

Dear Councillor

PUBLIC PROTECTION SUB-COMMITTEE - TUESDAY, 25TH MAY, 2021

Please find attached additional information for Tuesday, 25th May, 2021 meeting of the Public Protection Sub-Committee, which were received after the agenda had been despatched.

Agenda No Item

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| 4 | <u>APPLICATION TO TRANSFER A SEXUAL ENTERTAINMENT VENUE LICENCE (Pages 1 - 6)</u> |
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WITNESS STATEMENT OF DAVID MOSELEY

1. My name is David Moseley and I am the director of Pool Construction Ltd. I make this statement in support of the application made for a transfer of the SEV Licence for Eden One, 15-17 Queen Street, Blackpool, FY1 1PE; and in response to the representation received against this.

Background

2. I would firstly wish to give the Committee some background in relation to me, the premises and my relationship with Mr Newton of AA Recreation who has made the representation against this application.
3. I own the freehold of the building in which Eden One is (and has long been) located.
4. I have never operated the premises as Eden One, or indeed as an SEV at all. For the last 11 years, I have leased the premises to tenants who manage and operate the business. This arrangement has never caused any problems, I've always vetted my tenants carefully and they've always operated it well.
5. I had one particular tenant who traded Eden One for a number of years until 2020 when their lease came to an end.
6. As this lease came to an end, I was approached by Mr Newton who wanted to take a lease of the premises and continue to trade it as an SEV. Unbeknownst to me, Mr Newton also entered into discussion directly with my former tenant to obtain a consent to transfer from them in respect of the SEV licence, and subsequently took a transfer of it.
7. This was not a problem at the time, as I was keen to grant a lease to Mr Newton and so far as I was aware he was keen to take one.

8. However, unfortunately, our negotiations with regards to this lease were not fruitful. There were certain commercial terms which from my point of view had to be included within any lease I was to grant, in order to protect my position. Mr Newton was not willing to accept some of these terms and as a result he walked away from the lease negotiations. I have no personal problems whatsoever with him having done this, if the lease would not have been a desirable arrangement for him there was no obligation on him to enter into it. However, Mr Newton appears to be aggrieved that I would not agree to a lease without the terms being acceptable to him.
9. As such, unfortunately it appears that the relationship has become rather acrimonious.
10. However, I wish to make it clear that whilst Mr Newton's company holds the SEV licence currently because he had a prospective interest in the property during the lease negotiations, Mr Newton does not have (nor has he ever had) any legal interest in or right of occupation in respect of the premises which would allow him in practice to trade under this SEV. I am the legal owner of the building.

Representation

11. I provide this background in order to give the Committee some context as to why Mr Newton's company currently holds the licence, pending the outcome of this transfer application, and hopefully to shed some light on why the representation against it has been made.
12. Mr Newton has made a number of allegations against me within the representation, which are spurious and do not merit detailed examination.
13. However, I would make a couple of brief points in relation to these comments.
14. Strangely, Mr Newton makes reference to my operation in an entirely unrelated business. I own this building which houses a licensed premises, but I have also been in the health and social care business for over 40 years. Mr Newton mentions a fine for a fire safety issue in one of my premises some 9 years ago. That fine was issued by a Magistrates Court and was overturned later the same year.
15. I cannot comment on the other incident he mentions because this is the subject of ongoing proceedings.

16. Secondly, Mr Newton mentions two review applications, the outcome of which was that addition conditions were added to the premises licence for the site. Unfortunately, there was a strained relationship with the Licensing Sergeant involved at the time, in relation to which we received an apology from the Chief of Police at the time in respect of her conduct.
17. However, following the stress of these proceedings, I decided that I no longer wished to be directly involved in the running of licensed premises. As I have said above, from then on I leased the premises to operator tenants. I would highlight that those tenants, under me as landlord and subject to my lease, have traded the premises for this time without any issues, and have had their SEV licence renewed year on year.
18. Indeed, one of the provisions that I was insistent must be included in the lease to Mr Newton was an obligation to adhere to all provisions, conditions and restrictions of the SEV licence. I insist on this in any leases I grant to ensure that the premises I own are well operated. It is notable that this was a key point that Mr Newton would not agree to during our negotiations.

Application and Proposal

19. As such, Mr Newton's attempt to discredit my character seems a rather sad and absurd one.
20. He also attempts to suggest that I should not be granted this transfer because I don't have relevant experience running as SEV. I do not claim, nor have I ever claimed, to have this. However, I will not personally be running this premises on a day to day basis.
21. I have not been doing so for the past 11 years and it has operated perfectly well during that time. What I will be doing is what I have always done – ensuring that my tenants are obliged to trade responsibly and in accordance with all requirements of Blackpool Council, and retaining oversight so that I know that this continues to be the case.
22. However, in this instance, I have applied for the SEV to be transferred into my company's name as a result of the turmoil that has been caused by the transfer of the licence from my former tenants to Mr Newton. The fact that I have not had control of

this licence has lead me to a position where someone who has no legal right or interest in respect of my property holds a valuable licence in respect of it, and is attempting through these proceedings to keep it and retain it.

23. As such, going forward I will hold the licence to maintain overall control, and I understand that this means that I will take overall responsibility for what goes on under the licence. I'm comfortable with that provided that, from a practical perspective, my tenant signs up to obligations in their lease requiring them to adhere to the licence and trade responsibly in all respects. No lease will therefore be granted without these provisions.
24. I am currently in conversation with a potential tenant for the premises who intends to operate it as an SEV going forward. I cannot say that this individual is a tenant as yet, because this individual needs the reassurance that this SEV is in place and held by me before they can proceed formally to take a lease.
25. However, I am happy to confirm who my intended tenant is and what they propose to do at the premises. His name is Rafael Marcin Souski.
26. Mr Souski will be a familiar name to your Licensing Team. He has worked in the hospitality industry within Blackpool for several years, and has managed and run bars, restaurants and hotels in the town since 2009.
27. At present he operates four large hotels and two bars in Blackpool; as well as recently opened Shadow Bar.
28. He has an excellent track record, with no history of enforcement action at any of his premises. Your responsible authorities are often very complimentary of the way in which his premises run.
29. Mr Souski will be partnering with another individual who will be familiar to your Licensing Team, Mr Arkadiusz Marczak. Mr Marczak has over a decade of experience working as security within the hospitality industry and again has an impeccable record for his operation of licensed premises.
30. These individuals have not owned/run their own SEV before, but have worked in them and have significant experience in the hospitality industry. They fully

understand how these premises should be run and have the skills and experience to deliver this.

31. They intend to trade the premises as a high end bar and gentlemen's club, and assuming this transfer is granted so that they have the comfort of this licence, will look to refurbish and rebrand the premises, whilst ensuring that all conditions attached to the SEV licence are adhered to (as well as any further conditions that the Committee may deem necessary).
32. They will implement all necessary policies and procedures to ensure that the premises trades smoothly as an SEV, as has long been the case with Eden One, whilst elevating the surroundings and the experience for customers.
33. As such, whilst I will not be responsible for the day to day running of the premises, I am happy that there will be an ownership and management structure in place which will ensure that the premises will trade entirely as it should.
34. Mr Souski will attend before you at Tuesday's hearing should you have any queries of him in relation to these proposals.

Conclusion

35. However, I would emphasise again that I understand that by granting this transfer I will take ultimate responsibility for the operation of the SEV at this premises.
36. I am absolutely qualified and able to do that in my capacity as Landlord. I will simply do this by ensuring that my tenant(s) is someone with the necessary practical experience to operate the premises responsibly. I will also ensure that they are obliged to do so, and take swift action to enforce these obligations should this ever become necessary.

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