

Meeting of the

**EXTRAORDINARY  
LICENSING SUB  
COMMITTEE**

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**Wednesday, 27 November 2013 at 2.00 p.m.**

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**SUPPLEMENTAL AGENDA 2**

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	<b>PAGE NUMBER</b>	<b>WARD(S) AFFECTED</b>
<b>4 .1 Application to Review the Premises Licence for The Carlton Arms, 238 Bancroft Road, London, E1 4BS</b>	<b>1 - 22</b>	<b>Mile End &amp; Globe Town</b>

Supporting documents submitted on behalf of the Premises License Holder.

"If the fire alarm sounds please leave the building immediately by the nearest available fire exit, to which a Fire Warden will direct you. Please do not use the lifts. Please do not deviate to collect personal belongings or vehicles parked in the complex. If you are unable to use the stairs, a member of staff will direct you to a safe area. On leaving the building, please proceed directly to the Fire Assembly Point situated by the lake on Saffron Avenue. No person must re-enter the building until instructed that it is safe to do so by the Senior Fire Marshall. The meeting will reconvene if it is safe to do so, otherwise it will stand adjourned."

If you require any further information relating to this meeting, would like to request a large print, Braille or audio version of this document, or would like to discuss access arrangements or any other special requirements, please contact:

Simmi Yesmin, Democratic Services

Tel: 020 7364 4120, E-mail: [simmi.yesmin@towerhamlets.gov.uk](mailto:simmi.yesmin@towerhamlets.gov.uk)

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# Agenda Item 4.3

The Carlton  
238 Bancroft Road  
London E1 4BS

20 November 2013

FAO :SimmiYesmin

Dear Simmi

Please find attached copies of representation we wish to be discussed/read at the revocation of premises licence hearing for The Carlton, on the 27<sup>th</sup> November 2013 at 2pm.

- Confirmation of lease purchase from freeholder
- Supporting letters from neighbours, customers and staff
- Two page signed petition from local residents
- Statement of intended plans/changes to the pub from the owners
- Quote for sound proofing/building works/glazing
- CCTV installation quote
- Letter from new brewery confirming our takeover and future business relationship and new account form
- Receipt of holding deposit given to Mr Squires

Yours sincerely

Sue Child

Licence to Occupy

LICENSOR: **TRUSTEES PROPERTIES**  
286-300 Cambridge Heath Road, London E2 9HA

LICENSEE: **SUE CHILD & KELLY YOUNG**  
**THE CARLTON ARMS PUBLIC HOUSE**

Dated: 2<sup>nd</sup> January 2013

The Licensee agrees to occupy The Carlton Arms Public House, 238 Bancroft Road, London E1 4BS, on the following terms and conditions

- 1 The Licensee shall occupy the premises known as The Carlton Arms, 238 Bancroft Road, London E1 4BS, ("the Premises") as Licensee from 2<sup>nd</sup> January 2013 until 1<sup>st</sup> January 2018 ("the Licence Period") and in addition the Licensor will permit the Licensee to use the shared corridors, access routes, kitchens and toilets of the Building ("the Common Parts")
- 2 The Licensee will pay to the Licensor a deposit of £1850.00 on the date hereof ("the Rent Deposit") subject to the terms of Clause 8 & 14 hereof
- 3 In consideration of the Licensee occupying the Premises it will pay to the Licensor the sum of £2050.00 by standing order per calendar month ("the Licence Fee") on the first day of each month and so in proportion for any less period whether formally demanded or not and in the event that the Licence Fee is not paid on the due date the Licensor reserves the right to serve a notice for non-payment of rent on the Licensee and the Licensor shall charge no less than forty pounds for any such notice which shall be payable by the Licensee upon demand. If the Licence Fee is not paid by standing order then the Licence Fee shall increase by £35 for each and every month that the Licence Fee is not paid by standing order
- 4 In Consideration of the Licensee paying to the Licensor the Licence Fee the Licensor shall meet all outgoings in relation to the heating, lighting, electricity, and buildings insurance in respect of the Premises and the Building and also in respect of the cleaning of the Common Areas provided that the Licensor shall not be liable to the Licensee in respect of any failure or interruption in any of such services unless it is attributable to the Licensor's wilful default and also in respect of any act, omission or negligence of any employee, agent or independent contractor engaged by the Licensor for the purpose of providing or undertaking such services where the Licensor has exercised proper care and diligence in engaging such persons. The Licensor will use part of the Licence Fee to pay business rates upon the premises on behalf of the Licensee and so long as the Licence Fee is paid in a timely manner the Licensor will continue to do so. The Licensee will be liable to the local authority for any business rates that remain unpaid due to non-payment of the Licence Fee
- 5 If the Licensee continues to occupy the Premises after the end of the Licence Period without agreeing and signing a new Licence agreement then, should the Licensor not take forcible occupation, the Licensee will be considered to be holding over under the terms of this Licence except that the monthly Licence fee shall increase with immediate effect to 150% of the Licence fee stated in Clause 3
- 6 The Licensee acknowledges that this Licence is granted as Licensees only and that this Licence cannot in any way be deemed to be the granting of a Tenancy for the purposes of the Landlord Tenant Act 1954 or otherwise and that the Licence is personal to the Licensee and it shall not part with nor share occupation of the Premises or any part thereof
- 7 The Licensee shall take reasonable care of the interior of the Premises including fixtures and fittings therein and shall keep the same in a good and clean and tidy condition and replace all cracked and broken glass and make good any damage caused by the Licensee or its servants employees or visitors fair wear and tear excepted provided that upon the expiry of the Licensee's occupation of the Premises whether at the end of the Licence Period or whether subject to Clauses 13 hereof the Licensor shall refund the Rent Deposit to the Licensee deducting any such sums as are required to re-instate the Premises to the condition as required by this Clause 8.

The Licensor will refund any part of the Rent deposit which is due to the Licensee under this Clause within a minimum of 10 days and a maximum of 30 days of the Licensee vacating the Premises

- 8 The Licensee shall occupy the Premises solely as offices in connection with its business and it will not carry on at the Premises any illegal activity or anything which may cause a nuisance or annoyance to the Licensor or any other occupier of any adjoining premises and it will not do anything which may vitiate the insurance policy on the Premises and in the event of the premium payable under the insurance policy of the Premises being increased due to the Licensee's occupation of the Premises it will reimburse the amount of such increase to the Licensor on demand
- 9 The Licensee shall not make any alterations or additions to the Premises or attach any fixtures or fittings thereto without the Licensor's previous consent in writing
- 10 The Licensee shall comply with all reasonable regulations and conditions that the Licensor may impose relating to the use of the Premises and the parts of the Building which the Licensee is permitted to use as aforesaid and also all regulations and conditions (if any) imposed by the insurance company or the fire authorities relating thereto
- 11 The Licensee shall not store anything or leave any rubbish or furniture or any other articles whatsoever within the Common Parts
- 12 This Licence may be terminated on the Licensee giving not less than 30 days notice in writing to the Licensor. In the event that the Licensee terminates this Licence prior to the expiry of the Licence Period the Licensee shall pay to the Licensor a sum equal to the total Licence Fee owing until the end of the Licence Period
- 14 In the event that the Licensee breaches any of the terms and conditions herein the Licensor may terminate this Licence immediately without prejudice to the right of the Licensor to claim any monies owing under this Licence. The Rent deposit will be forfeited if any of the terms and conditions herein are breached
- 15 Should the Licensee choose to vacate the premises upon the expiry of the term and indicates as such in writing to the Licensor the Licensee must vacate the suite by midnight on the last day of the term. If the suite is not vacated by that time the tenant will be in breach of the Licence. Keys must be returned to the Licensor within three working days of the expiry of the term
- 16 The Licensee shall pay to the Licensor a sum to be agreed between the Licensee and the Licensor in respect of line rental for the telephone line/lines at the Property in advance
- 17 The Licensee shall pay any telephone bill in relation to the Premises to the Licensor within fourteen days of demand provided that if the telephone line rental or telephone bill as referred to in payment at all times remain owing by the Licensee to the Licensor

Signed by the Licensor

[Redacted Signature]

Signed by the Licensees

[Redacted Signature]

[Redacted Signature]

Kelly Young

Sue Child

Name of Licensees

SUE CHILD & KELLY YOUNG

[REDACTED]  
[REDACTED]

13<sup>th</sup> November 2013

Dear Sir/Madam

I have worked as a barmaid and socialised at The Carlton for the last 12 years. Since the pub was taken over this month I have noticed big changes both as a barmaid and a customer. For starters we are now properly managed and supported in all day to day tasks. We are no longer required to cash up, lock up or kick out customers ourselves. The general atmosphere has changed completely for the better and it is now a much nicer place to drink and work. There are no longer problem youngsters drinking in the pub as our managers have eliminated that. We now have a doorman at weekends which is a much safer environment for us to work and drink in.

I speak on behalf of all my friends who drink or work in the pub. We have discussed at length at how much nicer things have been over the past two weeks and how much the pub and atmosphere have improved. Having the owners present daily has been a breath of fresh air. They are very approachable and open to our opinions and ideas for the pub and have bent over backwards to please the locals and the staff while sticking to the rules set out.

Finding out that the pub is in jeopardy was devastating. We were never even told there was an issue and all I can say is it would be a shame to lose our pub after all the changes made in such a short time. I really feel it's important for the pub to stay open for the sake of the old uns and us that mix and socialise and have been coming to the pub for so many years. We see this pub as a heart of our community.

Many thanks

Lisa

To WHOM IT MAY CONCERN  
DICTATED REFERENCE TO MS ANGELA HOWT  
FROM MR GEORGE CHITTY. [REDACTED]  
[REDACTED]. RESIDENT AT ADDRESS 54 YEARS

AS PER MR CHITTY'S CONVERSATION WITH  
COUNCILLOR WHO CALLED REFERENCE  
CARLTON PUB 238 BANROFF RD E14 BS

WHEN MR SQUIRES WAS NEASEHOLDER  
THERE WAS ONE MAJOR PROBLEM FRIDAY  
EVENING AFTER CLOSING. SINCE NEW  
NEASEHOLDERS / LICENSEES HAVE TAKEN  
OVER THERE HAVE BEEN NO PROBLEMS  
WHATSOEVER. I LIVE [REDACTED] DOORS FROM  
PREMISES AND I AM 76 YEARS  
OLD. I can be contacted should  
BE REQUIRED

SIGNED  
[REDACTED]

GEORGE CHITTY  
21st . 11. 2013

To WHOM IT MAY CONCERN

As a former employee of Mr E. Squires  
The Carlton, 238 Bancroft Rd. E14 8BS  
I would like to confirm  
that Mr Squires no longer  
has any business connections or  
liabilities associated with the  
premises.

The new leaseholders and  
Managers Ms Kelly Yury +  
Mrs Susan Child took over  
on 1st November 2013 and since  
that date have taken a new  
licensee Jackie Barbour, +  
implemented several changes +  
regulations within the management  
+ staff structure resulting in 100%  
benefits to staff, customers +  
residents surrounding premises.



14/11/13

Dear Sir/Madam

I would like to say that we have enjoyed using the Carlton for about 25 years now and we have used it mostly on a Saturday night, but also for family functions, including our ~~both~~ wedding anniversary party last year!

This pub is part of the local community and with more and more pubs closing down, it would be a shame to see it die, which would severely happen should people not be able to go out for a night's entertainment and socialising without travelling too far.

It is good to see new people taking over the management and who have the enthusiasm to try and restore the pub to its former glory and bring back old traditions and making it part of the family life again.

Thanks you for reading our letter

Regards,

Peg & Fred (81 + 86 respectively).

most of the customers are of an age average 40' to 80'. As and Mrs friend have used this pub for 20 years or so and we are of the later age group. and find some music relaxing. So a music licensee for the Carlton Arms Beneroy Road would be greatly appreciated

On behalf of family and friends



This establishment is more than a Pub. It has been mine and so many other people's place of a way of socialising.

We see people of various age groups, people that come from distances to meet up and tell each other about families in a relaxed and happy venue

Our pub is the meeting place for various ~~things~~ things e.g. funerals, christenings and small weddings. So as you can see this is not just a

pub. it is part of the way of life to so many local people and visitors. !!!

# THE CARLTON - SAVE OUR PUB

The licence is in jeopardy. We feel the pub is key to the community, if you feel the same, please sign in support

NAME	ADDRESS	PHONE or EMAIL	SIGNATURE
L. HARVEY			
J. PARSONS			
H. MOSE			
M. ARTHWOOD			
M. ORESIANNIS			
I. BARNETT			
E. FAWCETT			
D. ELLAM			
P. BARNETT			
P. BARNETT			
C. BARNETT			
ROBERT GREEN			
C. ALLAN			
J. GILL			
M. GILL			
D. BRICKNELL			
F. BUCK			
M. BUCK			
K. DAVIES			
N. DAVIES			
G. "			
E. DAVIES			
N. DAVIES			
<del>W. DAVIES</del>			
LES HURST			
RAI BEAUMONT			
Ken PATON			
Patricia Smith			
Isabel Suarez			
John Green			
MARGARET HANNAH			
V. COLIN HANNAH			
SANDRA KIRKBY			
STEVE KAY			
T. GODDARD			
SIMON HALL			
ROBERT HARKIN			
EDWARD OFER			
JENNY HARKIN			
ADRIEN BOURG			
Leahtha ADAMSON			
SARAH JANE CLINE			
RYAN BRADY			
SHANE GARVEY			



## Statement of Intentions for The Carlton

I Susan Child and my business partner Kelly Young, have recently given a holding deposit, pending this hearing, for the purchase of a 5 year lease for The Carlton.

We as east end people, hope that with our investment, hard work, no nonsense attitude and enthusiasm can restore one of the very few, still standing and running, local traditional community pubs. Our aim for the pub is to provide a warm, safe, welcoming community venue for both locals and new customers to gather and socialise.

Our immediate plans for the turnaround are to make cosmetic improvements to the interior and exterior of the pub, making it a nicer setting and therefore attracting a nicer client base. In order to reduce noise levels and nuisance our initial actions will be to replace existing doors with solid, sound proofed, automatic closing doors, triple glazing existing windows, sound proofing and installing full CCTV inside and outside the premises. We have already ensured the outside of the pub is appropriately lit.

We were advised that increasing prices and changing stock lists would discourage the younger, more unruly clientele and this has already been implemented. We are now operating a strictly over 21 age limit on Friday and Saturday nights and to date this has been a success. We employ a doorman on weekends to implement our policy of no glasses outside and encourage any smokers to return into the pub as quickly as possible, so keeping the noise levels down to respect all neighbours. We ring last orders at 10.45pm in order for us to maintain our 11pm closing licence stipulation. We provide free bar food between 4.30 and 6pm week nights which we have found to encourage the working class locals to pop in. On Sundays we provide the traditional seafood and roast potatoes. Our future intention is to have a kitchen on the premises to entice families to come and dine out with us. We have various themed nights planned, such as a 1920's war time night where we would have sing songs around a piano with everyone donning appropriate attire and rationed food served.

We employ a full time manager who is also the licensee and have a presence ourselves 90% of the time. We are trying to obtain the living accommodation above this pub to increase this to 100%. We feel that our presence is essential in gaining respect within our premises and to date has been successful with positive feedback from customers and staff.

We as owners promise to give the pub the much needed TLC and management it requires as for us this is both an investment and our livelihood.

CARLTON QUOTATION DOORS X 3

EXTERIOR DOORS x 3 £ 630  
HINGES x 9 £ 43  
NIGHT LATCHES x 3 £ 69  
DEADLOCK x 3 £ 180  
LETTERBOX x 1 £ 15  
VARNISH £ 60

MATERIAL TOTAL £ 997  
LABOUR TOTAL £ 450  
TOTAL £ 1447

CARLTON QUOTATION FLOORING

UNDERLAY 50m<sup>2</sup> £ 150  
FLOORING 50m<sup>2</sup> £ 1574

MATERIAL TOTAL £ 1724  
LABOUR TOTAL £ 1700  
TOTAL £ 2924

CARLTON QUOTATION DOORS X 3

EXTERIOR DOORS	x 3	£ 630
HINGES	x 9	£ 43
NIGHT LATCHES	x 3	£ 69
DEADLOCK	x 3	£ 180
LETTERBOX	x 1	£ 15
VARNISH		£ 60

MATERIAL TOTAL	£ 997
LABOUR TOTAL	£ 450
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CARLTON QUOTATION FLOORING

UNDERLAY	50m <sup>2</sup>	£ 150
FLOORING	50m <sup>2</sup>	£ 1574

MATERIAL TOTAL	£ 1724
LABOUR TOTAL	£ 1700
TOTAL	£ 2924



Susan Child



HEINEKEN UK Limited  
Elsley Court  
20-22 Great Titchfield Street  
London  
W1W 8BE  
T +44 (0)20 7079 7000  
[www.heineken.co.uk](http://www.heineken.co.uk)

Registered Office:  
3-4 Broadway Park  
South Gyle Broadway  
Edinburgh EH12 9JZ

22<sup>nd</sup> October 2013

Subject: THE CARLTON PUBLIC HOUSE, 238 BANCROFT RD, E1 4BS  
Reference: TC/HUK79

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Dear Susan

Thank you for your time yesterday afternoon it was a great insight into your future plans for The Carlton.  
I would love to have the opportunity to work with you in this new adventure and share best practice and industry insight that has transformed new business into fantastic pubs within the area.

I can confirm I will gladly help with staff training, which covers all aspects of drink awareness data to "the perfect serve".  
I also would like to offer our wide range of premium products that will insure you attract the right consumer into your pub.  
Having spent time with you and been able to look through your business plan it looks a great opportunity for you.

Looking forward to hearing from you

Yours sincerely



David Walton  
Regional Sales Manager  
Heineken in the UK





BKS Enterprises Limited  
T/A Carlton  
238 Bancroft Road  
London  
E1 4BS

HEINEKEN UK Limited  
First Point  
1 Deer Park Road  
Livingston, EH54 8AG  
T: 0845 878 7074  
[www.heineken.co.uk](http://www.heineken.co.uk)

Registered Office:  
2-4 Broadway Park  
South Gyle Broadway  
Edinburgh EH12 9JZ

13th November 2013

Customer account no: 455938

Dear Sir/Madam

Rolling Credit Limit: £3200.00

We refer to your recent account application and can confirm that your trading terms will be as follows.

Your account has been set up as follows: Carlton with BKS Enterprises Limited being responsible for payment. If these details are incorrect, can you please inform us, in writing, by return.


Your payment is due a minimum of 14 working days after the invoice date.

E.g. Invoice date Monday 18/11/13 will be paid on Monday 02/12/13

If you have any queries with regard to Credit Control, please do not hesitate to contact ourselves.

Please find enclosed our "Terms and Conditions" of trading which should be retained and adhered to at all times.

Yours faithfully

  
Asmley Downie  
Credit & Risk Co-Ordinator  
On behalf of Heineken UK Ltd  
Enc

# NEW ACCOUNT FORM

## Applicants Details:

Full Legal Title: THE CHILLTON (2012) LIMITED  
 Trading As: CHILLTON  
 Outlet Address: 239 BARNHURST RD  
LEWIS  
E1 4BS

MAT 150615

Please tick appropriate box  
 Legal Status of Applicant:

- Limited Company
- Limited Liability Partnership
- Sole Trader
- Partner
- Owner/Sole Trader

- Limited Company Reg Number 08176902
- Limited Liability Reg Number
- Partnership
- Company Director
- Committee Member
- Club / Association

Please indicate your relationship to Applicant:

Forename: SUSAN  
 Private Address:   
 Postcode:   
 Surname: CHILL  
 National Insurance Number:   
 Date of Birth:   
 No of years at address: 11  
 (if less than 3 years please provide details of previous address)

Forename: [Redacted]  
 Private Address: [Redacted]  
 Postcode: [Redacted]  
 Surname: [Redacted]  
 National Insurance Number: [Redacted]  
 Date of Birth: [Redacted]  
 No of years at address: [Redacted]  
 (if less than 3 years please provide details of previous address)

Forename: [Redacted]  
 Private Address: [Redacted]  
 Postcode: [Redacted]  
 Surname: [Redacted]  
 National Insurance Number: [Redacted]  
 Date of Birth: [Redacted]  
 No of years at address: [Redacted]  
 (if less than 3 years please provide details of previous address)

## Trade References (Please supply 2 trade references)

- Other Brewer / wholesaler  
 Name: \_\_\_\_\_ Account No: \_\_\_\_\_  
 YES / NO \_\_\_\_\_ 3 months statements attached (please delete as appropriate) YES / NO \_\_\_\_\_  
 Name: \_\_\_\_\_ Account No: \_\_\_\_\_
- Other Brewer / wholesaler  
 Name: \_\_\_\_\_ Account No: \_\_\_\_\_  
 YES / NO \_\_\_\_\_ 3 months statements attached (please delete as appropriate) YES / NO \_\_\_\_\_  
 Name: \_\_\_\_\_ Account No: \_\_\_\_\_

## Customer Declaration


Please state whether you/the applicant has ever been subject to the following:

- Individual Voluntary Arrangement YES  NO
- Bankruptcy YES  NO
- Winding Up Order YES  NO
- Company Voluntary Arrangement YES  NO
- Administration Order YES  NO
- County Court Judgement YES  NO

If you have answered YES to any of the above, please provide brief details of amount, date and whether action has been satisfied

Action	Date	Amount(s)	Date satisfied

I/we    agree to accept the Company's Terms and Conditions of Trade and acknowledge receipt of a copy  
 b) Consent to the Company's standard reference procedures set out above for myself and on behalf of the applicant and each Principal (as appropriate)

Authorised Signature:   
 Print Name: SUSAN CHILL  
 Date: 6/11/13

Authorised Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

Authorised Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

RECEIPT

5

5

DATE 01/11/13

Kelly & Sue

PAID FROM

FOR OF Five thousand pounds

5000 00



A

01/11/13

paid

from

bank of Ireland

10000

10000 00







5

3/11/13

Kelly & Sue

~~rent~~ stock

one thousand six hundred

and serenity six pounds 59

1676 59

3

3/11/13

Kelly & Sue

~~rent~~ stock

one thousand six hundred

and serenity six pounds 59

pence



1676 59

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