

Chronology Re Dickson Road Takeaways. Mark Marshall on behalf of the Licensing Authority

Al Goucha

In May 2012 the Licensing Authority received complaints from the hoteliers on Lord Street regarding Antisocial behaviour and disorder, they pointed towards the customers from Flamingos and the taxi ranking system as being the main contributor to the problems.

At this time Flamingo exited via the "Runway" on to Queen Street where customers would congregate then be drawn towards Lord Street due to the activity levels from taxis and pedestrians.

The photos below demonstrate the high volume of taxis in an area that was occupied by hotels attempting to provide facilities for customers, many of the hoteliers felt on the brink of failure due to their guests always complaining about all night disturbances.



In 2012 extensive work was put in to relocate the taxi rank facilities, Queen Street between Dickson Road and Lord Street was closed to taxis at 00.00hrs and the provision was relocated to Dickson Road, in order to minimise problems on Queen Street and to give customers line of sight to the taxi

rank. Flamingo agreed to change the exit point from the "Runway" to the Dickson Road door, commonly known as Buzz entrance (located on the bottom right picture just behind the green car).

The feedback from these changes has been very positive, certainly from residents on Lord Street and other businesses, taxi driver were put out at first but now the system is well established it works well.

These changes have created a much broader dispersal area but it means the three takeaways subject to the Reviews are now the point of contact from people leaving Flamingo.

At this time lots of early morning observations were made around the area and one of the early concerns were the infrequency of doorman being employed at the takeaways, despite having licence conditions to have door staff between 03.00 and 05.00 and also the gap in security between the hours of 05.00 and 06.30. Regulatory presence rectified the issue with door staff being employed at the takeaways and in 2014 more concentrated visits commenced on what we believed to be the 3 problem takeaways;

Sunday 13th April 2014- General observations in the area of Dickson Road and high profile visits to premises in the area, no reports submitted.

Licence Holder- Los Gringos- [REDACTED]

Licence Holder-Pizza Luigi- [REDACTED]

Licence Holder- Al Goucha- Atef Saad

Sunday 8th June 2014- At 04.50 hrs visits were conducted to Los Gringos and Pizza Luigi. I spoke with Hammed Mechnan who was running Los Gringos, he gave his address as 6 Rose Avenue, Blackpool. The male running pizza Luigi was Youcef Amri, Flat 6 3 Lord Street. These were general fact finding visits to discover who was managing the premises.

Licence Holder- Los Gringos- Mosstaffa Blamane

Licence Holder- Pizza Luigi- [REDACTED]

Licence Holder- Al Goucha – [REDACTED]

Sunday 1st February 2015- Early hours observations between the hours of 03.30 and 06.30hrs. I observed a number of low level incidents that occurred both in and outside Al Goucha and Los Gringos, doorman were engaged in physical contact required to push aggressive male in the chest, they were supported by 2 other door staff from nearby premises. A small group had to be ejected from Los Gringos but the arguments spilled on to the street and continued until police intervention.

During this evening there were between 4 and 6 incidents which I would describe as rowdy and antisocial on occasion low level violence broke out with pushing and shoving, squaring up threats and shouting. Door man definitely benefited from police assistance that was in the area between 04.30 and 05.45. Police intervened in at least 3 incidents during my observations. The outbreaks of disorder were difficult to tie back to a premises but all occurred either in or outside the three takeaways under review.

4th February 2015- CPN Notices were issued to the licence holders of all 3 takeaways to employ door staff between the hours of 05.00 and 06.30hrs to safe guard against the concerns noted in particular from the observations conducted on the first Feb 2015.

[REDACTED]

CPN warning- Re Al Goucha- served on Amir Abdun

[REDACTED]

15th February 2015 –Early morning visits were conducted at the three takeaways to establish compliance with the CPN warnings.

[REDACTED]
[REDACTED]
[REDACTED]

Al Goucha was all in order, compliant with the CPN and was compliant with licence conditions.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Monday 30th March 2015 At the request of the takeaways a meeting was arranged where they were looking to try and compromise the Review by offering changes to practise and additional conditions.

Only the licence holder for Al Goucha was present, the remainder claimed they were either lease holders, the text below confirms attendees and undertakings given;

From: Danny Stephenson
Sent: 01 April 2015 11:07
To: 'tareq@live.co.uk'
Subject: Dickson Road Takeaway's

Dear Tariq

You contacted the Council to request a meeting on the week commencing 23/3/15 with regards to your concerns around a review that has been submitted for some of the takeaway's on Dickson Road you suggested you had been approached by the Licence Holders of Los Gringos, Pizza Luigi and Amir's formerly Al Goucha to speak on their behalf as the Licence holders are unable to attend.

This was informally agreed by Mark Marshall that yourself and representatives of the other Takeaways could attend Bickerstaffe House on Monday the 30th of March 2015.

Following on from Mondays discussion the 30th March 2015 attended by Mark Marshall, Ben Reynolds (Police), Danny Stephenson, Tariq Albattikhi, Hamid Mechnan, Sarj Aloh and Amir Abdun with yourself acting as spokesperson on behalf of the other Takeaway representatives around the general management structure and current working practices at the late night Takeaways on Dickson Road, you offered some resolutions which you were prepared to formalise, (impose conditions on the Licence).

1, Staff on duty when visits occur demonstrate lack of knowledge or understanding of CCTV recording system as suggested by Sarj Aloh and agreed by other representatives all staff to be trained and competent in the full operation of CCTV recording and images to be produced within 1 hour of request

2, Tariq suggested extra Door staff on duty throughout the shift during busy periods (suggestion 2 staff per store 3-7 am or close of play on busy times at weekends and special events) Sarj Aloh expressed concern around this due to cost implications however all representatives agreed this was needed going forward.

3, Danny Stephenson suggested daily Schedule to be implemented for regular litter patrols of exterior areas as per annex 2 of current licensing conditions (suggestion minimum 4 patrols on busy days,

2-3 patrols on quiet days) this was agreed by all present.

4, Danny Stephenson suggested all stores to fulfil legal obligation of having a registered Waste Carrier in place this was agreed by all present.

5, Danny Stephenson suggested to prevent confusion all stores to display current and valid Waste Transfer Notices (or at least be able to produce one) this was agreed by all present.

6, In the interest of managing customers safely it was discussed around the room Amir's formerly Al Goucha to start the practice of having only one entrance(Amir agreed and will decide which entrance is best for the store) this was also agreed by Sarj Aloh.

7, Tariq suggested all stores to instigate compliance training (to be discussed and arranged for the near future and courses will be possibly be offered by Council).

8, Danny Stephenson suggested better and consistent Waste Management practices implemented with immediate effect (for example correct receptacles used, no clutter in stores and not deposited on footways) this was agreed by all present.

Please note the areas discussed and agreed for implementation and reiterated by Mark Marshall and Ben Reynolds that this will not prevent the review from taking place or any final decision that is made and that these are practices that should already be in place.

Nb as discussed will you please ensure the other stores are able to view this email.

Tariq it would be a good idea for you to submit a written proposal of the changes you think would be necessary, this way we can lodge these with the Committee as 'Voluntary Proposals' this way they can consider the appropriateness' and impose them as conditions if they adequately promote and safeguard the Licencing objectives.

Regards

Danny Stephenson

Commercial Waste Enforcement

Public Protection Division

Community and Environmental Services

Bickerstaffe House, Number One Bickerstaffe Square, FY1 3AH

TEL: 01253 478497

M: 07827255164 E: danny.stephenson@blackpool.gov.uk

Sunday 12th April 2015 Follow up visits were done at the three premises between 03.45 and 05.00hrs, the purpose of the visit was to establish whether the changes suggested at the meeting on the 30th March 2015 had been implemented.

Al Goucha- Door staff did not attend till approximately 3.20 hrs, Licence Condition requires Door staff to be on duty , at the time of the visit I spoke with Steven Drewery who runs D& F Security who confirmed that 2 member's of staff would be on duty till 06.30 at the premises and had been for the last couple of weeks. The CCTV and waste transfer note was in order and overall the Licence holder of this premises has made significant efforts to comply with all requirements.

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

Document created on the 17th April 2015

Chronology Re Dickson Road Takeaways.

Amir's formerly Al-Goucha

[REDACTED] and Amir's formerly Al-Goucha are located on Dickson Road directly adjacent to the exit door of Flamingos and next door to Funny Girls. The management of these premises have been causing considerable concern for the local authority for some time.

Serving intoxicated members of the public socialising from nearby late night Licensed Premises on a frequent basis more apparent during the early morning hours of a Friday and Saturday.

A program of intervention visits incorporating advice and education on general areas of cleanliness in the interior where litter bins found to be overflowing, floor greasy in all areas, clearways blocked with waste bags. Intervention visits have been undertaken but unfortunately all to no avail and in some areas the problems are in fact getting worse. This is exasperated by the ownership of the business regularly changing hands. Officers conducting visits are faced with new owners/managers who have no knowledge of existing ongoing problem.

Various visits have since taken place giving the owners opportunity to rectify problems observed and raised.

On the **29th June 2014** following up from a request from a resident in the nearby vicinity via Street Cleansing raising concerns around the amount of black sacks containing commercial waste that are continually being deposited on the front street by the public street litter bin.

A visit was arranged to all three stores with multiple departments inclusive of Licensing, Health and Safety, Food Hygiene and Commercial Waste.

[REDACTED]

[REDACTED]

29th June 2014 a Mr Amir Abdun the owner of Al-Goucha did not have the correct waste management in place and was unable to produce any documentation to state he is legally and responsibly disposing of his waste, a fixed penalty was issued contrary to section 34 EPA 1990 (Duty of Care) failure to produce authority (Waste Transfer Note).

[REDACTED]

On the immediate exterior it was evident that all three stores are not fulfilling one of the Licence requirements checking immediate area for waste, as the area was littered with various food debris emanating from all three of the stores, on this all three stores were given a verbal warning to implement better working practices around his License conditions and Waste Management one of these being to make a regular litter patrol and to clear and spilled

or discarded refuse to the outside area around each Business and the activity of continually depositing black bags by the street litter bin was to cease.
All three stores were then advised that we would be revisiting in a couple of weeks to ensure in compliance was being met.

22/10/2014, Site visits further advice and education given verbally to all three stores regarding performing regular litter patrols as per licensing conditions.

28/10/2014, further visit and Site observations (no officer visit to premise) for instances of anti-social behaviour/waste issues, 3 separate instances of violent disorder.
Regular litter patrols as per licensing conditions still not implemented outside area littered with debris.

5

[REDACTED]

1/2/2015, Site observations (no officer visit to premise) 4 separate instances of violent disorder was observed by Council Officers with small groups of people arriving from various venues within the town creating a larger group all hanging around outside the premise arguments then ensued between the various groups requiring the intervention of both the police and door staff from various premises thus diluting supervision at designated posts, door staff at Flamingos unable to close doors to premise due to attempting to contain disorder outside as no police presence observed after 5am, individuals were observed urinating in the street, further instances of mismanagement of waste in the form of illegal depositing of controlled commercial waste in black bags not in the correct receptacle contrary to section 47 EPA 1990.

[REDACTED]

[REDACTED]

[REDACTED] and Amir's formerly Al goucha.
03.15 [REDACTED] Amir's door staff now on duty still no door staff at Pizza Luigi.
03.55 [REDACTED] door staff observed as being on duty.

Blackpool Council**STATEMENT OF WITNESS**

(Criminal Procedure Rules 2005, r27.1 (1);
Criminal Justice Act 1967, s9, Magistrates' Courts Act 1980, s5A (3)(a) and s.5B)

STATEMENT OF: Lindsay Milner

Age if under 18: Over 18

Occupation of Witness: Public Protection Officer – Food Control

This statement (consisting of 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.......... **Dated**.....17/4/15.....

I am Lindsay Milner, Public Protection Officer – Food Control for Blackpool Council's Public Protection Division. As such I am authorised to enforce legislation relating to the Food Safety and Hygiene (England) Regulations 2013.

On 9 May 2014 at approximately 22:00 I visited Al Goucha, 1A Dickson Road, Blackpool, FY1 2AX, to conduct a food hygiene inspection based on a request for a revisit due to a food hygiene rating of 1 being given to the business following a previous inspection. I introduced myself to the employee present who gave his name to be Amir Abdun. When I asked who the food business operator was he stated that was Ateef Saad. The previous inspection highlighted training issues. On talking to the employee he did not know critical limits required to ensure food safety, such as the required fridge temperature. He did not know what the 'ticks' to the monitoring records represented, rendering the monitoring records meaningless. There was a food safety management system available in the form of the Blueprint for Safer Food document; although it needed amending. Chicken to the hot hold unit was temperature probed to a temperature of 48.7°C when hot food should be stored above 63°C. No probe thermometer was available even though they claimed that food is temperature probed to ensure that it has been cooked thoroughly. Further contraventions included sauces being stored amongst cleaning chemicals, and grease and dirt to the chopping board. Oil that is made from genetically modified soya was also being used, without a sign to the customer indicating that they are using a genetically modified product.

On 26 September 2014 I returned to the premises, again greeted by Amir Abdun. Mr Abdun then told me that he had taken over the business and was now the new food business operator. There was still the issue of training as he has not yet attended a course as previously requested; I later posted the course dates for Blackpool Council's food hygiene course.

I temperature probed the chicken in the hot hold unit which gave a reading of 54°C, again lower than the required 63°C. There was dirt to the shelving of the basement and old food was found in a carrier bag in the fridge, which was claimed to have been put there waiting to put it out with the rubbish.

A registration form was received by this office completed and signed by Amir Abdun, stating that he is the food business operator, dated 23 October 2014.

I revisited the premises on 5 December 2014 to check the compliance with the warning letter following the 26 September inspection. The hot holding unit had been changed and a piece of chicken gave a temperature reading of 80°C approx. 40 minutes after being cooked. The name of the business had changed to Amir's by this visit Mr Abdun therefore completed a new food business registration form stating the new name.

From my initial inspection on 9 May 2014, the business has had continuing issues relating to food hygiene practices, and training. Although Mr Abdun has still not attended a food hygiene course, he has appeared to rectify all other issues brought to his attention.



THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 30 MAR 2015 AT 13:28:53. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN THE REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY LAND REGISTRY, FYLDE OFFICE.

TITLE NUMBER: LA713276

There is no application or official search pending against this title.

A: Property Register

This register describes the land and estate comprised in the title.

BLACKPOOL

- 1 (14.12.1983) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 1, 1a, 1b, 3 and 3a Dickson Road and 34 and 36 Queen Street, Blackpool.
- 2 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of 38 to 42 (even) Queen Street dated 31 May 1985 made between (1) Elwyn James Nicol and James Edgar Rawlinson and (2) Andreas Mylonas:-

"TOGETHER WITH

(i) The right for the free passage and running of water soil smoke gas and electricity to and from the Premises through the drains flues pipes wires and cables in on or under the adjoining and retained land of the Vendor (hereinafter called "the retained land" being the remainder of the land comprised in the above Title Number which Retained Land is coloured orange on the plan annexed hereto and together with the right for the Transferee and his successors in title to enter upon the Retained Land at all reasonable times to inspect or to add to or repair the same causing as little damage as possible and reinstating the same as near as possible to its former state and condition to the reasonable satisfaction of the Transferors and as soon as reasonably practical and

(ii) full right to support shelter or protection either now enjoyed or intended to be enjoyed in connection with the Premises from or over the Retained Land and

(iii) full and free right and liberty (so far as the Transferors can lawfully grant the same) for the Transferee and his successors in title tenants assigns licensee servants agents and all others to pass and re-pass on foot only over and along so much of the land comprised in the above Title Number as is coloured green on the plan annexed hereto for the purpose of obtaining access to and egress from the Premises and

(iv) all other rights easements or privileges enjoyed or reputed to be enjoyed in or over the Retained Land by the Premises.

Except and reserving unto the Transferors their successors in title assigns tenants licensee servants agents and all others for the benefit of the Retained Land now or formerly belonging to the Transferors:-

(1) the right for the free passage and running of water soil smoke gas and electricity to and from the Retained Land through the drains flues pipes wires and cables in on or under or to be in on or under the Premises together with a right for the Transferors and their successors in title to enter upon the Premises at all reasonable times to inspect or to add to or repair the same causing as little damage as possible and reinstating the same as near as possible to its former state and condition to the reasonable satisfaction of the Transferee and as soon as reasonably practicable and

A: Property Register continued

(2) full rights of support shelter or protection either now enjoyed or intended to be enjoyed in connection with the Premises from or over the Retained Land and

(3) all other rights easements or privileges enjoyed or reputed to be enjoyed in on or over the Premises by the Retained Land.

NOTE: Copy plan filed under LA528399.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (31.01.2013) PROPRIETOR: SAMUEL FRANCIS JOHN STOPFORD and BARBARA JOANNE MCCOLL of 21 Hambledon Place, Dulwich, London SE21 7EY.
- 2 (31.01.2013) The price stated to have been paid on 21 December 2012 was £330,000.
- 3 (31.01.2013) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (31.01.2013) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance of the land tinted pink on the filed plan dated 18 May 1905 made between (1) Edward Dickson McNaughtan and Ephraim Hilliard (2) Jane Ann McNaughtan and (3) John Fish contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land tinted blue on the filed plan dated 18 May 1905 made between (1) Edward Dickson McNaughtan and Ephraim Hilliard (2) Jane Ann McNaughtan and (3) John Fish contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Conveyance of the land tinted brown on the filed plan and other land dated 18 May 1905 made between (1) Edward Dickson McNaughtan and Ephraim Hilliard (2) Jane Ann McNaughtan and (3) John Fish contains restrictive covenants but neither the original Deed nor a certified copy or examined abstract thereof was produced on first registration.
- 4 A Conveyance of the land in this title and other land dated 18 May 1905 made between (1) Edward Dickson McNaughtan and Ephraim Hilliard (2) Jane Ann McNaughtan and (3) John Fish contains restrictive covenants but neither the original Deed nor a certified copy or examined abstract thereof was produced on first registration.
- 5 A Transfer of the land in this title and other land dated 7 October 1983 made between (1) The Rank Organisation PLC (Transferor) and (2) Elwyn James Nicol and James Edgar Rawlinson (Transferees) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 6 (01.12.2006) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 18 May 1905 referred to in the Charges Register:-

"The said John Fish (hereinafter called "the Purchaser") doth hereby for himself his heirs executors administrators and assigns (all of whom shall be included in the expression "the Purchaser" where the context so admits) COVENANT with the said Edward Dickson McNaughtan and Ephraim Hilliard (hereinafter called "the Vendor") their heirs executors administrators and assigns and as a separate covenant with each of them his heirs executors administrators and assigns the Trustees or Trustee for the time being of the said Will of the said Testator Robert Dickson or other the owners or owner for the time being of the lands and hereditaments now subject to the trusts of the said Will (all of which persons shall be deemed to be included in the expression "the Vendors" where the context so admits

.....
that the Purchaser shall build and complete to the satisfaction of the Vendors or their Surveyors upon the said plot of land hereby conveyed before the Second Day of May One Thousand Nine Hundred and Six with brick or stone slate and other good materials not more than one good and substantial dwellinghouse and shop of not less annual letting value than Eighty pounds and not more than two lock up shops of not less annual letting value than Thirty five pounds each facing Dickson Road aforesaid and such dwellinghouses and shops shall have the fronts of an elevation and design to be approved of by the Vendors or their Surveyors and be in such line and have the thresholds of such level as may be fixed upon by the Vendors or their Surveyors and that no other building shall be erected upon the said plot of land and that previous to the erection on the said plot of land of any buildings or walls the Purchaser shall submit to the Vendors or their Surveyors plans and elevations thereof and obtain the approval in writing thereto by the Vendors or their Surveyors And that no buildings or walls except as herein provided for shall be erected nearer the road or street than the line marked or shewn as "Building Line" upon the said plan and that the space between such line and the side of such road or street and coloured green in the said plan shall for ever be left open and unbuilt upon and shall not be intersected by or crossed or otherwise have placed upon it any obstruction of any kind or be used for the sale of any goods or merchandise but shall always be used as ornamental garden ground Where there are any houses adjoining the same on the ground floor (except as hereinafter mentioned and except where used for bay windows steps or porticoes which shall not project more than three feet from the said building line except where used for the erection of a fence or boundary wall (which shall be of the height and design approved of by the Vendors or their Surveyors) dividing the gardens from the adjoining owners) and that such space shall be enclosed with a neat dwarf wall not exceeding three feet in height above the sidestones and covered with a stone coping six inches thick and iron palisades or otherwise to the satisfaction of the Vendors or their Surveyors and that the walls with the coping stone and iron palisades fixed thereon shall be of a design approved of by the Vendors or their Surveyors PROVIDED that in the case of a shop or shops being erected on the said plot of land the space of land in front of such shop or shops shall not be enclosed as hereinbefore provided but shall be neatly flagged or otherwise dealt with to the satisfaction of the Vendors or their Surveyors And that no building fronting to Dickson Road shall be less than two storeys or twenty feet high from the threshold to the square and that all houses and shops shall be of a design to be approved of by the Vendors or their Surveyor and with stone or overhanging cornices and stone steps window sills and heads and that no backhouses shall be erected upon the said plot of land and no building shall be used as a public dancing room nor for the sale of ale beer wine or spirituous liquors to be consumed either on or off the premises nor for the purpose of a Club nor for any purpose which may cause more smoke noxious vapours noise vibration or disagreeable smell than a private dwellinghouse or which may be considered by the Vendors as inconvenient noisy noisome or detrimental to the neighbourhood and that no building shall be erected and finished as back and front houses and that no cellar shall be inhabited as a separate dwelling nor used for the purpose of weaving and that no cellar holes steps or projections shall extend further into the footpath than eighteen inches and that all cellar holes shall be guarded by iron bars eved and at right angles with the footpath and of not less than three quarters of an inch square

Schedule of restrictive covenants continued

nor placed more than two inches as under and that there shall be reserved and excepted to the Vendors the following rights and powers that is to say

(a) the right and power at any time to alter amend divert or stop up any of the roads streets passages or lines of sewers over in or through the lands and hereditaments now subject to the trusts of the said Will of the said Testator Robert Dickson (hereinafter called the trust estate) or any portion thereof and the Vendors shall not be under any obligation with regard to the user and enjoyment of the said roads streets passages or sewers or the adjoining property and

(b) the right and power for the Vendors and Purchasers from them of building on any land available for building purposes up to the land hereby conveyed and of granting rights of way or road draining or sewerage in over through or along any portion of the trust estate to adjoining owners without paying any compensation therefor or in respect thereof. And

(c) the right and power for the Vendors to alter the general plan (if any) of the trust estate so far as it relates to the other land comprised therein and to sell such other land either subject or not subject to all or any of the stipulations herein contained or to any other stipulations and also the right to release or alter any of the covenants or stipulations that may have been or may hereafter be inserted in the Conveyances of such other land AND IT IS hereby agreed and declared that the Covenants hereinbefore contained shall so far as may be necessary for the purpose of reserving or conferring any rights or interest to or on the Vendors or Purchasers from them or any of them operate as reservations or exceptions.

NOTE: The "Building Line" is the existing line of building and the area coloured green is that between the building line and the roadway.

2 The following are details of the covenants contained in the Conveyance dated 18 May 1905 referred to in the Charges Register:-

"The said John Fish (hereinafter called "the Purchaser) doth hereby for himself his heirs executors administrators and assigns (all of whom shall be included in the expression "the Purchaser" where the context so admits) covenant with the said Edward Dickson McNaughtan and Ephraim Hilliard (hereinafter called "the Vendors") their heirs executors administrators and assigns and as a separate covenant with each of them his heirs executors administrators and assigns the trustees or trustee for the time being of the said Will of the said Testator Robert Dickson or other the owners or owner for the time being of the lands and hereditaments now subject to the trusts of the said Will (all of which persons shall be deemed to be included in the expression "the Vendors" where the context so admits that the Purchaser shall build and complete to the satisfaction of the Vendors or their Surveyors upon the said plot of land hereby conveyed before the second day of May One thousand nine hundred and six with brick or stone slate and other good materials not more than one good and substantial dwellinghouse and shop of not less annual letting value than Eighty pounds and not more than one lock up shop of not less annual letting value than Thirty five pounds facing Dickson Road aforesaid and such dwellinghouses and shops shall have the fronts of an elevation and design to be approved of by the Vendors or their Surveyors and to be in such line and have the thresholds of such level as may be fixed upon by the Vendors or their Surveyors and that no other building shall be erected upon the said plot of land and that previous to the erection on the said plot of land of any buildings or walls the Purchaser shall submit to the Vendors or their Surveyors plans and elevations thereof and obtain the approval in writing thereto by the Vendors or their Surveyors And that no buildings or walls except as herein provided for shall be erected nearer the road or street than the line marked or shewn as "building line" upon the said plan and that the space between such line and the side of such road or street and coloured green in the said plan shall for ever be left open and unbuilt upon and shall not be intersected by or crossed or otherwise have placed upon it any obstruction of any kind or be used for the sale of any goods or merchandise but shall always be used as ornamental garden ground where there are any houses adjoining the same on the ground

Schedule of restrictive covenants continued

floor (except as hereinafter mentioned and except where used for bay windows steps or porticoes which shall not project more than three feet from the said building line except where used for the erection of a fence or boundary wall (which shall be of the height and design approved of by the Vendors or their Surveyors) dividing the gardens from the adjoining owners) and that such space shall be enclosed with a neat dwarf wall not exceeding three feet in height above the sidestones and covered with a stone coping six inches thick and iron palisades or otherwise to the satisfaction of the Vendors or their Surveyors And that the walls with the coping stone and iron palisades fixed thereon shall be of a design approved of by the Vendors or their Surveyors Provided that in the case of a shop or shops being erected upon the said plot of land the space of land the space of land in front of such shop or shops shall not be enclosed as hereinbefore provided but shall be neatly flagged or otherwise dealt with to the satisfaction of the Vendors or their Surveyors And that no building fronting to Dickson Road shall be less than two storeys or twenty feet high from the threshold to the square and that all houses and shops shall be of a design to be approved of by the Vendors or their Surveyor and with stone or overhanging cornices and stone steps window sills and heads And that no backhouses shall be erected upon the said plot of land and no building shall be used as a public dancing room nor for the sale of ale beer wine or spirituous liquors to be consumed either on or off the premises nor for the purpose of a Club nor for any purpose which may cause more smoke noxious vapours noise vibration or disagreeable smell than a private dwellinghouse or which may be considered by the Vendors as inconvenient noisy noisome or detrimental to the neighbourhood and that no building shall be erected and finished as back and front houses and that no cellar shall be inhabited as a separate dwelling nor used for the purpose of weaving and that no cellar holes steps or projections shall extent further into the footpath than eighteen inches and that all cellar holes shall be guarded by iron bars even and at right angles with the footpath and of not less than three quarters of an inch square nor placed more than two inches as under And that there shall be reserved and excepted to the Vendors the following rights and powers that is to say (a) the right and power at any time to alter amend divert or stop up any of the roads streets passages or lines of sewers over in or through the lands and hereditaments now subject to the trusts of the said will of the said Testator Robert Dickson (hereinafter called the trust estate) or any portion thereof and the Vendors shall not be under any obligation with regard to the user and enjoyment of the said roads streets passages or sewers or the adjoining property and

(b) the right and power for the Vendors and Purchasers from them of building on any land available for building purposes up to the land hereby conveyed and of granting rights of way or road draining or sewerage in over through or along any portion of the trust estate to adjoining owners without paying any compensation therefor or in respect thereof And

(c) the right and power for the Vendors to alter the general plan (if any) of the trust estate so far as it relates to the other land comprised therein and to sell such other land either subject or not subject to all or any of the stipulations herein contained or to any other stipulations and also the right to release or alter any of the covenants or stipulations that may have been or may hereafter be inserted in the Conveyances of such other land AND IT IS hereby agreed and declared that the Covenants hereinbefore contained shall so far as may be necessary for the purpose of reserving or conferring any rights or interest to or on the Vendors or Purchasers from them or any of them operate as reservations or exceptions."

NOTE: The building line is the existing line of building and the area coloured green is that between the building line and the roadway.

3 The following are details of the covenants contained in the Transfer dated 7 October 1983 referred to in the Charges Register:-

"The Transferees hereby jointly and severally covenant with the Transferor as follows:-

.....

Schedule of restrictive covenants continued

..

"That they the Transferees and their respective successors in title with the intent and so as to bind the property hereby transferred and every part thereof into whosoever hands the same may come so as to be annexed to and to enure for the benefit and protection of the properties of the Transferor and its associated companies situate at Numbers 72/84 Promenade and 29/33 Market Street, Blackpool (known as "The Lobster Pot") and the Odeon Dickson Road, Blackpool aforesaid and every part or parts thereof and the owners tenants and occupiers thereof for the time being not at any time to use or permit or suffer to be used the property hereby transferred or any buildings now or hereafter erected thereon or on any part thereof (and either alone or in connection with other property) for the purpose of a Bingo Theatre or Hall or a Cinematograph Theatre."

Schedule of notices of leases

1	01.12.2006 Edged and no'd 1 in blue	1 Dickson Road	16.11.2006 10 years from 16.11.2006	LAN42873
2	30.09.2009 edged and no' d 2 in blue	3a Dickinson Road (ground floor and basement)	03.08.2007 10 years from 12.6.2007	LAN93621
3	25.05.2010 Edged and numbered 3 in blue	1b Dixon Road and 34 Queen Street	17.05.2010 10 years from 17/05/2010	LAN103572

End of register