

Licensing Sub Committee

Supplemental Agenda

Tuesday, 21 November 2023 at 4.00 p.m. Council Chamber - Town Hall, Whitechapel

Contact for further enquiries:

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http://www.towerhamlets.gov.uk/committee



Public Information

Viewing or Participating in Committee Meetings

The meeting will be broadcast live on the Council's website. A link to the website is detailed below. The press and public are encouraged to watch this meeting on line.

Please note: Whilst the meeting is open to the public, the public seating in the meeting room for observers may be limited due to health and safety measures. You are advised to contact the Democratic Services Officer to reserve a place.

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Tower Hamlets Council
Tower Hamlets Town Hall
160 Whitechapel Road
London E1 1BJ

A Guide to Licensing Sub Committee

The Licensing Sub Committee is made up of 3 Members of the Licensing Committee. In summary, the Sub Committee will determine applications to grant, vary or review a license submitted under the Licensing Act 2003 where representations have been made.

Public Engagement

Meetings of the committee are open to the public to attend, and a timetable for meeting dates and deadlines can be found on the council's website.



London Borough of Tower Hamlets

Licensing Sub Committee

Tuesday, 21 November 2023

4.00 p.m.

3.2 Licensing Act 2003 Application for a Premises Licence for Roe Restaurant, Unit A1.1, 5 Park Drive, London E14 9GG (Pages 5 - 8)

Next Meeting of the Licensing Sub Committee

Monday, 4 December 2023 at 6.30 p.m. to be held in Council Chamber - Town Hall, Whitechapel



Tower Hamlets Council Tower Hamlets Town Hall 160 Whitechapel Road London E1 1BJ

Agenda Item 3.2



GROUP PLC

20 March 2023

Roe Restaurant Ltd 4th Floor Fitzrovia House 153-157 Cleveland Street London United Kingdom W1T 6QW

Dear Sirs,

FIVE PARK DRIVE, CANARY WHARF, LONDON, E14 (THE "UNIT")

This Licence is supplemental to the Lease ("the Lease") dated today and made between CW One Park Drive Limited ("the Landlord) (1) Wood Wharf Estate Management Limited (2) and Roe Restaurant Ltd (3).

In consideration of your undertaking the obligations referred to below we hereby grant you permission for the period from the date hereof to the expiration or earlier termination of the Lease, to place and retain tables and chairs of a design and style previously approved by us within the area (not to be unreasonably withheld or delayed and the Landlord may not refuse approval to the Tenant's corporate colours or branding) ("the Licensed Area") shown edged red on the plan annexed hereto for the use of your customers.

You will:

- (i) Not allow such tables to be used for any purpose other than the consumption of food and drinks purchased by bona fide customers of Roe Restaurant Limited.
- (ii) Not assign sub-licence or share the benefit of this licence in any way except by permitting customers of Roe Restaurant Limited to use the tables.
- (iii) Maintain all the tables and chairs in a clean and tidy condition to the Landlord's reasonable satisfaction and ensure that all tables are cleared as soon as possible after customers have vacated and promptly clean any spillage of food and drink and clear any litter deposited on or adjacent to the Licensed Area. You will also keep the Licensed Area clean and tidy at all times and upon request reimburse the proper cost of our repairing any damage to the Licensed Area arising out of your use thereof.
- (iv) Not do or permit or allow to be done on the Licensed Area anything which may be or become a nuisance or disturbance to us or any tenants or occupiers of any adjoining property.
- (v) Forthwith indemnify us against any loss or damage suffered by us as a result of any breach by you of any of these terms and conditions or otherwise by reason or arising out of your use

CANARY WHARF GROUP PLC, ONE CANADA SQUARE, CANARY WHARF, LONDON E14 5AB TELEPHONE +444 (0)20 7418 200(FACSIMILEE+44 (0)20 7418 2222 WEBSITE WWW.canarywharf.com Registered in England and Wales No.004191122



of the Licensed Area provided that the Landlord shall notify you of the breach and shall mitigate its losses.

- (vi) Maintain adequate insurances in respect of your public or third party liability in connection with your use of the Licensed Area.
- (vii) Not use or permit the Licensed Area to be used for any purpose whatsoever (other than the location of the tables and chairs) later than 10.30 p.m. on any day and for the avoidance of doubt the Tenant shall be permitted to leave the tables and chairs within the Licenced Area when the Unit is not open for trade provided that they are left in a clean and tidy condition.
- (viii) Remove and store such of the tables and chairs within the Unit on not less than fourteen (14) days' prior written notice (except in an emergency) as are reasonably necessary to enable us to carry out Building Services (as that term is defined in the Lease).
- (ix) Comply with such reasonable regulations relating to the management and use of the Licensed Area as may be notified to you from time to time.
- (x) Comply with all requirements of the Fire Officer relating to the use of the Licensed Area.
- (xi) Not use the Licensed Area without having first obtained any necessary consent and/or authority from the relevant authority or the local authority or other consent, permissions or approvals as may be required from time to time from any appropriate body. You will comply with the terms of such consent, permission or approval at all times thereafter.
- (xii) Pay all rates which may be payable in connection with your use of the Licensed Area or (in the event of such rates being demanded from us) indemnify us against such rates.

The gross amount of all monies received for the sale of any food or drink served at the said tables and the gross amount of all other receipts from customers served there shall constitute Gross Turnover for the purposes of the Lease.

We reserve the right for ourselves and all persons expressly or impliedly authorised by us to pass over and across the Licensed Area at all times and for all purposes and (on not less than seven (7) working days' prior notice, except in the case of emergency or in the event that any competent authority so requires) to temporarily suspend your use of the Licensed Area for any reasonable purpose connected with the management of the Canary Wharf Estate provided that the period of such suspension shall be no longer than reasonably necessary.

Suspension:

The permission granted under this Licence may be suspended by us at any time on not less than five (5) working days' notice or forthwith in the case of emergency (or in the event that any competent authority so requires).

Termination:

This Licence may be terminated by us on not less than ten (10) working days' notice where:

- (a) you have been in breach of any term of this Licence on three (3) or more occasions in any period of twelve (12) months; and
- (b) we have served notice on you to that effect on each such occasion; and

Yours faithfully



(c) you have failed to remedy such breach(es) within a reasonable period of time following the service of notice

THEN at any time after the third such breach, we may without further notice terminate this Licence. This Licence shall terminate immediately if the Lease is terminated.

Upon the termination or expiration of this Licence, you will remove all the tables and chairs as soon as possible and forthwith upon demand pay to us the reasonable and proper cost of making good the Licensed Area.

County Co

B1 boardwalk B3 D2 South Dock A3 entgomery bridge water A2 South Dock (West India Docks) **###** \$ \$ \$ 0 1 8 Montgomery Square



Ordnance Survey plan Scale 1:1250 @ A3 Blue lines denotes Demise of External Seating for 5 Park Drive, Wood Wharf, Street Level.

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