

# Blackpool Council

6 April 2018

To: Councillors Humphreys, Hutton and Ryan

The above members are requested to attend the:

## LICENSING PANEL

Monday, 16 April 2018 at 2.00 pm  
in Committee Room A, Town Hall, Blackpool

## A G E N D A

### 1 APPOINTMENT OF CHAIRMAN

To appoint a Chairman for the meeting.

### 2 DECLARATION OF INTEREST - LICENSING

Members are asked to declare any interests in the items under consideration and in doing so state:-

(1) the type of interest concerned

(2) the nature of the interest concerned; and

(3) whether they have or have not sat on a Planning Committee which has previously considered a planning application in respect of a licensed premises which is also subject to consideration for a premises licence as part of the agenda for this meeting.

If any Member requires advice on declarations of interests, they are advised to contact the Head of Democratic Governance in advance of the meeting.

(Members are asked to also pay particular attention to the guidance sheet on interests supplied with the agenda).

### 3 PROCEDURE FOR THE MEETING

The Chairman of the Panel will summarise the procedure and announce the equal maximum amount of time for each party to speak for the hearing.

- A. Items 1 and 4 (b) will be undertaken in private session by the Panel and not in the Meeting Room.
- B. Items 2, 3, 4(a) and 4(c) will be recommended to the Panel to be held in public.
- C. The Panel may decide to exclude the public from all or part of a hearing where it considers that the public interest in so doing outweighs the public interest in the hearing, or that part of the hearing, taking place in public. (This includes a party and any person assisting or representing a party)

**4 APPLICATION FOR THE REVIEW OF A PREMISES LICENCE- TAKEAWAY, 124 CENTRAL DRIVE** (Pages 1 - 78)

- a. APPLICATION AND REPRESENTATIONS SUBMITTED. To consider the attached report
- b. DETERMINATION OF THE APPLICATION FOR THE REVIEW OF A PREMISES LICENCE-TAKEAWAY, 124 CENTRAL DRIVE
- c. ANNOUNCEMENT OF THE DECISION FOR THE REVIEW OF A PREMISES LICENCE-TAKEAWAY, 124 CENTRAL DRIVE

**Venue information:**

First floor meeting room (lift available), accessible toilets (ground floor), no-smoking building.

**Other information:**

For queries regarding this agenda please contact Lennox Beattie, Executive and Regulatory Manager, Tel: 01253 477157, e-mail [lennox.beattie@blackpool.gov.uk](mailto:lennox.beattie@blackpool.gov.uk)

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<b>Report to:</b>	<b>Licensing Panel</b>
<b>Date of Meeting:</b>	16 April 2018

## **APPLICATION TO REVIEW A LICENCE – Takeaway (known as Lilo Charcoal)**

### **1.0 Purpose of the report:**

1.1 To consider an application by the Licensing Authority to review the licence issued in respect of Takeaway (known as Lilo Charcoal), 124 Central Drive.

### **2.0 Recommendation(s):**

2.1 To determine the review application.

### **3.0 Reasons for recommendation(s):**

3.1 The review application must be determined by a Licensing Panel.

3.2a Is the recommendation contrary to a plan or strategy adopted or approved by the Council? No

3.2b Is the recommendation in accordance with the Council's approved budget? Yes

3.3 Other alternative options to be considered:

None, once a review is submitted it must be determined by a Licensing Panel.

### **4.0 Background Information**

4.1 Takeaway, 124 Central Drive has the benefit of a Premises Licence authorising the provision of late night refreshment 23.00 – 01.00 Monday to Thursday and 23.00 to 03.00 Friday to Sunday.

4.2 On 15 February 2018, an application was received from the Licensing Authority to review this licence on the grounds of the prevention of crime and disorder and the prevention of public nuisance. A copy of the application is attached at Appendix 4a.

4.3 Representations in support of the review have been received from Lancashire Constabulary, Home Office Immigration and the Child Protection Licensing Officer- Appendices 4b, 4c and 4d.

4.4 The licence holder is currently Jaafar Mahmoud Bradost (an application was received to transfer the licence from Sharam Amin into Mr Bradost's name the week before this review application was submitted).

4.5 **Local policy considerations**

None

4.6 **National policy considerations**

Section 11 reviews is relevant in particular:

11.20 – In deciding which of these powers to invoke, it is expected that licensing authorities should so far as possible seek to establish the cause or causes of the concerns that the representations identify. The remedial action should generally be directed at these causes and should always be no more than an appropriate and proportionate response.

If a suspension or revocation is being considered 11.23 should be taken into account “it will always be important that any detrimental financial impact that may result from a licensing authority’s decision is appropriate and proportionate to the promotion of the licensing objectives. But where premises are found to be trading irresponsibly, the licensing authority should not hesitate, where appropriate to do so, to take tough action to tackle the problems at the premises and, where other measures are deemed insufficient, to revoke the licence.”

The panel have the following powers:

1. Take no action
2. Modify the conditions of the licence (by adding removing or varying conditions)
3. Exclude a licensable activity from the licence
4. Suspend the licence for up to three months
5. Revoke the licence.

4.7 **Observations**

This licence has the following conditions endorsed upon it:

**Annex 2 - Conditions consistent with the Operating Schedule**

- 1 The premises are to be equipped with a closed circuit television system, which

is appropriate to its purpose and provided and maintained to the satisfaction of the enforcement authorities.

- 2 A clear, legible and conspicuous notice requesting patrons to avoid causing noise, nuisance or disturbance to local residents shall be displayed at every exit.
- 3 The licensee shall ensure that staff arriving before 0900 or departing late at night when the business has ceased trading conduct themselves in such a manner to avoid disturbance to nearby residents.
- 4 Frequent collection of all litter dropped within the vicinity of the licensed premises to be collected and removed, at the licence holder's expense, at a frequency of not less than 60 minute intervals during opening hours. This includes washing away to the gutter any spilled food and similar materials so as to leave the footway in a clean, safe and wholesome condition.
- 5 The licensee shall ensure that cooking, noxious or persistent smells generated at the premises do not cause nuisance to nearby properties, and that the premises shall be adequately ventilated to the satisfaction of the Head of Environmental Services. Any new or substantial alteration to the ventilation system shall comply with DEFRA's "Guidance on the control of Odour and Noise from commercial kitchen exhaust systems."
- 6 In the event of any complaint(s) about noise or odours from any plant or equipment, such as the ventilation system, the licensee shall employ the services of a reputable sound consultant and / or a ventilation engineer to undertake a detailed assessment. A copy of this report shall be made available to Environmental Protection for their comments and approval. Any works shall be carried out in accordance with the assessment and to the satisfaction of the Environmental Services Division.
- 7 The premises licence holder shall provide suitable containers for the storage of waste, which are constructed and maintained to prevent the removal of such waste by vandals, thieves, animals, accidental spillage or inclement weather.
- 8 The collection and disposal of any waste / refuse should not take place externally between the hours of 2200 and 0800.

4.8 Does the information submitted include any exempt information? No

4.9 **List of Appendices:**

Appendix 4a: Review Application and Additional evidence from the Licensing Authority

Appendix 4b: Representation from Lancashire Constabulary

Appendix 4c: Representation from Child Protection Licensing Officer

Appendix 4d: Representation from Home Office Immigration

5.0 **Legal considerations:**

5.1 Please see local and national policy in the background information.

6.0 **Human Resources considerations:**

6.1 None.

7.0 **Equalities considerations:**

7.1 None.

8.0 **Financial considerations:**

8.1 None.

# Blackpool Council

**APPLICATION FOR THE REVIEW OF A PREMISES LICENCE  
OR CLUB PREMISES CERTIFICATE**

**LICENSING ACT 2003**

***Review  
requested by:***

Mark Marshall



Licensing Service  
Blackpool Council  
Municipal Buildings, PO Box 4  
Blackpool, FY1 1NA

**Contact**

T: (01253) 47 8572 / 8589  
F: (01253) 47 8372

[www.blackpool.gov.uk](http://www.blackpool.gov.uk)

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

<b>I</b>	Mark Marshall, Licensing and Health and Safety Manager
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[Insert name of person requesting review]

**apply for the review of a premises licence under section 51 or apply for the review of a club premises certificate under section 87, of the Licensing Act 2003 for the premises described in part 1 below.**

### ***Part 1 – Premises Details***

<b>Postal address of premises or club premises if any, or if none the ordinance survey map reference or description.</b>									
<b>Premises Name and Address</b>	Lilo Charcoal								
	124 Central Drive								
	Blackpool	<b>Post Code</b>	F	Y	1	5	D	Y	
<b>State the Name of the premises licence holder or the name of the club holding the club premises certificate (if known)</b>									
Jaafar Mahmoud Bradost									
<b>Premises Licence or Club Premises Certificate Reference Number (if known)</b>								WA0172	

### ***Part 2 – Applicant details***

**I am:**

	Please tick
<b>1) an individual, body or business which is not a responsible authority</b>	<input type="checkbox"/>
<b>2) a responsible authority (please also complete 2C below)</b>	<input checked="" type="checkbox"/>
<b>3) a member of a club to which this application relates (also complete section 2A below)</b>	<input type="checkbox"/>



**(2A) Individual Applicants (fill in as applicable)**

<b>Title:</b>	<b>Mr</b>	<b>Mrs</b>	<b>Miss</b>	<b>Ms</b>	Other	<b>I am 18 years old or over</b>	Please tick		
							<b>Yes</b>	<b>No</b>	
<b>Forenames</b>						<b>Surname</b>			
<b>Home address</b>									
						<b>Post Code</b>			
<b>Telephone Number</b>						<b>Mobile Number</b>			
<b>E-Mail Address</b>									

**(2B) Other Applicant or Representing Body**

<b>Name</b>									
<b>Address</b>									
						<b>Post Code</b>			
<b>Telephone No.</b>									
<b>Email Address</b>									

**(2C) Responsible Authority applicant**

<b>Name</b>	<b>Mark Marshall</b>										
<b>Address</b>	Licensing Authority										
	Municipal Buildings, Corporation Street, Blackpool										
						<b>Post Code</b>	F	Y	1	1	N
<b>Telephone Number</b>	<b>01253-478493</b>										
<b>Email Address</b>	<b>Mark.marshall@blackpool.gov.uk</b>										

## Part 3 – Reason for Review

This application to review relates to the following licensing objective(s):

	Please tick
1) the prevention of crime and disorder	<b>X</b>
2) public safety	
3) the prevention of public nuisance	<b>x</b>
4) the protection of children from harm	

Please state the ground(s) for review (please read guidance note 2 before completing)

### Introduction

On the 2<sup>nd</sup> February 2018 a joint visit to the premises took place, present during the visit were representatives from the Home Office, authorised to carry out Immigration Enforcement, the Police, Licensing Authority and officers from the Council's Waste service.

Within minutes of entering the premises an illegal worker was identified and subsequently interviewed by Joseph Shirley from the Immigration service. Mr Shirley's statement and exhibits are attached as **Document 1**.

During the questioning of the suspected illegal worker a suggestion was made that he had only arrived minutes prior to our arrival and denied conducting any work activity. The premises has CCTV installed which is also required as part of its licence condition. I asked all staff on site if they could use the CCTV and all of them replied they couldn't use the equipment, I then asked if the Licence holder could be contacted so he could come and operate the system.

Approximately 15 minutes after the request a male walked through the door who I recognised, it was Sharam Amin, the premises licence holder, I asked if he could use the CCTV to which he replied he didn't know how it worked and couldn't even be certain if it was working.

I have had previous dealing with Mr Amin where he applied for a licence for an Off Licence in Lytham Road in late 2016, in November I submitted a formal objection as I had evidence that he was employing illegal workers, selling counterfeit goods and there was also a catalogue of health and safety issues disclosed at the premises. The premises in question were 189 Lytham Road, Blackpool, and following the submission of my objection the application was withdrawn. A copy of those representations are attached as **Document 2**

Prior to visiting Lilo Charcoal we had also visited 189 Lytham Road and the same illegal worker who I detected in 2016 was still employed at the shop, in addition a large quantity of illicit tobacco was seized and many food safety and health and safety problems were also suspected.

When Mr Amin entered the shop I recognised him immediately and informed the Immigration colleagues that he was also connected with our previous visit at 189 Lytham Road. Mr Amin stated that he no longer had any involvement with that premises.

## **Prevention of Crime and Disorder**

The requirement to have CCTV is a widely imposed condition on most premises in Blackpool and is seen as an important tool in preventing and detecting crime and disorder, the locality of this premises is in area blighted by Anti-Social Behaviour, vulnerable and missing children often are drawn to the area and a notorious street prostitution problem exists nearby. As such CCTV becomes an even more important requirement to assist the Police and other agencies to safeguard residents in the area.

CCTV can also be a great form of protection for staff who work at these types of premises as they can be very often subject to verbal abuse which can on occasion be racially motivated.

The deterrence of CCTV can assist regulators to ensure that a relationship of openness is maintained especially with regards to Child Sexual Exploitation, employing illegal workers and complying with Licensing controls such as terminal hours.

The visit on the 2<sup>nd</sup> February 2018 occurred before a licence would be required, so therefore no offence has been committed by us detecting this issue at this time, however whilst it may be speculation it is reasonable to suggest that if the CCTV wasn't working at 17.00hr it would be working at 23.00hrs. We have a documented visit that occurred at the premises where the CCTV was found to be unsatisfactory in that it could not be shown as recording and no staff members had the necessary expertise to operate the system, these observations were made on the 9<sup>th</sup> December 2017, Mr Verity has provided a statement regarding his dealings on this evening which is attached as **Document 3**.

## **Employment of illegal Workers**

The latest revision of the Section 182 Guidance makes numerous references to the employment of illegal workers, the paragraphs below explain how the employment of illegal workers ties in with the Crime and Disorder Objective and also highlights it as an issue that Licensing Authorities should take very seriously;

*The Immigration Act 2016 made the Secretary of State a responsible authority in respect of premises licensed to sell alcohol or late night refreshment with effect from 6 April 2017. In effect this conveys the role of responsible authority to Home Office Immigration Enforcement who exercises the powers on the Secretary of State's behalf. When Immigration Enforcement exercises its powers as a responsible authority it will do so in respect of the prevention of crime and disorder licensing objective because it is concerned with the prevention of illegal working or immigration offences more broadly.*

*However, where responsible authorities such as the police or environmental health officers have already issued warnings requiring improvement – either orally or in writing – that have failed as part of their own stepped approach to address concerns, licensing authorities should not merely repeat that approach and should take this into account when considering what further action is appropriate. Similarly, licensing authorities may take into account any civil immigration penalties which a licence holder has been required to pay for employing an illegal worker.*

*Where the licensing authority is conducting a review on the grounds that the premises have been used for criminal purposes, its role is solely to determine what steps should be taken in connection with the premises licence, for the promotion of the crime prevention objective. It is important to recognise that certain criminal activity or associated problems may be taking place or have taken place despite the best efforts of the licence holder and the staff working at the premises and despite full compliance with the conditions attached to the licence. In such circumstances, the licensing authority is still empowered to take any appropriate steps to remedy the problems. The licensing authority's duty is to take steps with a view to the promotion of the licensing objectives and the prevention of illegal working in the interests of the wider community and not those of the individual licence holder.*

*There is certain criminal activity that may arise in connection with licensed premises which should be treated particularly seriously. These are the use of the licensed premises:*

- for the sale and distribution of drugs controlled under the Misuse of Drugs Act 1971 and the laundering of the proceeds of drugs crime;
- for the sale and distribution of illegal firearms;
- for the evasion of copyright in respect of pirated or unlicensed films and music, which does considerable damage to the industries affected;
- for the illegal purchase and consumption of alcohol by minors which impacts on the health, educational attainment, employment prospects and propensity for crime of young people;
- for prostitution or the sale of unlawful pornography;
- by organised groups of paedophiles to groom children;
- as the base for the organisation of criminal activity, particularly by gangs for the organisation of racist activity or the promotion of racist attacks;
- for employing a person who is disqualified from that work by reason of their immigration status in the UK;
- for unlawful gambling; and
- for the sale or storage of smuggled tobacco and alcohol.

*It is envisaged that licensing authorities, the police, the Home Office (Immigration Enforcement) and other law enforcement agencies, which are responsible authorities, will use the review procedures effectively to deter such activities and crime. Where reviews arise and the licensing authority determines that the crime prevention objective is being undermined through the premises being used to further crimes, it is expected that revocation of the licence – even in the first instance – should be seriously considered.*

### **Prevention of Public Nuisance**

During the visit on the 2<sup>nd</sup> February 2018 numerous issues were detected with regards to waste management in particular no evidence could be produced that the waste oils were being disposed of correctly, it was noted that the drains looked to be blocked with fats and oils.

*The 2003 Act enables licensing authorities and responsible authorities, through representations, to consider what constitutes public nuisance and what is appropriate to prevent it in terms of conditions attached to specific premises licences and club premises certificates. It is therefore important that in considering the promotion of this licensing objective, licensing authorities and responsible authorities focus on the effect of the licensable activities at the specific premises on persons living and working (including those carrying on business) in the area around the premises which may be disproportionate and unreasonable. **The issues will mainly concern noise nuisance, light pollution, noxious smells and litter.***

*2.16 Public nuisance is given a statutory meaning in many pieces of legislation. It is however not narrowly defined in the 2003 Act and retains its broad common law meaning. It may include in appropriate circumstances the reduction of the living and working amenity and environment of other persons living and working in the area of the licensed premises. **Public nuisance may also arise as a result of the adverse effects of artificial light, dust, odour and insects or where its effect is prejudicial to health.***



Poor waste management can lead to smells and attract pests, the area where the oils were kept had become dirty and presented serious slipping hazards, when staff walk into this area they then return into the food preparation area and the kitchen and transfer grease and dirt into those areas

The licence holder was issued with a fixed penalty which related to the unlawful disposal of the waste oils. The officer in the case was Nick Mottram whose statement can be found attached as **Document 4**.

### **Conclusion**

On the 5<sup>th</sup> February 2018 a transfer application was received from Mr Amin to a Mr Bradost, Mr Bradost has been an employee at the takeaway for some time as we have had dealings with him in December 2017 and he has also reported a crime at the premises where he was a victim. We believe this transfer is simply an attempt to side step liability and is disingenuous.

A copy of the lease for the premises shows Amin liable until February 2020, he is still the business rate payer and he holds the waste collection contract.

The area that this takeaway is situated in is suffering with high levels of youth nuisance and anti-social behaviour, so much so that public transport services have publically declared it as a "no go area", for this reason the vigilance of retailers is ever more important and CCTV would be a critical tool to assist

the police in dealing with problems in the area but despite previous advice and warnings given regarding the CCTV in December 2017 the system was still found to be defective in February 2018.

Mr Amin clearly has a history for employing illegal workers which is both exploitative and unlawful, we believe his transfer application is just an attempt to remove his name from the licence but he will remain the lease holder and the controlling mind and to that end the Licensing Objectives will continue to be undermined.

For Licensed Premises based in the town centre to be found in this position causes this Authority huge concern and I believe the premises have traded irresponsibly and in the view of the Authority making this application the licence should be revoked.

Please see Para 11.23 of the Section 182 Guidance;

11.23 Licensing authorities should also note that modifications of conditions and exclusions of licensable activities may be imposed either permanently or for a temporary period of up to three months. Temporary changes or suspension of the licence for up to three months could impact on the business holding the licence financially and would only be expected to be pursued as an appropriate means of promoting the licensing objectives. So, for instance, a licence could be suspended for a weekend as a means of deterring the holder from allowing the problems that gave rise to the review to happen again. However, it will always be important that any detrimental financial impact that may result from a licensing authority's decision is appropriate and proportionate to the promotion of the licensing objectives. But where premises are found to be trading irresponsibly, the licensing authority should not hesitate, where appropriate to do so, to take tough action to tackle the problems at the premises and, where other measures are deemed insufficient, to revoke the licence.

Please provide as much information as possible to support the application. Continue on a separate sheet if necessary. (Please read guidance note 3 before completing)

#### Part 4 – Other relevant information

Have you made an application for review relating to this premises before?	Please tick	
	Yes	No
		X
	Day	Month
If yes please state the date of that application		
		Year


If you have made representations before relating to this premises, please state what they were and when you made them.

I have sent copies of this form and enclosures to the responsible authorities and the premises licence holder or club holding the club premises certificate, as appropriate.	Please tick X
I understand that if I do not comply with the above requirements my application will be rejected	X

IT IS AN OFFENCE, LIABLE ON CONVICTION TO A FINE UP TO 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 5 – Signatures** (please read guidance note 4)

**Signature of applicant or applicant's solicitor or other duly authorised agent.** (Please read guidance note 5) **If signing on the behalf of the applicant please state in what capacity.**

<b>Signed</b>	
<b>Print Name</b>	Mark Marshall
<b>Capacity</b>	Licensing and Health and Safety Manager
<b>Date</b>	15 <sup>th</sup> February 2018

<b>Contact name and address for correspondence associated with this application. (Where not previously given) (See guidance note 6)</b>						
<b>Title:</b>	<b>Mr</b>	<b>Mrs</b>	<b>Miss</b>	<b>Ms</b>	<b>Other</b>	
<b>Forenames</b>					<b>Surname</b>	
<b>Address for Correspondence associated with this application</b>						
					<b>Post Code</b>	
<b>Telephone Number</b>	01253 478493			<b>Mobile Number</b>	07796994786	
<b>E-Mail Address</b>	Mark.marshall@blackpool.gov.uk					

## **Notes for Guidance**

1. A responsible authority includes the local police, fire and rescue authority and other statutory bodies which exercise specific functions in the local area.
2. The ground(s) for review must be based on one of the licensing objectives
3. Please list any additional information or details, for example dates of problems which are included in the grounds for review if available.
4. The application form must be signed.
5. An applicant's agent (for example solicitor) may sign the form on their behalf, provided that they have actual authority to do so.
6. This is the address that we shall use to correspond with you about this application.



**WITNESS STATEMENT**

**Criminal Procedure Rules, r 27. 2; Criminal Justice Act 1967, s. 9; Magistrates' Courts Act 1980, s.5B**

URN

Statement of: Joseph Shirley

Age if under 18:

Occupation: Chief Immigration Officer 8635

This statement (consisting of 3 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 in it anything which I know to be false, or do not believe to be true.

Signature:..... (witness) Date: 06/02/2018

I am a Chief Immigration Officer (CIO) currently based at Liverpool Immigration Enforcement in Capital Building, Liverpool, L3 9PP.

On 2<sup>nd</sup> of February 2018 I was part of a joint team consisting of immigration, police and Blackpool licensing officers. A visit was conducted to LILO CHARCOAL, 124 CENTRAL DRIVE, BLACKPOOL, FY1 5SE.

We entered via the front door at 17:17. Entry was gained under section 179 of the licensing act 2003. Reasons for the visit was explained to the person in charge who was serving a customer by myself and Mark Marshall from Blackpool Licensing. 4 males were encountered preparing food, Notice to Occupier was explained and served.

I spoke to a male who I now know to be Amin Abdulaziz MAHMOOD born 01/12/1996 from IRQ. He handed me his Asylum Registration Card which stated he was prohibited from taking employment.

At 17:30 I conducted an illegal working questionnaire with him using a Kurdish Sorani interpreter from Big Word. Reference number P0045850

How long have you worked here for at LILO CHARCOAL?

I DON'T WORK HERE I JUST COME TO SEE FRIENDS AND I WAS COOKING MY OWN FOOD

What was you doing here?

MAKING OWN FOOD

What time did you come here?

I ARRIVED JUST BEFORE YOU CAME

What time do you stay until?

UNTIL I ATE MY FOOD

Where do you stay?

IN BLACKPOOL WITH A FRIEND

How many days do you come here?

ALL OF THE TIME

Who is your friend?

OSMAN

Who is the boss?

SHARAM AMIN

Do you help out?

I JUST HELP OUT AS EMERGENCY

How do you help?

I DO THE BREAD AND TOASTING FOR THE BURGERS

How often do you help?

JUST A FEW TIMES A WEEK

Do you get paid to help?

NO JUST FREE FOOD

What time do you stay until?

I LEAVE AFTER FOOD

Are you allowed to work?

NO

Does your friend know you cant work?

I DON'T KNOW

At 17:46 I exercised the power to look through subject's phone for evidence to suggest he was working illegally in the UK under section 47(3) to which he consented to.

Photographic evidence taken .

Text message from a male called Osman "YOU WORKING TOMORROW OR NO" to which he replied "IM WORKING TOMORROW" which I exhibit as JJS8635/01 also photographs were taken of food orders on 8/10/2017 for Lilo Charcoal which I exhibit as JJS8635/02.

17:50 subject stated "I HAVE ONLY TOLD YOU 50% OF THE TRUTH

Illegal working questionnaire continued

How long have you worked/helped out for at LILO?

FOR A LONG TIME ABOUT 1 YEAR

How many days per week do you help out?

1-3 DAYS PER WEEK

How many hours per day?

A FEW HOURS PER DAY

How much do you get paid?

NO PAY – FREE FOOD AND ACCOMODATION

Who is the boss and who gives you the accommodation?

SHARAM AMIN

Does he know you cant work in the UK?

I DON'T KNOW

Did he aks for ID?

NO

How did you get a job here?

I CAME AND ASKED CAN THEY HELP ME

17:58 Can you confirm all answers are true to the best of your knowledge, to which he signed and wrote his name.

Premises were then vacated at 18:18 and subject was escorted from the premises.

Signature:..... Signature witnessed by: .....

**Witness contact details**

Name of witness: Joseph Shirley Home address: Liverpool Capital Building Postcode: L3 9PP  
Home telephone No: Work telephone No: 07827982063  
Mobile: E-mail address: JOSEPH.SHIRLEY5@HOMEOFFICE.GSI.GOV.UK  
Preferred means of contact (specify details): call / email  
Best time to contact (specify details): between 07:30 and 20:30  
Gender: male Date and place of birth: 20/07/1987 Liverpool  
Former name: Ethnicity Code (16 + 1): 1

**DATES OF WITNESS NON-AVAILABILITY: N/A**

**Witness care**

- a) Is the witness willing to attend court? Yes If 'No', include reason(s) on form **MG6**.
- b) What can be done to ensure attendance?
- c) Does the witness require a Special Measures Assessment as a vulnerable or intimidated witness? (youth under 18; witness with mental disorder, learning or physical disability; or witness in fear of giving evidence or witness is the complainant in a sexual offence case) If 'Yes' submit **MG2** with file in anticipated not guilty, contested or indictable only cases.
- d) Does the witness have any particular needs? If 'Yes' what are they? (Disability, healthcare, childcare, transport, disability, language difficulties, visually impaired, restricted mobility or other concerns?).

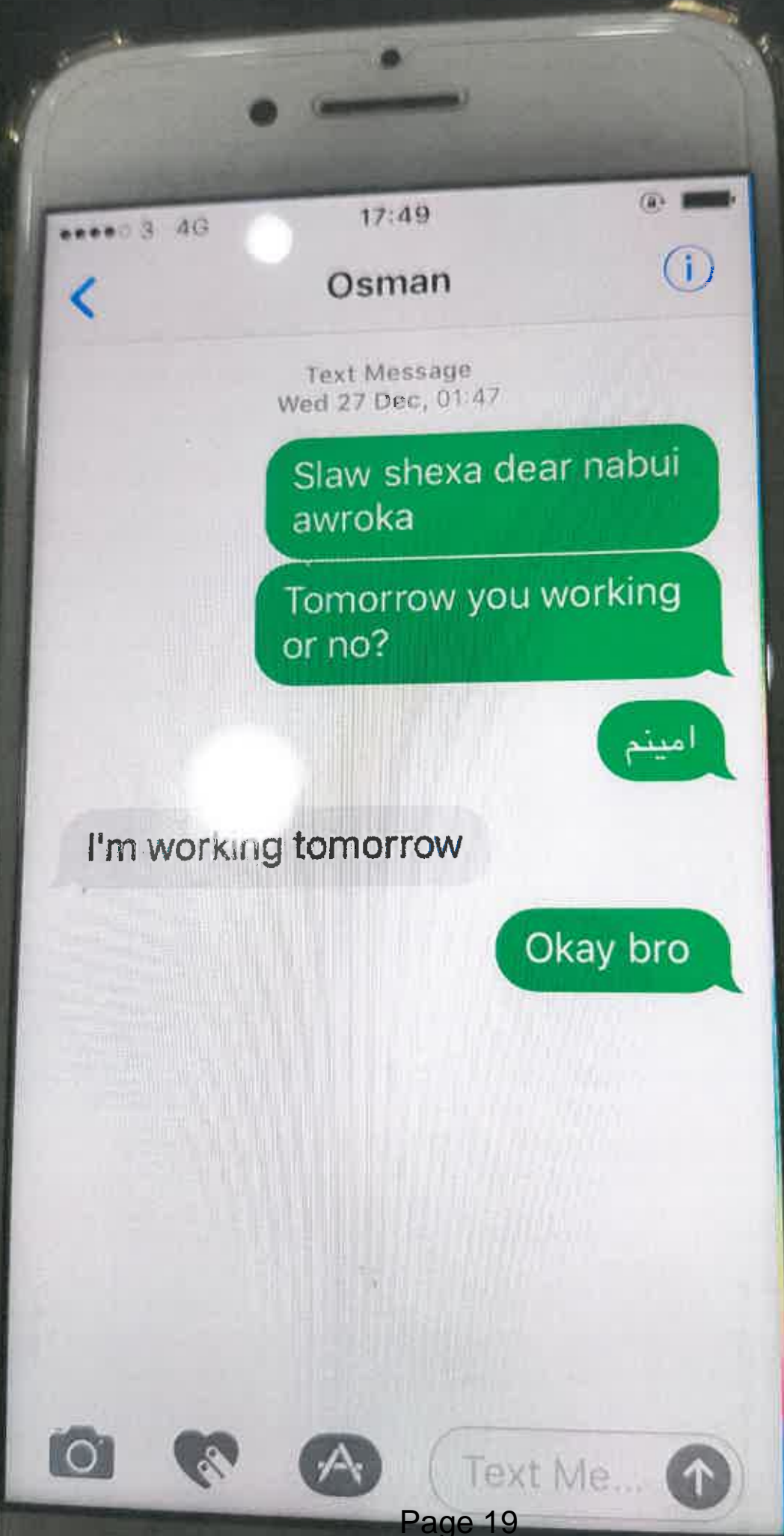
**Witness Consent (for witness completion)**

- a) The Victim Personal Statement scheme (victims only) has been explained to me Yes  No
- b) I have been given the Victim Personal Statement leaflet Yes  No
- c) I have been given the leaflet "Giving a witness statement to the Home Office..." Yes  No
- d) I consent to Home Office Immigration Enforcement having access to my medical record(s) in relation to this matter (obtained in accordance with local practice) Yes  No  N/A
- e) I consent to my medical record in relation to this matter being disclosed to the defence Yes  No  N/A
- f) I consent to the statement being disclosed for the purposes of civil, or other proceedings if applicable, e.g. child care proceedings, CICA Yes  No  N/A
- g) **Child witness cases only.** I have had the provision regarding reporting restrictions explained to me. Yes  No  N/A

I would like CPS to apply for reporting restrictions on my behalf. Yes  No  N/A   
'I understand that the information recorded above will be passed on to the Witness Service, which offers help and support to witnesses pre-trial and at court'.

Signature of witness: ..... PRINT NAME: .....  
Signature of parent/guardian/appropriate adult: ..... PRINT NAME: .....  
Address and telephone number (of parent etc.), if different from above:

Statement taken by: Office / station: Time and place statement taken:



17:49 4G  
Osman

Text Message  
Wed 27 Dec, 01:47

Slaw shexa dear nabui  
awroka

Tomorrow you working  
or no?

امينم

I'm working tomorrow

Okay bro

Camera App Store Text Me... Send

2 12" box  
2 10" box  
2 hp6  
2hp9  
2 hp12  
2 pepsi can  
1 vimto can  
3 bottle pepsi  
1 chocolate yazoo  
1 strawberry yazoo  
1brown bag pizza  
1 medium sfc chicken  
box  
4 cheese 80/20  
2 ktc olive oil  
1 pack salami  
2 pack pepperoni  
  
Joe lilo charcoal  
For tommorow boss.

<b>Blackpool Council Licensing Service</b>				
<b>Representation made by a Responsible Authority</b>				
<b>Responsible Authority</b>				
Name of Responsible Authority	Licensing Authority			
Name of Officer <i>(please print)</i>	Mark Marshall			
Signature of Officer				
Contact telephone number	01253-478493			
Date representation made	21	11	2016	
Do you consider mediation to be appropriate				NO
<b>Premises Details</b>				
Premises Name	Not Known			
Address	189 Lytham Road			
	Blackpool			
Post Code				
<b>Details of your representation (Please refer and attach any supporting documentation)</b>				
<p>The premises are located within Bloomfield Ward which is subject to a cumulative impact policy in relation to Off Licenced sales of alcohol. Paragraph 4.5 of the Statement of Licensing Policy sets out Blackpool Council's position on Off Licence applications within the saturated wards.</p> <p>Lytham Road has a large number of Off Licences and whilst demand is not a consideration an additional operator in the area will have to do something very radical to compete with premises in the area and my submission given the concerns found already the radical approach would be circumvention of statutory requirements particularly in relation to employment law and selling products that are non-duty paid or counterfeit.</p> <p><b>Monday 7<sup>th</sup> November 2016</b></p> <p>I visited the shop for the first time at 12.05pm, on arrival I was greeted by 2 members of staff, both of which were foreign nationals, 1 member of staff was male and the other a female, shortly after my arrival the female left the shop before I had an opportunity to get her details. The male had little or no English and communication was extremely difficult with me having to gesticulate and provide examples of what information I needed which at this early stage was only his name and date of birth.</p>				

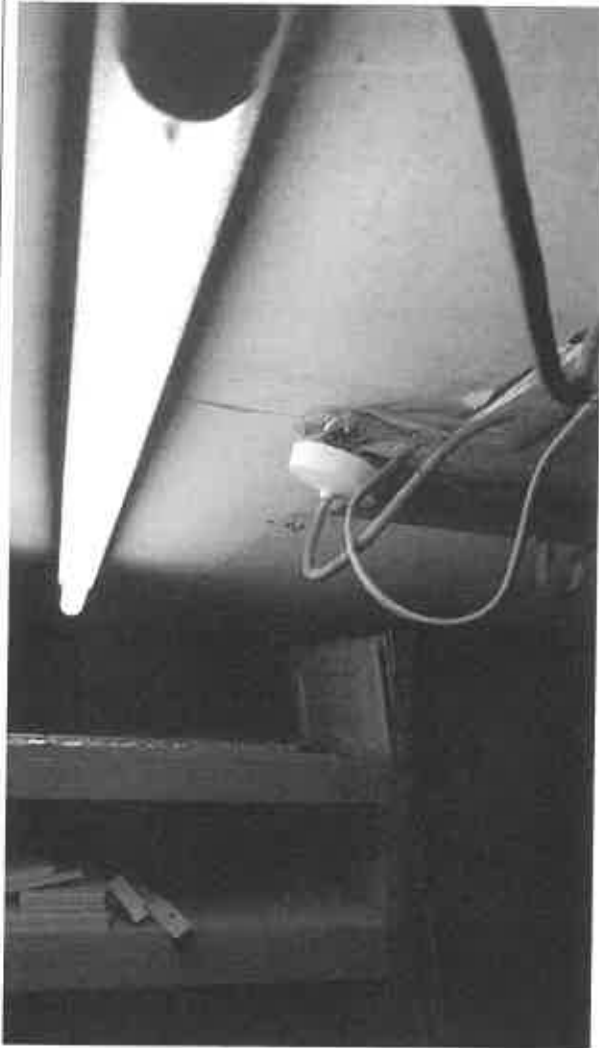
He spelt his name as DKO ADNAN and gave a date of birth as 02/7/99. He then made contact with the applicant and passed me the phone. I expressed my concern regarding the language difficulty and the applicant replied he could not return to the shop as he was at the cash and carry.

I then looked round the shop and went into the areas which were available for staff. I had a number of concerns from a Health and safety perspective, they were;

1. Insufficient lighting on the stairs down to the cellar.
2. No handrail on the stairs to the cellar.
3. Fire separation concerns between the cellar and the shop
4. Electrical safety concerns in the cellar.







I then left the premises where I made some enquires with a colleague from Immigration about the male I had spoken with. Paul Cook checked my information and could not find a trace of him.

I returned to the shop at 14.15hrs to clarify the male's details, a short time after my arrival the applicant attended and translated in my behalf. The male behind the counter confirmed his name as DKO ADNAN but this time his date of birth was corrected and given as 02/08/1997, the female I saw earlier the same day was back behind the counter and I took her details as SISU MARIHELA 05/11/1996.

I pointed the concerns I had out to the applicant and also again reiterated my concern about Mr ADNAN s inability to speak English and asked if he had seen any identification for him before he was employed, the applicant confirmed he had not checked any ID for him.

I later asked Keith Marsden to do a more detailed inspection who has submitted a representation detailing his findings.

When dealing with another business in the vicinity I received information that the shop was selling counterfeit cigarettes to the local community, in particular to foreign nationals. I organised for an inspection to be conducted by Trading Standards.

#### **Monday 14<sup>th</sup> November 2016**

At approximately 11.00 am I attended the shop with colleagues from Trading Standards, Karl Bishoff and Myron Moss, behind the shop was the staff members I had met the week before. After a cursory

search behind the counter a small sports bag was found containing illicit tobacco.



The details of the seizure by Karl Bishoff were confirmed in an e mail below;

Mark

At 10:45hrs on the 14<sup>th</sup> Nov 2016 a shop inspection was carried out at Local Choice Mini Market, 189 Lytham Road, Blackpool.

This inspection was done on the back of intel that illicit tobacco was being sold from the premise.

As a result a quantity of illicit tobacco was found within a Slazenger bag at the rear of the shop. After inspecting the tobacco it appears to be a mixture of smuggled and counterfeit tobacco.

The tobacco was seized and is as follows –

- X9 MayFair cigarettes – (Counterfeit)
- X7 L&M cigarettes – (Counterfeit)
- X8 Fest cigarettes – (Smuggled)
- X2 NZ's cigarettes – (smuggled)
- X3 Amber Leaf 50g pouches (Smuggled)
- X8 Gold Mount cigarettes – (Smuggled)
- X7 Marlboro Gold cigarettes – (Smuggled)

X10 Marlboro Gold cigarettes – (Smuggled) - Unopened sleeve located in the store room.

The above tobacco does constitute a criminal offences under both the Trade Marks Act 1994 and The Tobacco Products (Manufacture, Presentation and Sale) (Safety) Regulations 2002 as amended.

I have not yet decided on an avenue in which to deal with this however those person in which I will be investigating are –

Doko ADMAN born 02.08.1997

Sisu MARIHELA born 05.11.1996

Sharam AMIN born 05.01.1983 (Owner of the Shop)

Thanks

Karl

Mr Karl Bischoff

Public Protection Officer  
Trading Standards Enforcement

As a result of the different spelling given for ADNAM I did another check with Immigration who later confirmed that he was an asylum seekers who was prohibited from working. The details of the e mail from Paul Cook are found below;

Mark :

I have conducted background checks and it has revealed :

Dako Adnan OSMAN 02/08/1997

Iraqi male (IRQ)

17 Bryan Road  
Coventry  
CV6 5GZ

He is currently an Asylum seeker in the United Kingdom , with no permission to work. His employment is prohibited.

Can you keep me informed of the licence application if rejected.

Regards

Paul

**Conclusion**

The application should be without doubt rejected based upon the evidence provided in this representation.

**For New / Variation Applications only.**

**It is recommended that the licence should only be granted if the application is amended, or if conditions are applied, as detailed below.**

**Witness Statement**

(Criminal Procedure Rules 2005, r27.1 (1);  
Criminal Justice Act 1967, s.9, Magistrates' Courts Act 1980, s5A (3) (a) and s.5B)

Statement of David Verity

Age: if under 18. Over 18.

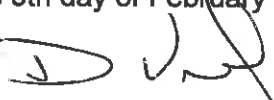
Occupation: Public Protection Officer

This statement (consisting of **three** 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 in it anything which I know to be false or do not believe to be true.

Dated the 9th day of February 2018

Tick if witness evidence is visually recorded   
(Supply witness details on rear)

Signature



I am David Verity & I am currently employed as a Public Protection Officer within the Public Protection Division of Blackpool Council. As such I am duly authorised to enforce legislation in relation to the Licensing Act 2003. On Friday 8<sup>th</sup> December 2017 I was on duty conducting inspections of licensed premises and licensed vehicles, at approximately 00.30hrs I attended a takeaway and restaurant known as Lilo Charcoal situated at 124 Central Drive, Blackpool.

This premises benefits from a late night refreshment licence WA0172 issued by Blackpool Council which allows the sale of hot food from Monday to Thursday 23.00hrs to 01.00hrs.

And Friday to Sunday 23.00hrs to 03.00hrs.. A copy of the premises licence WA0172 is produced and shown for evidence as exhibit LC/SA/01.

On arrival at the premises I approached the counter and asked to speak to the licence holder Mr Sharam Sharif Amin. I was told that he was not at the premises, I asked who was in charge of the business and the male I was speaking to one of several working behind the counter stated he was in charge. I asked this male for his name he gave his name as JAAFAR BRADOST I observed that there were two TV screens in the premises one in the restaurant seating area the second screen was close to and facing the counter but neither of them displayed any CCTV images. At the time of the inspection there were approximately four customers in the shop being served with hot food.

I then asked Jaafar Bradost if the CCTV was working and recording Bradost said yes, I then asked Bradost to show me the CCTV equipment working but he then admitted he did not know how to

Signature



Page 26<sup>witnessed by</sup>

operate the equipment. Jaafar Bradost then made a phone call to the licence holder Sharam Amin who attempted to give Bradost instructions how to operate the CCTV over the phone.

Bradost made several failed attempts to make the CCTV work, after a further 5 minutes of fumbling around I spoke to Sharam Amin over the telephone he assured me the CCTV was working and he would attend the premises to show me. As I waited for Sharam Amin to arrive I looked around and observed that annex 2 licence conditions (condition 2) requires. **A clear, legible and conspicuous notice requesting patrons to avoid causing noise, nuisance or disturbance to local residents shall be displayed at every exit.**

There was no such signage at the entrance/exit of the property. Approximately 10 minutes later Sharam Amin arrived at the premises and immediately went behind the counter and spoke to Jaafar Bradost in a different language it was clear that there appeared to be a problem and eventually after approximately another 10 minutes CCTV Images appeared on only one of the TV screens this was the screen which was close to and facing the counter. I asked if the images were capable of being transferred to the screen in the seating area so customers would be aware they were being monitored, but Sharam Amin said this was not possible. I advised Sharam Amin that the CCTV should be working at all times the premises was open for business. And one of the staff should be familiar with the operation of the equipment. I then showed Sharam Amin a copy of the premises licence conditions and pointed out the requirement for the signage. Sharam Amin then stated he would place the required signage on the door and make sure the CCTV was working at all times. I then handed a copy of the premises licence to Sharam Amin and left the premises.

When later checking the Council computer records for the takeaway known as Lilo Charcoal I confirmed that Mr Sharam Sharif Amin transferred the licence from the previous owner Mr Asif Yasin in March 2014.

Also observed on the Council records was a Business lease between Mr Mohammad Reza Reveshi the landlord for 122/124 Central Drive and Mr Sharam Amin as the tenant for the building for use

Signature



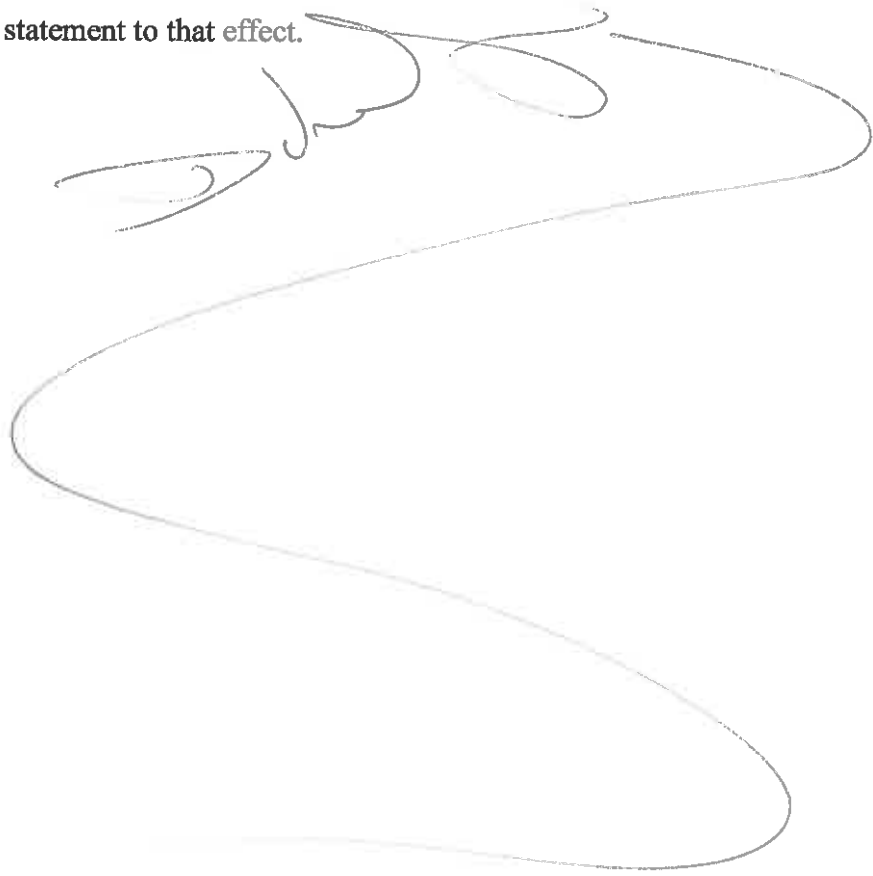
Page 27 witnessed by

as a hot food takeaway and restaurant at 124 Central Drive, Blackpool for the period 1<sup>st</sup> February 2014 until 1<sup>st</sup> February 2020. The lease was signed by both Mr Mohammad Reveshi and Mr Sharam Amin. A copy of the transfer application and business lease is produced and shown for evidence as exhibit LC/SA/02.

I have since been made aware that following a visit to the premises known as Lilo Charcoal 124 Central Drive on 2<sup>nd</sup> February 2018 by Council licensing officers and Home Office Immigration officers, an application has been received in the licensing office on 7<sup>th</sup> February 2018 to transfer the late night refreshment licence WA0172 from Mr Sharam Sharif Amin into the name of Mr Jaafar Bradost. On looking at the application to transfer the licence I noticed a copy of the passport for Jaafar Mahmoud Bradost I can confirm this is the person I spoke to who was working behind the counter and claimed to be in charge of the business on my visit to the premises on Friday 8<sup>th</sup> December 2017.

A copy of the transfer application is presented and shown for evidence as exhibit LC/SA/03.

I later made a statement to that effect.



Signature



Licensing Act 2003

**Premises Licence**

**WA0172**

Part 1 - Premises Details

POSTAL ADDRESS OF PREMISES, OR IF NONE, ORDINANCE SURVEY MAP REFERENCE OR DESCRIPTION

**Takeaway**

124 Central Drive, Blackpool, Lancashire, FY1 5DY.

Telephone 01253 280567

WHERE THE LICENCE IS TIME LIMITED THE DATES

LICENSABLE ACTIVITIES AUTHORISED BY THE LICENCE

- provision of late night refreshment

THE TIMES THE LICENCE AUTHORIZES THE CARRYING OUT OF LICENSABLE ACTIVITIES

Activity (and Area if applicable)	Description	Time From	Time To
I. Late night refreshment (Indoors) Licensed area	Monday - Thursday	23:00	01:00
	Friday - Sunday	23:00	03:00

THE OPENING HOURS OF THE PREMISES

Description	Time From	Time To
Licensed area	Monday - Thursday	12:00 01:00
	Friday - Sunday	12:00 03:00

Part 2

NAME, (REGISTERED) ADDRESS, TELEPHONE NUMBER AND EMAIL (WHERE RELEVANT) OF HOLDER OF PREMISES LICENCE

Sharam Sharif Amin  
sharam544@gmail.com

Telephone 01253 423479  
27 Butler Street, Blackpool, Lancashire, FY1 3HR.

REGISTERED NUMBER OF HOLDER, FOR EXAMPLE COMPANY NUMBER, CHARITY NUMBER (WHERE APPLICABLE)

ANNEXES

**Annex 1 - Mandatory conditions**

Not applicable

**Annex 2 - Conditions consistent with the Operating Schedule**

- 1 The premises are to be equipped with a closed circuit television system, which is appropriate to its purpose and provided and maintained to the satisfaction of the enforcement authorities.
- 2 A clear, legible and conspicuous notice requesting patrons to avoid causing noise, nuisance or disturbance to local residents shall be displayed at every exit.

Licensing Act 2003

## Premises Licence

WA0172

### ANNEXES continued

- 3 The licensee shall ensure that staff arriving before 0900 or departing late at night when the business has ceased trading conduct themselves in such a manner to avoid disturbance to nearby residents.
- 4 Frequent collection of all litter dropped within the vicinity of the licensed premises to be collected and removed, at the licence holder's expense, at a frequency of not less than 60 minute intervals during opening hours. This includes washing away to the gutter any spilled food and similar materials so as to leave the footway in a clean, safe and wholesome condition.
- 5 The licensee shall ensure that cooking, noxious or persistent smells generated at the premises do not cause nuisance to nearby properties, and that the premises shall be adequately ventilated to the satisfaction of the Head of Environmental Services. Any new or substantial alteration to the ventilation system shall comply with DEFRA's "Guidance on the control of Odour and Noise from commercial kitchen exhaust systems."
- 6 In the event of any complaint(s) about noise or odours from any plant or equipment, such as the ventilation system, the licensee shall employ the services of a reputable sound consultant and / or a ventilation engineer to undertake a detailed assessment. A copy of this report shall be made available to Environmental Protection for their comments and approval. Any works shall be carried out in accordance with the assessment and to the satisfaction of the Environmental Services Division.
- 7 The premises licence holder shall provide suitable containers for the storage of waste, which are constructed and maintained to prevent the removal of such waste by vandals, thieves, animals, accidental spillage or inclement weather.
- 8 The collection and disposal of any waste / refuse should not take place externally between the hours of 2200 and 0800.

#### **Annex 3 - Conditions attached after a hearing by the licensing authority**

Not applicable

#### **Annex 4 - Plans**

See attached reference WA0172 / 1 / 1



Licensing Act 2003

**Premises Licence Summary****WA0172**

## Premises Details

POSTAL ADDRESS OF PREMISES, OR IF NONE, ORDINANCE SURVEY MAP REFERENCE OR DESCRIPTION

**Takeaway**

124 Central Drive, Blackpool, Lancashire, FY1 5DY.

Telephone 01253 280567

WHERE THE LICENCE IS TIME LIMITED THE DATES

LICENSABLE ACTIVITIES AUTHORISED BY THE LICENCE

- provision of late night refreshment

THE TIMES THE LICENCE AUTHORISES THE CARRYING OUT OF LICENSABLE ACTIVITIES

Activity (and Area if applicable)	Description	Time From	Time To
I. Late night refreshment (Indoors) Licensed area	Monday - Thursday	23:00	01:00
	Friday - Sunday	23:00	03:00

THE OPENING HOURS OF THE PREMISES

Licensed area	Description	Time From	Time To
	Monday - Thursday	12:00	01:00
	Friday - Sunday	12:00	03:00

NAME, (REGISTERED) ADDRESS OF HOLDER OF PREMISES LICENCE

Sharam Sharif Amin

27 Butler Street, Blackpool, Lancashire, FY1 3HR.

REGISTERED NUMBER OF HOLDER, FOR EXAMPLE COMPANY NUMBER, CHARITY NUMBER (WHERE APPLICABLE)

STATE WHETHER ACCESS TO THE PREMISES BY CHILDREN IS RESTRICTED OR PROHIBITED

## Transfer / Vary DPS / T.E.N. - Tracking Sheet

Lalpac Number 054689

Name of Premises TAKEAWAY

Type of Application      Transfer       Vary DPS       T.E.N.

Check:      Gaming Machine Permit       ARF Outstanding Yes \*1      Insolvency Register [Signature]

	Required	Received	Approved			
Received Council	<span style="border: 1px solid black; padding: 2px;">12 MAR 2014</span>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>	Payment	<input checked="" type="checkbox"/>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>
Received Licensing	<span style="border: 1px solid black; padding: 2px;">1 MAR 2014</span>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>	T.E.N. form	<input type="checkbox"/>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>
Received Police	<span style="border: 1px solid black; padding: 2px;">12 3 14</span>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>	Application to transfer	<input checked="" type="checkbox"/>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>
Received EP (TENs only)	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>	Consent to transfer	<input checked="" type="checkbox"/>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span> *2
Application starts	<span style="border: 1px solid black; padding: 2px;">12 3 14</span>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>	Application to vary DPS	<input type="checkbox"/>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>
Last date for representations	<span style="border: 1px solid black; padding: 2px;">25 3 14</span>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>	DPS Consent Form	<input type="checkbox"/>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>
				Existing licence	<input checked="" type="checkbox"/>	<span style="border: 1px solid black; padding: 2px;">[Signature]</span>

\* Summary received and delivered

Cheque       Cash       Card       Postal order

Amount 23000      T/S [Signature]

Notes / Police representation received

1 \* Current year's ARF (2013-14) paid to lift suspension

2 \* Dors accepted a new consent

Granted       Refused       Date 26 3 14

Checked by [Signature]      LalPac [Signature]      Authorised by Officer for Issue [Signature]      Date 31/3/14

EXHIBIT LC/SA/02

Page 2 of 13

DATE 02/02/14 TIME 14:45:14 IP 172.16.1.100 USER admin

Account	Reference	Code	Amount
018913	B390117442	110000	100.00
018913	B390117442	110000	1100.00
TOTAL			1200.00

DEBIT CARD 1200.00

This Payment Includes VAT IC to UK  
Vat Number 155 6277 05

THANK YOU FOR YOUR PAYMENT

This is your receipt of payment  
Please check this receipt against your bank statement

Processed on 02/02/14  
P.O. Box 50  
100000  
01

# Blackpool Council

£23 TRANSFER

£180 TO LIFT THE SUSPENSION

£203

12 MAR 2014

**APPLICATION TO TRANSFER A PREMISES LICENCE  
LICENSING ACT 2003**

Name of proposed  
new licence holder:

MR Sharam SHARIF AMIN

**Built Environment**

Licensing Service  
Blackpool Council  
Municipal Buildings, PO Box 4  
Blackpool, FY1 1NA

**Contact**

T: (01253) 47 8572 / 8589  
F: (01253) 47 8372

[www.blackpool.gov.uk](http://www.blackpool.gov.uk)

**Schedule 6**

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

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.

I/We MR Sharam Sharif Amin

apply to transfer the premises licence described below under section 42 of the Licensing Act 2003 for the premises described in Part 1 below.

**Part 1 - Premises details:**

<b>Address</b>	<del>27 Butler St</del> 124 Central Drive	
	<del>Blackpool</del> Blackpool	
	<b>Post Code</b>	F Y 1 3 H R
<b>Telephone Number</b>	01253 423479	<b>Mobile Number</b> 07872927809

Please give a brief description of the premises: (see guidance note 1)

HOT Food Takeaway

<b>Name of the current Premises Licence holder</b>	MR ASIF YASIN
<b>Premises Licence number</b>	WA0172

**Part 2 – Applicant details**

In what capacity are you applying for the premises licence to be transferred to you

- a) An individual or individuals\*  Complete Section A
- b) A person other than an individual \*
  - i. As a limited company  Complete Section B
  - ii. As a partnership  Complete Section B
  - iii. As an unincorporated association  Complete Section B
  - iv. Other (for example a statutory corporation)  Complete Section B

- c) A recognised club  Complete Section B
- d) A charity  Complete Section B
- e) The proprietor of an educational establishment  Complete Section B
- f) A health service body  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  Complete Section B
- ga) A person who is registered under Chapter 2 of Part 1 of the Health and Social Care Act 2008 in respect of the carrying on of a regulated activity (within the meaning of that Part) in an Independent Hospital in England  Complete Section B
- h) The chief officer of a police force in England or Wales  Complete Section B

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

- I am carrying on or proposing to carry on a business that involves the use of a premises for licensable activities
- I am making the application pursuant to a:
  - Statutory function
  - A function discharged by virtue of Her Majesty's prerogative

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

Title:	Mr <del>Mrs</del> <del>Miss</del> <del>Ms</del>	Forename(s)	Sharam Sharif			
Surname	MR AMIN		Date of Birth	05	01	83
Home address	27 Butler St					
	Post Code	F	Y	1	3	HR
Telephone Number	01253423479		Mobile Number	07872927809		
E-Mail address						

**SECOND INDIVIDUAL APPLICANT (If Applicable)**

<b>Title:</b>	<b>Mr</b>	<b>Mrs</b>	<b>Miss</b>	<b>Ms</b>		<b>Forename(s)</b>	
<b>Surname</b>						<b>Date of Birth</b>	
<b>Home address</b>							
						<b>Post Code</b>	
<b>Telephone Number</b>					<b>Mobile Number</b>		
<b>E-Mail address</b>							

**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.

<b>Name</b>							
<b>Address</b>							
						<b>Post Code</b>	
<b>Registered number</b>							
<b>Description of applicant (for example partnership, company, unincorporated association)</b>							
<b>Telephone number</b>							
<b>E-Mail address (optional)</b>							

Part 3

Are you the holder of the premises licence under an interim authority notice?

Yes  No

Do you wish the transfer to have immediate effect?

Yes  No

If not, when would you like the transfer to take effect?

Day		Month		Year	

Have you enclosed the consent form signed by the existing premises licence holder?

Yes  No

If you have not enclosed the consent form referred to above please give the reasons why not. What steps have you taken to try and obtain the consent?

I have tried to trace MR yasin for sometimes with No success

If this application were granted I would be in a position to use the premises during the application period for the licensable activity or activities authorised by the licence (see section 43 of the Licensing Act 2003)

Have you enclosed the premises licence?

Yes  No

If you have not enclosed the premises licence referred to above please give the reasons why not.

only the summary was on side premise licence not given by previous owner


- I have made or enclosed payment of the fee (£23)
- I have enclosed the consent form signed by the existing premises licence holder or my statement as to why it is not enclosed
- I have enclosed the original premises licence and summary
- I have sent a copy of this application, a copy of the consent form of the existing Premises Licence Holder to transfer and a photocopy of the Premises Licence to the Chief Officer of Police today
- I understand that if I do not comply with the above requirements my application will be rejected



IT IS AN OFFENCE, LIABLE ON CONVICTION TO A FINE UP TO 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** (see note 2)

**Signature of applicant or applicant's solicitor or other duly authorised agent.** (See guidance note 3). If signing on behalf of the applicant please state in what capacity.

Signed	
Print Name	MR Sharem Sharif Amin
Capacity	owner
Date	12-03-14

**For joint applications signature of 2<sup>nd</sup> applicant or 2<sup>nd</sup> applicant's solicitor or other duly authorised agent.** (See guidance note 4) If signing on behalf of the applicant please state in what capacity.

Signed	
Print Name	
Capacity	
Date	

**Contact name (where not previously given) and postal address for correspondence associated with this application** (please read guidance note 5)

Name										
Address										
	Post Code									
Telephone Number					Mobile Number					
E-mail Address										

**Notes for Guidance**

1. Describe the premises. For example the type of premises it is, its general situation and layout and any other information, which would be relevant to the licensing objectives.
2. The application form must be signed.
3. An applicant's agent (for example solicitor) may sign the form on their behalf provided that they have actual authority to do so.
4. Where there is more than one applicant, either both applicants or their respective agents must sign the application form.
5. This is the address that we shall use to correspond with you about this application.



**Lancashire  
Constabulary**

police and communities together

**In order to assist with your application under the licensing Act 2003,  
Lancashire Constabulary ask if you could provide the following  
information, which is offered on a voluntary basis, to speed up the  
application process.**

Full Name (inc any previous names)

MR Sharam Sharif Amin

Date AND place of birth

05-01-83 IRAQ

Contact telephone number

- Day ...07872927809...
- Evening.....
- Mobile.....

**Thanking you in anticipation**



# The Law Society

DATE  
 LANDLORD  
 OF  
 TENANT  
 OF  
 PROPERTY  
 BUILDING  
 LEASE PERIOD  
 USE ALLOWED  
 RENT  
 RENT DATES  
 RENT REVIEW DATES

1 Feb. 2014  
MR Mohammad Reza Raveshi  
197 Hornby Rd Birkpool FY1 4JA  
 LETS TO  
MR Sharam Amin  
23 Butler St FY1 3HK  
Birkpool  
 THE PROPERTY KNOWN AS  
124 Central Drive Birkpool  
 WHICH IS PART OF 122, 124 Central Drive Birkpool  
 (WHICH, WHEN REFERRED TO IN THIS LEASE INCLUDES ITS GROUNDS) FOR THE PERIOD STARTING ON  
1 Feb. 2014 AND ENDING ON  
1 Feb. 2020  
 FOR USE AS  
Hot food take away and restaurant.  
 OR ANY OTHER USE TO WHICH THE LANDLORD CONSENTS (AND THE LANDLORD IS NOT ENTITLED TO WITHHOLD THAT CONSENT UNREASONABLY)  
 THE TENANT PAYING THE LANDLORD RENT AT THE RATE OF  
Rent free for the first six months. POUNDS  
and will negotiate after six months  
 A YEAR BY THESE INSTALMENTS:  
 (A) ON THE DATE OF THIS LEASE, A PROPORTIONATE SUM FOR THE PERIOD STARTING ON \_\_\_\_\_ TO \_\_\_\_\_ AND THEN \_\_\_\_\_  
 (B) EQUAL MONTHLY INSTALMENTS IN ADVANCE ON THE \_\_\_\_\_ DAY OF EACH MONTH  
 THE RENT MAY BE INCREASED (UNDER CLAUSE 9) WITH EFFECT FROM EVERY 3<sup>rd</sup> ANNIVERSARY OF THE START OF THE LEASE PERIOD

THE LAW SOCIETY BUSINESS LEASE (PART OF BUILDING)

This lease is granted on the terms printed on pages 2 to 5, as added to or varied by any terms appearing on page 6 or any attached continuation page

**1.** The Tenant is to pay the Landlord:

**1.1** the rent

**1.2** the service charge in accordance with clause 3 (and this is to be paid as rent)

and the following sums on demand:

**1.3** a fair proportion (decided by a surveyor the landlord nominates) of the cost of repairing maintaining and cleaning:

party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and things used or shared with other property.

**1.4** the cost (including professional fees) of any works to the property which the Landlord does after the Tenant defaults

**1.5** the costs and expenses (including professional fees) which the Landlord incurs in:

- (a) dealing with any application by the Tenant for consent or approval, whether or not it is given
- (b) preparing and serving a notice of a breach of the Tenant's obligations, under section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a court order
- (c) preparing and serving schedules of dilapidations either during the lease period or recording failure to give up the property in the appropriate state of repair when this lease ends

**1.6** interest at the Law Society's interest rate on any of the above payments when more than fourteen days overdue, to be calculated from its due date

and in making payments under this clause:

- (a) nothing is to be deducted or set off
- (b) any value added tax payable is to be added

**2.** The Tenant is also to make the following payments, with value added tax where payable:

**2.1** all periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature), to be paid promptly to the authorities to whom they are due

**2.2** the cost of the grant, renewal or continuation of any licence or registration for using the property for the use allowed, to be paid promptly to the appropriate authority when due

**2.3** a registration fee of £20 for each document which this lease requires the Tenant to register to be paid to the Landlord's solicitors when presenting the document for registration

**3.** The Landlord and the Tenant agree that:

**3.1** the service charge is the Tenant's fair proportion of each item of the service costs

**3.2** the service costs:

- (a) are the costs which the Landlord fairly and reasonably incurs in complying with his obligations under clauses 12 and 13
- (b) include the reasonable charges of any agent contractor consultant or employee whom the Landlord engages to provide the services under clauses 12 and 13
- (c) include interest at no more than the Law Society's interest rate on sums the Landlord borrows to discharge his obligations under clauses 12 and 13

**3.3** the Tenant is to pay the Landlord interim payments on account of the service charge within 21 days of receiving a written demand setting out how it is calculated

**3.4** an interim payment is to be the Tenant's fair proportion of what the service costs are reasonably likely to be in the three months following the demand

**3.5** the Landlord is not entitled to demand interim payments more than once in every three months

**3.6** the Landlord is to keep full records of the service costs

least once a year is to send the Tenant an account setting out, for the period since the beginning of the lease period or the last account as the case may be:

- (a) the amount of the service costs
- (b) the service charge the Tenant is to pay
- (c) the total of any interim payments the Tenant has paid
- (d) the difference between the total interim payments and the service charge

**3.7** within 21 days after the Tenant receives the account, the amount mentioned in clause 3.6(d) is to be settled by payment between the parties except that the Landlord is entitled to retain any overpayment towards any interim payments he has demanded for a later accounting period

**3.8** the Landlord is either:

- (a) to have the account certified by an independent chartered accountant, or
- (b) to allow the Tenant to inspect the books records invoices and receipts relating to the service costs

**3.9** disagreements about the amounts of the service charge or the service costs are to be decided by arbitration under clause 17.5

**4.** The Tenant is to comply with the following requirements as to the use of the building and any part of it, and is not to authorise or allow anyone else to contravene them:

**4.1** to use the property only for the use allowed

**4.2** not to obstruct any part of the building used for access to the property or any other part of the building

**4.3** not to do anything which might invalidate any insurance policy covering any part of the building or which might increase the premium

**4.4** not to hold an auction sale in the property

**4.5** not to use any part of the building for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any other part of the building or of any neighbouring property

**4.6** not to display any advertisements on the outside of the property or which are visible from outside the property unless the Landlord consents (and the Landlord is not entitled to withhold their consent unreasonably)

**4.7** not to overload the floors or walls of the property

**4.8** to comply with the terms of every Act of Parliament, order, regulation, bye-law, rule, licence and registration authorising or regulating how the property is used, and to obtain, renew and continue any licence or registration which is required

**5.** The Tenant is to give the Landlord, or anyone authorised by him in writing, access to the property:

**5.1** for these purposes:

- (a) inspecting the condition of the property, or how it is being used
- (b) doing works which the Landlord is permitted to do under clauses 6.11(c) or 13
- (c) complying with any statutory obligations
- (d) viewing the property as a prospective buyer, tenant or mortgagee
- (e) valuing the property
- (f) inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires, cables serving the building or any neighbouring property

**5.2** and only on 7 days written notice except in an emergency

**5.3** and during normal business hours except in an emergency

**5.4** and the Landlord is promptly to make good all damage caused to the property and any goods there in exercising these rights

**6.** The Tenant is to comply with the following duties in relation to the property:

**6.1** to maintain the state and condition of the inside of the property but the Tenant need not alter or improve it except if required in clause 6.10

**6.2** to decorate the inside of the property:

- (a) in every fifth year of the lease period
- (b) in the last three months of the lease period (however it ends) except to the extent that it has been decorated in the previous year

**6.3** where the property has a shop front to maintain and decorate it

**6.4** when decorating, the Tenant is to use the colours and the types of finish used previously

**6.5** but the Tenant need only make good damage caused by an insured risk to the extent that the insurance money has not been paid because of any act or default of the Tenant

**6.6** the inside of the property is to include all ceilings, floors, doors, door frames, windows, window frames and plate glass and the internal surfaces of all walls but is to exclude joists immediately above the ceilings and supporting floors

**6.7** not to make any structural alterations, external alterations or additions to the property

**6.8** not to make any other alterations unless with the Landlord's consent in writing (and the landlord is not entitled to withhold that consent unreasonably)

**6.9** to keep any plate glass in the property insured for its full replacement cost with reputable insurers, to give the Landlord details of that insurance on request, and to replace any plate glass which becomes damaged

**6.10** to do the work in the property which any authority acting under an Act of Parliament requires even if it alters or improves the property. Before the Tenant does so, the Landlord is to:

- (a) give his consent in writing to the work
- (b) contribute a fair proportion of the cost of the work taking into account any value to him of that work

**6.11** if the Tenant fails to do any work which this lease requires him to do and the Landlord gives him written notice to do it, the Tenant is to:

- (a) start the work within two months, or immediately in case of emergency, and
- (b) proceed diligently with the work
- (c) in default, permit the Landlord to do the work

**6.12** any dispute arising under clause 6.10(b) is to be decided by arbitration under clause 17.5

**7.** the Tenant is to comply with the following:

**7.1** the Tenant is not to share occupation of the property and no part of it is to be transferred, sublet or occupied separately from the remainder

**7.2** the Tenant is not to transfer or sublet the whole of the property unless the Landlord gives his written consent in advance, and the Landlord is not entitled to withhold that consent unreasonably

**7.3** any sublease is to be on terms which are consistent with this lease, but is not to permit the sub-tenant to underlet

**7.4** within four weeks after the property is transferred mortgaged or sublet, the Landlord's solicitors are to be notified and a copy of the transfer mortgage or sublease sent to them for registration with the fee payable under clause 2.3

**7.5** If the Landlord requires, a Tenant who transfers the whole of the property is to give the Landlord a written guarantee, in the terms set out in the Guarantee Box, that the Transferee will perform his obligations as Tenant

**8.** The Tenant:

**8.1** is to give the Landlord a copy of any notice concerning the property or any neighbouring property as soon as he receives it

**8.2** is to allow the Landlord, during the last six months of the lease period, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let

**8.3** is not to apply for planning permission relating to the use or alteration of the property unless the Landlord gives written consent in advance

**9.1** On each rent review date, the rent is to increase to the market rent if that is higher than the rent applying before that date.

**9.2** The market rent is the rent which a willing tenant would pay for the property on the open market, if let to him on the rent review date by a willing landlord on a lease on the same terms as this lease without any premium and for a period equal to the remainder of the lease period, assuming that at that date:

- (a) The willing tenant takes account of any likelihood that he would be entitled to a new lease of the property when the lease ends, but does not take account of any goodwill belonging to anyone who has occupied the property;
- (b) the property is vacant and had not been occupied by the Tenant or any sub-tenant;
- (c) the property can immediately be used;
- (d) the property is in the condition required by this lease and any damage caused by any of the risks insured under clause 12 has been made good;
- (e) During the lease period no Tenant or Sub-tenant has done anything to to the property to increase or decrease its rental value and "anything" includes work done by the Tenant to comply with clause 6.10, but nothing else which the Tenant was obliged to do under this Lease

**9.3** If the Landlord and the Tenant agree the amount of the new rent, a statement of that new rent, signed by them, is to be attached to this lease

**9.4** If the Landlord and the Tenant have not agreed the amount of the new rent two months before the rent review date, either of them may require the new rent to be decided by arbitration under clause 17.5

**9.5**

- (a) The Tenant is to continue to pay rent at the rate applying before the rent review date until the next rent day after the new rent is agreed or decided
- (b) Starting on that rent day, the Tenant is to pay the new rent
- (c) On that rent day, the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest on that amount at 2% below the Law Society's interest rate

**10.** If the property is or the common parts are damaged by any of the risks to be insured under clause 12 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:

**10.1** the rent, or fair proportion of it, is to be suspended for three years or until the property or the common parts are fully restored, if sooner

**10.2** if at any time it is unlikely that the property or the common parts will be fully restored within three years from the date of the damage, the Landlord (so long as he has not wilfully delayed the restoration) or the Tenant may end this lease by giving one month's notice to the other during the three year period, in which case

- (a) the insurance money belongs to the Landlord and
- (b) the Landlord's obligation to make good damage under clause 12 ceases

**10.3** a notice given outside the time limits in clause 10.2 is not effective

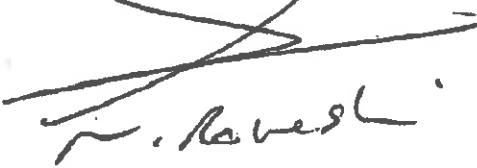
**10.4** The Tenant cannot claim the benefit of this clause to the extent that the insurers refuse to pay the insurance money because of his act or default.

**10.5** any dispute arising under any part of this clause is to be decided by arbitration under clause 17.5

**11.** While the Tenant complies with the terms of this lease, the Landlord is to allow the Tenant to possess and use the property without lawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord

Land lord  
Mr M.L. Ravesh  
197 Holnky Rd  
B, pool FY14 5A  
07930603059

1) This Lease will be renewed  
after Expiry for further number  
of years which will be negotiated  
at that time  
M. Ravesh



TENANT

Mr Sharam Amin  
27 Butler Street  
Blackpool  
FY1 3AR





The Law Society

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EXHIBIT

LC/SA/03 Page 1 of 14

Transfer / Vary DPS / T.E.N. - Tracking Sheet

Lalpac Number

073668

Licence Number

WA0172

Name of Premises

TAKEAWAY, 124 CENTRAL DRIVE

Type of Application

Transfer

Vary DPS

T.E.N.

Check:

Gaming Machine Permit

ARF Outstanding

Insolvency Register

Received Council

07 FEB 2018

Right to Work

RR

SC

Received Licensing

07 FEB 2018

T.E.N. form

Received Police

13 2 18

Application to transfer

RR

SC

Received EP (TENs only)

Consent to transfer

RR

SC

Application starts

13 2 18

Application to vary DPS

Last date for representations

26 2 18

DPS Consent Form

Existing licence

RR

SC

Cheque

Cash

Card

Postal order

Amount

23.00

T/S

SC

Notes / Police representation received

[Empty box for notes]

Granted

Refused

Date

Checked by

SC

LalPac

SC

Authorised by Officer for Issue

Date

\*\*\* COPY RECEIPT \*\*\*

# Blackpool Co

Date 07/02/2018, Time 14:40, Term 07760, Cashier ryanrat  
cliffa

Audit Reference	Fund	Amount
019839 BJ30027442	LICENC	£23.00
VAT Rate: 0% Net:	£23.00 VAT:	£0.00

**TOTAL £23.00**

CASH - COUNTER £23.00

This Payment Includes VAT of £0.00  
Vat Number 155 820 857

>>> THANK YOU FOR YOUR PAYMENT <<<

This is your proof of payment  
Please check this receipt and keep it in a safe place

Blackpool Council  
P.O.Box 50  
Revenues Division  
Blackpool  
FY1 1NF

## APPLICATION TO TRANSFER A PRE LICENSING ACT 2003

Name of proposed  
new licence holder:

Jaafar Bradost

### Contact

Licensing Service  
Blackpool Council  
Municipal Buildings, PO Box 4  
Blackpool, FY1 1NA

T: (01253) 47 8572 / 8589  
F: (01253) 47 8372

[www.blackpool.gov.uk/licensing](http://www.blackpool.gov.uk/licensing)





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

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.

I/We JAAFAR BRADOST

apply to transfer the premises licence described below under section 42 of the Licensing Act 2003 for the premises described in Part 1 below.

**Part 1 - Premises details:**

Address	124 CENTRAL DRIVE			
	BLACKPOOL			
	LANCASTHIRE	Post Code	F	Y15DY
Telephone Number	01253 280 567	Mobile Number	07447938474	

Please give a brief description of the premises: (see guidance note 1)

FAST FOOD  
 LATE NIGHT REFRESHMENTS

Name of the current Premises Licence holder	SHARAM SHARIF AMIN
Premises Licence number	WAO172

**Part 2 – Applicant details**

In what capacity are you applying for the premises licence to be transferred to you?

- a) An individual or individuals\*  Complete Section A
- b) A person other than an individual \*
  - i. As a limited company  Complete Section B
  - ii. As a partnership  Complete Section B
  - iii. As an unincorporated association  Complete Section B
  - iv. Other (for example a statutory corporation)  Complete Section B

**SECOND INDIVIDUAL APPLICANT (If Applicable)**

<b>Title:</b>	Mr	Mrs	Miss	Ms		<b>Forename(s)</b>	
<b>Surname</b>						<b>Date of Birth</b>	
<b>Nationality</b>							
<b>Home address</b>							
						<b>Post Code</b>	
<b>Telephone Number</b>						<b>Mobile Number</b>	
<b>E-Mail address</b>							

**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.

<b>Name</b>							
<b>Address</b>							
						<b>Post Code</b>	
<b>Registered number</b>							
<b>Description of applicant (for example partnership, company, unincorporated association)</b>							
<b>Telephone number</b>							
<b>E-Mail address (optional)</b>							

- c) A recognised club  Complete Section B
- d) A charity  Complete Section B
- e) The proprietor of an educational establishment  Complete Section B
- f) A health service body  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  Complete Section B
- ga) A person who is registered under Chapter 2 of Part 1 of the Health and Social Care Act 2008 in respect of the carrying on of a regulated activity (within the meaning of that Part) in an independent Hospital in England  Complete Section B
- h) The chief officer of a police force in England or Wales  Complete Section B

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

- I am carrying on or proposing to carry on a business that involves the use of a premises for licensable activities
- I am making the application pursuant to a:
  - Statutory function
  - A function discharged by virtue of Her Majesty's prerogative

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

Title:	<input checked="" type="radio"/> Mr	<input type="radio"/> Mrs	<input type="radio"/> Miss	<input type="radio"/> Ms		Forename(s)	JAAFAR					
Surname	BRADOST				Date of Birth	02	07	1987				
Nationality	BRITISH											
Home address	17 PHAROS STREET											
	FLEETWOOD											
	LANCASHIRE						Post Code	F	Y	7	6	B
Telephone Number					Mobile Number	07447938474						
E-Mail address												

**Part 3**

Are you the holder of the premises licence under an interim authority notice?

Yes	<input checked="" type="radio"/> No
-----	-------------------------------------

Do you wish the transfer to have immediate effect?

<input checked="" type="radio"/> Yes	No
--------------------------------------	----

If not, when would you like the transfer to take effect?

Day		Month		Year	

Have you enclosed the consent form signed by the existing premises licence holder?

<input checked="" type="radio"/> Yes	No
--------------------------------------	----

If you have not enclosed the consent form referred to above please give the reasons why not. What steps have you taken to try and obtain the consent?

If this application were granted I would be in a position to use the premises during the application period for the licensable activity or activities authorised by the licence (see section 43 of the Licensing Act 2003)

Have you enclosed the premises licence?

<input checked="" type="radio"/> Yes	No
--------------------------------------	----

If you have not enclosed the premises licence please give the reasons why not:

Paper part lost

- I have made or enclosed payment of the fee (£23)
- I have enclosed the consent form signed by the existing premises licence holder or my statement as to why it is not enclosed
- I have enclosed the original premises licence and summary
- I have sent a copy of this application, a copy of the form of consent of the existing Premises Licence Holder to transfer, and a copy of the Premises Licence to the Chief Officer of Police and Home Office Immigration Enforcement today
- I have provided proof of my entitlement to work in the UK (if applicable – for individual applicants only)

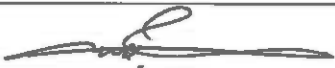
IT IS AN OFFENCE, UNDER SECTION 158 OF THE LICENSING ACT 2003, TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION, THOSE WHO MAKE A FALSE STATEMENT MAY BE LIABLE ON SUMMARY CONVICTION TO A FINE OF ANY AMOUNT.

IT IS AN OFFENCE UNDER SECTION 24B OF THE IMMIGRATION ACT 1971 FOR A PERSON TO WORK WHEN THEY KNOW, OR HAVE REASONABLE CAUSE TO BELIEVE, THAT THEY ARE DISQUALIFIED FROM DOING SO BY REASON OF THEIR IMMIGRATION STATUS. THOSE WHO EMPLOY AN ADULT WITHOUT LEAVE OR WHO IS SUBJECT TO CONDITIONS AS TO EMPLOYMENT WILL BE LIABLE TO A CIVIL PENALTY UNDER SECTION 15 OF THE IMMIGRATION, ASYLUM AND NATIONALITY ACT 2006 AND PURSUANT TO SECTION 21 OF THE SAME ACT, WILL BE COMMITTING AN OFFENCE WHERE THEY DO SO IN THE KNOWLEDGE, OR WITH REASONABLE CAUSE TO BELIEVE, THAT THE EMPLOYEE IS DISQUALIFIED.

I understand I am not entitled to be issued with a licence if I do not have the entitlement to live and work in the UK (or if I am subject to a condition preventing me from doing work relating to the carrying on of a licensable activity) and that my licence will become invalid if I cease to be entitled to live and work in the UK (please read guidance note 2)

**Part 4 – Signatures** (see note 3)

**Signature of applicant or applicant's solicitor or other duly authorised agent.** (See guidance note 4). **If signing on behalf of the applicant please state in what capacity.**

Signed	
Print Name	JAAFAR BRADOST
Capacity	
Date	05/02/2018

**For joint applications signature of 2<sup>nd</sup> applicant or 2<sup>nd</sup> applicant's solicitor or other duly authorised agent.** (See guidance note 5) **If signing on behalf of the applicant please state in what capacity.**

Signed	
Print Name	
Capacity	
Date	

Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 6)

Name											
Address											
	Post Code										
Telephone Number						Mobile Number					
E-mail Address											

**Notes for Guidance**

- Describe the premises. For example the type of premises it is, its general situation and layout and any other information, which would be relevant to the licensing objectives.
- Right to work / immigration status for individual applicants and applications from partnerships which are not limited liability partnerships:**  
 A licence may not be held by an individual or an individual in a partnership who is resident in the UK who:
  - o Does not have the right to live and work in the UK; or
  - o Is subject to a condition preventing him or her from doing work relating to the carrying on of a licensable activity

Any premises licence issued in respect of an application made on or after 6 April 2017 will become invalid if the holder ceases to be entitled to work in the UK.

Applicants must demonstrate that they have the right to work in the UK and are not subject to a condition preventing them from doing work relating to the carrying on of a licensable activity. They do this by providing with this application copies or scanned copies of the following documents (which do not need to be certified):

**Documents which demonstrate entitlement to work in the UK:**

- An expired or current passport showing the holder, or a person named in the passport as the child of the holder, is a British citizen or a citizen of the UK and Colonies having the right of abode in the UK (please see note below about which sections of the passport to copy)
- An expired or current passport or national identity card showing the holder, or a person named in the passport as the child of the holder, is a national of a European Economic Area country or Switzerland.
- A registration certificate or document certifying permanent residence issued by the Home Office to a national of a European Economic Area country or Switzerland.
- A permanent residence card issued by the Home Office to the family member of a national of a European Economic Area country or Switzerland.
- A **current** Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder indicating that the person named is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.
- A **current** passport endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, has the right of abode in the UK, or has no time limit on their stay in the UK.
- A **current** immigration status document issued by the Home Office to the holder with an endorsement indicating that the named person is allowed to stay indefinitely in the UK or has no time limit on their stay in the UK, **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.

- A full birth or adoption certificate issued in the UK which includes the name(s) of at least one of the holder's parents or adoptive parents, **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A birth or adoption certificate issued in the Channel Islands, the Isle of Man or Ireland **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A certificate of registration or naturalisation as a British citizen, **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A **current** passport endorsed to show that the holder is allowed to stay in the UK and is currently allowed to work and is not subject to a condition preventing the holder from doing work relating to the carrying on of a licensable activity.
- A **current** Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder which indicates that the named person can currently stay in the UK and is allowed to work in relation to the carrying on of a licensable activity.
- A **current** Residence Card issued by the Home Office to a person who is not a national of a European Economic Area state or Switzerland but who is a family member of such a national or who has derivative rights of residence.
- A **current** immigration status document containing a photograph issued by the Home Office to the holder with an endorsement indicating that the named person may stay in the UK, and is allowed to work and is not subject to a condition preventing the holder from doing work relating to the carrying on of a licensable activity **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A certificate of application, **less than 6 months old**, issued by the Home Office under regulation 17(3) or 18A(2) of the Immigration (European Economic Area) Regulations 2006, to a person who is not a national of a European Economic Area state or Switzerland but who is a family member of such a national or who has derivative rights of residence.
- Reasonable evidence that the person has an outstanding application to vary their permission to be in the UK with the Home Office such as the Home Office acknowledgment letter or proof of postage evidence, or reasonable evidence that the person has an appeal or administrative review pending on an immigration decision, such as an appeal or administrative review reference number.
- Reasonable evidence that a person who is not a national of a European Economic Area state or Switzerland but who is a family member of such a national or who has derivative rights of residence in exercising treaty rights in the UK including:
  - Evidence of the applicant's own identity – such as a passport
  - Evidence of their relationship with the European Economic Area family member, e.g. a marriage certificate, civil partnership certificate or birth certificate, and
  - Evidence that the European Economic Area national has a right of permanent residence in the UK or is one of the following if they have been in the UK for more than 3 months:
    - Working e.g. employment contract, wage slips, letter from the employer
    - Self-employed e.g. contracts, invoices, or audited accounts with a bank
    - Studying e.g. letter from the school, college or university and evidence of sufficient funds, or
    - Self-sufficient, e.g. bank statements

Family members of European Economic Area nationals who are studying or financially independent must also provide evidence that the European Economic Area national and any family members hold comprehensive sickness insurance in the UK. This can include a private medical insurance policy, an EHIC card or an S1, S2 or S3 form.

**Original documents must not be sent to the Licensing Authority.**

If the document copied is a passport, a copy of the following pages should be provided:

- i) Any page containing the holder's personal details including nationality
- ii) Any page containing the holder's photograph
- iii) Any page containing the holder's signature
- iv) Any page containing the date of expiry, and
- v) Any page containing information indicating the holder has permission to enter or remain in the UK and is permitted to work.

If the document is not a passport, a copy of the whole document should be provided.

Your right to work will be checked as part of your licensing application and this could involve us checking your immigration status with the Home Office. We may otherwise share information with the Home Office. Your licence application will not be determined until you have complied with this guidance.

3. The application form must be signed.
4. An applicant's agent (for example solicitor) may sign the form on their behalf provided that they have actual authority to do so.
5. Where there is more than one applicant, either both applicants or their respective agents must sign the application form.
6. This is the address that we shall use to correspond with you about this application.

① alcohol e homeoffice.gsi.gov.uk

② westlicensing@lancashire.pnn.police.uk





**Lancashire  
Constabulary**

police and communities together

**In order to assist with your application under the licensing Act 2003, Lancashire Constabulary ask if you could provide the following information, which is offered on a voluntary basis, to speed up the application process.**

Full Name (inc any previous names)

JAAFAR MAHMUD BRADOST

Date AND place of birth

02/07/1987

IRAQ

Contact telephone number

- Day ..07447938474..
- Evening.....↓.....
- Mobile.....↓.....

**Thanking you in anticipation**

# Blackpool Council

## CONSENT OF PREMISES LICENCE HOLDER TO TRANSFER

**Applicant(s) Name:**

SHARAM SHARIF AMIN

Licensing Service  
Blackpool Council  
Municipal Buildings, PO Box 4  
Blackpool, FY1 1NA

**Contact**

T: (01253) 47 8572 / 8589  
F: (01253) 47 8372

[www.blackpool.gov.uk](http://www.blackpool.gov.uk)



SCHEDULE 11

Form of Consent of Premises Licence Holder to transfer


<b>Full name of current (outgoing) Premises Licence holder:</b>
SHARAM SHARIF AMIN

<b>Premises Licence Number:</b>
WA 0172

<b>Name and Address of Premises to which the transfer relates:</b>
124 CENTRAL DRIVE Blackpool FY1SDY

<b>Full name of transferee (new Premises Licence holder):</b>
<del>Jaafar</del> Jaafar BIZADOST

I hereby give my consent for the transfer of the above premises licence number to the above named transferee.

<b>Signed:</b>	
<b>Name:</b>	SHARAM AMIN
<b>Date:</b>	05/02/2018.



**STATEMENT OF WITNESS**

*(Criminal Procedure Rules, r. 16.2;  
Criminal Justice Act 1967, s. 9)*

**STATEMENT OF Nick Mottram**

**Age of witness (if over 18, enter "over 18"):** Over 18

**This statement consisting of 2 pages 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 in it anything which I know to be false, or do not believe to be true.**

I am Nick Mottram a Neighbourhood Environmental Action Team Officer employed by Blackpool Council my duties include carrying out enforcement action for environmental offences committed under the Environmental Protection Act.

While I was on duty on the 2<sup>nd</sup> February 2018 at approximately 17:00 hours I attended commercial premises known as LILO CHARCOAL, 124 Central Drive Blackpool FY1 5DY a fast food and home delivery establishment selling Pizza, kebabs and burgers and other sundry items.

This was a routine inspection as all commercial business premises that generate waste have a Statutory Duty of Care under section 34 of the Environmental Protection Act 1990 that requires ,

1. Waste to be stored correctly and properly contained.
2. It is only collected by a registered waste carrier.
3. All collections are covered by a valid waste transfer note.
4. Records of transfers of waste are kept for a period of 2 years and should be available for inspection by an authorised officer on request.
5. Waste is only taken to an authorised facility.

On investigation I introduced myself to the staff working that evening and requested the waste transfer notes for the disposal of the general waste. I was given a folder by one of the staff from behind the counter to check the documentation I looked at every page and there was nothing relating to the disposal of the waste.

I entered the rear of the shop and checked outside and there was a large bin full of food waste with the words Max Recycling on the side. It was at this point I noticed that the concrete floor inside the building was extremely slippery due to a build-up of oil and grease, I then noticed a surface water drain within a food storage area that was contaminated with oil and grease the drain was also producing a strong pungent odour, I pointed out the problem to one of the staff and I was told it was blocked.

I asked the same member of staff if the drain had been used to dispose of any used oil from the chip fryers he said no we sell it for £20.00 per tub. He showed me the containers stored in another part of the building. I then took a picture on my mobile of 3 large blue containers containing used

**Signed:** ..... (witness)

**Date:** .....

*(To be completed if applicable: ..... being unable to read the above statement I, .....of ....., read it to him/her before he/she signed it.*

**Signed:** ..... **Date:** ..... **Page 59**

oil from the kitchen in the same area there was another drain that was also blocked with oil and grease and had the same pungent smell I took another 2 pictures on my mobile exhibited hereto NM/01, NM/02, and NM/03.

The whole kitchen floor area and eating area at the front of the shop was so slippery and dirty, I had to try and clean the oil and grease from my foot wear on the pavement at the front of the shop to prevent the oil and grease being transferred to my vehicle.

At approximately 18:30 hours the owner of the business turned up Mr Sharam Sharif Amin I introduced myself and asked him to produce the waste transfer notes for the disposal of the waste oil, his reply was that he sold the waste oil to a company but did not have any waste transfer notes for the disposal. I then issued Mr Amin a Fixed Penalty Notice for failing to provide documentation as required under the Control of Pollution Act S5B (2).

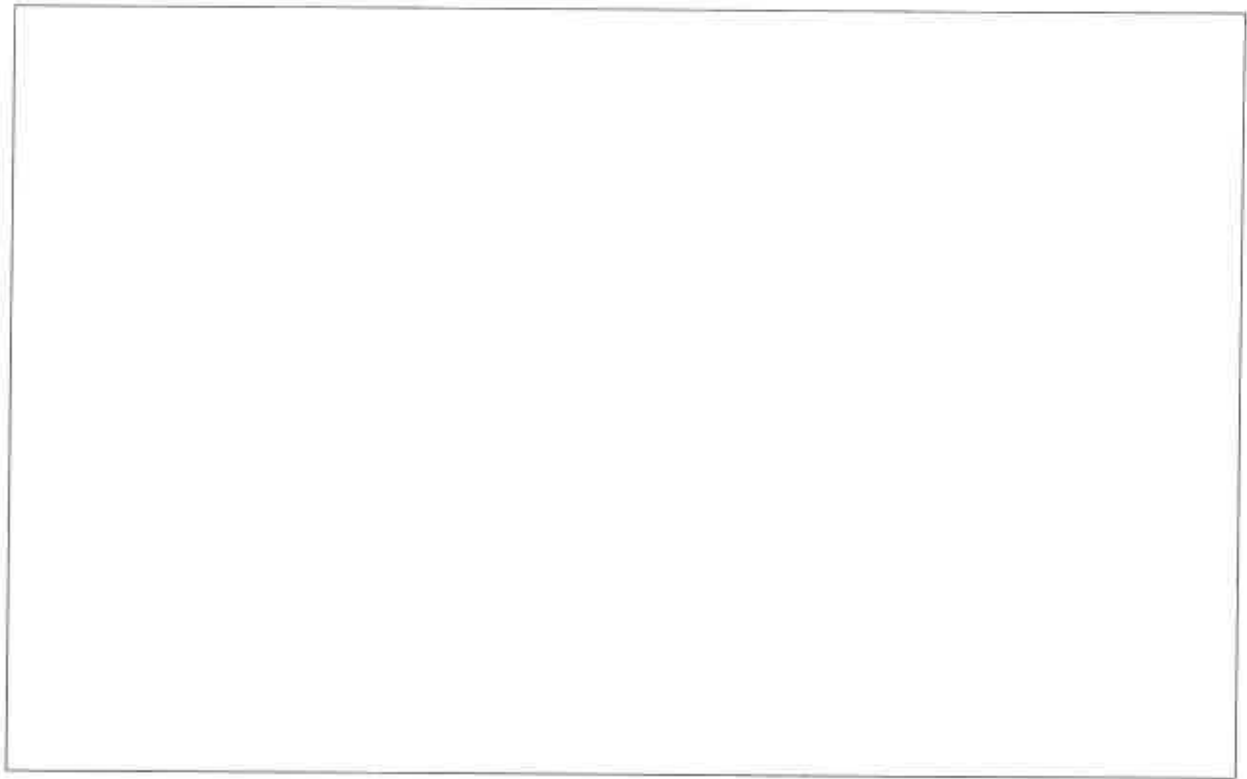
Mr Amin paid the Fixed Penalty Notice the following week.

**Signed:** ..... (witness)

**Date:** .....

*(To be completed if applicable: ..... being unable to read the above statement I, .....of ....., read it to him/her before he/she signed it.*

**Signed:** ..... **Date:** Page.60... )



**Signed:** ..... (witness)

**Date:** .....

*(To be completed if applicable: ..... being unable to read the above statement I, .....of ....., read it to him/her before he/she signed it.*

**Signed:** ..... **Date:** ..... **Page 61**

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# The Law Society

THE LAW SOCIETY BUSINESS LEASE (PART OF BUILDING)

DATE

5.2.2018

LANDLORD

MR Mohammed Raza Raveeshi  
OF 45 Bloomfield Rd Birkdale  
FY1 6JL

LETS TO

TENANT

MR Jafer Mahmud Bladost  
OF 17 Pharos St Fleetwood FY7 6BE

PROPERTY

THE PROPERTY KNOWN AS "Lilo Charcoal"  
124 Central Drive Birkdale FY1 5DY

BUILDING

WHICH IS PART OF 1  
122, 124 Central Drive Birkdale FY1 5DY

(WHICH, WHEN REFERRED TO IN THIS LEASE, INCLUDES ITS GROUNDS) FOR THE PERIOD STARTING ON

LEASE PERIOD

5.2.2018

AND ENDING ON

4.2.2023

USE ALLOWED

FOR USE AS

Hot Food take away

OR ANY OTHER USE TO WHICH THE LANDLORD CONSENTS (AND THE LANDLORD IS NOT ENTITLED TO WITHHOLD THAT CONSENT UNREASONABLY)

RENT

THE TENANT PAYING THE LANDLORD RENT AT THE RATE OF

Seven thousand two hundred POUNDS  
(£ 7200.00)

A YEAR BY THESE INSTALMENTS:

£6000.00

(A) ON THE DATE OF THIS LEASE, A PROPORTIONATE SUM FOR THE PERIOD

STARTING ON

5.2.18

TO

4.3.18

AND THEN

(B) ~~BY EQUAL MONTHLY~~ INSTALMENTS IN ADVANCE ON THE

RENT DAYS

5<sup>th</sup>

DAY OF EACH MONTH

RENT REVIEW DATES

~~THE RENT MAY BE INCREASED (UNDER CLAUSE 9) WITH EFFECT FROM EVERY~~

~~ANNIVERSARY OF THE START OF THE LEASE PERIOD~~

# TENANT'S OBLIGATIONS

1

## PAYMENTS

**1.** The Tenant is to pay the Landlord:

**1.1** the rent

**1.2** the service charge in accordance with clause 3 (and this is to be paid as rent)

and the following sums on demand:

**1.3** a fair proportion (decided by a surveyor the landlord nominates) of the cost of repairing maintaining and cleaning:

party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and things used or shared with other property.

**1.4** the cost (including professional fees) of any works to the property which the Landlord does after the Tenant defaults

**1.5** the costs and expenses (including professional fees) which the Landlord incurs in:

- (a) dealing with any application by the Tenant for consent or approval, whether or not it is given
- (b) preparing and serving a notice of a breach of the Tenant's obligations, under section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a court order
- (c) preparing and serving schedules of dilapidations either during the lease period or recording failure to give up the property in the appropriate state of repair when this lease ends

**1.6** interest at the Law Society's interest rate on any of the above payments when more than fourteen days overdue, to be calculated from its due date

and in making payments under this clause:

- (a) nothing is to be deducted or set off
- (b) any value added tax payable is to be added

2

**2.** The Tenant is also to make the following payments, with value added tax where payable:

**2.1** all periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature), to be paid promptly to the authorities to whom they are due

**2.2** the cost of the grant, renewal or continuation of any licence or registration for using the property for the use allowed, to be paid promptly to the appropriate authority when due

**2.3** a registration fee of £20 for each document which this lease requires the Tenant to register to be paid to the Landlord's solicitors when presenting the document for registration

3

## SERVICE CHARGE

**3.** The Landlord and the Tenant agree that:

**3.1** the service charge is the Tenant's fair proportion of each item of the service costs

**3.2** the service costs:

- (a) are the costs which the Landlord fairly and reasonably incurs in complying with his obligations under clauses 12 and 13
- (b) include the reasonable charges of any agent contractor consultant or employee whom the Landlord engages to provide the services under clauses 12 and 13
- (c) include interest at no more than the Law Society's interest rate on sums the Landlord borrows to discharge his obligations under clauses 12 and 13

**3.3** the Tenant is to pay the Landlord interim payments on account of the service charge within 21 days of receiving a written demand setting out how it is calculated

**3.4** an interim payment is to be the Tenant's fair proportion of what the service costs are reasonably likely to be in the three months following the demand

**3.5** the Landlord is not entitled to demand interim payments more than once in every three months

**3.6** the Landlord is to keep full records of the service costs and at

least once a year is to send the Tenant an account setting out, for the period since the beginning of the lease period or the last account as the case may be:

- (a) the amount of the service costs
- (b) the service charge the Tenant is to pay
- (c) the total of any interim payments the Tenant has paid
- (d) the difference between the total interim payments and the service charge

**3.7** within 21 days after the Tenant receives the account, the amount mentioned in clause 3.6(d) is to be settled by payment between the parties except that the Landlord is entitled to retain any overpayment towards any interim payments he has demanded for a later accounting period

**3.8** the Landlord is either:

- (a) to have the account certified by an independent chartered accountant, or
- (b) to allow the Tenant to inspect the books records invoices and receipts relating to the service costs

**3.9** disagreements about the amounts of the service charge or the service costs are to be decided by arbitration under clause 17.5

4

## USE

**4.** The Tenant is to comply with the following requirements as to the use of the building and any part of it, and is not to authorise or allow anyone else to contravene them:

**4.1** to use the property only for the use allowed

**4.2** not to obstruct any part of the building used for access to the property or any other part of the building

**4.3** not to do anything which might invalidate any insurance policy covering any part of the building or which might increase the premium

**4.4** not to hold an auction sale in the property

**4.5** not to use any part of the building for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any other part of the building or of any neighbouring property

**4.6** not to display any advertisements on the outside of the property or which are visible from outside the property unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)

**4.7** not to overload the floors or walls of the property

**4.8** to comply with the terms of every Act of Parliament, order, regulation, bye-law, rule, licence and registration authorising or regulating how the property is used, and to obtain, renew and continue any licence or registration which is required

5

## ACCESS

**5.** The Tenant is to give the Landlord, or anyone authorised by him in writing, access to the property:

**5.1** for these purposes:

- (a) inspecting the condition of the property, or how it is being used
- (b) doing works which the Landlord is permitted to do under clauses 6.11(c) or 13
- (c) complying with any statutory obligations
- (d) viewing the property as a prospective buyer, tenant or mortgagee
- (e) valuing the property
- (f) inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires, cables serving the building or any neighbouring property

**5.2** and only on 7 days written notice except in an emergency

**5.3** and during normal business hours except in an emergency

**5.4** and the Landlord is promptly to make good all damage caused to the property and any goods there in exercising these rights

**CONDITION AND WORK**

**6.** The Tenant is to comply with the following duties in relation to the property:

**6.1** to maintain the state and condition of the inside of the property but the Tenant need not alter or improve it except if required in clause 6.10

**6.2** to decorate the inside of the property:

- (a) in every fifth year of the lease period
- (b) in the last three months of the lease period (however it ends) except to the extent that it has been decorated in the previous year

**6.3** where the property has a shop front to maintain and decorate it

**6.4** when decorating, the Tenant is to use the colours and the types of finish used previously

**6.5** but the Tenant need only make good damage caused by an insured risk to the extent that the insurance money has not been paid because of any act or default of the Tenant

**6.6** the inside of the property is to include all ceilings, floors, doors, door frames, windows, window frames and plate glass and the internal surfaces of all walls but is to exclude joists immediately above the ceilings and supporting floors

**6.7** not to make any structural alterations, external alterations or additions to the property

**6.8** not to make any other alterations unless with the Landlord's consent in writing (and the landlord is not entitled to withhold that consent unreasonably)

**6.9** to keep any plate glass in the property insured for its full replacement cost with reputable insurers, to give the Landlord details of that insurance on request, and to replace any plate glass which becomes damaged

**6.10** to do the work to the property which any authority acting under an Act of Parliament requires even if it alters or improves the property. Before the Tenant does so, the Landlord is to:

- (a) give his consent in writing to the work
- (b) contribute a fair proportion of the cost of the work taking into account any value to him of that work

**6.11** if the Tenant fails to do any work which this lease requires him to do and the Landlord gives him written notice to do it, the Tenant is to:

- (a) start the work within two months, or immediately in case of emergency, and
- (b) proceed diligently with the work
- (c) in default, permit the Landlord to do the work

**6.12** any dispute arising under clause 6.10(b) is to be decided by arbitration under clause 17.5

**TRANSFER ETC.**

**7.** the Tenant is to comply with the following:

**7.1** the Tenant is not to share occupation of the property and no part of it is to be transferred, sublet or occupied separately from the remainder

**7.2** the Tenant is not to transfer or sublet the whole of the property unless the Landlord gives his written consent in advance, and the Landlord is not entitled to withhold that consent unreasonably

**7.3** any sublease is to be on terms which are consistent with this lease, but is not to permit the sub-tenant to underlet

**7.4** within four weeks after the property is transferred mortgaged or sublet, the Landlord's solicitors are to be notified and a copy of the transfer mortgage or sublease sent to them for registration with the fee payable under clause 2.3

**7.5** If the Landlord requires, a Tenant who transfers the whole of the property is to give the Landlord a written guarantee, in the terms set out in the Guarantee Box, that the Transferee will perform his obligations as Tenant

**OTHER MATTERS**

**8.** The Tenant:

**8.1** is to give the Landlord a copy of any notice concerning the property or any neighbouring property as soon as he receives it

**8.2** is to allow the Landlord, during the last six months of the lease period, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let

**8.3** is not to apply for planning permission relating to the use or alteration of the property unless the Landlord gives written consent in advance

**RENT REVIEW**

**9.1** On each rent review date, the rent is to increase to the market rent if that is higher than the rent applying before that date.

**9.2** The market rent is the rent which a willing tenant would pay for the property on the open market, if let to him on the rent review date by a willing landlord on a lease on the same terms as this lease without any premium and for a period equal to the remainder of the lease period, assuming that at that date:

- (a) The willing tenant takes account of any likelihood that he would be entitled to a new lease of the property when the lease ends, but does not take account of any goodwill belonging to anyone who has occupied the property;
- (b) the property is vacant and had not been occupied by the Tenant or any sub-tenant;
- (c) the property can immediately be used;
- (d) the property is in the condition required by this lease and any damage caused by any of the risks insured under clause 12 has been made good;
- (e) During the lease period no Tenant or Sub-tenant has done anything to to the property to increase or decrease its rental value and "anything" includes work done by the Tenant to comply with clause 6.10, but nothing else which the Tenant was obliged to do under this Lease

**9.3** If the Landlord and the Tenant agree the amount of the new rent, a statement of that new rent, signed by them, is to be attached to this lease

**9.4** If the Landlord and the Tenant have not agreed the amount of the new rent two months before the rent review date, either of them may require the new rent to be decided by arbitration under clause 17.5

**9.5**

- (a) The Tenant is to continue to pay rent at the rate applying before the rent review date until the next rent day after the new rent is agreed or decided
- (b) Starting on that rent day, the Tenant is to pay the new rent
- (c) On that rent day, the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest on that amount at 2% below the Law Society's interest rate

**DAMAGE**

**10.** If the property is or the common parts are damaged by any of the risks to be insured under clause 12 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:

**10.1** the rent, or fair proportion of it, is to be suspended for three years or until the property or the common parts are fully restored, if sooner

**10.2** if at any time it is unlikely that the property or the common parts will be fully restored within three years from the date of the damage, the Landlord (so long as he has not wilfully delayed the restoration) or the Tenant may end this lease by giving one month's notice to the other during the three year period, in which case

- (a) the insurance money belongs to the Landlord and
- (b) the Landlord's obligation to make good damage under clause 12 ceases

**10.3** a notice given outside the time limits in clause 10.2 is not effective

**10.4** The Tenant cannot claim the benefit of this clause to the extent that the insurers refuse to pay the insurance money because of his act or default.

**10.5** any dispute arising under any part of this clause is to be decided by arbitration under clause 17.5

**LANDLORD'S OBLIGATIONS AND FORFEITURE RIGHTS****QUIET ENJOYMENT**

**11.** While the Tenant complies with the terms of this lease, the Landlord is to allow the Tenant to possess and use the property without lawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord

12

**INSURANCE**

**12.** The Landlord agrees with the Tenant:

**12.1** the Landlord is to keep the building (except the plate glass) insured with reputable insurers to cover

(a) full rebuilding, site clearance, professional fees, value added tax and three years' loss of rent

(b) against fire, lightning, explosion, earthquake, landslide, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability and any other risks reasonably required by the Landlord

so far as cover is available at the normal insurance rates for the locality and subject to reasonable excesses and exclusions

**12.2** and to take all necessary steps to make good as soon as possible damage to the building caused by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant

**12.3** and to give the Tenant at his request once a year particulars of the policy and evidence from the insurer that it is in force

**12.4** and that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy

13

**SERVICES**

**13.** The Landlord is to comply with the following duties in relation to the building:

**13.1** to maintain the state and condition (including the decorations) of:

- (a) the structure, outside, roof, foundations, joists, floor slabs, load bearing walls, walls, beams and columns of the building
- (b) those parts of the building which tenants of more than one part can use ("the common parts")

**13.2** to decorate the common parts and the outside of the building every five years, using colours and types of finish reasonably decided by the landlord

**13.3** to pay promptly all periodic rates, taxes and outgoings relating to the common parts, including any imposed after the date of this lease (even if of a novel nature)

**13.4** to pay or contribute to the cost of repairing, maintaining and cleaning party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and other things used or shared with other property

**13.5** to provide the services listed on page 5, but the Landlord is not to be liable for failure or delay caused by industrial disputes, shortage of supplies, adverse weather conditions or other causes beyond the control of the Landlord

14

**FORFEITURE**

**14.** This lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to do whenever:

- (a) payment of any rent is fourteen days overdue, even if it was not formally demanded
- (b) the Tenant has not complied with any of the terms in this lease
- (c) the Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of his property is appointed
- (d) the Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or has an administrative receiver appointed or has an administration order made in respect of it

The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor

15

**END OF LEASE**

**15.** When this lease ends the Tenant is to:

**15.1** return the property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it

**15.2** (if the Landlord so requires) remove anything the Tenant fixed to the property and make good any damage which that causes

**PROPERTY RIGHTS**

16

**BOUNDARIES**

**16.1** This lease does not let to the Tenant the external surfaces of the outside walls of the property and anything above the ceilings and below the floors

**FACILITIES**

**16.2** The Tenant is to have the use, whether or not exclusive, of any of the following facilities:

the right for the Tenant and visitors to come and go to and from the property over the parts of the building designed or designated to afford access to the property, the rights previously enjoyed by the property for shelter and support and for service wires, pipes and drains to pass through them, and the right to park vehicles in any designated parking area subject to any reasonable rules made by the Landlord

**16.3** The Landlord is to have the rights previously enjoyed over the property by other parts of the building for shelter and support and for service wires, pipes and drains to pass through it, and the right for the Landlord and his tenants and their visitors to come and go to and from the other parts of the building over the parts of the property designated for that purpose

**GENERAL**

17

**PARTIES' RESPONSIBILITY**

**17.1** Whenever more than one person or company is the Landlord, the Tenant or the Guarantor, their obligations can be enforced against all or both of them jointly and against each individually

**LANDLORD****17.2**

- (a) The obligations in this lease continue to apply to the Landlord until he is released by the Tenant or by a declaration of the court.
- (b) The current owner of the Landlord's interest in the property must comply with the Landlord's obligations in this lease

**TENANT****17.3**

- (a) A transfer of this lease releases the Tenant from any future obligations under it. This does not apply in the case of a transfer made without the Landlord's consent or as a result of the Tenant's death or bankruptcy
- (b) After a transfer, the Tenant's successor must comply with the Tenant's obligations in this lease

**SERVICE OF NOTICES**

**17.4** The rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease

**ARBITRATION**

**17.5** Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Acts. The Landlord and the Tenant may agree the appointment of the arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment

**HEADINGS**

**17.6** The headings do not form part of this Lease

**STAMP DUTY**

**18.** This lease has not been granted to implement an agreement for a lease.

**SERVICES**

These are the services mentioned in clause 13.5 (delete or add as required)

- Cleaning of the common parts
- Lighting of the common parts
- Heating of the common parts
- Lift maintenance
- Hot and cold water to wash hand basins in the common parts
- Porterage
- Fire extinguishers in the common parts
- Heating in the property
- Window cleaning for the building
- Furnishing the common parts

**GUARANTEE BOX**

The terms in this box only take effect if a guarantor is named and then only until the Tenant transfers this lease with the Landlord's written consent. The Guarantor must sign this lease.

'Guarantor':

of

agrees to compensate the Landlord for any loss incurred as a result of the Tenant failing to comply with an obligation in this lease during the lease period or any statutory extension of it. If the Tenant is insolvent and this lease ends because it is disclaimed, the Guarantor agrees to accept a new lease, if the Landlord so requires, in the same form but at the rent then payable. Even if the Landlord gives the Tenant extra time to comply with an obligation, or does not insist on strict compliance with terms of this lease, the Guarantor's obligation remains fully effective.

**THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE CONSULTED A SOLICITOR.**

There is a Code of Practice concerning commercial leases in England and Wales published under the auspices of the Department of the Environment.

Signed as a deed by/on behalf of the Landlord and delivered in the presence of:

SARWAN MAHMOUD

Witness

DUKES PIZZA MANAGER

Witness's occupation and address

4 ARUNDE AVE FY2 9HT

Signed as a deed by/on behalf of the Tenant and delivered in the presence of:

Witness

Witness's occupation and address

Signed as a deed by/on behalf of the Guarantor and delivered in the presence of:

Witness

Witness's occupation and address

Landlord

MR Mohammed Reza Ramesh  
45 Bloomfield Rd B, Pool  
07930603050

*[Signature]*  
Ramesh

Tenant

MR JAAFAR MAHMUD BRADOST  
17 PHAROS STREET  
FLEETWOOD  
0744793 8474

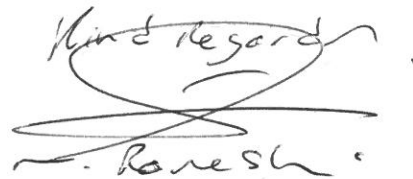
*[Signature]*

Guarantor

MR M.R. Raveshi  
45 Bloomfield Rd  
Bijapur Hy 16 J L  
Mobile. 07930603050  
Date. 25.2.18

To whom it may concern.

This is just to confirm that I  
MR M.R. Raveshi who is the Landlord of the property -  
Known as "Lilo Charcoal" at 124 Central Drive Bijapur has  
Installed the CCTV system. initially the DVR was of a smaller  
Hard drive, therefore in June 2015 I replaced it with a -  
"Atlantis DVR with 2 TB Hard drive" to keep the Recording  
for over 21 days. please don't hesitate to contact me if you  
have any queries.

Kind regards  
  
M. Raveshi



H B Litherland & Co  
 Britannia House  
 281 Bristol Avenue  
 Blackpool  
 Lancashire  
 FY2 0JF  
 Accounts Tel: 01253 607830  
 VAT No: 153 8365 53

# INVOICE

Vat Number	153836553
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## INVOICE TO

CASH SALE W

!!!WHITE NOTES ONLY!!!

## DELIVER TO

CASH SALE W

!!!WHITE NOTES ONLY!!!

United Kingdom

United Kingdom

Vat No: -

Our Ref	Account	Your Order No.	Delivered	Del Note	Settlement Terms	Rep	Invoice	Inv. Date	Curr.	Page
852096	CA024	10/06/2015	ian	10/06/2015	Credit/Debit Card Cheque/Cash	0003	602002	10/06/2015		1

Product	Description	Qty	Per	Unit Price	Per	Disc.	Value	Vat Code
ATL-16-2TB	ATLANTIS DVR 16 CHANNEL 2 TB HDD	1	Each	185.00	Each		185.00	1
HBDOME100W	1000TVL CMOS IR DOME SONY 1/3 720P WHT	2	Each	27.20	Each		54.40	1
STA-5010-3M-GRE EN	3M HDMI LEAD 1.4V IN GREEN	1	Each	6.00	Each		6.00	1

PAID

C.N.  
C.N.

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Vat Code	Rate	Goods Value	Vat Value
1	20.00	245.40	49.08

Payment in full is due by  
10/06/2015.

<b>Total Goods</b>	<b>245.40</b>
<b>Total Vat</b>	<b>49.08</b>
<b>Total Due</b>	<b>294.48</b>

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Blackpool Council Licensing Service			
Representation made by a Responsible Authority In support of an application for the Review of an existing Premises Licence or Club Premises Certificate			
<b>Responsible Authority making representation</b>			
Name of Responsible Authority	Lancashire Constabulary		
Name of Officer <i>(please print)</i>	PS1747 Helen Parkinson		
Signature of Officer	 PS1747.		
Contact telephone number	01253 604074		
Date representation made	08	03	18
Do you consider mediation to be appropriate			<b>NO</b>
<b>Name of Responsible Authority / Applicant who requested a review of this Licence</b>			
Mr Mark Marshall – Health and Safety, Blackpool Council			
<b>Premises Details</b>			
Premises Name	Takeaway (Lilo Charcoal)		
Address	124 Central Drive		
	Blackpool		
Post Code	FY1 5DY		
<b>Details of your representation in support of the review application</b> (Please reference & attach supporting any documentation)			
<p>The Review is brought by Mark Marshall from Blackpool Council following concern raised at these premises during a recent visit. This application is made in support of this Review and the Police will present evidence that the Licensing Objectives of prevention of crime and disorder and protecting children from harm have been undermined.</p> <p>On 2<sup>nd</sup> February 2018 I was working in company with Mr Marshall and officers from the Home Office Immigration Service. Our task was to conduct joint agency visits to certain premises in the Blackpool area.</p> <p>At 17:15hours we attended Lilo Charcoal Takeaway on Central Drive. On our arrival there were four males in the rear of the premises, in the food preparation area. We noticed that there was a CCTV system installed in the premises but when asked, none of the four staff members could operate the system; therefore we were unable to check whether it was recording properly and for how long.</p> <p>The officers from the Immigration Service then checked all of the males and it transpired that</p>			

one of the males had no legal right to work in the UK. When questioned by the officers he denied working there, despite being seen preparing food. However, when the officers looked through the male's mobile phone they found text messages indicating that he was in fact working.

Whilst this male was being questioned, the Premises Licence Holder at the time, Mr Sharam Shaif Amin entered the shop. He too was asked about the CCTV and confirmed that he was unable to operate the system. Lilo Charcoal has the following condition on its licence:

***The premises are to be equipped with a closed circuit television system, which is appropriate to its purpose and provided and maintained to the satisfaction of the enforcement authorities.***

It is appreciated that our attendance was not after 23:00hours when the conditions come into force however, as none of the staff nor the manager knew how to operate the system it is highly unlikely that come 6 hours later they will have suddenly gained this knowledge and as the staff were not new to the venue then they won't have had this knowledge on the previous occasions they have been open passed 11pm.

A fine was also subsequently issued to Mr Amin in relation to environmental issues.

Whilst we were at the premises a number of local youths were seen hanging around outside the front doors. When we left 4 young females were stood by the door and then seen by myself to be speaking to Mr Amin in the doorway of the premises. This area around Central Drive has been suffering with a significant amount of anti-social behaviour and disorder from youths. The Neighbourhood Policing Teams will state that they are suffering from a lot of ASB in that immediate area on Central Drive caused by youths hanging around on the street. The biggest issue is around youths throwing stones at passing vehicles, causing significant amount of damage and being rude and intimidating to the public and in certain establishments. Takeaways which allow youths into the premises provide a haven for youths, esp in the cold inclement weather and play a part in them being able to hang around. Being out later at night also puts these youths at risk.

Following on from this, one particular youth, who I will refer to as 'A' to protect their identity is 15 years old, looked after by Child Services and is deemed at risk of harm from drugs, alcohol and CSE. This child has been reported missing 38 times since April 2017. 'A' has been seen behind the counter at Lilo Charcoal eating food, when it was believed that they didn't have any money. The reason they were behind the counter is unknown but as no members of the public should ever be behind the counter this is concerning behaviour.

The types of juvenile calls include the following:

LC-20171130-0077 Ambulance request after a 15year old has fallen from the back of a bus. Paramedics required assistance due to the level of aggression from the female youth on the line and the sound of screaming that could be heard.

LC-20180221-1531 Call from business owner stating kids have been in and ripped his chairs.

LC-20180225-0868 Call from Blackpool Transport stating one of their drivers has reported a group of youths trying to jump into the buses in the Central drive area.

LC-20180303-1118 Report from neighbouring premises that youths are messing about in the takeaway refusing to leave. 7 in total. They are being rude and abusive and have previously caused damage.

Lilo Charcoal did phone a nuisance log into Police on 22<sup>nd</sup> December – a call from a Mrs Verity saying a female youth is throwing forks in the premises. This is only recorded issue from the premise.

The Police therefore have similar concerns to those raised by Mr Mark Marshall with regards to how this licenced premise is operating. Firstly, the fact that nobody, including the licence holder, could operate a basic CCTV system; CCTV is a key tool in the prevention of crime and disorder and secondly that a young vulnerable youth has been seen eating behind the counter when these children are causing a great deal of disorder in the area. Furthermore, the employment of illegal workers is also of great concern to the police and can lead to further issues in terms of human trafficking and in some cases organised crime.

From the evidence presented during the visit the Police are of the opinion that the crime and disorder and protect children from harm objectives are being undermined and fully support Mr Marshall in his Representation.

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## Blackpool Council Licensing Service

## Representation made by a Responsible Authority in support of an application for the Review of a Premises Licence

**Responsible Authority making representation**

Name of Responsible Authority	<b>Blackpool Child Protection Licensing Officer</b>		
Name of Officer <i>(please print)</i>	Louise Scales		
Signature of Officer	<i>L.M. Scales.</i>		
Contact telephone number	<b>01253 477538</b>		
Date representation made	<b>01</b>	<b>03</b>	<b>2018</b>
Do you consider mediation to be appropriate			NO

**Name of Responsible Authority / Applicant who requested a review of this Licence**

Mark Marshall on behalf of the Licensing Authority

**Premises Details**

Premises Name	Lilo Charcoal
Address	124 Central Drive
	Blackpool
Post Code	FY1 5DY

**Details of your representation in support of the review application**  
(Please reference & attach supporting any documentation)

My role as Child Protection Licensing Officer focusses on managing the various risks that makes both children and adults unsafe.

A visit was made by Council Licensing in company with Immigration at approximately 17:00 hours on 2<sup>nd</sup> February 2018. At this time an illegal worker Amin Adulazy Mahmood was found on the premises. There was no evidence that waste was being disposed of correctly and drains appeared blocked with fats and oils.

At the time of the visit at the CCTV system was not operating, however this was outside the hours of the licence. A previous visit on 9<sup>th</sup> December 2017 found the CCTV was not recording and no member of staff was able to operate the system.

They have failed to support the licensing objective of Prevention of Crime and Disorder and Prevention of Public Nuisance.

I fully support the Licensing Authority in their application to review.

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#### Appendix 4d: Representation from Home Office Immigration

With regard to the above premises, a visit was conducted on 02/02/2018 by Immigration Enforcement and 1 illegal worker was encountered. A NOPL (Notice of Potential Liability) was served to Mr Sharam Amin (The owner of the business) by post. A Civil penalty of £10k was issued and Mr Amin has until 15/04/2018 to raise an objection to the penalty.

Regards  
Phil Thomas

EO  
The Alcohol and LNR Licensing Team  
Interventions and Sanctions Directorate  
Immigration Enforcement  
Home Office  
3rd Floor, Apollo House  
36, Wellesley Road  
Croydon CR9 3RR

Tel: 020 8196 3333

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