

## **REPORT OF THE DEPUTY CHIEF EXECUTIVE**

### **LICENSING SUB-COMMITTEE – 19 NOVEMBER 2014**

#### **LICENSING ACT 2003 – CONSIDERATION OF THE GRANT OF A PREMISES LICENCE**

##### **A1 CONVENIENCE STORE, 50 HIGH STREET EAST, SUNDERLAND**

###### **ZAHIR KHAN**

### **1.0 PURPOSE OF REPORT**

- 1.1 To consider an application for the grant of a premises licence for the above-mentioned premises.

### **2.0 DESCRIPTION OF DECISION**

- 2.1 When determining the application the Sub-Committee is requested to have regard to the representations referred to in paragraph 4.0 below and to take such steps as they consider appropriate for the promotion of the licensing objectives. The steps may be: -

- a) to grant the application,
- b) to modify the conditions of the licence, or
- c) to reject the whole or part of the application.

### **3.0 INTRODUCTION/BACKGROUND**

- 3.1 Relevant representations have been received in relation to the application and these are detailed at section 4.0.
- 3.2 A copy of the application form is attached as Appendix 1. The licensable activity requested is the sale by retail of alcohol for consumption off the premises, Monday to Saturday 06:00 a.m. to 10:00 p.m. and 06:00 a.m. to 09:00 p.m. on a Sunday.

### **4.0 CURRENT POSITION**

- 4.1 Eight written representations have been received from interested parties. Included in these representations are one individual letter signed by two persons and six copies of the same letter, only one copy of the repeated letter is attached. Representations have also been received from Northumbria Police and Councillor Barbara McClennan. Copies of the representations are attached as Appendix 2. Attached as Appendix 2a is additional information supplied by Northumbria Police.

- 4.2 This matter was referred for the consideration of the Licensing Sub Committee on 28 October 2014, however Members agreed to defer consideration of this matter at the request of the applicant.
- 4.3 Prior to the commencement of the original hearing the landlord of the premises submitted on behalf of the applicant a copy of his shop lease dated 7 September 2014 and also a copy of the previous tenants shop lease dated 1 December 2013. Copies of these leases are attached as Appendix 3.

## **5.0 REASONS FOR THE DECISION**

- 5.1 To determine the application as requested by section 18(3) of the Licensing Act 2003.

## **6.0 ALTERNATIVE OPTIONS**

- 6.1 None submitted.

## **7.0 RELEVANT CONSIDERATIONS/CONSULTATIONS**

- 7.1 There are no other considerations that require the attention of the Sub-Committee.

## **8.0 GLOSSARY**

- 8.1 No acronyms or abbreviations have been used in this report.

## **9.0 LIST OF APPENDICES**

Appendix 1 – Application form.

Appendix 2 – Written representations.

Appendix 3 – Shop Leases dated 7.9.2014 and 1.12.2013

## **10.0 BACKGROUND PAPERS**

- 10.1 None.

# Appendix 1

POSTAL ORDER £100 11/9/14

Application for a premises licence to be granted  
under the Licensing Act 2003

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

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

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

NAME ZAHIR KHAN  
(Insert name(s) of applicant)

apply for a premises licence under section 17 of the Licensing Act 2003 for the premises described in Part 1 below (the premises) and I/we are making this application to you as the relevant licensing authority in accordance with section 12 of the Licensing Act 2003

Part 1 - Premises Details

Postal address of premises or, if none, ordnance survey map reference or description <u>AI CONVENIENCE STORE.</u> <u>50 HIGH ST EAST.</u> <u>SUNDERLAND.</u> <u>SR1 2JU</u>			
Post town	<u>SUNDERLAND</u>	Postcode	<u>SR1 2JU</u>
Telephone number at premises (if any)	<u>0191 510 3508</u>		
Non-domestic rateable value of premises	<u>£ 1,075</u>		

Part 2 - Applicant Details

Please state whether you are applying for a premises licence as  
Please tick as appropriate

- a) an individual or individuals \*  please complete section (A)
- b) a person other than an individual \*  please complete section (B)
- i. as a limited company  please complete section (B)
- ii. as a partnership  please complete section (B)
- iii. as an unincorporated association or  please complete section (B)
- iv. other (for example a statutory corporation)  please complete section (B)
- c) a recognised club  please complete section (B)
- d) a charity  please complete section (B)

- e) the proprietor of an educational establishment  please complete section (B)
- f) a health service body  please complete section (B)
- g) a person who is registered under Part 2 of the Care Standards Act 2000 (c14) in respect of an independent hospital in Wales  please complete section (B)
- ga) a person who is registered under Chapter 2 of Part 1 of the Health and Social Care Act 2008 (within the meaning of that Part) in an independent hospital in England  please complete section (B)
- h) the chief officer of police of a police force in England and Wales  please complete section (B)

\* If you are applying as a person described in (a) or (b) please confirm:

Please tick yes

I am carrying on or proposing to carry on a business which involves the use of the premises for licensable activities; or

I am making the application pursuant to a statutory function or

a function discharged by virtue of Her Majesty's prerogative

**(A) INDIVIDUAL APPLICANTS** (fill in as applicable)

Mr <input checked="" type="checkbox"/>	Mrs <input type="checkbox"/>	Miss <input type="checkbox"/>	Ms <input type="checkbox"/>	Other Title (for example, Rev)
Surname <b>KHAN</b>		First names <b>ZAHIR</b>		
I am 18 years old or over				<input checked="" type="checkbox"/> Please tick yes
Current postal address if different from premises address		<b>50 HIGH ST EAST SUNDERLAND.</b>		
Post town	<b>SUNDERLAND</b>	Postcode	<b>SR1 2JU</b>	
Daytime contact telephone number		<b>07454 394 095.</b>		
E-mail address (optional)				

**SECOND INDIVIDUAL APPLICANT (if applicable)**

Mr <input type="checkbox"/>	Mrs <input type="checkbox"/>	Miss <input type="checkbox"/>	Ms <input type="checkbox"/>	Other Title (for example, Rev)	
Surname			First names		
I am 18 years old or over				<input type="checkbox"/> Please tick yes	
Current postal address if different from premises address					
Post town				Postcode	
Daytime contact telephone number					
E-mail address (optional)					

**(B) OTHER APPLICANTS**

Please provide name and registered address of applicant in full. Where appropriate please give any registered number. In the case of a partnership or other joint venture (other than a body corporate), please give the name and address of each party concerned.

Name
Address
Registered number (where applicable)
Description of applicant (for example, partnership, company, unincorporated association etc.)
Telephone number (if any)
E-mail address (optional)

**Part 3 Operating Schedule**

When do you want the premises licence to start?

DD	MM	YYYY
17	09	14

If you wish the licence to be valid only for a limited period, when do you want it to end?

DD	MM	YYYY

Please give a general description of the premises (please read guidance note 1)

RETAIL STORE / GENERAL DEALER.  
 ITS THE <sup>ONLY</sup> SHOP ON THIS STREET.  
 MEDIUM SIZE THAT SUPPLIES ALL  
 BASIC NECESSARIES. ITS A NEW  
 BUSINESS THAT WILL INCLUDE ALCOHOL  
 TO ITS EXISTING BUSINESS.

If 5,000 or more people are expected to attend the premises at any one time, please state the number expected to attend.

What licensable activities do you intend to carry on from the premises?

SALE OF ALCOHOL

(Please see sections 1 and 14 of the Licensing Act 2003 and Schedules 1 and 2 to the Licensing Act 2003)

Provision of regulated entertainment

Please tick any that apply

- a) plays (if ticking yes, fill in box A)
- b) films (if ticking yes, fill in box B)
- c) indoor sporting events (if ticking yes, fill in box C)
- d) boxing or wrestling entertainment (if ticking yes, fill in box D)
- e) live music (if ticking yes, fill in box E)
- f) recorded music (if ticking yes, fill in box F)
- g) performances of dance (if ticking yes, fill in box G)
- h) anything of a similar description to that falling within (e), (f) or (g) (if ticking yes, fill in box H)

**Provision of late night refreshment** (if ticking yes, fill in box I)

**Supply of alcohol** (if ticking yes, fill in box J)

In all cases complete boxes K, L and M

**A**

Plays Standard days and timings (please read guidance note 6)			Will the performance of a play take place <u>indoors or outdoors or both</u> – please tick (please read guidance note 2)	Indoors	<input type="checkbox"/>
Day	Start	Finish		Outdoors	<input type="checkbox"/>
Mon				Both	<input type="checkbox"/>
Tue				<b>Please give further details here</b> (please read guidance note 3)	
Wed			<b>State any seasonal variations for performing plays</b> (please read guidance note 4)		
Thur					
Fri			<b>Non standard timings. Where you intend to use the premises for the performance of plays at different times to those listed in the column on the left, please list</b> (please read guidance note 5)		
Sat					
Sun					



**B**

<b>Films</b> Standard days and timings (please read guidance note 6)			<b>Will the exhibition of films take place indoors or outdoors or both – please tick</b> (please read guidance note 2)	Indoors	<input type="checkbox"/>
				Outdoors	<input type="checkbox"/>
				Both	<input type="checkbox"/>
Day	Start	Finish	<b>Please give further details here</b> (please read guidance note 3)		
Mon					
Tue					
Wed			<b>State any seasonal variations for the exhibition of films</b> (please read guidance note 4)		
Thur					
Fri			<b>Non standard timings. Where you intend to use the premises for the exhibition of films at different times to those listed in the column on the left, please list</b> (please read guidance note 5)		
Sat					
Sun					

C

Indoor sporting events Standard days and timings (please read guidance note 6)			<u>Please give further details</u> (please read guidance note 3)
Day	Start	Finish	
Mon			
Tue			<u>State any seasonal variations for indoor sporting events</u> (please read guidance note 4)
Wed			<u>Non standard timings. Where you intend to use the premises for indoor sporting events at different times to those listed in the column on the left, please list</u> (please read guidance note 5)
Thur			
Fri			
Sat			
Sun			

**D**

<b>Boxing or wrestling entertainments</b> Standard days and timings (please read guidance note 6)			<b>Will the boxing or wrestling entertainment take place indoors or outdoors or both – please tick</b> (please read guidance note 2)	Indoors	<input type="checkbox"/>
				Outdoors	<input type="checkbox"/>
Day	Start	Finish		Both	<input type="checkbox"/>
Mon			<b>Please give further details here</b> (please read guidance note 3)		
Tue					
Wed			<b>State any seasonal variations for boxing or wrestling entertainment</b> (please read guidance note 4)		
Thur					
Fri			<b>Non standard timings. Where you intend to use the premises for boxing or wrestling entertainment at different times to those listed in the column on the left, please list</b> (please read guidance note 5)		
Sat					
Sun					

**E**

<b>Live music</b> Standard days and timings (please read guidance note 6)			<b><u>Will the performance of live music take place indoors or outdoors or both – please tick</u></b> (please read guidance note 2)		Indoors <input type="checkbox"/>
					Outdoors <input type="checkbox"/>
					Both <input type="checkbox"/>
<b>Day</b>	<b>Start</b>	<b>Finish</b>	<b><u>Please give further details here</u></b> (please read guidance note 3)		
Mon					
Tue					
Wed			<b><u>State any seasonal variations for the performance of live music</u></b> (please read guidance note 4)		
Thur					
Fri					
Sat			<b><u>Non standard timings. Where you intend to use the premises for the performance of live music at different times to those listed in the column on the left, please list</u></b> (please read guidance note 5)		
Sun					

**F**

<b>Recorded music</b> Standard days and timings (please read guidance note 6)			<b>Will the playing of recorded music take place indoors or outdoors or both – please tick</b> (please read guidance note 2)	Indoors	<input type="checkbox"/>
				Outdoors	<input type="checkbox"/>
				Both	<input type="checkbox"/>
<b>Day</b>	<b>Start</b>	<b>Finish</b>	<b>Please give further details here</b> (please read guidance note 3)		
Mon					
Tue					
<b>Wed</b>			<b>State any seasonal variations for the playing of recorded music</b> (please read guidance note 4)		
Thur					
Fri					
<b>Sat</b>			<b>Non standard timings. Where you intend to use the premises for the playing of recorded music at different times to those listed in the column on the left, please list</b> (please read guidance note 5)		
Sun					

**G**

Performances of dance Standard days and timings (please read guidance note 6)			Will the performance of dance take place indoors or outdoors or both – please tick (please read guidance note 2)	Indoors	<input type="checkbox"/>
Day	Start	Finish		Outdoors	<input type="checkbox"/>
Mon			<b>Please give further details here</b> (please read guidance note 3)	Both	<input type="checkbox"/>
Tue					
Wed			<b>State any seasonal variations for the performance of dance</b> (please read guidance note 4)		
Thur					
Fri			<b>Non standard timings. Where you intend to use the premises for the performance of dance at different times to those listed in the column on the left, please list</b> (please read guidance note 5)		
Sat					
Sun					

H

<b>Anything of a similar description to that falling within (e), (f) or (g)</b> Standard days and timings (please read guidance note 6)			Please give a description of the type of entertainment you will be providing		
Day	Start	Finish	<b>Will this entertainment take place indoors or outdoors or both – please tick</b> (please read guidance note 2)	Indoors	<input type="checkbox"/>
Mon				Outdoors	<input type="checkbox"/>
				Both	<input type="checkbox"/>
Tue			<b>Please give further details here</b> (please read guidance note 3)		
Wed					
Thur			<b>State any seasonal variations for entertainment of a similar description to that falling within (e), (f) or (g)</b> (please read guidance note 4)		
Fri					
Sat			<b>Non standard timings. Where you intend to use the premises for the entertainment of a similar description to that falling within (e), (f) or (g) at different times to those listed in the column on the left, please list</b> (please read guidance note 5)		
Sun					

I

<b>Late night refreshment</b> Standard days and timings (please read guidance note 6)			<b>Will the provision of late night refreshment take place indoors or outdoors or both – please tick</b> (please read guidance note 2)	Indoors	<input type="checkbox"/>
				Outdoors	<input type="checkbox"/>
				Both	<input type="checkbox"/>
Day	Start	Finish			
Mon			<b>Please give further details here</b> (please read guidance note 3)		
Tue					
Wed			<b>State any seasonal variations for the provision of late night refreshment</b> (please read guidance note 4)		
Thur					
Fri			<b>Non standard timings. Where you intend to use the premises for the provision of late night refreshment at different times, to those listed in the column on the left, please list</b> (please read guidance note 5)		
Sat					
Sun					



J

<b>Supply of alcohol</b> Standard days and timings (please read guidance note 6)			<b>Will the supply of alcohol be for consumption</b> - <u>please tick</u> (please read guidance note 7)	On the premises	<input type="checkbox"/>
				Off the premises	<input checked="" type="checkbox"/>
				Both	<input type="checkbox"/>
Day	Start	Finish	<b>State any seasonal variations for the supply of alcohol</b> (please read guidance note 4)  <p style="text-align: center;">NONE</p>		
Mon	0600 06	2200			
Tue	0600	2200			
Wed	0600	2200			
Thur	0600	2200			
Fri	0600	2200			
Sat	0600	2200			
Sun	0600	2100			
			<b>Non standard timings. Where you intend to use the premises for the supply of alcohol at different times to those listed in the column on the left, please list</b> (please read guidance note 5)  <p style="text-align: center;">NONE.</p>		

State the name and details of the individual whom you wish to specify on the licence as designated premises supervisor:

Name	ZAHIR KHAN.
Address	AI CONVENIENCE STORE 50 HIGH ST EAST. SUNDERLAND.
Postcode	SRI 2JU
Personal licence number (if known)	
Issuing licensing authority (if known)	

K

Please highlight any adult entertainment or services, activities, other entertainment or matters ancillary to the use of the premises that may give rise to concern in respect of children (please read guidance note 8).

NONE

L

Hours premises are open to the public Standard days and timings (please read guidance note 6)			State any seasonal variations (please read guidance note 4)
Day	Start	Finish	<u>NONE</u>
Mon	0600	2200	
Tue	0600	2200	
Wed	0600	2200	
Thur	0600	2200	
Fri	0600	2200	
Sat	0600	2200	
Sun	0600	2100	
			Non standard timings. Where you intend the premises to be open to the public at different times from those listed in the column on the left, please list (please read guidance note 5)
			<u>NONE.</u>

**M** Describe the steps you intend to take to promote the four licensing objectives:

**a) General – all four licensing objectives (b, c, d and e) (please read guidance note 9)**

KEEP ALL C.C.T.V UPDATE AND LOGGED.  
WORK CLOSELY WITH POLICE.  
BE VIGILANT, ALERT.  
CHECK SUSPECTED UNDER AGE DRINKERS.  
NO ALCOHOL TO BE CONSUMED ON PREMISES.

**b) The prevention of crime and disorder**

COMBINATION OF FACTORS FROM BEING  
ALERT, MONITORING, KEEPING LOGS.  
C.C.T.V AND WORK IN PARTNERSHIP  
WITH POLICE.

**c) Public safety**

THE PREMISES WILL ENSURE NO  
UNDERAGE IS SERVED, WILL CHECK  
I.D IF NECESSARY. WILL CARRY OUT  
ANY ASSESSMENTS REQUIRED, FOR  
SAFETY.

**d) The prevention of public nuisance**

THE PROPOSED LICENCE IS ONLY FOR OFF  
THE PREMISE CONSUMPTION. WE WILL  
ADHERE STRICTLY TO ALL REQUIREMENTS  
AND KEEP REFUSAL LOGS. STAFF WILL BE  
FULLY TRAINED.

**e) The protection of children from harm**

CHALLENGE 21 POLICY WILL BE ADHERED TO STRICTLY. WE WILL ENSURE EACH SALE IS MADE VIA VALID PHOTO I.D. PROMINENT POSTERS WITH LEGAL AGE LIMIT AND A REFUSAL LOG WILL BE KEPT.

**Checklist:**

Please tick to indicate agreement

- I have made or enclosed payment of the fee.
- I have enclosed the plan of the premises.
- I have sent copies of this application and the plan to responsible authorities and others where applicable.
- I have enclosed the consent form completed by the individual I wish to be designated premises supervisor, if applicable.
- I understand that I must now advertise my application.
- I understand that if I do not comply with the above requirements my application will be rejected.

**IT IS AN OFFENCE, LIABLE ON SUMMARY CONVICTION TO A FINE NOT EXCEEDING LEVEL 5 ON THE STANDARD SCALE, UNDER SECTION 158 OF THE LICENSING ACT 2003, TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION.**

**Part 4 – Signatures** (please read guidance note 10)

**Signature of applicant or applicant's solicitor or other duly authorised agent** (see guidance note 11). If signing on behalf of the applicant, please state in what capacity.

Signature	<i>R. Khan</i>
Date	<i>8.09.2014.</i>
Capacity	<i>MANAGER.</i>

**For joint applications, signature of 2<sup>nd</sup> applicant or 2<sup>nd</sup> applicant's solicitor or other authorised agent** (please read guidance note 12). If signing on behalf of the applicant, please state in what capacity.

Signature	
Date	
Capacity	

Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 13) <b>ZAHIR KHAN.</b> <b>AI CONVENIENCE STORE.</b> <b>50 HIGH ST</b>			
Post town	<b>SUNDERLAND</b>	Postcode	<b>SR1 2JU</b>
Telephone number (if any)	<b>07454 394 095.</b>		
If you would prefer us to correspond with you by e-mail, your e-mail address (optional)			

**Notes for Guidance**

1. Describe the premises, for example the type of premises, its general situation and layout and any other information which could be relevant to the licensing objectives. Where your application includes off-supplies of alcohol and you intend to provide a place for consumption of these off-supplies, you must include a description of where the place will be and its proximity to the premises.
2. Where taking place in a building or other structure please tick as appropriate (indoors may include a tent).
3. For example the type of activity to be authorised, if not already stated, and give relevant further details, for example (but not exclusively) whether or not music will be amplified or unamplified.
4. For example (but not exclusively), where the activity will occur on additional days during the summer months.
5. For example (but not exclusively), where you wish the activity to go on longer on a particular day e.g. Christmas Eve.
6. Please give timings in 24 hour clock (e.g. 16:00) and only give details for the days of the week when you intend the premises to be used for the activity.
7. If you wish people to be able to consume alcohol on the premises, please tick 'on the premises'. If you wish people to be able to purchase alcohol to consume away from the premises, please tick 'off the premises'. If you wish people to be able to do both, please tick 'both'.
8. Please give information about anything intended to occur at the premises or ancillary to the use of the premises which may give rise to concern in respect of children, regardless of whether you intend children to have access to the premises, for example (but not exclusively) nudity or semi-nudity, films for restricted age groups or the presence of gaming machines.
9. Please list here steps you will take to promote all four licensing objectives together.
10. The application form must be signed.
11. An applicant's agent (for example solicitor) may sign the form on their behalf provided that they have actual authority to do so.
12. Where there is more than one applicant, each of the applicant or their respective agent must sign the application form.
13. This is the address which we shall use to correspond with you about this application.

Consent of individual to being specified as premises supervisor

I ZAHIR KHAN.  
[full name of prospective premises supervisor]

of AI CONVENIENCE ST  
50 HIGH ST EAST  
SUNDERLAND  
SR1 2JU

\_\_\_\_\_

hereby confirm that I give my consent to be specified as the designated premises supervisor in relation to the application for

LIQUOR LICENSE.  
[type of application]

by ZAHIR KHAN.  
[name of applicant]

relating to a premises licence \_\_\_\_\_  
[number of existing licence, if any]

for AI CONVENIENCE ST  
50 HIGH ST EAST  
SUNDERLAND.  
SR1 2JU.

\_\_\_\_\_

[name and address of premises to which the application relates]

and any premises licence to be granted or varied in respect of this application made by

MR ZAHIR KHAN.

[name of applicant]

concerning the supply of alcohol at

A1 CONVENIENCE STORE  
50 HIGH ST EAST  
SUNDERLAND.  
SR1 2JU

[name and address of premises to which application relates]

I also confirm that I am applying for, intend to apply for or currently hold a personal licence, details of which I set out below.

Personal licence number

[insert personal licence number, if any]

Personal licence issuing authority

[insert name and address and telephone number of personal licence issuing authority, if any]

Signed

Z. Khan

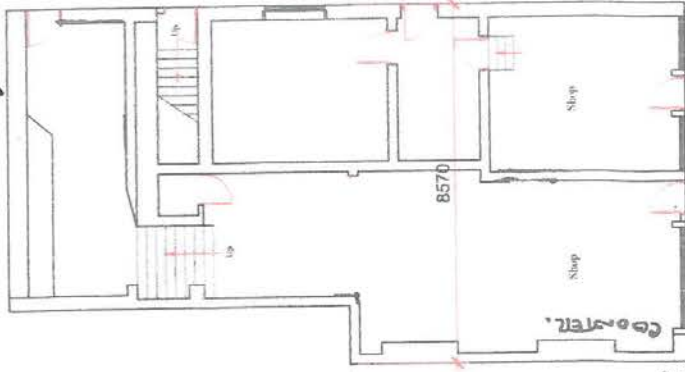
Name (please print)

ZAHIR KHAN.

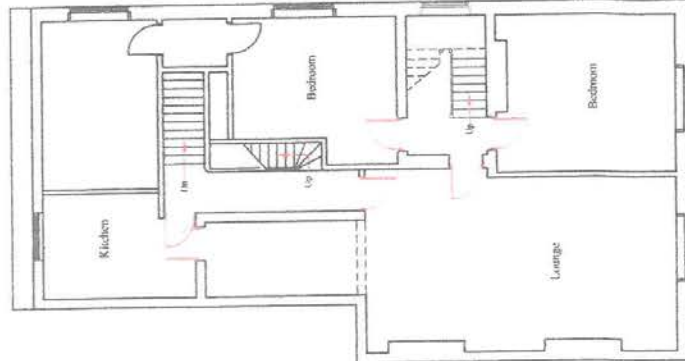
Date

8-09-2014.

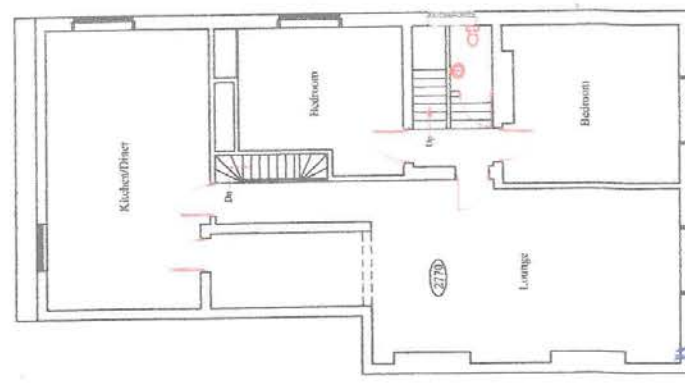
PROPERTY PLAN FOR 50 HIGH ST SUNDERLAND



GROUND FLOOR



1ST FLOOR



2ND FLOOR

50 HIGH ST SUNDERLAND  
 50  
 SUNDERLAND  
 1 CONVENIENCE STORE

ME  
**Malik Enterprises**  
 Architectural Service  
 30, Ashby Drive, Wiggins, Lanchester  
 S.R. 1, S.R. 119  
 T: 0191 276 1111  
 E: info@malikenterprises.co.uk

PROJECT: Renovation to Listed Building.  
 LOCATION: 48 High Street East, Sunderland, SR1 2JU  
 CLIENT: Miss Naama Rahman



# Appendix 2

To: Mr Ernie Humphrey.  
Senior Licencing Officer.  
Office of Chief Executive.  
Street Scene  
Public Protection & Public Regulatory Services.  
Sunderland City Council.  
Civic Center. Burdon Rd.Sunderland.

Thursday 2nd October  
2014.

Dear Sir,

We are writing to object to application for Alcahol Sale Licence made by Al Convenience Store,High St East,East End,Sunderland.

We object because in the East End we have sufficient businesses/Pubs selling alcahol, in a very small vulnerable area.

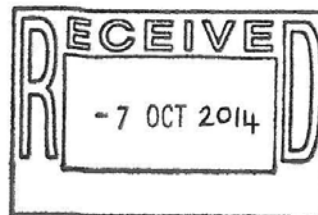
We are also concerned as we have The Salvation Army, Swan House, Accomodation is close to this Store. We are concerned for the Residents living in this accomodation who suffer Social/Personal and Alcahol Problems, who could purchase alcahol from early hours of the morning to evening availability.

This Al Convenient Store has sold alcahol elegally in the past, without the necessary licence.

They have sold alcahol elegally to under - age children, who's parents raised their concerns with the local Police Team.

Al Managers/Owners have shown they would not be reponsible managers/sellers of alcahol as they have shown by their mis - management in the past. They cannot be trusted with such a responsible licence.

Yours Faithfully.



X6

East End Residents Association

Ernie Humphrey  
Senior Licensing Officer  
Office of Chief Executive  
Street Scene Public Protection & Regulatory Services  
Sunderland City Council  
Civic Centre  
Burdon Road  
Sunderland  
SR2 7DN

Friday 3<sup>rd</sup> October 2014

Dear Mr Humphrey,

**Re: Objection to application for alcohol sale license A1. Convenience Store, High Street East, Sunderland.**

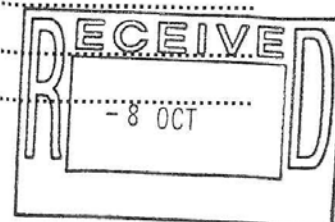
With reference to the above application, I strongly object for the following reasons:

1. A1 Convenience Store, when first opened was selling alcohol to under age children in the East End area.
2. A1 Convenience Store, when first opened was selling alcohol without having the relevant/appropriate licence, we believe the police were involved/informed.
3. A1 Convenience Store was encouraging young people into the store and congregating outside the store in groups which parents complained about, and were very concerned.
4. We do not believe A1 Convenience Store has shown they are a responsible business and would not manage alcohol safeguards appropriately.

Yours Sincerely

Address:

[Redacted address block]



8 October 2014

Mr Zahir Khan  
50 High Street East  
Sunderland  
SR1 2JU

Sunderland Area Command  
Gillbridge Avenue Police Station  
Gillbridge Avenue  
Sunderland  
SR1 3AW

Cc: *Sunderland Council*

Tel: 101  
Fax: 0191 563 6198

RE: Application for a new premises licence, A1 Convenience Store,  
Sunderland

Northumbria Police are in receipt of the above application and wish to object on the grounds of crime and disorder. The premise is situated in Sunderland City Centre Policing Area. Reported crime between March 2014 and August 2014 within the close proximity of the premises is shown in the table below:

Anti-Social Behaviour	Criminal Damage and Arson	Drugs	Shoplifting	Violent Crime and Sexual Offences
<b>434</b>	<b>42</b>	<b>53</b>	<b>60</b>	<b>54</b>

The Police have recently been dealing with issues at the premises and persons working at the premises and believe that it contributes to the high levels of anti-social behaviour in the area.

Information passed to Police suggests that the staff have been selling cigarettes and alcohol to persons under the age of 18 years. When Police Officers have attended the premises alcohol was found hidden beneath the counter (statements to follow).

I submit this report for your consideration.



Sean McKenna  
Chief Inspector  
Sunderland Area Command  
Northumbria Police



**Subject:** FW: New Premise Licence Application

**From:** Cllr Barbara McClennan  
**Sent:** 03 October 2014 09:28  
**To:** Ernie Humphrey  
**Subject:** Re: New Premise Licence Application

Hello Ernie

I wish to object to the application by A1 stores of High St East on the following grounds:

- 1) I feel there is sufficient supply of premises in the area already through a mix of retail outlets, pubs and restaurants etc.
- 2) This premises is situated in close proximity to a number of hostels and HMOs catering for residents who have complex problems including alcohol dependence and misuse. They are receiving support during rehabilitation from a number of agencies and the opening of another liquor store risks negating the impact of that support.
- 3) There will be a real risk of increased public disorder in the area given the likely nature of the customer base attracted to purchase alcohol ie hostel residents and non-residents from outside the city who already frequent the area to access other services including methadone clinic, NERAF, MIND etc. Several hostel operators have sensibly adopted no-alcohol policies with breaches leading to eviction. There is a clear risk of increase the city's homeless figures if we put additional temptation so close to those struggling with alcohol-related issues.
- 4) This is effectively a retrospective application after I and residents alerted authorities of concerns over the illegal selling of alcohol to school children. As such, I do not believe the applicant has demonstrated they are fit and proper people to hold a licence or that they will observe the law. There is a real risk to public order if any such breaches occur (Parents were extremely concerned with the alleged under age alcohol selling and were prepared to take direct action).
- 5) The property now has a reputation among young people for 'selling booze' to them; is on a main route into the city for young people and risks becoming a magnet for those wishing to buy alcohol either themselves or through third parties.
- 6) Police resources are already stretched in this area and an additional outlet for the sale of alcohol would strain those resources even more.
- 7) It is totally unacceptable to be expected to support the sale of drink from 6am in the morning.

Can you advise me what else I can do to put forward my concerns ie make representation to the licensing committee?

Cllr McClennan  
Hendon ward

**From:** Ernie Humphrey  
**Sent:** Thursday, October 02, 2014 10:21 AM  
**To:** Cllr Barbara McClennan  
**Subject:** New Premise Licence Application

# Appendix 2a

WITNESS STATEMENT

(CJ Act 1967, s.9; MC Act 1980, ss.5A(3) (a) and 5B; MC Rules 1981, r.70)

Statement of: Andrew Paul Hutchinson

Age if under 18: Over 18 (if over 18 insert "over 18") Occupation: Police Constable

This statement (consisting of 2 page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated anything in it which I know to be false, or do not believe to be true.

Signature: [Handwritten Signature]

Date: 15th October 2014

Tick if witness is visually recorded  (supply witness details on rear)

I am a uniformed Police Constable employed by Northumbria Police stationed at Gillbridge Police Station, Sunderland. I am currently working as Neighbourhood Beat Manager attached to the Sunderland East Neighbourhood Team, in the area of Sunderland. I have held this role for approximately 8 years. Prior to this position I worked in the Sunderland West Area for 3 years as a reactive 24-7 patrol officer.

My current role includes a wide range of responsibilities the main one of which is the responsibility for a geographical area in Hendon, namely the East End of Hendon. Although this is my area of responsibility I do cover all the areas within the Sunderland East boundaries during my duties.

As a Neighbourhood Police Constable I am the first point of contact for many local residents and businesses who are experiencing a whole range of problems from crime and neighbourly disputes to youth disorder. I liaise with local Community Groups such as Neighbourhood Watch Committees, Community Services, and local Schools as well as providing a high visible Police presence in the area. I also work closely with local agencies such as Sunderland Council, Gentoo, Home Housing, and Private Landlords. By working with the aforementioned partners I become familiar with numerous residents who are residing in premises owned by these agencies and who are behaving in an anti social manner or if they are breaching there tenancy agreements as a result of being involved in criminal activity. Residents also approach Tenancy Enforcement Officers to provide them with the information relating to problems with person/s or properties. If the

Signature: [Handwritten Signature]

Signature witnessed by:

information can be acted on then the agency contact ourselves in an effort to solve the problem/s within the Safer Sunderland Partnership Scheme.

During my time as a Neighbourhood Beat Manager within the Sunderland East Team, I recently had cause to attend A1 Convenience Store, High Street East, Hendon, Sunderland, as there was intelligence to suggest that the staff within were supplying cigarettes and alcohol to underage local youths. This was also highlighted by numerous concerned residents during neighbourhood meetings, and other partner agencies.

I can confirm that both PC 2440 Raistrick and I attended the store on Monday 23rd February 2014, in order to carry out a routine visit/check in relation to the aforementioned intelligence. I can confirm that upon attendance we had cause to speak with a male who I now know to be Habib Naseri DOB 07/12/1992, who stated that he was staff and worked there most of the time. He also stated that he lived above the store, and the owner was a Zahir Khan.

Upon speaking with Naseri he informed us that they did not have a licence to sell alcohol, but I can confirm that under the counter was small bottles of Vodka, 1L bottles of cheap cider, and 1L bottles of Bellabrusco. When asked why they had them under the counter he could give no reason. He was advised/warned accordingly regarding this, and was informed to remove from within the sight of customers.

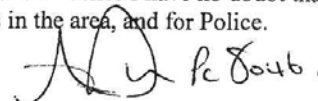
I would like to confirm that if A1 Convenience Stores, was granted a Licence then this would have a detrimental effect with regards to the local residents having a quality of life, due to the following reasons ;

- 1) There is sufficient premises in the area that already provide alcohol.
- 2) The store is situated in close proximity to a number of Hostels and Multiple Occupancy accommodation which catering for residents who have complex problems like Alcohol Dependency and Drug Misuse. They are receiving support during rehabilitation from a number of agencies, and another licensed store would impact on that support.
- 3) There would be a increase in Anti Social Behaviour, which would also result in a increase in Crime related incidents due to the alcohol being consumed in the area. And the fact that the main customers attracted to purchase alcohol will be Hostel Residents and Non-residents from outside the area who frequent the area to access other services including methadone clinics. A further increase in numbers to the store would be local youths, whom some are already frequenting as previously mentioned.
- 4) As previously stated they have shown a complete disregard to the law by storing and then serving alcohol and also selling cigarettes to underage children, although they have never been convicted of this there has been numerous amounts of intelligence to suggest they were. If given a alcohol Licence I have no doubt that they will sell alcohol to underage youths, which will result in further issues in the area, and for Police.

Signature:



Signature witnessed by:



2004/05 (1)

PTO



# Appendix 3

DATED 7<sup>TH</sup> SEPTEMBER 2014

SHOP LEASE

RELATED TO

**50 HIGH STREET EAST SUNDERLAND SR1 2JU**

**BETWEEN**

**ROOH BIBI AND NAIMA SADIQ (THE LANDLORD)**

**9 MORLEY ROAD LEICESTER LE5 3HP**

**MR MOHAMMAD ZAHIR KHAN**

**11 COLLAGE ROAD ALUM ROCK BIRMINGHAM**

of him not complying with any of the legal liabilities, solely, he will be responsible for all the consequences. His negligence (if any) must not affect the independent status of the landlord under any circumstances.

**1954 Act:** Landlord and Tenant Act 1954.

A reference to this lease, except a reference to the date of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

- 1.2 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease.
- 1.3 Unless the context otherwise requires, references to the **Building** and the **Property** are to the whole and any part of it.
- 1.4 A reference to the **end of the Term** is to the end of the Term however it ends.
- 1.5 Unless otherwise specified, a reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it.
- 1.6 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

## 2. GRANT

- 2.1 The Landlord lets the Property to the Tenant for the Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to all rights, restrictions and covenants affecting the Building.
- 2.3 The grant is made with the Tenant paying to the Landlord as rent, the Rent and all VAT in respect of it, (if applicable) and all other sums due under this lease.
- 2.4 If the Tenant wishes to determine this lease he may do so after the expiry of initial four years by serving on the Landlord at any time during the Term six month's prior written notice of such wish and provided that both on the date such notice is served and on the date of determination specified in such notice the Tenant has paid all Rent and other sums due under this lease and has complied with all other obligations in this lease then this lease shall determine on the date specified in such notice but without prejudice to the rights of the Landlord in respect of any antecedent breaches (the tenant has to meet his obligations within legal framework) of the Tenant's obligations in this lease.

3. **ANCILLARY RIGHTS**

- 3.1 The Landlord grants the Tenant the right in common with the Landlord and any other person authorised by the Landlord to use any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease (the **Right**).
- 3.2 In relation to the Right, the Landlord may, at its discretion, re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.
- 3.3 The Tenant shall exercise the Right:
- (a) only in connection with its use of the Property for the Permitted Use, and in a manner that is consistent with its obligations in clause 11.4; and
  - (b) in accordance with all relevant laws.
- 3.4 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over any other part of the Building or any other property nor is to be taken to show that the Tenant may have any right over any other part of the Building or any other property, and section 62 of the Law of Property Act 1925 does not apply to this lease.
- 3.5 Immediately after the end of the Term (and notwithstanding that the term has ended), the Tenant shall make an application to remove all entries on the Landlord's title relating to the easements granted by this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

4. **RIGHTS EXCEPTED AND RESERVED**

- 4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**):
- (a) rights of light, air, support and protection as those rights are capable of being enjoyed at any time during the Term;
  - (b) the right to use and to connect into Service Media at, but not forming part of, the Property; the right to install and construct Service Media at the Property to serve any part of the Building or any other property (whether or not such Service Media also serve the Property) and to connect into and use such Service Media; and the right to re-route any Service Media mentioned in this paragraph;
  - (c) the right to enter the Property for any purpose mentioned in this lease or connected with it or with the Landlord's interest in the Building or any other property or to carry out any works to any other part of the Building, at any

reasonable time after having given reasonable notice to the Tenant (and the notice need not be in writing and need not be given in the case of an emergency); Upon Landlord wishing to inspect the property, he may do so with 24/48 hour prior notice to the tenant at any reasonable time convenient to both the parties. In case of any emergency (fire or water pipe busting etc) it evidently appears to be dangerous for the property, Landlord or his agent has the right to enter the property and carry out the work required at any time.

4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them and by anyone authorised by the Landlord.

4.3 The Landlord shall not be liable for any loss or inconvenience to the Tenant by reason of the exercise of any of the Reservations (other than any loss or inconvenience in respect of which the law prevents the Landlord excluding liability).

#### 5. THE RENT AND OTHER PAYMENTS

5.1 The Tenant shall pay the Rent and any VAT (if applicable) in respect of the property thereof on the first day of each month after three months Rent Free Period.

5.2 On the Review Date the Rent shall be varied to the greater of the Rent due before the Review Date and the sum the Property might reasonably be expected to be let in the open market at the Review Date making the Assumptions but disregarding the Disregards.

(a) The Assumptions means

- (i) The assumption that no work has been carried out on the Property during the Term by the Tenant, his subtenants or their predecessors in title that has diminished the rental value of the Property
- (ii) The assumption that if the Property has been destroyed or damaged it has been fully rebuilt or reinstated
- (iii) The assumption that the covenants contained in this lease on the part of the Tenant have been fully performed and observed
- (iv) The assumption that the Property is available to let by a willing landlord to a willing tenant in the open market by one lease ('the Hypothetical Lease') without a premium being paid by either party and with vacant possession
- (v) the assumption that the Property has already been fitted out and equipped by and at the expense of the incoming tenant so that they are capable of being used by the incoming tenant from the beginning of the Hypothetical Lease for all purposes required by the incoming tenant that would be permitted under this lease

- (vi) The assumption that the Hypothetical Lease contains the same terms as this lease, except the amount of the Rent and any rent-free period allowed to the Tenant for fitting out the Property for his occupation and use at the commencement of the Term, but including the provisions for rent review on the Review Date
- (vii) The assumption that the term of the Hypothetical Lease is equal in length to the Term remaining unexpired at the Review Date and that such term begins on the Review Date, that the rent commences to be payable on that date, and that the years during which the tenant covenants to decorate the Property are at the same intervals after the beginning of the term of the Hypothetical Lease as those specified in this lease
- (viii) The assumption that every prospective willing landlord and willing tenant is able to recover VAT in full

(b) The Disregards means

- (i) Disregard of any effect on rent of the fact that the Tenant, his subtenants, or their predecessors in title or any lawful occupier have been in occupation of the Property
- (ii) Disregard of any goodwill attached to the Property because the business of the Tenant, his subtenants, or their predecessors in title in their respective businesses is or was carried on there
- (iii) Disregard of any increase in rental value of the Property attributable at the Review Date to any improvement to the Property carried out, with consent where required, otherwise than in pursuance of an obligation to the Landlord or his predecessors in title by the Tenant, his subtenants, or their predecessors in title or any lawful occupier during the Term or during any period of occupation before the Term
- (iv) Disregard of the taxable status of the Landlord or the Tenant for the purpose of VAT

5.3 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property internally. If any such costs are charged in respect of the Property externally together with or without the other property (including the remainder or any other part of the Building), the Landlord will meet all the costs thereof total.

5.4 The Tenant shall pay all rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes (other than VAT and insurance premium tax) payable by the Landlord by reason of the receipt of any of the rents due under this lease.

If any such rates, taxes or other impositions are payable in respect of the Property together with other property (including the remainder or any other part of the Building) the Tenant shall pay a fair proportion (determined conclusively by the Landlord) of the total.

- 5.5 All sums payable by the Tenant are exclusive of any VAT that may be chargeable and the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease. Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it.
- 5.6 The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the Term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease.
- 5.7 If any Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Interest Rate on that amount for the period from the due date to and including the date of payment.
- 5.8 The Rent and all other money due under this lease are to be paid by the Tenant without deduction, counterclaim or set-off.

## 6. INSURANCE

- 6.1 The Landlord shall keep the Building (other than any plate glass or window glass) insured against loss or damage by fire and such other risks as the Landlord considers it prudent to insure against, provided that such insurance is available in the market on reasonable terms acceptable to the Landlord. The Landlord shall inform the Tenant of relevant terms of its insurance policy.
- 6.2 If the Building is damaged or destroyed by a risk against which the Landlord has insured so as to make the Property unfit for occupation and use, and the Landlord has not repaired the Building so as to make the Property fit for occupation and use within 3 months of it having been damaged or destroyed, then the Landlord may determine this lease by giving notice to the Tenant.
- 6.3 If this lease is terminated pursuant to this clause, then the termination shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease.
- 6.4 Nothing in this clause shall oblige the Landlord to repair the Building.

6.5 The tenant will sign the lease upon thorough examination of the building thereof. If there is any damage, structural fault or any other problems for which the landlord is not aware of or not responsible, the tenant will notify the landlord within 48 hours after signing the lease. The landlord will repair such fault at his expense (if there are any). After the expiry of 48 hours, after signing the lease, the tenant will be responsible to repair such damages at his own expense.

**7. PROHIBITION OF DEALINGS**

The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except by reason only of joint legal ownership), nor grant any right or licence over the Property in favour of any third party.

**8. REPAIRS AND DECORATION**

8.1 The Tenant shall keep the Property in good condition and substantial repair and clean and tidy, including cleaning the inside and outside of the windows at the Property except in respect of any disrepair which results from any risk against which the Landlord has insured (provided that the Tenant, or any person at the Building with the actual or implied authority of the Tenant, has not vitiated the Landlord's insurance policy).

8.2 The Tenant shall replace any Landlord's fixtures and fittings that become damaged and any plate glass or other window glass that becomes cracked or broken.

8.3 The Tenant shall decorate the Property and replace the floor coverings in the last three months before the end of the Term to the satisfaction of the Landlord and using materials and neutral colours.

**9. ALTERATIONS AND SIGNS**

9.1 The Tenant shall not make any alteration to the structure of the property (including any Service Media forming part of the Property)

9.2 The Tenant shall not attach any sign, poster or advertisement to the Property so as to be seen from the outside of the Building, other than:

(a) a shop fascia of a design and size approved by the Landlord; and the tenant may improve and redecorate the property as the business requires to attract the business and customers

(b) such trade posters, notices and advertisements of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.



**10. TENANT TO REMEDY BREACHES**

The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

**11. USE**

11.1 The Tenant shall not use the Property for any purpose except the Permitted Use.

11.2 The Tenant shall not leave any refuse on any street or pavement outside the Property except at such times and in such manner as accord with the arrangements for the collection of refuse from the Property by the local authority.

11.3 The Tenant shall load and unload goods only at such times as accord with any bylaws or parking restrictions imposed by the local authority.

11.4 The Tenant shall not use the Property, nor exercise the Rights:

- (a) for any illegal purpose; nor
- (b) for any purpose or in a manner that would cause any loss, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building or any owner or occupier of any other property; nor
- (c) in any way that would vitiate the Landlord's insurance of the Building; nor
- (d) in a manner that interferes with any right subject to which this lease is granted.

11.5 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.

**12. COMPLIANCE WITH LAWS**

The Tenant shall comply with all laws relating to the Property and the occupation and use of the Property by the Tenant, to the use of all Service Media and machinery and equipment at or serving the Property, and to all materials kept at or disposed from the Property.

**13. RETURNING THE PROPERTY TO THE LANDLORD**

13.1 At the end of the Term the Tenant shall return the Property to the Landlord in the condition required by this lease and shall remove from the Property all stock and chattels belonging to or used by it.

13.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any stock, chattels, fittings or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the Term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

**14. INDEMNITY**

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss arising from any breach of any tenant covenant in this lease, or from any act or omission of the Tenant or any person on the Property or the Building with its actual or implied authority.

**15. LANDLORD'S COVENANT FOR QUIET ENJOYMENT**

The Landlord covenants with the Tenant that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any lawful interruption by the Landlord or any person claiming under the Landlord.

**16. CONDITION FOR RE-ENTRY**

16.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not; or
- (b) any breach of any condition or tenant covenant of this lease.

16.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease. Liability

16.3 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

16.4 The obligations of the Tenant arising by virtue of this lease are joint and several obligations.

**17. NOTICES**

17.1 Except in a case of emergency, any notice given pursuant to this lease shall, unless otherwise stated, be in writing, and writing includes faxes but does not include email.

17.2 Within five working days after receipt of any notice or other communication affecting the Property or the Building the Tenant shall send a copy of the relevant document to the Landlord.

**18. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS**

18.1 This lease constitutes the entire agreement and understanding of the Landlord and the Tenant relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement or understanding between them relating to it.

18.2 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

18.3 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

**19. MISCELLANEOUS**

19.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act, applying to the tenancy created by this lease, [not less than 14 days] before this lease was entered into;
- (b) the Tenant made a [statutory] declaration dated 20<sup>th</sup> of April, 2009 in accordance with the requirements of section 38A(3)(b) of the 1954 Act ; and
- (c) there is no agreement for lease to which this lease gives effect.

19.2 A person who is not a party to this lease shall not have any rights under or in connection with this lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

19.3 This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed on

BY NAIMA SAAD

7-sep-14

*(Signature)*

in the presence of:

Witness signature

*Ali Khan*

Witness name

*Ali Khan*

Witness address

*57 Beacon Hill  
Leicester*

Executed as a deed on

BY MUHAMMED ZAKIR KHAN

7-sep-14

*M. Z. Khan*

in the presence of:

Witness signature

*MUHAMMAD KAMRAN ADIL*

Witness name

*MUHAMMAD KAMRAN ADIL*

Witness address

*6 Saxby Street  
Leicester*

DATED 1ST OF DECEMBER 2013

.....

SHOP LEASE

RELATED TO

50 HIGH STREET EAST SUNDERLAND SR1 2JU

BETWEEN

ROOH BIBI AND NAIMA SADIQ (THE LANDLORD)

9 MORLEY ROAD LEICESTER LE5 3HB

ASHRAF NASERI (THE TANENT)

2 MARINA ROAD LEICESTER

LE5 5NG

PARTIES

(1) MRS ROOM B/DI & NAIMA SADIQ 9 MORLEY ROAD LEICESTER  
LES 3HP

(The Landlord).

(2)

(The TENANT). MR ASHRAF NASERI 2 MARINA ROAD  
Leicester LES 5HG

(3) 50 High Street east Sunderland SR1 2JU (The Property)

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

**Building:** whole building of 50 High Street east Sunderland SR1 2JU

**Interest Rate:** 4% points above the base rate of National Westminster Bank plc.  
This clause would be ineffective provided the due rent is paid in advance and on time.

**Property:** the whole Building but excluding all Service Media which are within that area but which do not serve it exclusively.

**Rent Review Date:** first Rent Review to take place at the 4th anniversary of the commencement of the term (as the case may apply).

**Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewerage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**Rent:** rent at the rate of £3100+ VAT (if applicable) per year reviewed in accordance with the terms of this lease.

**DEPOSIT:** NO DEPOSIT has been taken.

**Term:** a term of 4 years beginning on, and including the date of this lease.

**VAT:** N/A (VAT is not applicable neither on rent nor on Insurance premium to be paid on monthly basis as agreed between the parties).

**Rent Free Period:** NIL.

**Business Rates & Utilities:** further added that the tenants will be responsible to pay the Business Rates to the local council and utilities consumed at the premises from the date of the release of the keys to the tenants 1 December 2013

**Break Clause:** First Break Clause at the end of one year. the tenant can vacate the premises with 6-months prior notice served in writing upon the Landlord any time (if the tenant wishes so) after the expiry of the initial term of one year.

**Insurance:** the tenant would be liable to pay 100% of the Building Insurance upon the commencement of the lease. In addition to that the tenant would arrange his contents and Public Indemnity Insurance to cover himself and his belongings. In case

of him not complying with any of the legal liabilities, solely, he will be responsible for all the consequences. His negligence (if any) must not affect the independent status of the landlord under any circumstances.

**1954 Act:** Landlord and Tenant Act 1954.

A reference to this **lease**, except a reference to the date of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

- 1.2 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease.
- 1.3 Unless the context otherwise requires, references to the **Building** and the **Property** are to the whole and any part of it.
- 1.4 A reference to the **end of the Term** is to the end of the Term however it ends.
- 1.5 Unless otherwise specified, a reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it.
- 1.6 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

## 2. GRANT

- 2.1 The Landlord lets the Property to the Tenant for the Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to all rights, restrictions and covenants affecting the Building.
- 2.3 The grant is made with the Tenant paying to the Landlord as rent, the Rent and all VAT in respect of it, (if applicable) and all other sums due under this lease.
- 2.4 If the Tenant wishes to determine this lease he may do so after the expiry of initial four years by serving on the Landlord at any time during the Term six month's prior written notice of such wish and provided that both on the date such notice is served and on the date of determination specified in such notice the Tenant has paid all Rent and other sums due under this lease and has complied with all other obligations in this lease then this lease shall determine on the date specified in such notice but without prejudice to the rights of the Landlord in respect of any antecedent breaches (the tenant has to meet his obligations within legal framework) of the Tenant's obligations in this lease.

3. **ANCILLARY RIGHTS**

3.1 The Landlord grants the Tenant the right in common with the Landlord and any other person authorised by the Landlord to use any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease (the **Right**).

3.2 In relation to the Right, the Landlord may, at its discretion, re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.

3.3 The Tenant shall exercise the Right:

- (a) only in connection with its use of the Property for the Permitted Use, and in a manner that is consistent with its obligations in clause 11.4; and
- (b) in accordance with all relevant laws.

3.4 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over any other part of the Building or any other property nor is to be taken to show that the Tenant may have any right over any other part of the Building or any other property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

3.5 Immediately after the end of the Term (and notwithstanding that the term has ended), the Tenant shall make an application to remove all entries on the Landlord's title relating to the easements granted by this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

4. **RIGHTS EXCEPTED AND RESERVED**

4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**):

- (a) rights of light, air, support and protection as those rights are capable of being enjoyed at any time during the Term;
- (b) the right to use and to connect into Service Media at, but not forming part of, the Property; the right to install and construct Service Media at the Property to serve any part of the Building or any other property (whether or not such Service Media also serve the Property) and to connect into and use such Service Media; and the right to re-route any Service Media mentioned in this paragraph;
- (c) the right to enter the Property for any purpose mentioned in this lease or connected with it or with the Landlord's interest in the Building or any other property or to carry out any works to any other part of the Building, at any



reasonable time after having given reasonable notice to the Tenant (and the notice need not be in writing and need not be given in the case of an emergency); Upon Landlord wishing to inspect the property, he may do so with 24/48 hour prior notice to the tenant at any reasonable time convenient to both the parties. In case of any emergency (fire or water pipe busting etc) if evidently appears to be dangerous for the property, Landlord or his agent has the right to enter the property and carry out the work required at any time.

4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them and by anyone authorised by the Landlord.

4.3 The Landlord shall not be liable for any loss or inconvenience to the Tenant by reason of the exercise of any of the Reservations (other than any loss or inconvenience in respect of which the law prevents the Landlord excluding liability).

#### 5. THE RENT AND OTHER PAYMENTS

5.1 The Tenant shall pay the Rent and any VAT (if applicable) in respect of the property thereof on the first day of each month after three months Rent Free Period.

5.2 On the Review Date the Rent shall be varied to the greater of the Rent due before the Review Date and the sum the Property might reasonably be expected to be let in the open market at the Review Date making the Assumptions but disregarding the Disregards.

(a) The Assumptions means

- (i) The assumption that no work has been carried out on the Property during the Term by the Tenant, his subtenants or their predecessors in title that has diminished the rental value of the Property
- (ii) The assumption that if the Property has been destroyed or damaged it has been fully rebuilt or reinstated
- (iii) The assumption that the covenants contained in this lease on the part of the Tenant have been fully performed and observed
- (iv) The assumption that the Property is available to let by a willing landlord to a willing tenant in the open market by one lease ("the Hypothetical Lease") without a premium being paid by either party and with vacant possession
- (v) the assumption that the Property has already been fitted out and equipped by and at the expense of the incoming tenant so that they are capable of being used by the incoming tenant from the beginning of the Hypothetical Lease for all purposes required by the incoming tenant that would be permitted under this lease

- (vi) The assumption that the Hypothetical Lease contains the same terms as this lease, except the amount of the Rent and any rent-free period allowed to the Tenant for fitting out the Property for his occupation and use at the commencement of the Term, but including the provisions for rent review on the Review Date
- (vii) The assumption that the term of the Hypothetical Lease is equal in length to the Term remaining unexpired at the Review Date and that such term begins on the Review Date, that the rent commences to be payable on that date, and that the years during which the tenant covenants to decorate the Property are at the same intervals after the beginning of the term of the Hypothetical Lease as those specified in this lease
- (viii) The assumption that every prospective willing landlord and willing tenant is able to recover VAT in full

(b) The Disregards means

- (i) Disregard of any effect on rent of the fact that the Tenant, his subtenants, or their predecessors in title or any lawful occupier have been in occupation of the Property
- (ii) Disregard of any goodwill attached to the Property because the business of the Tenant, his subtenants, or their predecessors in title in their respective businesses is or was carried on there
- (iii) Disregard of any increase in rental value of the Property attributable at the Review Date to any improvement to the Property carried out, with consent where required, otherwise than in pursuance of an obligation to the Landlord or his predecessors in title by the Tenant, his subtenants, or their predecessors in title or any lawful occupier during the Term or during any period of occupation before the Term
- (iv) Disregard of the taxable status of the Landlord or the Tenant for the purpose of VAT

5.3 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property internally. If any such costs are charged in respect of the Property externally together with or without the other property (including the remainder or any other part of the Building), the Landlord will meet all the costs thereof total.

5.4 The Tenant shall pay all rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes (other than VAT and insurance premium tax) payable by the Landlord by reason of the receipt of any of the rents due under this lease.

If any such rates, taxes or other impositions are payable in respect of the Property together with other property (including the remainder or any other part of the Building) the Tenant shall pay a fair proportion (determined conclusively by the Landlord) of the total.

- 5.5 All sums payable by the Tenant are exclusive of any VAT that may be chargeable and the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease. Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it.
- 5.6 The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the Term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease.
- 5.7 If any Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Interest Rate on that amount for the period from the due date to and including the date of payment.
- 5.8 The Rent and all other money due under this lease are to be paid by the Tenant without deduction, counterclaim or set-off.

## 6. INSURANCE

- 6.1 The Landlord shall keep the Building (other than any plate glass or window glass) insured against loss or damage by fire and such other risks as the Landlord considers it prudent to insure against, provided that such insurance is available in the market on reasonable terms acceptable to the Landlord. The Landlord shall inform the Tenant of relevant terms of its insurance policy.
- 6.2 If the Building is damaged or destroyed by a risk against which the Landlord has insured so as to make the Property unfit for occupation and use, and the Landlord has not repaired the Building so as to make the Property fit for occupation and use within 3 months of it having been damaged or destroyed, then the Landlord may determine this lease by giving notice to the Tenant.
- 6.3 If this lease is terminated pursuant to this clause, then the termination shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease.
- 6.4 Nothing in this clause shall oblige the Landlord to repair the Building.

6.5 The tenant will sign the lease upon thorough examination of the building thereof. If there is any damage, structural fault or any other problems for which the landlord is not aware of or not responsible, the tenant will notify the landlord within 48 hours after signing the lease. The landlord will repair such fault at his expense (if there are any). After the expiry of 48 hours, after signing the lease, the tenant will be responsible to repair such damages at his own expense.

7. **PROHIBITION OF DEALINGS**

The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except by reason only of joint legal ownership), nor grant any right or licence over the Property in favour of any third party.

8. **REPAIRS AND DECORATION**

8.1 The Tenant shall keep the Property in good condition and substantial repair and clean and tidy, including cleaning the inside and outside of the windows at the Property except in respect of any disrepair which results from any risk against which the Landlord has insured (provided that the Tenant, or any person at the Building with the actual or implied authority of the Tenant, has not vitiated the Landlord's insurance policy).

8.2 The Tenant shall replace any Landlord's fixtures and fittings that become damaged and any plate glass or other window glass that becomes cracked or broken.

8.3 The Tenant shall decorate the Property and replace the floor coverings in the last three months before the end of the Term to the satisfaction of the Landlord and using materials and neutral colours.

9. **ALTERATIONS AND SIGNS**

9.1 The Tenant shall not make any alteration to the structure of the property (including any Service Media forming part of the Property)

9.2 The Tenant shall not attach any sign, poster or advertisement to the Property so as to be seen from the outside of the Building, other than:

(a) a shop fascia of a design and size approved by the Landlord; and the tenant may improve and redecorate the property as the business requires to attract the business and customers

(b) such trade posters, notices and advertisements of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.

**10. TENANT TO REMEDY BREACHES**

The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

**11. USE**

11.1 The Tenant shall not use the Property for any purpose except the Permitted Use.

11.2 The Tenant shall not leave any refuse on any street or pavement outside the Property except at such times and in such manner as accord with the arrangements for the collection of refuse from the Property by the local authority.

11.3 The Tenant shall load and unload goods only at such times as accord with any bylaws or parking restrictions imposed by the local authority.

11.4 The Tenant shall not use the Property, nor exercise the Rights:

- (a) for any illegal purpose; nor
- (b) for any purpose or in a manner that would cause any loss, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building or any owner or occupier of any other property; nor
- (c) in any way that would vitiate the Landlord's insurance of the Building; nor
- (d) in a manner that interferes with any right subject to which this lease is granted.

11.5 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.

**12. COMPLIANCE WITH LAWS**

The Tenant shall comply with all laws relating to the Property and the occupation and use of the Property by the Tenant, to the use of all Service Media and machinery and equipment at or serving the Property, and to all materials kept at or disposed from the Property.

**13. RETURNING THE PROPERTY TO THE LANDLORD**

13.1 At the end of the Term the Tenant shall return the Property to the Landlord in the condition required by this lease and shall remove from the Property all stock and chattels belonging to or used by it.

13.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any stock, chattels, fittings or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the Term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

**14. INDEMNITY**

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss arising from any breach of any tenant covenant in this lease, or from any act or omission of the Tenant or any person on the Property or the Building with its actual or implied authority.

**15. LANDLORD'S COVENANT FOR QUIET ENJOYMENT**

The Landlord covenants with the Tenant that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any lawful interruption by the Landlord or any person claiming under the Landlord.

**16. CONDITION FOR RE-ENTRY**

16.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not; or
- (b) any breach of any condition or tenant covenant of this lease.

16.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease. Liability

16.3 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

16.4 The obligations of the Tenant arising by virtue of this lease are joint and several obligations.

**17. NOTICES**

\* 17.1 Except in a case of emergency, any notice given pursuant to this lease shall, unless otherwise stated, be in writing, and writing includes faxes but does not include email.

17.2 Within five working days after receipt of any notice or other communication affecting the Property or the Building the Tenant shall send a copy of the relevant document to the Landlord.

**18. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS**

18.1 This lease constitutes the entire agreement and understanding of the Landlord and the Tenant relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement or understanding between them relating to it.

18.2 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

18.3 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

**19. MISCELLANEOUS**

19.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act, applying to the tenancy created by this lease, [not less than 14 days] before this lease was entered into;
- (b) the Tenant made a [statutory] declaration dated 20<sup>th</sup> of April, 2009 in accordance with the requirements of section 38A(3)(b) of the 1954 Act; and
- (c) there is no agreement for lease to which this lease gives effect.

19.2 A person who is not a party to this lease shall not have any rights under or in connection with this lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

19.3 This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

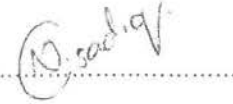
The landlord is agree not to take rent for the first 16 months so the tenant can repair the roof water damage area at rear of the shop and to replace the doors.

Executed as a deed on

1<sup>st</sup> OF DECEMBER, 2013

BY

**MRS, ROOH BIBI AND NAIMA SADIQ**



In the presence of:

Witness signature



Witness name

Ali Khan

Witness address

21 Bakewell Street  
Leicester

Executed as a deed on

1<sup>st</sup> OF DECEMBER, 2013

By

**ASHREF NASERI**



In the presence of:

Witness signature



Witness name

M. Z. KHAN

Witness address

11. COLLEGE RD.  
ALUM ROCK  
BHAM.