

Licensing (Licensing and Gambling) Sub-Committee

Thursday, 3rd January, 2013
at 9.30 am

PLEASE NOTE TIME OF MEETING

Conference Room 3 - Civic Centre

This meeting is open to the public
Members

Councillor Cunio
Councillor Parnell
Councillor Thomas

Contacts

Democratic Support Officer
Sharon Pearson
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PUBLIC INFORMATION

Terms of Reference

The Sub-Committee deals with licences for which the Council is responsible under the Licensing Act, 2003 and Gambling Act 2005, including:-

- Personal licences for the sale of liquor Licensing Act 2003;
- Premises licences, various permits, variations and reviews (Licensing Act 2003 and Gambling Act 2005);
- Club certificates, variations and reviews Licensing Act 2003;
- Registration and deregistration of designated premises supervisors Licensing Act 2003;
- Determination of police objections to temporary event notices Licensing Act 2003

Relevant Representations

Those who have made relevant representations may address the meeting about the matter in which they have an interest.

When dealing with Licensing Act matters the Sub-Committee can only take into account the following statutory Licensing Objectives:-

- prevention of crime and disorder
- public safety
- prevention of public nuisance
- protection of children from harm

Likewise, when dealing with Gambling Act matters the Sub Committee can only take into account the statutory Licensing Objectives below:-

- Preventing gambling being a source of crime
- That gambling is conducted in a fair and open way
- To protect children and other vulnerable children from harm

Southampton City Council's Seven Priorities

- More jobs for local people
- More local people who are well educated and skilled
- A better and safer place in which to live and invest
- Better protection for children and young people
- Support to the most vulnerable people and families
- Reducing health inequalities
- Reshaping the Council for the future

Smoking policy

The Council operates a no-smoking policy in all civic buildings.

Mobile Telephones –

Please turn off your mobile telephone whilst in the meeting.

Fire Procedure –

In the event of a fire or other emergency a continuous alarm will sound and you will be advised by Council officers what action to take.

Access –

Access is available for disabled people. Please contact the Democratic Support Officer who will help to make any necessary arrangements.

Dates of Potential Meetings: Municipal Year 2012/13

2012	15TH NOVEMBER
10TH MAY	29TH NOVEMBER
31ST MAY	13TH DECEMBER
14TH JUNE	2013
28TH JUNE	3RD JANUARY
12TH JULY	17TH JANUARY
26TH JULY	31ST JANUARY
9TH AUGUST	14TH FEBRUARY
23RD AUGUST	28TH FEBRUARY
6TH SEPTEMBER	14TH MARCH
20TH SEPTEMBER	28TH MARCH
4TH OCTOBER	11TH APRIL
18TH OCTOBER	25TH APRIL
1ST NOVEMBER	

CONDUCT OF MEETING

Terms of Reference

The terms of reference are contained in the Council's Constitution.

Business to be discussed

Only those items listed on the attached agenda may be considered at this meeting.

Rules of Procedure

The meeting is governed by the Council Procedure Rules as set out in Part 4 of the Constitution.

Quorum 3

The minimum number of appointed Members required to be in attendance to hold the meeting is 3.

DISCLOSURE OF INTERESTS

Members are required to disclose, in accordance with the Members' Code of Conduct, **both** the existence **and** nature of any "Disclosable Personal Interest" or "Other Interest" they may have in relation to matters for consideration on this Agenda.

DISCLOSABLE PERSONAL INTERESTS

A Member must regard himself or herself as having a Disclosable Pecuniary Interest in any matter that they or their spouse, partner, a person they are living with as husband or wife, or a person with whom they are living as if they were a civil partner in relation to:

- (i) Any employment, office, trade, profession or vocation carried on for profit or gain.
- (ii) Sponsorship:
Any payment or provision of any other financial benefit (other than from Southampton City Council) made or provided within the relevant period in respect of any expense incurred by you in carrying out duties as a member, or towards your election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.
- (iii) Any contract which is made between you / your spouse etc (or a body in which the you / your spouse etc has a beneficial interest) and Southampton City Council under which goods or services are to be provided or works are to be executed, and which has not been fully discharged.
- (iv) Any beneficial interest in land which is within the area of Southampton.
- (v) Any license (held alone or jointly with others) to occupy land in the area of Southampton for a month or longer.
- (vi) Any tenancy where (to your knowledge) the landlord is Southampton City Council and the tenant is a body in which you / your spouse etc has a beneficial interests.
- (vii) Any beneficial interest in securities of a body where that body (to your knowledge) has a place of business or land in the area of Southampton, and either:
 - a) the total nominal value fo the securities exceeds £25,000 or one hundredth of the total issued share capital of that body, or
 - b) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which you / your spouse etc has a beneficial interest that exceeds one hundredth of the total issued share capital of that class.

Other Interests

A Member must regard himself or herself as having a, 'Other Interest' in any membership of, or occupation of a position of general control or management in:

Any body to which they have been appointed or nominated by Southampton City Council

Any public authority or body exercising functions of a public nature

Any body directed to charitable purposes

Any body whose principal purpose includes the influence of public opinion or policy

Principles of Decision Making

All decisions of the Council will be made in accordance with the following principles:-

- proportionality (i.e. the action must be proportionate to the desired outcome);
- due consultation and the taking of professional advice from officers;
- respect for human rights;
- a presumption in favour of openness, accountability and transparency;
- setting out what options have been considered;
- setting out reasons for the decision; and
- clarity of aims and desired outcomes.

In exercising discretion, the decision maker must:

- understand the law that regulates the decision making power and gives effect to it. The decision-maker must direct itself properly in law;
- take into account all relevant matters (those matters which the law requires the authority as a matter of legal obligation to take into account);
- leave out of account irrelevant considerations;
- act for a proper purpose, exercising its powers for the public good;
- not reach a decision which no authority acting reasonably could reach, (also known as the "rationality" or "taking leave of your senses" principle);
- comply with the rule that local government finance is to be conducted on an annual basis. Save to the extent authorised by Parliament, 'live now, pay later' and forward funding are unlawful; and
- act with procedural propriety in accordance with the rules of fairness.

AGENDA

Agendas and papers are available via the Council's website.

1 ELECTION OF CHAIR

To appoint a Chair for the purposes of this meeting.

2 APOLOGIES AND CHANGES IN MEMBERSHIP (IF ANY)

To note any changes in the membership of the Sub-Committee made in accordance with the Licensing Act 2003.

3 DISCLOSURE OF PERSONAL AND PECUNIARY INTERESTS

In accordance with the Localism Act 2011, and the Council's Code of Conduct, Members to disclose any personal or pecuniary interests in any matter included on the agenda for this meeting.

NOTE: Members are reminded that, where applicable, they must complete the appropriate form recording details of any such interests and hand it to the Democratic Support Officer.

4 STATEMENT FROM THE CHAIR

5 EXCLUSION OF THE PRESS AND PUBLIC

At a predetermined point during the consideration of all items the Sub-Committee may move into private session in order to receive legal advice when determining issues. The press and the public, unless otherwise excluded by the Licensing Act 2003 (Hearings) Regulations 2005, will be invited to return immediately following that private session at which time the matter will be determined and the decision of the Sub-Committee will be announced.

6 APPLICATION FOR PREMISES LICENCE - POUND-XTRA, 106 ST MARYS ROAD, SOUTHAMPTON, SO14 OAN

Report of the Head of Legal, HR and Democratic Services detailing an application for premises licence in respect of Pound-Xtra, 106 St Marys Road, Southampton, SO14 OAN, attached.

FRIDAY, 21 DECEMBER 2012

HEAD OF LEGAL, HR AND DEMOCRATIC
SERVICES

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Agenda Item 6



Reference: 2012/02381/01SPRN

Hearing:

3rd January 2013

Application for Premises Licence

Premises Name: Pound Xtra
Premises Address: 106 St Marys Road
Southampton
SO14 0AN

Application Date: 9th November 2012
Application Received Date: 13th November 2012

Application Valid Date: 13th November 2012



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Representation From Responsible Authorities

Responsible Authority	Satisfactory?	Comments
Child Protection Services - Licensing	No response received	
Hampshire Fire And Rescue - Licensing	Yes	
Environmental Health - Licensing	Yes	
Planning & Sustainability - Building Control - Licensing	Yes	
Primary Care Trust - Public Health Manager	Yes	
Planning & Sustainability - Development Control - Licensing	Yes	
Police - Licensing	No	See attached representation
Trading Standards - Licensing	No	See attached representation

Other Representations

Name	Address	Contributor Type
Mr. Meten Lakhani	110 St. Marys Road Southampton SO14 0AN	Trader

Legal Implications

1. The Licensing Act 2003 specifically restricts the grounds on which the Council, as Licensing Authority (LA), may refuse an application for a new Premises Licence, or impose conditions. Where relevant representations are made, the LA may refuse on the grounds that the licensing objectives are not met or the operating schedule is inadequate. Equally, conditions may be imposed where relevant and necessary. The LA may also refuse an application in part and thereby only permit some of the licensable activities sought.
2. The decision making committee, in considering an application, must have regard to the adopted Statement of Licensing Policy and any relevant representations made by those directly affected.
3. An applicant for a new Premises Licence whose application has been refused, or who is aggrieved by conditions imposed, may appeal against the decision to the Magistrates' Court.
4. In considering this application the committee will sit in a quasi-judicial capacity and is thus obliged to consider applications in accordance with both the Licensing Act 2003 (Hearings) Regulations 2005, and amending secondary legislation and the rules of natural justice. The practical effect of this is that the committee must make its decision based on evidence submitted in accordance with the legislation and give adequate reasons for reaching its decision.

The committee must also have regard to:-

5. *Crime and Disorder Act 1998*
Section 17 of the Crime and Disorder Act 1998 places the Council under a duty to exercise its various functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area.
6. *Human Rights Act 1998*
The Act requires UK legislation to be interpreted in a manner consistent with the European Convention on Human Rights. It is unlawful for the Council to act in a way that is incompatible (or fail to act in a way that is compatible) with the rights protected by the Act. Any action undertaken by the Council that could have an effect upon another person's Human Rights must be taken having regard to the principle of Proportionality - the need to balance the rights of the individual with the rights of the community as a whole. Any action taken by the Council which affects another's rights must be no more onerous than is necessary in a democratic society. The matter set out in this report must be considered in light of the above obligations.

RECEIVED

13 NOV 2012

[Insert name and address of relevant licensing authority and its reference number (optional)]

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

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

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

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

Part 1 – Premises details

Postal address of premises or, if none, ordnance survey map reference or description	
Pound Xtra, 106 St. Marys Road, Southampton,	
Post town	Post code
Southampton	SO14 0AN

Telephone number at premises (if any)

██████████

Non-domestic rateable value of premises

£ Band B

Part 2 - Applicant details

Please state whether you are applying for a premises licence as

Please tick yes

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

e) the proprietor of an educational establishment please complete section (B)

f) a health service body please complete section (B)

g) a person who is registered under Part 2 of the Care Standards Act 2000 (c14) in respect of an independent hospital in Wales please complete section (B)

a) A person who is registered under chapter 2 of part 1 of the Health & 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

h) the chief officer of police of a police force in England and Wales please complete section (B)

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

Please tick yes

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

(A) INDIVIDUAL APPLICANTS (fill in as applicable)

Mr Mrs Miss Ms Other title (for example, Rev)

Surname

First names

I am 18 years old or over

Please tick yes

Current postal address if different from premises address

11a Manor Park Centre
Sheffield

Post Town

Postcode

Daytime contact telephone number

E-mail address (optional)

SECOND INDIVIDUAL APPLICANT (if applicable)

Mr Mrs Miss Ms Other title (for example, Rev)

Surname

First names

Please tick
✓ yes

I am 18 years old or over

Current postal
address
if different from
premises address

Post-Town

Postcode

Daytime contact telephone number

E-mail address
(optional)

(B) OTHER APPLICANTS.

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

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

Part 3 Operating Schedule

When do you want the premises licence to start?

Day	Month	Year
1	0	1 2 2 0 1 2

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

Day	Month	Year

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

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

The premises are to operate as a convenience store with an Off Licence facility.

What licensable activities do you intend to carry on from the premises?
(Please see sections 1 and 14 of the Licensing Act 2003 and Schedule 1 and 2 to the Licensing Act 2003)

Please tick yes

Provision of regulated entertainment

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

Provision of entertainment facilities for:

- i) making music (if ticking yes, fill in box I)
- j) dancing (if ticking yes, fill in box J)
- k) entertainment of a similar description to that falling within (i) or (j)
(if ticking yes, fill in box K)

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

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

In all cases complete boxes N, O and P

A

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

B

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

C

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

D

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

E

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

F

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

G

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

H

Anything of a similar description to that falling within (e), (f) or (g) Standard days and timings (please read guidance note 6)			Please give a description of the type of entertainment you will be providing					
Day	Start	Finish	Will this entertainment take place indoors or outdoors or both – please tick [X] (please read guidance note 2)	Indoor				
				Outdoor				
				Both				
Mon			Please give further details here (please read guidance note 3)					
Tue								
Wed								
Thur						State any seasonal variations for entertainment of a similar description to that falling within (e), (f) or (g) (please read guidance note 4)		
Fri								

Sat			<p>Non standard timings. Where you intend to use the premises for the entertainment of similar description to that falling within (e), (f) or (g) at different times to those listed in the column on the left, please list (please read guidance note 5)</p>
Sun			

<p>Provision of facilities for making music Standard days and timings (please read guidance note 6)</p>			<p>Please give a description of the facilities for making music you will be providing</p>	
			<p>Will the facilities for making music be indoors or outdoors or both – please tick [Y] (please read guidance note 2)</p>	
Day	Start	Finish	Indoors	
			Outdoors	
			Both	
Mon			<p>Please give further details here (please read guidance note 3)</p>	
Tue				
Wed			<p>State any seasonal variations for the provision of facilities for making music (please read guidance note 4)</p>	
Thur				
Fri			<p>Non standard timings. Where you intend to use the premises for provision of facilities for making music entertainment at different times to those listed in the column on the left, please list (please read guidance note 5)</p>	
Sat				
Sun				

<p>Provision of facilities for dancing Standard days and timings (please read guidance note 6)</p>			<p>Will the facilities for dancing be indoors or outdoors or both – please tick [Y] (see guidance note 2)</p>	
Day	Start	Finish	Indoors	
			Outdoors	
			Both	
			<p>Please give a description of the facilities for dancing you will be providing</p>	

Mon			<u>Please give further details here (please read guidance note 3)</u>
Tue			
Wed			<u>State any seasonal variations for providing dancing facilities (please read guidance note 4)</u>
Thur			
Fri			<u>Non standard timings. Where you intend to use the premises for the provision of facilities for dancing entertainment at different times to those listed in the column on the left, please list (please read guidance note 5)</u>
Sat			
Sun			

K

Provision of facilities for entertainment of a similar description to that falling within l or j Standard days and timings (please read guidance note 6)			<u>Please give a description of the type of entertainment facility you will be providing</u>	
Day	Start	Finish	<u>Will the entertainment facility be indoors or outdoors or both – please tick [Y]. (please read guidance note 2)</u>	Indoor
				Outdoor
Mon				Both
Tue			<u>Please give further details here (please read guidance note 3)</u>	
Wed				
Thur			<u>State any seasonal variations for the provision of facilities for entertainment of a similar description to that falling within j or k (please read guidance note 4)</u>	
Fri				
Sat			<u>Non standard timings. Where you intend to use the premises for the provision of facilities for entertainment of a similar description to that falling within l or j at different times to those listed in the column on the left, please list (please read guidance note 5)</u>	
Sun				

L


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

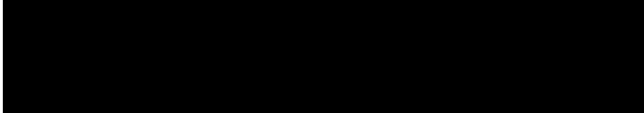
M

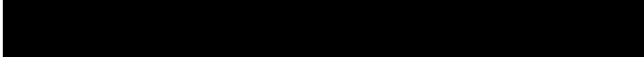
Supply of alcohol Standard days and timings (please read guidance note 6)			Will the sale of alcohol be for consumption (Please tick box Y) (please read guidance note 7)	On the premises				
				Off the premises	/			
				Both				
Day	Start	Finish	State any seasonal variations for the supply of alcohol (please read guidance note 4)					
Mon	0800 -	2300hrs						
Tue	0800 -	2300hrs						
Wed	0800 -	2300hrs				Non-standard timings. Where you intend to use the premises for the supply of alcohol at different times to those listed in the column on the left, please list (please read guidance note 5)		
Thur	0800 -	2300hrs						
Fri	0800 -	2300hrs						
Sat	0800 -	2300hrs						


Sun	0800 - 2300hrs.	
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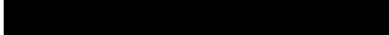
State the name and details of the individual whom you wish to specify on the licence as premises supervisor

Name 

Address 

Postcode 

Personal Licence number(if known) 

Issuing licensing authority (if known). 

N

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

There are no services, activities, other entertainment or matters ancillary to the use of the premises that may give rise to concern in respect of children.

O

Hours premises are open to the public Standard timings (please read guidance note 6)			State any seasonal variation (please read guidance note 4)
Day	Start	Finish	
Mon	0800	2300 hrs	
Tue	0800	2300 hrs	
Wed	0800	2300 hrs	
Thur	0800	2300 hrs	
Fri	0800	2300 hrs.	
Sat	0800	2300 hrs.	
Sun	0800	2300 hrs	

P

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

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

SEE ATTACHED

b) The prevention of crime and disorder

SEE ATTACHED

c) Public safety

SEE ATTACHED

d) The prevention of public nuisance

SEE ATTACHED

e) The protection of children from harm

SEE ATTACHED

e) The protection of children from harm

The holder of the premises licence shall ensure that every individual who appears to be under 25 years of age seeking to purchase or be supplied with alcohol at or from the premises shall produce means of identification acceptable to the Licensing Authority proving that individual to be 18 years of age or older. If the person seeking alcohol is unable to produce acceptable means of identification, no sale or supply of alcohol shall be made or for that person.

Notices regarding the stores Challenge 25 policy must be displayed.

All staff who sell alcohol will be trained to NCPLH(National Certificate of Personal Licence Holders) level. All sales of alcohol must be directly supervised and authorised by a personal licence holder until such staff have achieved training to NCPLH level.

All staff will be trained regarding appropriate precautions to prevent the sale of alcohol to persons under the age of 18. Records will be kept of such training, which are signed and dated by the member of staff who has received the training.

Staff will receive refresher training every six months as a minimum, and records, signed and dated by the member of staff, will be kept of this refresher training. Records of training will be available for inspection by Hampshire Constabulary, The Licensing Authority, Trading Standards and other Responsible Authorities on request.

The holder of the Premises Licence shall keep a written record, namely a refusals book, of those incidents where a person who a member of staff believes to be under the age of 18 years, and is unable to produce acceptable means of identification proving that they are over 18 years or more, attempts to purchase alcohol and is refused.

The record shall include details, in English, of the date, time and a brief description, including estimated age, of the person who attempted to purchase the alcohol, the type of alcohol and the name of the person who refused the sale.

Staff shall be trained in the use of the refusals book and it should be kept in a readily accessible place known by all members of staff.

The record will be regularly checked by the premises licence holder or the designated premises supervisor to ensure that all staff are completing records and, and this person will sign and date the record as evidence that they have checked it.

The refusals book will be available for inspection by Hampshire Constabulary, the Licensing Authority, Trading Standards and other relevant authorities on request.

P

a) General

The premises was previously licensed as a convenience store with an Off Licence facility which was recently revoked. The applicant has since taken over the tenancy and has advised that he is not related to and was not involved with the previous tenants in the running of the store. The application is for a like for like apart from an 0800 hours start time.

b) The Prevention of Crime & Disorder

A CCTV system shall be installed and maintained in the Licensed Premises to the satisfaction of the Licensing Authority, Hampshire Constabulary and Trading Standards.

As a minimum, it shall enable surveillance of both external and internal areas of the premises including entrances and exits.

Recordings from the system shall be of a quality acceptable as evidence in a court of law and shall be securely retained at the licensed premises for a period of 30 days after the recording, and shall be surrendered to Hampshire Constabulary, The Licensing Authority, or trading standards immediately on request.

The premises licence holder and staff must be capable of operating the CCTV system.

The Premises Licence Holder must keep complete records, such as invoices, receipts and delivery notes, relating to alcohol and cigarettes obtained by him for sale from his shop.

Records must include the name, address and telephone number of the supplier, the date of the supply, the products supplied, and their prices.

Where items have been delivered to his shop from a vehicle details of the vehicle registration, the name of the delivery person and contact details including the name, address and telephone number for the business must be kept. These details must be available on request to Responsible Authorities within 24 hours.

The premises Licence Holder must be able to identify who supplied alcohol and cigarettes present at his premises.

c) Public Safety

We will endeavour to insure that the premises are safe both staff and the general public, with adequate provisions for disabled persons. A fire risk assessment will also be undertaken.

d) The prevention of public nuisance

We contribute to alleviate public nuisance on/and in the vicinity of the premises during the times when the premises are open to members of the public.

All deliveries and the collection of refuse will take place during day hours as at present.

Please tick yes

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

IT IS AN OFFENCE, LIABLE ON 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 (please read guidance note 10)

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

Signature



Date

9th November, 2012

Capacity

Dorset Licensing - authorised agents for applicants.

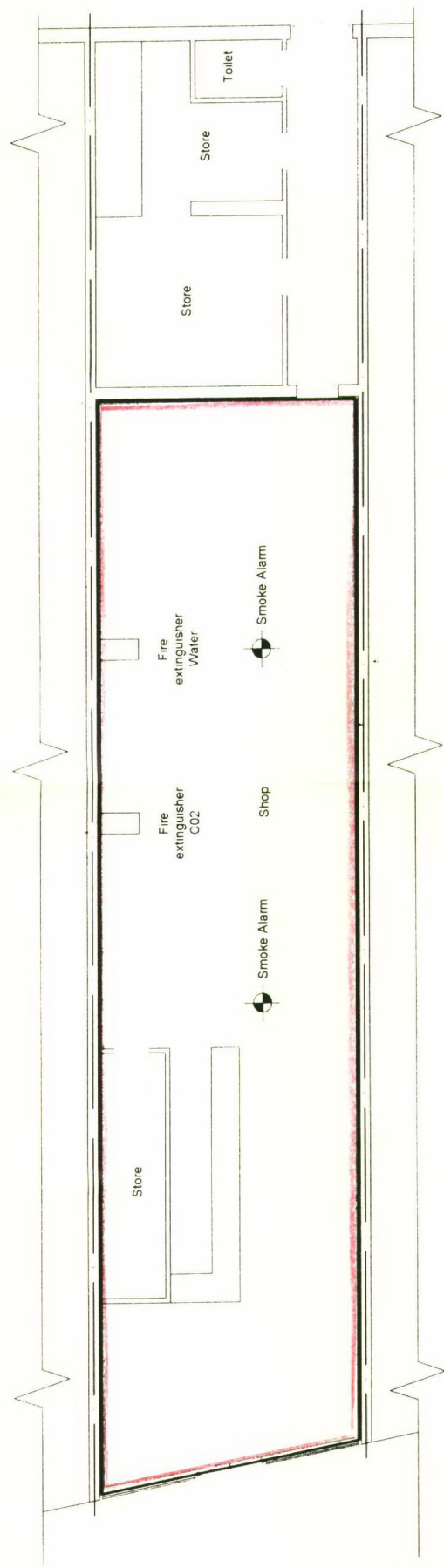
For joint applications signature of 2nd applicant or 2nd applicant's solicitor or other authorised agent. (please read guidance note 12) If signing on behalf of the applicant please state in what capacity.

Signature

Date

Capacity

Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 13) Dorset Licensing, 48, Hinchliffe Road, Hamworthy, Poole Dorset. BH15 4ED	
Post town Poole	Post code BH15 4ED
Telephone number (if any) [Redacted]	
If you would prefer us to correspond with you by e-mail your e-mail address (optional) [Redacted]	



GROUND FLOOR PLAN 1:100

All dimensions to be checked on site prior to the commencement of any work. Do not scale from this drawing or construction purposes.
 It is the sole responsibility of the building owner or their contractor to draw up any agreements or notices required to comply with the Party Wall Act. This drawing does not guarantee the position of the boundary.

Legend
 Property Boundary

Client Property Address
 ALAN WOLDENMICHAEL
 106 ST MARYS ROAD
 SOUTHAMPTON
 SO14 0AN
 Drawing Title LICENSING APPLICATION
 Contents FLOOR PLAN

Drawing Number 001A3-WOLDENMICHAEL-LA-6008
 Revision Number A
 Date 30.01.09
 Drawn by JAU
 Scale 1:100

Drawings by

UNSTED DESIGN

16 Hazel Close,
 Chandlers Ford,
 EASTLEIGH
 SO53 5RF
 Tel: 023 8027 4720
 Fax: 023 8027 4720
 Email: mku@UnstedDesign.co.uk
 Web Site: UnstedDesign.co.uk

Trading Standards Service
Southampton City Council
Civic Centre
Southampton SO14 7LY



Please ask for: Lucas Marshall
Our ref: 12/01917/OTHER
Your ref:

29th November 2012

Licensing
Southampton City Council
PO Box 1767
Southampton
SO18 9LA

Dear Sir/Madam

I write with reference to Simir Ali Siraj's application as a Premises Licence Holder at Pound Xtra, 106 St Marys Rd, Southampton, a copy of which was received by this Service on 12th November 2012. I wish to notify you of my objection to the granting of a licence to Mr Siraj, and outline my reasons for the objection below.

For information this premises has a history of failing to comply with the Licensing Objectives, namely the Prevention of Crime and Disorder, Public Safety and Protection of Children, and had its licence revoked following sales of counterfeit and non-UK duty paid alcohol, the presence of counterfeit non-UK duty paid cigarettes on the premises, repeat under age sales of alcohol and continual breaches of conditions imposed on the licence. At that time the owners of the business were Sara Woldemichael (also the Premises Licence Holder) and her husband Aklilu Alem. Following licence reviews and a subsequent appeal the licence was revoked on 15th June 2012.

On 20th November PC Jon Harris and I had a meeting with Mr Siraj, during which his application was discussed.

To summarise he told us the following:

He currently works as a taxi driver in Sheffield, where he lives, but said that he intends to move to Southampton in December.

He has no previous experience in the sale of alcohol, and is not a personal licence holder.

He said that he took over the lease of the premises from Sara Woldemichael on 5th October 2012 (a copy of this document is attached).

He said that he did not know Mrs Woldemichael or Mr Alem prior to purchasing the business and became aware that the business was for sale via a friend called Ali Mustafa who lives in St Marys Rd.

He has attended the business on 3 occasions since he took over the lease.

One of his employees, named Dorota, manages the shop.

He has inherited the staff from the previous business owner, Mrs Woldemichael.

Ms Woldemichael currently pays the business rates, which he said that he reimburses her for.

He claimed that Mrs Woldemichael and Mr Alem had not been involved in the business since he took over the lease.

Mr Siraj brought to the meeting a copy of his agreement of purchase for the business Pound Xtra, which I have examined, and is appended to this letter. The agreement stated that Mrs Sara Woldemichael would sell only half of the business to Mr Siraj for a total of £22000, to be paid in instalments of £1000 per month from 1st December 2012. Were Mrs Woldemichael to retain half of the business, and thereby continue to have an interest and influence on that business this would



concern me greatly: she demonstrated an unwillingness to meet the licensing objectives whilst she was the Premises Licence Holder, and would be a negative influence on Mr Siraj, who lacks experience in this field, and is currently infrequently present at the business.

I was subsequently informed by Mohammed Ekram Mazumder, the solicitor who witnessed the sale agreement, that the contract was incorrect due to a 'clerical error' and that Mr Siraj had purchased the whole business. Such a fundamental error, which appears repeatedly in the document signed by Ms Woldemichael, Mr Siraj and Mr Mazumder seemed highly unlikely. I requested from Mr Siraj a copy of the amended agreement, signed by all parties. On 27th November Mr Siraj gave me a copy of the amendment agreement for sale of Pound Xtra by Mrs Woldemichael, stating that Mr Siraj would own the whole business (a copy of this is enclosed). This document had been signed by Mr Siraj, Mr Mazumder, Janaga Anwari and Mrs Woldemichael, however Mrs Woldemichael's signature appears to differ from that on the previous contract, and when I queried who Janaga Anwari was he said that it was another name for Ali Mustafa. I therefore have some doubts regarding the validity of this agreement, however regardless of this Mr Siraj will not have purchased the business until October 2014, and up until that date Mrs Woldemichael will retain a financial interest in the business, and as such I am concerned that she will be able to influence its activities.

Mr Siraj claimed that Mr Alem has not been involved in the business since he took over the lease on 5th October 2012 however a local trader, Meten Lakhani of St Marys Supermarket, 110 St Marys Rd, Southampton, has informed me that he has seen Mr Alem behind the counter at Pound Xtra on frequent occasions, generally in the evenings, the most recent of which was on the weekend of 17th/18th November. I understand that Mr Lakhani will also be making an objection regarding this application. PC Jon Harris and I asked Mr Siraj whether he could provide CCTV footage covering 20:00 to 22:00 on Sunday 18th November. Mr Siraj agreed to do so and on 19th November provided a memory stick with footage which was subsequently examined by PC Jon Harris. The recording was for the morning, and did not cover the evening period as requested. On 22nd November 2012 I visited Pound Xtra and asked one of the members of staff if I could see CCTV footage for the evening of Saturday 17th November 2012. She said that the file was unavailable. I would question whether the files were unavailable or that they were unwilling to provide them.

For information Mr Lakhani has stated that there has been a significant decrease in the number of street drinkers in the area following Pound Xtra's licence revocation, and I would agree that they are less evident, possibly because excessively cheap alcohol has not been available since Pound Xtra's revocation.

I also have concerns regarding the competence of one of Mr Siraj's members of staff, Avtar Singh. He was responsible for one of the under age sales of alcohol which resulted in the review of Pound Xtra's licence. In his statement supporting Mrs Woldemichael's appeal against revocation he stated that he thought the purchaser was over 18 (the purchaser was only 16) so "did not bother" to check her age, partly due to a long queue in the shop. There was a Challenge 25 condition on the licence. He went on to say that he did not think that in house training regarding prevention of under age sales was essential. He clearly had a lack of regard for the licence objectives, and for the conditions on the licence.

During the meeting with Mr Siraj on 20th November I asked him how he intended to meet the Licensing Objectives. He didn't understand what I was talking about. I explained the objectives to him and asked again how he intended to address them, but he was unable to answer. He said that in Sheffield you just put in the paper work and get a licence.

For the above reasons I do not believe that Mr Siraj will address the Licensing Objectives and therefore I object to a licence being granted. Should a licence be granted I would ask that the following conditions be imposed:

Record Keeping

The Premises Licence Holder must keep, for a period of 24 months, complete records, such as invoices, receipts and delivery notes, relating to alcohol and cigarettes obtained by him for sale from his shop. Records must include the name, address and telephone number of the supplier, the date of supply, the products supplied, and their prices. Where items have been delivered to his shop by a vehicle details of the vehicle registration, the name of the delivery person and contact details including the name, address and telephone number for the business must be kept. These details must be available on request to Responsible Authorities within 24 hours. The Premises Licence Holder must be able to identify who supplied alcohol and cigarettes present at his premises.

Challenge 25

There will be a Challenge 25 policy operating at the premises. Challenge 25 means that the holder of the premises licence shall ensure that every individual, who visually appears to be under 25 years of age and is seeking to purchase or be supplied with alcohol at the premises or from the premises, shall produce identification proving that individual to be 18 years of age or older. Acceptable identification for the purposes of age verification will include a driving licence, passport or photographic identification bearing the "PASS" logo and the person's date of birth. If the person seeking alcohol is unable to produce acceptable means of identification, no sale or supply of alcohol will be made to or for that person. Notices regarding the premises' Challenge 25 Policy must be displayed on the premises.

Training

All staff who sell alcohol will be trained to APLH (EDI Level 2 Award for Personal License Holders) level. All sales of alcohol must be directly supervised and authorised by a personal licence holder until such staff have achieved training to APLH level.

Staff will be trained regarding appropriate precautions to prevent the sale of alcohol to persons under the age of 18, the signs and symptoms of drunk persons and the refusal of sale due to intoxication. Records will be kept of such training which must be signed and dated by the member of staff who has received that training. All staff will receive refresher training every six months as a minimum and that records are to be kept of this refresher training which should be signed and dated by the member of staff who received that training. All training records will be available for inspection by Hampshire Constabulary, Trading Standards and the Licensing Authority. Training records will be kept for a minimum period of two years.

Refusals book

The holder of the premises licence shall keep a written record, namely a refusals book, of those incidents where a person who a member of staff believes to be under the age of 18, and is unable to produce acceptable means of identification proving that they are of 18 years or more, attempts to purchase alcohol and is refused. The record shall include details, in English, of the date, time, a brief description, including estimated age, of the person who attempted to purchase the alcohol, the type of alcohol and the name of the person who refused the sale. Staff shall be trained in the use of the refusals book and it should be kept in a readily accessible place known by all members of staff. The record will be regularly checked by the premises licence holder or the designated premises supervisor to ensure that all staff are completing records, and this person will sign and date the record as evidence that they have checked it. The refusals book will be immediately available for inspection at the premises by Hampshire Constabulary, the Licensing Authority and Trading Standards, on request.

CCTV

A CCTV system must be operating at all times whilst the premises are open for licensable activity. All equipment shall have a constant and accurate time and date generation. The recording system

will be able to capture a minimum of 4 frames per second and all recorded footage must be securely retained for a minimum of 28 days. Records must be made on a weekly basis and kept for inspection to show that the system is functioning correctly and that data is being securely retained. The DPS or premises manager must be able to demonstrate that the CCTV system has measures to prevent recordings being tampered with, i.e. password protected. There shall be sufficient members of trained staff at the premises during operating hours to be able to provide viewable copies to police and Trading Standards on request when investigating allegations of offences or criminal activity. Any images recovered must be in a viewable format on either disc or VHS. Footage supplied in a digital format on CD or DVD will also have a copy of the CCTV system software enabled on the disc to allow playback. In the event of technical failure of the CCTV equipment the Premises Licence holder/DPS MUST report the failure to the Southampton Police Licensing Unit.

I would also ask that as a condition Sara Woldemichael and Aklilu Alem will not be permitted entry to the premises and will have no involvement in the management and running of the business.

Yours sincerely

A large black rectangular redaction box covering the signature of Lucas Marshall.

Lucas Marshall
Trading Standards Officer

Cc. Samir Ali Siraj, 11A Manor Park Centre, Sheffield, South Yorkshire S2 1WE
Dorset Licensing 48 Hinchliffe Road, Hamworthy, Poole, Dorset BH15 4ED
Southampton Licensing Unit, Hampshire Constabulary, Central Police Station, Southern Road,
Southampton SO15 1AN

If you require this letter or future correspondence from us in a different format (e.g. tape, Braille, or disc) please do not hesitate to let us know.

DATED: 05th day October 2012
ASSIGNMENT
Of Lease of Premises at
GROUND FLOOR of 106 ST MARYS
ROAD
Southampton
Hampshire
SO14 0AB

Diamond

SOLICITORS

108A Whitechapel Road (2nd Floor)
London E1 1JE
Tel: 02 072 470 707
Fax: 02 073 752 958

This Assignment of Lease is entered into by and between **SARA WOLDEMICHEL** of _____, assigning the lease – [the "assignor"], to and **SAMIR ALI SIRAJ**, _____, who is being assigned to [the "assignee"],

Background

By a certain lease dated **16 day of February 2008** the ("Lessor") **RACHNEET BEDI**, _____ has leased the premises located at the **GROUND FLOOR OF 106 ST. MARYS ROAD, SOUTHAMPTON, HAMPSHIRE SO14 0AN**, pursuant to a Lease Agreement, between Assignor's (the "Lessee"), and Landlord (the "Lessor ")

Assignor's desires to assign to Assignee, and Assignee desires to assume, all of Assignor's rights and obligations as tenant under the Lease, with the consent of Landlord.

Therefore, in consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties agree as follows:

1. Assignor hereby assigns the Lease and all of its right, title and interest thereunder to Assignee. Assignee hereby accepts such assignment. Assignee shall have all of the rights of Assignor under the Lease including, without limitation, any option to renew or extend the Lease, option to purchase the Premises and right to the security deposit now held by Landlord, should any of the foregoing exist.
2. Assignee hereby assumes and agrees to be bound by all of Assignor's obligations under the Lease. Assignee shall perform all the terms, covenants and conditions of the Lease, including the payment of rent and any other required amounts to Landlord, after the date hereof.
3. Assignee shall indemnify and hold Assignor harmless from any and all claims, damages, expenses and liabilities of whatever nature, including attorney's fees, arising under the Lease or relating to the Premises after the date hereof.
4. Assignee shall not assign the Lease any further or sublet all or any portion of the Premises without the prior written consent of Landlord.
5. Except as specifically modified herein, the Lease will continue in full force and effect.
6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

CONSENT OF LANDLORD.

Landlord hereby consents to the above Assignment and releases Assignor from all obligations and liabilities arising under the Lease after the date hereof.

IN WITNESS WHEREOF, this Assignment of Lease is executed under

Seal on the 05 day of October, 2012.

ASSIGNOR

SIGNED AS A DEED by the said

[Redacted Signature]

SARA WOLDEMICHEL

In the presence of:

[Redacted Signature]

Rebecca S Asghar
LLB (Hons), LLM
Principal Solicitor
Commissioner for Oaths
DIAMOND SOLICITORS
London E1 1JE, United Kingdom

05/10/12

ASSIGNEE

SIGNED AS A DEED by the said

[Redacted Signature]

SAMIR ALI SIRAJ

In the presence of:

[Redacted Signature]

K. M. G. AZAM
Solicitor
42 Litra Road
London E15 0LF
Tel: 020 84719279
Fax: 020 7377 0683

Diamond

SOLICITORS

108A Whitechapel Road (2nd Floor)

London E1 1JE

Tel: 02 072 470 707

Fax: 02 073 752 958



AGREEMENT OF PURCHASE AND SALE OF BUSINESS

This agreement of purchase and sale ("the agreement") is made in two original copies, effective Monday 1st October 2012.

BETWEEN: MRS SARA WOLDMICHAEL (the "Vendor"), an individual with his main address located at: [REDACTED]

AND: SAMIR ALI SIRAJ (the "Purchaser"), an individual with his main address located at: [REDACTED]

SUBJECT-MATTER

1. The Purchaser agrees to buy and the Vendor agrees to sell to the Purchaser half of business as a going concern all the undertaking and assets owned by the vendor in connection with the business carried on as POUND XTRA at 106 ST MARYS ROAD, SOUTHAMPTON, HAMPSHIRE, SO14 0AN (the "business") including, without limiting the generality of the foregoing:
 - a) The furniture, fixtures and equipment.
 - b) All the saleable stock in trade (the "stock in trade");
 - c) All usable parts and supplies (the "parts and supplies");
 - d) All leasehold interest in the lease held by the Vendor from RACHNEET BEDI (the "lease");
 - e) The goodwill of the business together with the exclusive right to the purchaser to represent itself as carrying on business in succession to the Vendor and to use the business style of the business and variations in the business to be carried on by the Purchaser (the "goodwill").

PURCHASE-PRICE

2. The purchase price payable for the half of undertaking and assets to be bought and sold is the total of the amounts computed and allocated as follows:
 - a) For the half of total equipment, stock in trade, goodwill fixtures and fittings: total payable £22000.00 (twenty two thousand) to the "vendor" by the purchaser and
 - b) Purchaser will take the responsibility to pay any business loan and any business credit card payment, VAT and final national insurance on vendor.

TERMS OF PAYMENT

3. The purchaser will pay the Vendor on the basis of £1000.00 (one thousand) per month, which will start from 1st December 2012. Both will keep the record of payment will be made in to vendor' business account The Vendor acknowledges of receiving base on monthly payment of £1000.00 (one thousand)

3.1 The purchase price for the undertaking and assets agreed to be bought and sold shall be paid by 22 monthly payments of totaling of £22000.00.



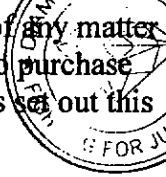
CONDITIONS, REPRESENTATIONS AND WARRANTIES

4.1 In addition to anything else in this agreement, the following are conditions of completing this agreement in favor of the purchaser:

- a) That the purchaser obtain financing on terms satisfactory to it to complete the purchase;
- b) That the carrying of the business as its present location is not prohibited by the land use restrictions;
- c) That the lesser of the lease consents to its assignment to the purchaser;
- d) That the purchaser obtain all the permits and licenses required for it to carry on the business;
- e) That the Vendor supply or deliver on closing all of the closing documents;
- f) That the premises shall be in the same condition, reasonable wear and tear expected, on the date of passing as they are currently in;
- g) That Sellers board of directors has duly authorized the execution of this agreement.

4.2 The following representations and warranties are made and given by the vendor to the purchaser and expressly survive the closing of this agreement. The representations are true as of the date of this agreement and will be true as of the date of closing when they shall continue as warranties according to their terms. At the option of the Purchaser, the representations and warranties may be treated as conditions of the closing of the agreement in favor of the Purchaser. However, the closing of this agreement shall not operate as a waiver or otherwise result in a merger to deprive the Purchaser of the right to sue the Vendor for breach of warranty in respect of any matter warranted, whether or not ascertained by the Purchaser prior to closing:

- a) The Vendor is a resident of the UNITED KINGDOM within the meaning of the Income Tax Act of UNITED KINGDOM.
- b) The assets agreed to be bought and sold are sold free and clear of all liens, encumbrances and charges;
- c) The equipment is in good operating condition;
- d) Until the closing date of this agreement, Vendor shall not, without the written consent of the Purchaser, dispose of or encumber any of the ordinary course of Vendor's business. The undertaking and assets agreed to be bought and sold will not be adversely affected in any material respect in any way, and Vendor will not do anything before or after closing to prejudice the goodwill;
- e) The lease is in good standing and the Vendor has fulfilled all of its obligations under the lease;

- 
- f) The Vendor has made full and fair disclosure in all material respects of any matter that could be reasonably expected to affect the Purchaser's decision to purchase the undertaking and assets agreed to be bought and sold on the terms set out in this agreement;
- g) Vendor agrees to disclose to the Purchaser not later than 14 days after the closing date, all trade secrets, customer lists, and technical information held or controlled by Vendor and relating to the business sold here under.
- h) The vendors name will be taken out from the business, tax, National Insurance, VAT and will not be responsible for any kind of bills or outstanding payment.

RISK

5.1 The risk of loss or damage to the undertaking and assets agreed to be bought and sold remains with the vendor until closing

5.2 in the event of loss or damage to the tangible assets agreed to be bought and sold prior to closing, at the option of the purchaser, the replacement cost of the assets lost or damaged or any of them may be deducted from the total purchase price otherwise payable by the Purchaser under this agreement and the corresponding loss or damaged shall be excluded from the purchase and sale.

NON-COMPETITION

6. The vendor covenants with the Purchaser, in consideration of the closing of this agreements, the Vendor will not operate an POUND XTRA business or any way aid or assist any other person to operate such a business in SOUTHAMPTON AREA for a period of 2YEARS from the date of this agreement.

CLOSING DOCUMENTS

7. The Vendor shall deliver to the Purchaser, in registrable from where applicable; the following closing documents (the "closing documents"), prepared or obtained by the Vendors expense on or before closing:

- a) Duplicate, properly executed Bills of Sale of the equipment, stock in trade and parts and supplies together with evidence satisfactory to the Purchaser that the sale complies with any law governing the sale in bulk of the stock in trade or of the sale of any of the other assets pursuant to this agreement;
- b) A statutory declarations that the Vendor is a resident of the United Kingdom within the meaning of the Income Tax Act of the UNITED KINGDOM as of the date closing;
- c) All records and financial data, including but not limited to any lists of customers and suppliers, relevant to the continuation of the business by the Purchaser;

d) A duly executed notice in proper form revoking any registration of the style of the business under any business name registration law;

e) An executed assignment of the lease to the Purchaser endorsed with the lessor's consent to the assignment;

f) Such other assignments, consents, clearances or assurances as the Purchaser reasonably completion of this agreement.

CLOSING DATE

8. The purchase and sale in this agreement shall close on Monday 1st October 2012.

9. This agreement executed on behalf of the Purchaser constitutes an offer to Purchase which can only be accepted by the Vendor by return of at least one originally accepted copy of agreements to the purchaser on or before 1st December 2012, failing which the offer becomes null and void. If this offer becomes null and void or is validly revoked before acceptance or this agreement is not completed by the Purchaser for any valid reason, any deposit tendered with it on behalf of the Purchaser shall be returned without penalty or interest.

Signed and Delivered in the Presence of:

VENDOR

[Redacted Signature]

WOLDEMIR C HAEL

PURCHASER

[Redacted Signature]

FAMIL SINGH

PRINT NAME AND TITLE
AUTHORIZED SIGNATURE

PRINT NAME AND TITLE
AUTHORIZED SIGNATUR

WITNESS 1

[Redacted Signature]

WITNESS2

[Redacted Signature]

9/10/12
MOHAMMED EKRAM MAZUMDER
LLB(Hons)B.COM(Hons)M.COM Accounting.LL.B
SOLICITOR
Of the Senior Courts of England & Wales
Commissioner for Oaths
Advocate & I.T.P Bangladesh
Director & COFA
DIAMOND SOLICITORS
109A Whitechapel Road, London E1 1JE, UK



The agreement of purchase and sale ("the agreement") made in two original copies, effective from Monday 1st October 2012, has been corrected in the following manner:

- In the **Subject Matter** at Clause no (1) line no (1) the word 'Half of business' should be read as '**Whole of business**'.
- In the **Purchase Price** at Clause no (2) line no (1) 'Half of undertaking' should be read as '**Whole of Undertaking**'.
- In the **Purchase Price** at Clause no (2) (a) line no (1) 'Half of total equipment' should be read as '**Whole of total equipment**'.

Signed and Delivered in the Presence of:

VENDOR

AUTHORIZED SIGNATURE

PURCHASER

PRINT NAME AND TITLE
AUTHORIZED SIGNATUR

WITNESS 1

JANAGA ANWARI
179 SHIRLEY ROAD
SOUTHAMPTON
SO15 3FG

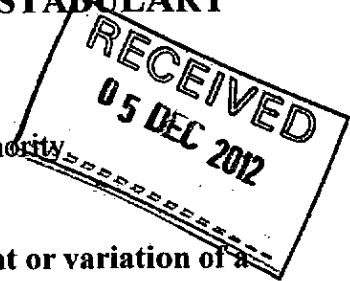
WITNESS 2

26/11/2012
MOHAMMED EKRAM MAZUMDER
LLB(Hons)S.CO(R)Hons)M.COM Accounting.LL.B
SOLICITOR
Of the Senior Courts of England & Wales
Commissioner for Oaths
Advocate & I.T.P Bangladesh
Director & COFA
DIAMOND SOLICITORS
105A Whitechapel Road, London E1 1JE, UK



HAMPSHIRE CONSTABULARY

NEW GRANT OR VARIATION OF PREMISES LICENCE OR CLUB PREMISES CERTIFICATE FORM FOR REPRESENTATIONS FROM HAMPSHIRE CONSTABULARY



Before completing this form please read the guidance notes on page 3.
Once completed please send your representation form to your local Licensing Authority.
You must keep a copy of the completed form for police records.

Hampshire Constabulary wish to make a representation(s) regarding the grant or variation of a Premises Licence or Club Premises Certificate issued under the Licensing Act 2003.

These representations must be made within 28 days

Postal address of premises or club premises: Pound Xtra, 106 St. Marys Road			
Post town:	Southampton	Postcode:	SO14 0AN

Name of premises licence holder or club holding club premises certificate (if known) Samir Ali Siraj (applicant)
--

Police Details

Hampshire Constabulary is a responsible authority.

Name and address: PC 24288 Harris Southampton Central Police Station Southern Road Southampton SO15 1AN

This application to object relates to the following licensing objective(s)

- 1) The prevention of crime and disorder
- 2) Public safety
- 3) The prevention of public nuisance
- 4) The protection of children from harm

Please select one or more boxes



HAMPSHIRE CONSTABULARY

NEW GRANT OR VARIATION OF PREMISES LICENCE OR CLUB PREMISES CERTIFICATE FORM FOR REPRESENTATIONS FROM HAMPSHIRE CONSTABULARY

State the ground(s) for representation *(please read guidance notes 1 & 2)*

On behalf of the Chief Officer of Hampshire Constabulary, I am writing to lodge a representation to the above application.

The police have reviewed the representation from Trading Standards officer Lucas Marshall which we concur with. Lucas Marshall, within his representation has provided all of the background regarding the premises and the poor management of it, which led to two reviews and the revocation of the licence. Most of which I do not intend to repeat.

Mrs Sara Woldemichael was the premises licence holder and her husband Aklilu Alem was the designated premises supervisor (DPS). Having had their licence to sell alcohol revoked, a new application for a premises licence was submitted by a Mr Khan in August 2012. Trading Standards officer Lucas Marshall and PC Harris met with the applicant who advised he was a 50/50 owner of the business along with Mr Aklilu Alem. They had both put in equal amounts of money when the premises first opened in May 2008. Mr Khan advised that Mr Alem would still work at the premises and a member of his staff would become the designated premises supervisor. This was of great concern to both Trading Standards and the police. The previous DPS Mr Alem had failed in his duty to support the licensing objectives and yet would still own 50% of the business, having the same amount of control as before. Effectively, the application was being submitted to circumvent the revocation. The concerns were highlighted to the applicant who then withdrew his application.

On 12th November 2012, another new licence application was received from a Mr Samir Ali Siraj. Initially, it appeared as though the applicant was unconnected with the previous owners, but Trading Standards and Police shared a concern in that the licence holder lived in Sheffield. It seemed strange that someone who lived so far away would apply for a licence of a premises in Southampton, when they could do the same much closer to home. Mr Siraj was invited to speak with both Trading Standards Officer Lucas Marshall and PC Harris. During the meeting, which was recorded by dictaphone (Annex A) Mr Siraj advised he had not known the previous owners prior to purchasing the business and they would have nothing to do with the running of it, should he be granted a licence. A voters check of Mr Siraj's home address in Sheffield linked the premises with a Meron Afework (Annex B). Mr Siraj was asked as to who this was and he advised it was his partner.

The police have conducted checks on various social networking sites in relation to the applicant and the previous owners and it was found that Mr Aklilu Alem is friends with Meron Afework on Facebook (Annex C). It is not clear in what capacity they know each other, but it was noted that they both originate from Addis Ababa in Ethiopia. The applicant for the licence was Mr Siraj and yet it was his partner from Sheffield that is friends with the previous DPS. This highlights that the applicant has clearly been dishonest to both Trading Standards and police regarding any connection with the



HAMPSHIRE CONSTABULARY

NEW GRANT OR VARIATION OF PREMISES LICENCE OR CLUB PREMISES CERTIFICATE FORM FOR REPRESENTATIONS FROM HAMPSHIRE CONSTABULARY

businesses previous owners. It would appear that Mr Alem has contacted his friend Meron Afework in Sheffield who has then arranged for her partner Mr Siraj to apply for a new licence. The police suggest that this application has again been made to circumvent the revocation and strongly believe that if the licence was granted, Mr Alem would again be working at the premises in full control of the business.

State any conditions that the Police seek to negate the need for a hearing

Application withdrawn.

IT IS AN OFFENCE, UNDER SECTION 158 OF THE LICENSING ACT 2003 TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS REPRESENTATION

Part 3 – Signatures *(please read guidance note 3)*

Recommendation of Police Officer

Signature of Police Officer Completing

Signature:

Date:

.....
.....

Recommendation of Police Sergeant



HAMPSHIRE CONSTABULARY

I

NEW GRANT OR VARIATION OF PREMISES LICENCE OR CLUB PREMISES CERTIFICATE FORM FOR REPRESENTATIONS FROM HAMPSHIRE CONSTABULARY

It would appear that the applicant is in cahoots with the original licence holders and that this application is not as truthful as it would first appear.

Signature of Police Sergeant

Signature: _____

Date: 5/12/12

Decision of Police Licensing Inspector

Objection supported.

Signature of Police Licensing Inspector

Signature: _____

Date: 05/12/12

NOTES FOR GUIDANCE

1. The ground(s) for representation must be based on one of the licensing objectives.
2. Please list any additional information or details, for example dates of problems which are included in the grounds for representation if available.
3. The representation form must be signed.

ANNEX B.

This is the item that you have selected:

Meron Afework
SHEFFIELD

Click [HERE](#) to search again

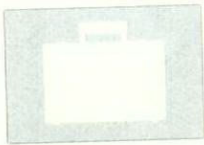


Aklilu Alem

Add Friend

Message

- Boss at bussiness man
- Lives in London, United Kingdom
- From Addis Ababa, Ethiopia



About



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Aklilu Alem Friends

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Meron Afework

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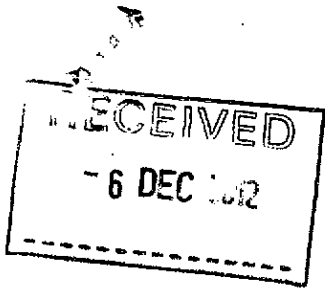
Current City **London, United Kingd...**

Hometown **Addis Ababa, Ethiopia**

Basic Info

Sex **Male**

About Aklilu Alem



MR METEN LAKHANI
110 ST MARYS ROAD,
SOUTHAMPTON.
SO14 0AN

5TH DECEMBER 2012

Dear Mr McGuiness

I am the director of St Marys Supermarket Ltd, which trades at 110 St Marys Road, Southampton. I am writing to you because I am concerned about the application for a Premises Licence at the Pound Xtra, 106 St Marys Road, Southampton. The Licence there has been suspended for a period of 3 months last year and then in June this year Revoked. I understand because the owners, Mr Alem and his wife Mrs Woldemicheal, were selling counterfeit illegal alcohol and also selling to children. I have looked at the licence application notice and it contains the name of a new person, Simir Ali Siraj, however I believe Mr Alem continues to be involved in the business. I have regularly seen him at the business sitting behind the counter, the most recent being on the evening of Friday 16th November 2012. I have also seen his car a green peugeot parked in Graham Road, which is round the corner. But since his application notice has been put up he does not sit in the shop just in case the council does check whether he is there or not. He was seen on the 29th of November 2012 behind the counter at 9.11pm and then left in his car parked outside in St Marys Road.

It is very unfair that shops that have lost their licence are able to get their licence back under a different applicant who could be a friend or relative. It is a trick that people use and when they are desperate for a licence they will do anything such as getting the name on the business changed. To get a magistrates licence 20 years ago it was very difficult and your character was very important but nowadays anyone can get the licence. I feel as does many shop keepers that the council should close the loopholes to gain licences where illegal trade has taken place and to cut the anti social behaviour.

Since the Pound Xtra licence has been revoked there has been much fewer problems with street drinkers in the vicinity and although it has been a short period of time the police may feel too. We have had the business for 32 years and in all that time as being a post office and off licence the problems of street drinking have never been so bad as to when Mr Alem got his licence in 2009. All this was due to not obeying licencing laws and the responsibility to children and adults in the community. No licencing objectives were obeyed but the council took 3 years to establish this against Pound Xtra. I believe all these problems were caused by Mr Alem selling cheap alcohol to the street drinkers and attracting more of them in the neighbourhood. Strong alcohol such as Special Brew were forced to be sold at £1.00 when Pound Xtra had a licence in the whole St Marys area. This product was sold for £1.69 a can before Mr Alem had a licence. This product and others like it cause anti social problems and I am also worried that if Mr Siraj gets the licence this problem will reoccur, especially if Mr Alem or his wife are involved with the business. Also the Licencing objectives, the prevention of crime and disorder, public safety, the prevention of nuisance and the protection of children from harm will not be met.

Also the application made has been made for longer opening hours. Previously Pound Xtra sold alcohol from 10am in the morning 7 days a week. Under the new application they have applied to sell alcohol from 8 am 7 days a week. Firstly they are applying for 2 hours extra in the morning when there are kids and families going to work and schools. Secondly on Sundays my licence doesn't start till 10am so this will cause problems for me when I refuse customers. Even when I refuse on Sundays there are other shops that can sell from 7am in Lodge Road. So my customers will come back and swear at us just because they are refused. So if it is just 4 doors away I will get more problems and the majority of people that don't understand are ethnic minorities. Other shops in the close vicinity start selling at 10am too. So to avoid these problems and the ones outlined above I am therefore objecting to the grant of a licence to Mr Siraj and Pound Xtra.

MR M LAKHANI
5/12/2012

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