpose of clarifying points for the Licensing Committee.

- 3.18 The Chair will then ask objectors against the application to state their case within any time limit that has been set. The objectors should not repeat what is already set out in their objections. In stating their case, the objectors should provide clarification on any points previously requested by the Council. The submission may be followed by the evidence of any person who is giving supporting evidence.
- 3.19 The applicant (or their representative) will be invited to question the objectors.
- 3.19 Members of the Licensing Committee may then ask questions of the objectors and any other person who has spoken given evidence in support. Members can also ask questions of any other person present who they consider can assist.
- 3.20 The Legal Adviser to the Licensing Committee may ask questions for the purpose of clarifying points for the Licensing Committee.
- 3.21 Petitions will be considered but Members should proceed with caution when relying upon petitions used as evidence due to the structure and wording used.
- 3.22 The Chair will intervene at any stage of the hearing to prevent repetitious or irrelevant points being raised.
- 3.23 The objectors (or their representative) will then be permitted to “Sum Up”.
- 3.24 The applicant (or their representative) will then be permitted to “Sum Up”.
- 3.25 The Licensing Committee will consider its decision in private save that the Legal Adviser and Democratic Services Officer will remain with them.
- 3.26 The Licensing Committee will normally return to open session to announce its decision but where they consider it appropriate for the determination to be given at a later time then the Chair will advise the parties present that the decision will not be announced then but that the determination will take place later and that written notification will be dispatched to all parties advising them of the determination.

4. Exclusions

- 4.1 In addition to any exclusion under paragraph 3.1 above, The Licensing Committee may require any person attending the hearing who in their opinion is behaving in a disruptive manner to leave the hearing and may refuse to permit the person to return; or allow them to return only on such conditions as Licensing Committee may specify.
- 4.2 Any person so excluded 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.

Agenda Item 3.1

Committee :	Date	Classification
Licensing Committee	9th November 2016	Unrestricted

Report of : David Tolley Head of Consumer and Business Relations	Title: Local Government (Miscellaneous Provisions) Act 1982 (as amended) Application for a renewal of a Sexual Entertainment Venue Licence for Flamingos/Club Enviee – 30 Alie Street, London, E1 8DA
Originating Officer: Andrew Heron Licensing Officer	Ward affected: Whitechapel

1.0 Summary

Applicant: **City Traders London Limited**
Name and **Club Enviee (now Flamingos, formally Charlie's Angels)**

Address of Premises: **30 Alie Street**
London
E1 8DA

Licence sought: **Local Government (Miscellaneous Provisions) Act 1982 (as amended)**
Application for a renewal of a Sexual Entertainment Venue Licence

2.0 Recommendations

- 2.1 That the Licensing Committee considers the application and additional information then adjudicate accordingly.

LOCAL GOVERNMENT 2000 (Section 97)
LIST OF "BACKGROUND PAPERS" USED IN THE DRAFTING OF THIS REPORT

Brief description of "background paper"

Tick if copy supplied for register

If not supplied, name and telephone number of holder

File Only

Andrew Heron
020 7364 2665

3.0 Background

- 3.1 This report is an addendum to a previous report made by for a renewal of a Sexual Entertainment Venue licence under Schedule 3 of the Local Government (Miscellaneous Provisions) Act 1982 (as amended by reg. 47 (4), Provisions of Services Regulations 2009 'the service regulations') and the Policing and Crime Act 2009 for Flamingos (formally Club Enviee, formally Charlie's Angels) – 30 Alie Street, London, E1 8DA.
- 3.2 A licence from the Council is required for the use of a premise as a sex Establishment. A sexual entertainment venue is any premises at which relevant entertainment is provided before a live audience for the financial gain of the organiser or the entertainer.

Relevant entertainment means:

- any live performance; or
- any live display of nudity;
which is of such a nature that, ignoring financial gain, it must reasonably be assumed to be provided solely or principally for the purpose of sexually stimulating any member of the audience (whether by verbal or other means).

- 3.3 The premises is currently granted a Sexual Entertainment Venue Licence under the Local Government (Miscellaneous Provisions) Act 1982 (as amended).
- 3.4 The application was first heard by the Tower Hamlets Licensing Sub Committee on 6th October 2016.
- 3.5 Members have previously been provided with comprehensive documents relating to the renewal application, including:
1. Copies of existing licences, both Sexual Entertainment and Licensing Act and the LBTH Standard Conditions list
 2. A copy of the application for renewal
 3. Maps of the premises, vicinity and locality and layout plan of the premises
 4. A compliance visit checklist
 5. Photographs of the premises
 6. Code of Conduct for Performers, Code of Conduct for Customers (House Rules) and the Dancers' Welfare Policy
 7. The relevant Ward Profile
 8. A copy of the site notice
 9. A copy of the press advert
 10. Any relevant representations
 11. A Copy of the LBTH SEV Policy
- 3.6 Additional information has come to light regarding the premises which Members may wish to consider whilst making their decision on the renewal application.

4.0 **Covert Test Purchase**

4.1 On Thursday 6th October A covert test purchase took place at Flamingos, 30 Alie Street, London, E1 8DA by the Metropolitan Police. Copies of the statements of the undercover Officers are attached as **Appendix 1 – Exempt Material**

4.2 **Exempt Material – see report addendum**

5.0 **CCTV**

5.1 The premises was written to in order to request that their CCTV was retained in line with the LBTH Standard Conditions. The first letter was sent on 17th October 2016. This was hand-delivered to the premises and sent via email to the Applicant's legal representative. A second on 18th October 2016 via email to the Applicant's legal representative. A third letter was sent on 20th October 2016 and hand-delivered to the premises and sent via email to the Applicant's legal representative. Copies of all three letters are available in **Appendix 2**.

5.2 Copies of correspondence between the Licensing Authority and the Legal representative are available in **Appendix 3**.

5.3 The premises provided CCTV for the period of 29th and 30th September, and 6th and 7th October 2016 on 21st October 2016. Having viewed these recordings, they corroborate with the statement of the test purchasers.

6.0 **Legal Comments**

6.1 The Council may refuse an application for the grant or renewal of a licence on one or more of the grounds specified below (Sch 3 para 12(1) LGMPA ('the Act'), as amended by reg 47 (4), Provision of Services Regulations 2009):

6.2 The mandatory grounds for refusal are as follows:

- (a) the applicant is under the age of 18;
- (b) that the applicant is for the time being disqualified from holding a licence;
- (c) that the person is a person other than a body corporate, who is not resident in the U.K. or was not resident in the U.K. throughout the six months preceding the date of the application;
- (d) that the applicant is a body corporate which is not incorporated in the U.K; or
- (e) that the applicant has been refused a sex establishment licence for the premises within the twelve months preceding the date of the application and the refusal has not been reversed on appeal.

- 6.3 The Committee has discretion to refuse the application if any of the following grounds for refusal apply under para. 12(3) of Schedule 3 of the Act.

The discretionary grounds for refusal are as follows:

- (a) the applicant is unsuitable to hold a licence by reason of having been convicted of an offence or for any other reason;
- (b) that if the licence were to be granted, renewed or transferred, the business to which it relates would be managed by or carried on for the benefit of a person other than the applicant who would have been refused a licence if they had applied themselves;
- (c) the number of sex establishments exceeds the number or is equal to the number which the council consider is appropriate for that locality; or
- (d) the grant or renewal of licence would be inappropriate because of:
 - i. the character of the relevant locality;
 - ii. the use to which the premises in the vicinity are put; or
 - iii. the layout, character or condition of the premises, vehicle, vessel or stall.

(In relation to premises, 'the relevant locality' means the locality where the premises are situated).

- 6.4 There is a right of appeal to the Magistrates' Court, as set out in para. 27 of Schedule 3 of the Act. An appeal against the decision of a Magistrates' Court may be brought to the Crown Court. In addition, the decision of the Committee may be appealed on established public law principles.

- 6.5 The Committee should only consider those comments within the letters of objection or made orally at the hearing which are relevant to the mandatory or discretionary grounds for refusal. Comments contained within the letters of objection or orally at the hearing which relate to moral grounds, for example, must not be considered by the Committee.

- 6.6 The Council's legal officer will give advice at the Hearing.

7.0 Finance Comments

- 7.1 There are no financial implications arising from this report. The cost arising from the licensing of Sexual Entertainment Venues is met from existing budgets

8.0 Appendices

- Appendix 1** Copies of statements of undercover Metropolitan Police Officers – **Exempt material**
- Appendix 2** CCTV Request Letters dated 17th, 18th and 20th October 2016
- Appendix 3** Copies of correspondence between the Licensing Authority and the Applicant's legal representative

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Report Addendum and Appendix 1

The Report Addendum and Appendix 1 are exempt material - pursuant to paragraph 1 (information relating to any individual) paragraph 2 (information likely to reveal the identity of an individual) and paragraph 7 (information relating to any action taken or to be taken in connection with investigation or prosecution of crime) of Part 1 of Schedule 12A to the Local Government Act 1972.

This material is subject to a public interest test.

The factors in favour of disclosure are that there is a clear public interest in disclosure to promote transparency and accountability of public authorities, greater public awareness and understanding of the issues, and more effective public participation in decision making.

The factors to be weighed against such disclosure is the need to ensure that the public interest in law enforcement and the prosecution of offenders, and that the local area is adequately protected from illegal practices, is maintained. Such public interests are safeguarded by the role the Council plays on behalf of the public in bringing cases to court.

The public interest in withholding the material outweighs the public interest in disclosing it in order to preserve the anonymity of individuals and so as not to prejudice any investigation or prosecution of a crime.

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Appendix 2

Communities, Localities & Culture
Safer Communities

Flamingos
30 Alie Street
London
E1 8DA

Environmental Health and Trading Standards
David Tolley

Licensing Section
Admin Support Services
John Onslow House
1 Ewart Place
London E3 5EQ

17th October 2016

My reference: TSS/LIC/SEV
Your reference:

Tel [REDACTED]
Fax **020 7364 0863**
Enquiries to **Andrew Heron**
Email [REDACTED]

www.towerhamlets.gov.uk

Dear Mr Santosh Nair and Mr Ajay Mohan Kirpal,

**Local Governmental (Miscellaneous Provisions) Act 1982 as amended
by the Policing and Crime Act 2009**

As you are aware, Condition 12 of the Tower Hamlets Standards Conditions on your licence state:

Without prejudice to condition 13 below CCTV shall be installed to cover the inside and the outside of the Premises, covering all public areas, including private performance areas and booths, entrances and exits, but excluding the interior of toilets. All cameras must be maintained in working order. All cameras shall continually record whilst the Premises are open to the public and the recorded images shall be kept available for a minimum of 31 days. Recorded images shall be made available to an authorised officer together with facilities for viewing. The recordings for the preceding 2 days shall be made available immediately upon request. Recordings outside this period shall be made available on 24 hours' notice;

Please retain and provide us with copies of all CCTV recordings from **Wednesday 28th September to Monday 10th October 2016**. Please make sure that recordings are viewable by date and time.

Please also provide copies of staff logs for these dates, including security, management and dancers in line with conditions 28 and 29:

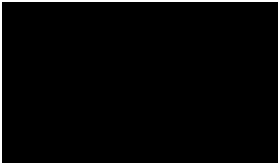
The Licensee shall keep a record of each performer, including their proper name and any aliases, and their residential address. With each record the

Licensee shall keep a copy of a photographic form of identity and proof of address of the performer. With each record the Licensee shall keep a clear copy of an authorised document demonstrating that each Performer and each member of the staff is entitled to work within the UK. A clear copy of this record shall be kept on the Premises at all times and be made immediately available for inspection by authorised officers;

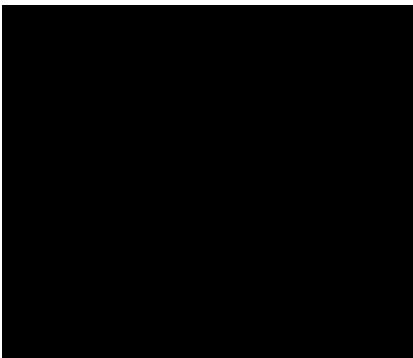
On days when sexual entertainment is provided, the Licensee or their representative shall keep a record of those performers working at the Premises on that day in a daily record. The daily record shall be retained securely for at least 31 days and shall be made immediately available for inspection by authorised officers;

We will be coming to collect these recordings on **Wednesday 19th October 2016**.

Yours sincerely,



**Andrew Heron
Licensing Officer**



Communities, Localities & Culture
Safer Communities

Flamingos
30 Alie Street
London
E1 8DA

Environmental Health and Trading Standards
David Tolley

Licensing Section
Admin Support Services
John Onslow House
1 Ewart Place
London E3 5EQ

18th October 2016

My reference: TSS/LIC/SEV
Your reference:

Tel [REDACTED]
Fax **020 7364 0863**
Enquiries to **Andrew Heron**
Email [REDACTED]

www.towerhamlets.gov.uk

Dear Mr Santosh Nair and Mr Ajay Mohan Kirpal,

**Local Governmental (Miscellaneous Provisions) Act 1982 as amended
by the Policing and Crime Act 2009**

I write further to this Licensing Authority's letter to you dated 17th October 2016, requesting the provision of certain records and CCTV recordings pursuant to conditions 12, 28 and 29 of your Sexual Entertainment Venue Licence under the above legislation.

This Licensing Authority requires you to provide these records/recordings in connection with an investigation relating to breaches of conditions related to your above mentioned Licence.

In respect of our request to retain and provide us with copies of all CCTV recordings from Wednesday 28th September to Monday 10th October 2016 I understand that this maybe be time consuming to produce in by Wednesday 19th October 2016.

Taking this in to consideration we are willing to accept recordings for your busy times (i.e. Thursday and Friday). Therefore please provide recordings for 29th and 30th September, and 6th and 7th October 2016 for us to collect on **Wednesday 19th October 2016**. The remaining recordings for 28th September 2016, 1-5th and 9th/10th October 2016 can be sent to us within **7 days of this letter**.

Yours sincerely,



**Andrew Heron
Licensing Officer**

Communities, Localities & Culture
Safer Communities

Flamingos
30 Alie Street
London
E1 8DA

Environmental Health and Trading Standards
David Tolley

Licensing Section
Admin Support Services
John Onslow House
1 Ewart Place
London E3 5EQ

20th October 2016

My reference: TSS/LIC/SEV
Your reference:

Tel [REDACTED]
Fax **020 7364 0863**
Enquiries to **Andrew Heron**
Email [REDACTED]

www.towerhamlets.gov.uk

Dear Mr Santosh Nair and Mr Ajay Mohan Kirpal,

**Local Governmental (Miscellaneous Provisions) Act 1982 as amended
by the Policing and Crime Act 2009**

I write further to the Licensing Authority's letters to you dated 17th and 18th October 2016, requesting the provision of certain records and CCTV recordings pursuant to conditions 12, 28 and 29 of your Sexual Entertainment Venue Licence under the above legislation.

We have received no response from you; however we have been willing to provide you with additional time to make the recordings available. We will come to the venue at **16:00hrs on Friday 21st October** to collect the recordings for 29th and 30th September, and 6th and 7th October, please make sure that someone is present. You now have until 25th October to provide the remaining recordings previously requested. If the recordings are not forthcoming, this will be considered as noncompliance by the Authority as refusal to comply with the conditions of your SEV licence means that you are committing a criminal offence.

I look forward to prompt confirmation that the requested footage has been securely retained and will be made available in accordance with the timescale requested.

Yours sincerely,



Andrew Heron
Licensing Officer

Appendix 3

Andrew Heron

From: Andrew Heron
Sent: 17 October 2016 11:44
To: 'Maria Guida'
Subject: Flamingos - 30 Alie Street
Attachments: CCTV Retention Letter Flamingos.pdf

Dear Ms Guida,.

Please find attached copy correspondence to your client in relation to their CCTV. The letter will shortly be hand delivered to the premises.

Regards,

Andrew Heron
Licensing Officer

Licensing Section
London Borough of Tower Hamlets

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Andrew Heron

From: Andrew Heron
Sent: 18 October 2016 15:49
To: 'Maria Guida'
Cc: Guy Ladenburg ([REDACTED])
Subject: RE: Flamingos - 30 Alie Street
Attachments: CCTV Retention Letter Flamingos.pdf; CCTV Retention Letter Flamingos2.pdf

Importance: High

Dear Ms Guida,

Please see the attached follow up letter.

Please acknowledge receipt of this letter and confirm that recordings will be available for collection tomorrow.

Regards,

Andrew Heron
Licensing Officer

Licensing Section
London Borough of Tower Hamlets

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: Andrew Heron
Sent: 17 October 2016 11:44
To: 'Maria Guida'
Subject: Flamingos - 30 Alie Street

Dear Ms Guida,.

Please find attached copy correspondence to your client in relation to their CCTV. The letter will shortly be hand delivered to the premises.

Regards,

Andrew Heron
Licensing Officer

Licensing Section
London Borough of Tower Hamlets

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Andrew Heron

From: Maria Guida [REDACTED]
Sent: 18 October 2016 16:06
To: Andrew Heron
Cc: Guy Ladenburg [REDACTED]
Subject: RE: Flamingos - 30 Alie Street

Follow Up Flag: Follow up
Flag Status: Completed

Dear Andrew

I acknowledge receipt of your email/letters, and will pass this onto my clients. I will ask them to confirm to you direct as to whether recordings will be available tomorrow.

Kind regards

Maria Guida | Partner



Fletcher Day | 56 Conduit Street | Mayfair | London | W1S 2YZ
DX: 37227 Piccadilly
[REDACTED]

Fletcher Day is the trading name for Fletcher Day Limited. Registered in England & Wales number 08367719. Authorised and regulated by the Solicitors Regulation Authority under number 614192.

This e-mail and its attachments are intended for the above named only and may be confidential. If they have come to you in error you must take no action based on them, nor must you copy or show them to anyone. Please reply to this e-mail and highlight the error.



Cybercrime and fraud

Please be aware of the increase in cybercrime and fraud. Fletcher Day Limited will not change its bank account details without prior notification. If you receive an email stating a change in bank account details purporting to be from Fletcher Day Limited do not send the funds to the account and contact us immediately. Fletcher Day Limited will not accept liability for any money sent to the wrong account.

Andrew Heron

From: Andrew Heron
Sent: 20 October 2016 14:11
To: 'Maria Guida'
Cc: 'Guy Ladenburg' [REDACTED]
Subject: RE: Flamingos - 30 Alie Street
Attachments: CCTV Retention Letter Flamingos3.pdf

Dear Ms Guida,

Further to previous correspondence, please find attached a third letter which was hand-delivered to the venue earlier today.

Regards,

Andrew Heron
Licensing Officer

Licensing Section
London Borough of Tower Hamlets

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: Andrew Heron
Sent: 18 October 2016 15:49
To: 'Maria Guida'
Cc: Guy Ladenburg ([REDACTED])
Subject: RE: Flamingos - 30 Alie Street
Importance: High

Dear Ms Guida,

Please see the attached follow up letter.

Please acknowledge receipt of this letter and confirm that recordings will be available for collection tomorrow.

Regards,

Andrew Heron
Licensing Officer

Licensing Section
London Borough of Tower Hamlets

[REDACTED]
[REDACTED]

[Redacted]

From: Andrew Heron
Sent: 17 October 2016 11:44
To: 'Maria Guida'
Subject: Flamingos - 30 Alie Street

Dear Ms Guida,.

Please find attached copy correspondence to your client in relation to their CCTV. The letter will shortly be hand delivered to the premises.

Regards,

Andrew Heron
Licensing Officer

Licensing Section
London Borough of Tower Hamlets

[Redacted]

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Additional Submissions

Provided By

The Applicant

At The Request Of The

Licensing Committee

Following The

Adjournment On

6th October 2016

Kaushik Amritlal Mody and Dinesh Amritlal Mody

[Redacted]

[Redacted]

30th June 2016

Dear Sir

30 Alle Street, London E1 ("the Premises")

In consideration of your today completing a Management Agreement of the Premises ("the Agreement"):

We confirm that we have agreed to defer payment of the Deposit of [Redacted] referred to in clause 8 of the Agreement until 1st September 2016. Should the said Deposit not be paid on 1st September 2016, you will forthwith pay to us the sum of [Redacted] as compensation representing the two weeks management fee free period provided for the period 16th June 2016 to 30th June 2016.

The provisions of this letter are personal to you and will be binding on your successors in title.

Except insofar as they are inconsistent with the terms of this letter, words and expressions defined in the Agreement shall have the same meaning when used in this letter.

The terms of this letter are confidential and you cannot disclose them or this letter to any third party (i) except with our prior written consent or (ii) save to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction or (iii) except to those of your employees, agents and professional advisers as need to know. Subject thereto, in the event that they are disclosed to a third party then the terms of this letter will no longer apply.

Yours faithfully

[Redacted]

[Redacted]

.....
Kaushik Amritlal Mody and Dinesh Amritlal Mody

I Santosh Nair acknowledge safe receipt of a letter of which this is a copy and agree to its terms

[Redacted]
.....
Santosh Nair

Dated: 30/6/16 2016

DATED 30th JUNE 2016

MANAGEMENT AGREEMENT

Kaushik Amritlal Mody and Dinesh Amritlal Mody

To

Santosh Nair

Re: 30 Alle Street, London E1

THIS AGREEMENT is made the

BETWEEN:

- (1) KAUSHIK AMRITLAL MODY and DINESH AMRITLAL MODY of [REDACTED]
[REDACTED]
- (2) SANTOSH NAIR of [REDACTED] ("the Manager")

1. Definitions

The following term shall have the following meaning:-

- 1.1 'Premises' means 30 Alie Street London E1 all such Premises being more particularly described in Part 1 of the Schedules of the Lease
- 1.2 'the Lease' means a Lease dated 18th May 2011 of 30 Alie Street and 6a North Tenter Street, London E1 8DL made between Lily Myers Limited and Mody ("the Superior Landlord") for a term of 22 years (less seven days) commencing on 1st June 2011
- 1.3 "the Effective Date" means 1st July 2016

2. The Manager's Obligations

- 2.1 From the Effective Date, the Manager shall operate the business of a gentleman's entertainment club for the benefit of the customers at the Premises
- 2.2 The Manager shall supply and serve refreshments alcoholic and non-alcoholic for consumption on the Premises to all customers during licensed hours daily when the business is carried on at the Premises every day or at such hours as Mody shall determine at their reasonable discretion
- 2.3 In consideration of the facilities provided by Mody, hereunder including the use of any equipment as supplied by Mody, from the Effective Date the Manager will pay to Mody a management fee representing the sum of [REDACTED] per annum from the Effective Date (subject to review as herein set out) and all management payments to be made on a monthly basis in advance on the first day of each month

All income generated by the operation of the business will for the avoidance of doubt belong to the Manager save the management fee aforesaid and after monies due by the Manager to Mody hereunder having been paid first

- 2.4 The management fee review date will be 1st June 2019. The management fee on review will be agreed by the parties but failing agreement within one month from the date of review, will be determined on the application by either party in accordance with the rent review mechanism set out in the Lease taking into account the assumptions and disregards in that deed and substituting the management fee for the rent, Mody for the Landlord, the Manager for the Tenant, the Premises for the Demised Premises and any other changes reasonably necessary to render the mechanism appropriate to the Premises. For the avoidance of doubt, the management fee on review will be on an upwards only basis, will have an uplift of not less than 10%, and will under no circumstances be less than 10% more than the revised rent paid by Mody under the Lease.

- 2.5 In addition the Manager shall:-

- 2.5.1 provide and pay for all food beverages refreshments and ingredients used for or in the preparation of meals for service in the Premises
- 2.5.2 pay or reimburse Mody for all rents gas electricity water rates telephone calls and other outgoings used for or in the Premises (including buildings insurance and business rates paid for or incurred by Mody)

- 2.5.3 employ adequate staff and security for the purpose of the business carried on in the Premises
- 2.5.4 at their own cost provide and replace as necessary all catering and kitchen equipment utensils and implements and all glass crockery cutlery and linen required for use in the Premises that are damaged and require replacement or that are broken and maintain in good order the fixtures fittings Equipment and furniture at the Premises
- 2.5.5 at all times maintain high standard of hygiene and general cleanliness in the preparation use handling and service of food beverages utensils and tableware and ensure compliance with all statutory requirements affecting the same or the services to be provided under this Agreement and keep the Premises in a tidy and orderly state
- 2.5.6 on the termination of this Agreement yield up to Mody the Premises and Mody's equipment in a neat and tidy condition and in the state of repair as required by the terms of this Agreement
- 2.5.7 no material alterations are made to the Premises without the prior consent of Mody
- 2.6 The Manager shall indemnify Mody against all outgoings in respect of the Premises and will pay and indemnify Mody against:-
- 2.6.1 all staff wages
- 2.6.2 the cost of all food and beverages
- 2.6.3 National Health Insurance for staff
- 2.6.4 public liability insurance
- 2.7 The Manager agrees:-
- 2.7.1 at all times to keep the Premises in the same state of repair and condition as required under the Lease to include all fixtures and fittings and equipment and all improvements thereto and the water and sanitary apparatus and all gas and electricity pipes mains and cables and all the electrical wiring therein and all other fixtures and fittings (including decorations and plastering and the ceiling tiles or other furnishings of the floors)
- 2.7.2 to permit Mody or its agents at any time to enter the Premises during reasonable hours upon reasonable prior notice (unless in the case of emergency) and to take schedules or inventories of the fixtures and things
- 2.7.3 not to use or authorize or suffer to be used the Premises otherwise than as a gentleman's entertainment club
- 2.7.4 to give notice forthwith to Mody of any notice or order or proposal for a notice or order served on the Manager under any statute regulation or bye law and if so required by Mody to produce the same and make or join in making such representations in respect thereof as Mody may reasonably require
- 2.7.5 that no act or thing shall be done in the Premises or any part thereof which shall or may be or become an actionable nuisance damage or annoyance or inconvenience to Mody or the occupiers of any adjoining premises and that in particular the Manager shall not allow any flood from the Premises or from the pipes or the drains serving the Premises to affect any adjoining premises and to pay all costs and damages that may result from the breach of this clause

- 2.7.6 to pay all outgoings whatsoever in connection with the day to day operation of the Premises and to be responsible for payment of all services and to indemnify Mody in respect of all or any other matters referred to herein save in relation to expenditure for which Mody has agreed to accept responsibility
- 2.7.7 to properly insure all the equipment furnishings and fixtures and fittings and any other equipment furniture fittings in the Premises or to be supplied to the Premises in their full replacement value against fire theft and other usual perils and when reasonably requested to produce the policy and current premium receipt to Mody
- 2.7.8 not to enter into any contracts relating to the Premises or any equipment fixtures or fittings of the business which will subsist after the expiry of this Agreement and shall result in obligation to Mody save with Mody's consent (which shall not be unreasonably withheld or delayed)
- 2.7.9 not to operate the Premises in such a way as would injure the goodwill and reputation of the Premises
- 2.7.10 not to jeopardise the Premises Licence and to arrange appropriate indemnity insurance to protect the Premises Licence
- 2.7.11 not do or omit, suffer or permit at or in relation to the Lease anything that would or might cause Mody to be in breach of or which if done, omitted, suffered or permitted by the Manager would or might constitute a breach of Mody's covenants contained in the Lease

2.8 Premises Licence

In this Agreement "Premises Licence" means the licence required under the Licensing Act 2003 relating to the trade carried on in the Premises including the sale of alcoholic liquor public entertainment music or dancing or the use of amusement machines whether or not such licence is in force at the date of this Lease

- 2.8.1 To ensure that the Premises and all business carried on in the Premises is or are conducted or managed in a lawful and orderly manner so that the Premises Licence is not liable to be forfeited or the variation or transfer thereof refused or imperilled or whereby the business or goodwill thereof may be prejudicially affected and that all amusement machines are obtained and operated in a lawful manner from those duly authorised by law to supply the same and to comply at all times with all applicable laws and regulations relating to the conduct of licensed premises and to obtain and maintain the Premises Licence
- 2.8.2 To observe and perform any existing undertakings by the Manager given by the Manager to or regulations made by the Licensing Authority or other relevant authority for the purposes of the Premises Licence or any conditions imposed thereon
- 2.8.3 The Manager or his nominee being liable to conviction of any offence whether relating to the Premises or the business of a licensed victualler carried on therein or otherwise and which may in the reasonable opinion of Mody affect the Premises Licence
- 2.8.4 To give immediate notice by registered or recorded delivery post to Mody of any complaint or warning from the Licensing Authority Police Customs & Excise or any Local or other Authority in respect of the Premises or the conduct of the business carried on therein or any notice of intention to oppose the variation or transfer of the Premises Licence or any of them or of any employee of the Manager or other person having been arrested or charged in connection with or convicted of any offence committed on the Premises

- 2.8.5 To apply for and use every reasonable endeavour to obtain any variation of the Premises Licences necessary in respect of the Premises or necessary for the conduct of the business thereon from time to time
- 2.8.6 To consent to any transfer required by Mody and provide to Mody on request the Premises Licence.
- 2.8.7 To make and consent to any appeal that Mody may reasonably require in the event of the refusal of any Authority to grant renew vary or transfer the Premises Licence or any other applicable licence or against any order made in respect of the Premises
- 2.8.8 Not to do or permit anything to be done on the Premises or elsewhere that may result in an Order for Closure under Part 8 of the Licensing Act 2003
- 2.8.9 Not to do or permit anything to be done on the Premises or elsewhere that would be classed as an unauthorised licensable activity under Part 7 of the Licensing Act 2003

2.9 Costs

To pay Mody on demand all costs fees charges disbursements and expenses incurred by Mody (including without limitation any such payable to counsel solicitors surveyors bailiffs and any other professional fees and any such incurred by any superior landlord or mortgagee of the Premises which are payable by Mody) in relation or incidental to:

- (a) every application made by the Manager for a consent or licence required by the provisions of the Agreement or the Lease whether such consent or licence is granted or refused or proffered subject to any qualification or condition or the application is withdrawn
- (b) the recovery or attempted recovery of arrears of any monies or other sums due from the Manager
- (c) the enforcement of any covenant or obligation of the Manager under this Agreement
- (d) abating a nuisance which the Manager fails to abate
- (e) The fees and disbursements of Mody's solicitors and all other costs and expenses incurred by Mody in relation to the negotiation execution and grant of this Agreement and any renewal of this Agreement

3 Term and Termination

This Agreement shall subsist for a period of 5 years from the Effective Date subject to determination as provided herein ('the Term')

4 Termination for breach

The following obligations are conditions of this Agreement and any breach of them shall be deemed a fundamental breach which shall allow Mody to determine this Agreement immediately and the rights and liabilities of the parties shall then be determined in accordance with clause 5

- 4.1 Failure on the part of the Manager to make punctual payment of all sums due to Mody under the terms of this Agreement within 7 days of the due payment date whether formally demanded or not
- 4.2 Failure on the part of the Manager to observe any obligation under this Agreement or the Lease
- 4.3 If the Lessor under the Lease serves a default notice upon Mody or lodges any complaint as regards the management of the Premises by the Manager

5 Termination consequences

In the event of this Agreement being determined whether by effluxion of time Notice of breach or otherwise:-

- 5.1 The Manager shall immediately pay to Mody all arrears of payments and any other sums due under the terms of this Agreement
- 5.2 Either party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the determination of this Agreement shall not affect or prejudice such rights and remedies and each party shall be and remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it

6 Miscellaneous

6.1 Interest

All sums due from the Manager to Mody which are not paid within 7 days of the due date shall bear interest from day to day at the annual rate of 4% over the daily base lending rate of HSBC Bank plc.

6.2 Receipt

The receipt of money by either of the parties shall not prevent either of them from questioning the correctness of any statement in respect of such money

6.3 Whole Agreement

Each party acknowledges that this Agreement contains the whole Agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it

6.4 Supersedes prior Agreements

This Agreement supersedes any prior Agreements between the parties whether written or oral and any such prior Agreements are cancelled but without prejudice to any rights which have already accrued to either of the parties

6.5 Notices

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party shown at the head of this Agreement or by facsimile transmission or by electronic mail or by telefax and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission or by electronic mail or by telefax to the correct facsimile number or electronic mail number of the addressee (with correct answerback)

6.6 Headings

Headings to be contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clause to which they relate

6.7 Joint and Several

All agreements on the part of either of the parties which comprise more than one person to the entity shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural and the successor in title to the parties

6.8 Proper Law and Jurisdiction

6.8.1 This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England

6.8.2 Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in London

6.9 Rights cumulative

All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it

6.10 Waiver

The failure by either party to enforce at any time or for any period any one or more the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement

6.11 Status of the Manager

6.11.1 During the Term the Manager shall be an independent contractor and not the servant of Mody

6.11.2 In such capacity the Manager shall bear exclusive responsibility for the payment of national insurance contributions as a self-employed entity and for discharge of any income or corporation tax and VAT liability arising out of remuneration for this work performed by them under this Agreement

6.12 No assignment or sub-contracting

The Manager shall not assign or sub-contract any of its rights or duties under this Agreement

6.13 Mody obligations

Subject to refurbishment by the Manager and performance of his obligations herunder, Mody must pay the rents reserved by the Lease and must perform so far as the Manager is not liable for such performance under the terms of this Agreement the covenants and conditions on the part of the tenant contained in the Lease

6.14 Exclusion clause & no warranty

6.14.1 Mody gives no warranty that any equipment supplied by them or the Premises are legally or physically fit for the purposes specified herein

6.14.2 Mody shall not be liable for the death of or injury to or for damage to any property or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Manager in the exercise or purported exercise of the rights granted by this Agreement.

6.15 Equipment

The title to any equipment supplied will remain vested in Mody and so for the avoidance of doubt, the Equipment remains the property of Mody absolutely

7 Arbitration

All disputes or differences which shall at any time arise between the parties whether during the Term or afterwards touching or concerning this Agreement or its construction or effect of the rights duties or liabilities of the parties under or by virtue of its or otherwise or any other matter in any way connected with or arising out of the subject matter of this Agreement shall be referred to a single arbitrator to be agreed upon by the parties or in default of Agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of it for the time being in force

8 Deposit

The Manager is required to deposit the sum of [REDACTED] with Mody as the security of the due performance of the Manager's obligations contained in this Agreement and authorises Mody to withdraw from the said deposit such sum or sums as may be due and payable by virtue of the Manager's obligations PROVIDED THAT nothing herein contained shall limit the right of Mody to claim payment from the Manager for any balance that may be due and PROVIDED FURTHER THAT the said deposit of any balance that be in hand subject as aforesaid shall be refundable to the Manager at the end of this Agreement.

IN WITNESS whereof these presents have been entered into the day and year first before written

EXECUTED AS A DEED by the said)
KAUSHIK AMRITLAL MODY)
acting in the presence of:-)

[REDACTED]

Witness:

[REDACTED]

Name:

DEAN M CHOUDHURY.

Address:

[REDACTED]

Occupation:

[REDACTED] DIRECTOR.

EXECUTED AS A DEED by the said)
DINESH AMRITLAL MODY)
acting in the presence of:-)

[REDACTED]

Witness:

[REDACTED]

Name:

DEAN M. CHOUDHURY.

Address:

[REDACTED]

Occupation:

DIRECTOR [REDACTED]

[REDACTED]

EXECUTED AS A DEED by the said)
SANTOSH NAIR)
acting in the presence of:-)

[REDACTED]

Witness: [REDACTED]

Name: ASAY KIRPAL

Address: [REDACTED]

Occupation: DIRECTOR

[REDACTED]

Antoinette Duhaney

From: Victoria Fowler
Sent: 24 October 2016 13:20
To: Antoinette Duhaney; Kathy Driver
Subject: FW: Application for renewal of licence for Club Flamingo's
Attachments: (1&6) Sale Agreement dated 21 June 2016 and Liabilities.pdf; 2 Minutes of 01 June 2016.pdf; (2) Minutes of 20 June 2016.pdf; CITY TRADERS 2015 ACCOUNTS-pdf.pdf; CITY TRADERS LONDON LTD (DIRECTORS, LAST 3 YEARS).DOCX; LILY MYERS LIMITED directors and shareholders.DOCX; Santosh NAIR Directorships & appointments.DOCX; AJAY MOHAN KIRPAL DIRECTORSHIPS.DOCX; Club Enviee written submissions.DOCX

From: Maria Guida [mailto: [REDACTED]]
Sent: 20 October 2016 15:46
To: Victoria Fowler
Cc: 'Amber'; Guy Ladenburg [REDACTED] 'Santosh Nair'
Subject: RE: Application for renewal of licence for Club Flamingo's

Dear Victoria
Please find:

1. Sale contract of the business, City Traders London Limited, made between Abdul Malik and Santosh Nair dated 21 June 2016, attached.
2. Copy of 2 sets of minutes taken and presented to the accountant who then dealt with the transfer of the business dated 01 June and 20 June 2016, respectively, attached.
3. Copy of the latest company accounts attached (2015 Company accounts, signed off on 31 August 2016) (2014 accounts are available, if required).
4. A full breakdown for the past three years of who the directors and shareholders have been for City Traders London Limited:
This information, which is available on Companies House and has simply been copied and pasted, is attached.
5. A full breakdown for the past three years of who the directors and shareholders have been for Lily Myers Limited is also, likewise, attached.
6. A full breakdown of the debt liabilities owed by City Traders London Limited at the time Mr Nair took ownership of the company – this is attached as annexed to the sale of business contract (see attachment 1).
7. Name, registered address and premises address of the all the companies which the DPS (Ajay Mohan Kirpal) and the company director (Santosh Nair) have owned or been associated with for the past 15 years: Please see attached lists. At the end of each one we have included limited companies that the parties have worked for under the umbrella of "have been associated with."
8. Written submissions on why the nil policy should not apply in this application should this still be the applicant's position. Please see written submission attached.

Kind regards

Maria Guida | Partner



AGREEMENT TO SELL BUSINESS

This Agreement to Sell the 100% shares of the Business "City Traders London Ltd" is made and effective from 21 June 2016.

BETWEEN: CITY TRADERS LONDON LTD (the "Seller - Abdul Malek holds 100% shareholder"), a corporation organized and existing under the laws of the UK, with its head office located at:

30 Ali Street, Aldgate
London, England, E1 8DA

AND: Santosh Nair (the "Buyer"), an individual with his main address located at

30 Ali Street, Aldgate
London, England, E1 8DA

Whereas the Seller desires to sell 100% shares of the Business "City Traders London Ltd" to Buyer and the Buyer desires to buy the business of the Seller, now being operated at 30 All Street, Aldgate, London, England, E1 8DA and known as City Traders London Ltd and all assets and liabilities thereof as contained in Schedule "A" attached hereto, the parties hereto agree and covenant as follows:

1. The total purchase price of the business including all liabilities is £70,000.00 payable as follows:
 - a) £100 cash is paid in cash as a nominal value upon execution of this Agreement.
 - b) The rest will be paid to creditors directly after completion of sales procedure.
2. The property to be sold hereunder shall be conveyed by a standard form Bill of Sale, duly executed by the Seller.
3. The Seller promises and agrees to convey good, clear, and marketable title to all the property to be sold hereunder, the same to be free and clear of all liens and encumbrances. Full possession of said property will be delivered in the same condition that it is now, reasonable wear and tear expected.
4. Consummation of the sale, with payment by the Buyer of the balance of the down payment and the delivery by the Seller of a Bill of Sale, will take place on or before 21 June 2016.
5. Until the delivery of the Bill of Sale, the Seller shall maintain insurance on said property in the amount that is presently insured.
6. The Buyer agrees to bear all the liabilities as contained in Schedule "A".
7. If the Buyer fails to fulfill his obligations herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages.
8. The Seller promises and agrees not to engage in the same type of business as the one being sold for 2 years from the time of passing.

- 9 The Seller agrees that this Agreement is contingent upon the following conditions:
- a) Buyer obtaining the approval from the proper authorities of the transfer of all necessary licenses to the Buyer.
 - b) The premises shall be in the same condition, reasonable wear and tear expected, on the date of passing as they are currently in.
10. All of the terms, representations and warranties shall survive the closing. This Agreement shall bind and inure to the benefit of the Seller and Buyer and their respective heirs, executors, administrators, successors and assigns.
11. If this Agreement shall contain any term or provision which shall be invalid or against public policy or if the application of same is invalid or against public policy, then, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate on the day and year first above written.

SELLER



Authorized Signature

Abdul Malik, Director

Print Name and Title

BUYER



Authorized Signature

Santosh Nair

Print Name and Title

WITNESS



Authorized Signature

Yousuf Ali

Print Name and Title

SCHEDULE "A"

Company Name: City Traders London Ltd

Sub: Creditors List

This is a list of all creditors who are to become the responsibility of the new Director from the date of 21st July 2016 as agreed.

CREDITORS:

HMRC VAT	24,587.00
HMRC PAYE	4,654.00
L.B.T.H Business Rates	2,830.00
Rent	11,266.00
Free Trade Drinks	6,512.00
PPL Music License	3,250.00

Security	11,017.00
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Dancers:

Anna	3,225.00
Natalia	830.00
Madalina	1,575.00
Clio	570.00
Crystal	680.00

Staff:

Rosana	950.00
Alex	830.00
Cristina	560.00
Jaffar	350.00

73,686.00

Agreed By Santosh Nair

Signed 

Date 01/6/16

City Traders London Ltd

Minutes of a meeting of the Abdul Malik and Santosh Nair held at



On 01 06 2016

The following Persons were present:

Abdul Malik	-	Seller
Santosh Nair	-	Buyer
Md Yousuf Ali	-	Witness
Vugar Rahimov	-	Witness

Sale of Business

1. It was noted that

Mr Abdul Malik agreed to sale 100% shares of the business of City Traders London Ltd to Mr Santosh Nair with the condition that Mr Santosh will bear all the risk and rewards including approximately £70K debts. Mr Santosh agreed to take the full responsibility of £70k debts and all ongoing activities from the date of sales.

Registered Office

2. It was noted that the first registered office of the Company was at

30 Alie Street
London
England
E1 8DA

Subscribers

4. It was noted that the following person(s) had agreed to subscribe for the share(s) as indicated:

Name	Shares(%) / Share Value
Abdul Malik Current Director	100/£1

Santosh Nair
Proposed Director

100/E1


There being no further business the meeting was closed.


.....
Abdul Malik
Director
City Traders London Ltd

01/6/16
.....
Date


.....
Santosh Nair
Proposed director

01/6/16
.....
Date


.....
Yousuf Ali
Witness

01/06/16
.....
Date


.....
Vugar Rahimov
Witness

01/06/16
.....
Date

CITY TRADERS LONDON LTD
("the Company")

Minutes of a meeting of the board of directors held at

[REDACTED]

on 20-06-2016.

The following directors were present:

Santosh NAIR

Abdul MALEK [REDACTED]

Directors

1. It was noted that

Santosh NAIR

had been appointed as Directors pursuant to Section 12 of the Companies Act 2006.

Companies House Forms

2. It was noted that all forms for the incorporation of the company and appointments of officers were submitted electronically.

Registered Office

3. It was noted that the first registered office of the Company was at

30
Alie Street
Aldgate
London
England
E1 8DA

Subscribers

4. It was noted that the following person(s) had agreed to subscribe for the share(s) as indicated:

Name
ABDUL MALIK

Shares/Share Value
100/1

There being no further business the meeting was closed.


.....
Chairman

on 20-06-2016.
.....
Date

Registered Number 08756000

CITY TRADERS LONDON LTD

Abbreviated Accounts

31 October 2015

Abbreviated Balance Sheet as at 31 October 2015

	<i>Notes</i>	<i>2015</i>	<i>2014</i>
		£	£
Fixed assets			
Tangible assets	2	14,927	2,138
		<u>14,927</u>	<u>2,138</u>
Current assets			
Stocks		3,128	5,245
Debtors		4,586	3,423
Cash at bank and in hand		1,261	2,255
		<u>8,975</u>	<u>10,923</u>
Creditors: amounts falling due within one year		(260,370)	(119,814)
Net current assets (liabilities)		<u>(251,395)</u>	<u>(108,891)</u>
Total assets less current liabilities		<u>(236,468)</u>	<u>(106,753)</u>
Creditors: amounts falling due after more than one year		(44,126)	(44,126)
Total net assets (liabilities)		<u>(280,594)</u>	<u>(150,879)</u>
Capital and reserves			
Called up share capital	3	100	100
Profit and loss account		(280,694)	(150,979)
Shareholders' funds		<u>(280,594)</u>	<u>(150,879)</u>

- For the year ending 31 October 2015 the company was entitled to exemption under section 477 of the Companies Act 2006 relating to small companies.
- The members have not required the company to obtain an audit in accordance with section 476 of the Companies Act 2006.
- The directors acknowledge their responsibilities for complying with the requirements of the Act with respect to accounting records and the preparation of accounts.
- These accounts have been prepared in accordance with the provisions applicable to companies subject to the small companies regime.

Approved by the Board on 31 August 2016

And signed on their behalf by:
Santosh NAIR, Director

Notes to the Abbreviated Accounts for the period ended 31 October 2015

1 Accounting Policies

Basis of measurement and preparation of accounts

The accounts have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities effective April 2008.

2 Tangible fixed assets

	£
Cost	
At 1 November 2014	2,672
Additions	16,654
Disposals	-
Revaluations	-
Transfers	-
At 31 October 2015	<u>19,326</u>
Depreciation	
At 1 November 2014	534
Charge for the year	3,865
On disposals	-
At 31 October 2015	<u>4,399</u>
Net book values	
At 31 October 2015	<u>14,927</u>
At 31 October 2014	<u>2,138</u>

3 Called Up Share Capital

Allotted, called up and fully paid:

	2015	2014
	£	£
100 Ordinary shares of £1 each	100	100

This document was delivered using electronic communications and authenticated in accordance with the registrar's rules relating to electronic form, authentication and manner of delivery under section 1072 of the Companies Act 2006.

CITY TRADERS (LONDON) LTD

Company number **08756000**

Directors:

1 current officer / 2 resignations

NAIR, Santosh

Correspondence address

30 Alie Street, Aldgate, London, England, E1 8DA

Role **ACTIVE**

Director

Date of birth

October 1983

Appointed on

21 June 2016

Nationality

British

Country of residence

England

Occupation

Company Director

MALIK, Abdul

Correspondence address

**3 Vine Cottages, Sidney Square, London, United Kingdom,
E1 3EP**

Role **RESIGNED**

Director

Date of birth

December 1968

Appointed on

31 October 2013

Resigned on

22 June 2016

Nationality

British
Country of residence
United Kingdom
Occupation
Business Exexutive

MARINO, Vito

Correspondence address
30 Alie Street, Aldgate, London, England, E1 8DA
Role **RESIGNED**
Director
Date of birth
August 1978
Appointed on
11 November 2015
Resigned on
12 February 2016
Nationality
Italian
Country of residence
England
Occupation
Manager

Shareholders:

1st Annual Return filed 13/12/2014

100 Ordinary shares held by: Abdul Malik

Annual Return filed 3/12/2015

100 Ordinary shares held by: Abdul Malik

Confirmation Statement filed 30/06/2016

100 Ordinary shares held by Abdul Malik transferred to Santosh Nair on 21/06/2016

100 Ordinary shares held by: Santosh Nair

0 Ordinary shares held by Abdul Malik.

CITY TRADERS LONDON LTD

Company number 08756000

[File for this company](#)

- [Persons with significant control](#)

1 active person with significant control / 0 active statements

Mr Santosh Nair **ACTIVE**

Correspondence address

30 Alie Street, Aldgate, London, England, E1 8DA

Notified on

21 June 2016

Date of birth

October 1983

Nationality

British

Nature of control

Ownership of shares – 75% or more

Country of residence

England

LILY MYERS LIMITED

Company number 00491699

3 current officers / 0 resignations

Directors

MYERS, Heidi Karen Christine

Correspondence address

**Joshua Leigh & Co Limited, Alpha House, 176a, High Street,
Barnet, Hertfordshire, EN5 5SZ**

Role **ACTIVE**

Secretary

Nationality

German

MYERS, Dennis

Correspondence address

**Joshua Leigh & Co Limited, Alpha House, 176a, High Street,
Barnet, Hertfordshire, EN5 5SZ**

Role **ACTIVE**

Director

Date of birth

May 1928

Nationality

British

Country of residence

England

Occupation

Director

MYERS, Heidi Karen Christine

Correspondence address

**Joshua Leigh & Co Limited, Alpha House, 176a, High Street,
Barnet, Hertfordshire, EN5 5SZ**

Role **ACTIVE**

Director

Date of birth
August 1937
Nationality
German
Country of residence
England
Occupation
Secretary

LILY MYERS LIMITED

Company number 00491699

- [Persons with significant control](#)
-

2 active persons with significant control / 0 active statements

Mrs Heidi Karen Christine Myers ACTIVE

Correspondence address

**Joshua Leigh & Co Limited, Alpha House, 176a, High Street,
Barnet, Hertfordshire, EN5 5SZ**

Notified on

31 August 2016

Date of birth

August 1937

Nationality

German

Nature of control

**Ownership of shares – More than 25% but not more than 50%
Ownership of voting rights - More than 25% but not more
than 50%**

Country of residence

England

Mr Dennis Myers ACTIVE

Correspondence address

**Joshua Leigh & Co Limited, Alpha House, 176a, High Street,
Barnet, Hertfordshire, EN5 5SZ**

Notified on

31 August 2016

Date of birth

May 1928

Nationality

British

Nature of control

Ownership of shares – More than 50% but less than 75%

Ownership of voting rights - More than 50% but less than 75%

Right to appoint and remove directors

Has significant influence or control

Country of residence

England

The 2013, 2014 and 2015 Annual Returns indicate that the shareholders have remained unchanged during the last 3 years:

Heidi Myers:

Denis Myers:

Santosh NAIR

Directorships/ Appointments

GANESH IMPORTS LTD (06763568)

Company status

Dissolved

Correspondence address

198 Wanstead Lane, Ilford, Essex, IG1 3SP

Role **ACTIVE**

Director

Appointed on

2 December 2008

Owns: 100% of the shares.

BSC SYSTEMS LTD (06939399)

Company status

Dissolved

Correspondence address

198 Wanstead Lane, Ilford, Essex, United Kingdom, IG1 3SP

Role **ACTIVE**

Director

Appointed on

1 November 2009

Owns: 100% of the shares.

NAIR SOLUTIONS LIMITED (07114475)

Company status

Dissolved

Correspondence address

**85 Chapelhay Heights, Weymouth, Dorset, United Kingdom,
DT4 8JL**

Role **ACTIVE**

Director

Appointed on

31 December 2009

Owns: 100% of the share.

BLUE STAR INVEST UK LTD (07755138)

Company status

Dissolved

Correspondence address

188 Queens Road, Buckhurst Hill, Essex, IG9 5BD

Role **ACTIVE**

Director

Appointed on

20 February 2013

Not owned: 100 % share was owned by Ahsan Chaudhury

ELITE DISTRIBUTION (UK) LTD (08434869)

Company status

Dissolved

Correspondence address

198 Wanstead Lane, Ilford, Essex, United Kingdom, IG13SP

Role **ACTIVE**

Secretary

Appointed on

7 March 2013

50% owned: 50 % share was owned by Santosh Nair, 50% share was owned by Thekkummuri Nair

Other Companies that Santosh Nair has been “associated” with:

AJAY MOHAN KIRPAL

DIRECTORSHIPS/ APPOINTMENTS

EUROFIN CAPITAL LTD (08066398)

Company status

Active

Correspondence address

197 Ribbleton Lane, Preston, Lancashire, England, PR1 5DY

Role **ACTIVE**

Director

Appointed on

22 September 2016

ORANGE FUTURE CAPITAL LIMITED (09616165)

Company status

Active

Correspondence address

**197 Ribbleton Lane, Preston, Lancashire, United Kingdom,
PR1 5DY**

Role **ACTIVE**

Director

Appointed on

1 June 2015

**BLACK ORCHID INVESTMENT GROUP LIMITED
(09564076)**

Company status

Active

Correspondence address

Alpha, 197 Ribbleton Lane, Preston, England, PR1 5DY

Role **ACTIVE**

Director

Appointed on

28 April 2015

UNIVERSAL CAPITAL MARKETS LIMITED
(06683711)

Company status

Dissolved

Correspondence address

32 Lord Avenue, Ilford, United Kingdom, IG5 0HP

Role **RESIGNED**

Director

Appointed on

16 April 2014

Resigned on

1 October 2015

FORTILLA LIMITED (09336432)

Company status

Active

Correspondence address

Alpha, 197 Ribbleson Lane, Preston, England, PR1 5DY

Role **ACTIVE**

Director

Appointed on

2 December 2014

GIFTED DYNASTY LIMITED (08677817)

Company status

Active

Correspondence address

3 Queen Street, London, England, W1J 5PA

Role **RESIGNED**

Director

Appointed on

5 September 2013

Resigned on

31 January 2015

LOCUS BRIOR EUROPE LIMITED (07510554)

Company status

Dissolved
Correspondence address
**Winnington House, 2 Woodberry Grove, North Finchley,
London, United Kingdom, N12 0DR**
Role **ACTIVE**
Director
Appointed on
31 January 2011

LOCUS BRIOR LIMITED (06967394)

Company status
Dissolved
Correspondence address
Ajay Kirpal, 1 Chesterfield Street, London, England, W1J 5JF
Role **RESIGNED**
Director
Appointed on
20 July 2009
Resigned on
31 July 2012

CANALI CAPITAL HOLDINGS LIMITED (09874976)

Company status
Active
Correspondence address
188 High Road, Loughton, England, IG10 1DN
Role **RESIGNED**
Director
Appointed on
17 November 2015
Resigned on
14 April 2016

Other Companies that Ajay Mohan Kirpal has been “associated” with:

From August 2013 – August 2016: Business Development role for:

1. **Nexus Capital Limited (changed to Universal Capital Markets Limited – now dissolved)**

Registered office address
197 Ribbleson Lane, Preston, Lancashire, England, PR1 5DY

Company status

Dissolved

Dissolved on

2 February 2016

Incorporated on

28 August 2008

Accounts

Last accounts made up to **31 January 2014**

Annual return

Last annual return made up to **28 August 2014**

Nature of business (SIC)

- 64999 - Financial intermediation not elsewhere classified

Previous company names

Name	Period
NEXUS CAPITAL LIMITED	07 Apr 2009 - 14 May 2014
ASPIRE TRADE LIMITED	28 Aug 2008 - 07 Apr 2009

SHARES HELD BY AJAY KIRPAL:
198 SHARES OWNED AS AT DATE OF ANNUAL RETURN 28.08.2014

KIRPAL, Ajay

Correspondence address

32 Lord Avenue, Ilford, United Kingdom, IG5 0HP

Role **RESIGNED**

Director

Date of birth

October 1983

Appointed on

16 April 2014

Resigned on

1 October 2015

2. From August 2013 – August 2016: Business Development role for:

SVS SECURITIES PLC

Company number **04402606**

Registered office address

**20 Ropemaker Street, 2nd Floor, London, England, EC2Y
9AR**

Company status

Active

Company type

Public limited Company

Incorporated on

25 March 2002

Accounts

Next accounts made up to **30 June 2016**
due by **31 December 2016**

Last accounts made up to **30 June 2015**

Confirmation statement

First statement date **25 March 2017**
due by **8 April 2017**

Annual return

Last annual return made up to **25 March 2016**

Nature of business (SIC)

- **66120 - Security and commodity contracts dealing activities**

Previous company names

Previous company names

Name

Period

NB: Mr Kirpal held no directorships or ownership in this company.

3. From June 2002 to June 2004: junior accountant role as a paid employee.

FLETCHER KING PLC

Company number **02014432**

Registered office address

61 Conduit Street, London, W1S 2GB

Company status

Active

Company type

Public limited Company

Incorporated on

25 April 1986

Accounts

Next accounts made up to **30 April 2017**
due by **31 October 2017**

Last accounts made up to **30 April 2016**

Confirmation statement

Next statement date **7 September 2017**
due by **21 September 2017**

Last statement dated **7 September 2016**

Nature of business (SIC)

- 70100 - Activities of head offices

Previous company names

Previous company names

Name	Period
DAWNMASTER PUBLIC LIMITED COMPANY	25 Apr 1986

NB: Mr Kirpal held no directorships or ownership in this company.

IN THE MATTER OF
THE TOWER HAMLETS LICENSING COMMITTEE
and
LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1982
and
APPLICATION FOR A SEXUAL ENTERTAINMENT VENUE LICENCE
FOR CLUB ENVIEE, 30 ALIE STREET, LONDON E1 8DA
and
TOWER HAMLETS COUNCIL SEX ESTABLISHMENT LICENSING POLICY

WRITTEN SUBMISSIONS ON BEHALF
OF THE APPLICANT

1. The applicant has submitted an application for the renewal of an existing Sexual Entertainment Venue (SEV) Licence. During a hearing before the Tower Hamlets Licensing Committee on 6th October 2016, the applicant was invited by the committee's legal adviser (David Graham of Francis Taylor Building) to submit representations in writing as to whether the Council's policy to limit the number of SEVs in the borough to nil applies.
2. The hearing of the application has been adjourned for this issue and further documentation as to the management and ownership of the premises to be considered. This document deals only with the policy issue. The relevant policy is set out in Appendix 17 of the application bundle. The applicant for the SEV licence in 2015 and the renewal in 2016 is the same, City Traders London Limited. (CTL)
3. The applicant's position is that whilst the applicant was technically a new applicant in 2015, it was also an existing business and licensed premises and treated as such by the licensing committee. For that reason, the council in 2015 decided that there were exceptional circumstances sufficient to give CTL the benefit of the existing trader status. It would be irrational and unfair to remove that benefit on application for renewal, when the committee has such a broad discretion on renewal in any event.

4. Further, the policy specifically refers to “applications for premises that were already trading with express permission for the type of entertainment which is now defined as sexual entertainment.”
5. Tower Hamlets adopted Schedule 3 Local Government (Miscellaneous Provisions) Act 1982 with effect from 1st June, allowing it to set a limit on the number of SEVs in the borough. The relevant part of the council’s policy reads as follows:

The council intends to adopt a policy to limit the number of sexual entertainment venues in the borough to nil however it recognises that there are a number of business that have been providing sexual entertainment in Tower Hamlets for several years. The Council will not apply this limitation when considering applications for premises that were already trading with express permission for the type of entertainment which is now defined as sexual entertainment on the date that the licensing provision were adopted by the authority if they can demonstrate in their application:

- High standards of management
- A management structure and capacity
- The ability to adhere to the standard conditions for sex establishments

6. In 2015, CTL made an application for an SEV licence in respect of the premises. The premises licence under the 2003 Act was in fact under the name of Abdul Malik, CTL’s sole director. The applicant’s solicitor made a clerical error by applying in the company’s name instead of Mr Malik’s. It was argued on behalf of the applicant that the premises clearly amounted to an existing business, that the applicant should not be penalized for the failings of its solicitor, and that this admitted clerical error constituted a unique set of circumstances.

7. The notice of the council’s decision (dated 17.7.16) stated as follows:

The Licensing Committee having determined that London City Traders Ltd was a new application by a new applicant accepted that *exceptional circumstances existed to depart from the Council’s Policy and to give London City*

Traders Ltd [sic] the benefit of the existing trader status under the Council's policy.

8. Notwithstanding this departure from policy, the licensing committee refused the application on the basis that the named applicant and named managers on the application were not in sole control of the premises, and associated concerns about the standards of the proposed management.
9. The licensing committee's decision was overturned on appeal by District Judge Rose sitting at Thames' Magistrates Court on 1st February 2016. [Appendix 14] The 'existing trader' point was not litigated.
10. As the licensing sub-committee is aware, CTL was acquired by new owners after the re-instatement of the licence on appeal, involving new management with no connection whatsoever with Mr Malik and Mr Ali (although the licensing committee evidently still requires persuasion on this point.) The club continues to trade with the benefit of its existing SEV licence.

The rationale of the policy

11. The rationale for treating existing operators differently is based upon the recognition that a number of businesses have provided such entertainment over the years. The policy recognised that it would neither be fair, nor proportionate, nor justifiable to terminate businesses that had previously been licensed to provide such entertainment solely on account of the new policy.
12. The policy falls well short of an assumption of renewal for existing traders, who are required to demonstrate in their renewal applications high standards of management, and so forth. The system of annual renewals enables the council to monitor the management of existing SEVs and renew the licences of only those traders who continue to meet the highest standards. As per the judgment of Lloyd Jones LJ in *R (on the application of Thompson) v Oxford City Council* [2014] EWCA Civ 94, "the fact that the maximum term of an SEV licence is twelve months indicates that local authorities are to keep these matters under frequent review."

13. The *Thompson* case also underlines the very wide discretion enjoyed by the council in applying its policy in the context of consideration of renewal applications. In summary, in the event that an applicant for renewal fails to demonstrate the high standards of management required, the licensing committee would be justified in refusing an application.
14. Therefore, having already determined that CTL be given the benefit of existing trader status, and enjoying a broad discretion in any event when considering a renewal application, it would be wholly irrational for the licensing committee to withdraw that benefit on the first occasion the licence has come up for renewal. The premises and locality is the same as that held by the licensee under the 2003 Act. The business is the same, although under different ownership. The policy refers to “businesses” and “premises” in relation to existing traders, and in 2015 the licensing committee clearly accepted that the premises was entitled to the benefit of existing trader status. The business has continued to trade.

12th October 2016

Guy Ladenburg

[REDACTED]