

CITY OF
WOLVERHAMPTON
COUNCIL

Licensing Sub-Committee

Thursday, 15 November 2018

Dear Councillor

LICENSING SUB-COMMITTEE - THURSDAY, 15TH NOVEMBER, 2018

I am now able to enclose, for consideration at next Thursday, 15th November, 2018 meeting of the Licensing Sub-Committee, the following documents that were unavailable when the agenda was printed.

Agenda No	Item
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| 3 | <u>Licensing Act 2003 – Application for a Premises Licence in respect of The Harp Inn, Walsall Street, Eastfield, Wolverhampton, West Midlands, WV1 3LP (Pages 3 - 36)</u> |
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If you have any queries about this meeting, please contact the democratic support team:

Contact Donna Cope
Tel 01902 554452
Email donna.cope@wolverhampton.gov.uk
Address Democratic Support, Civic Centre, 1st floor, St Peter's Square,
Wolverhampton WV1 1RL

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Documents submitted on behalf of the applicant

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The Harp Inn, Walsall Street, Wolverhampton
Submissions on behalf of the applicant, Angela Bent

The applicant formally amends the original application as follows:-

1. The terminal hour sought for the provision of licensable activities shall be reduced as follows:
 - i. Sunday to Wednesday 11:00 to 00:00
 - ii. Thursday to Saturday 11:00 to 01:00
2. The premises to be closed to members of the public 30 minutes thereafter.
3. The following licensable activities are to be formally removed from the application
 - iii. Provision of performances of dance
 - iv. Off-sales

Proposed premises licence conditions:-

The applicant proposes the following conditions in addition to the mandatory conditions to be applied to the premises licence:

1. All staff to receive training and refresher training every 6 months on their responsibilities under the Licensing Act 2003. The training is to be documented and made available to an authorised officer of a responsible authority upon request.
2. The following persons shall take no part in the management or operation of the premises or the provision of any licensable activity:
 - a. Orville Hines
 - b. Garnett McClean
 - c. Isaac Green
 - d. Afiya Dalila
 - e. Asata Dalila
3. The premises shall install and maintain a comprehensive CCTV system as per the minimum requirements of the West Midlands Police Licensing Team. All entry and exit points will be covered enabling frontal identification of every person entering in any light condition. The CCTV system shall continually record whilst the premises is open for licensable activities and during all times when customers remain on the premises. All recordings shall be stored for a minimum period of 31 days with date and time stamping. Viewing of recordings shall be made available immediately upon the request of Police or authorised officer throughout the entire 31 day period.
4. A staff member from the premises who is conversant with the operation of the CCTV system shall be on the premises at all times when the premises is open. This staff member must be

able to provide a Police or authorised council officer copies of recent CCTV images or data with the absolute minimum of delay when requested.

5. An incident log shall be kept at the premises, and made available on request to an authorised officer of the City Council or the Police. It must be completed within 24 hours of the incident and will record the following:
 - (a) all crimes reported to the venue
 - (b) all ejections of patrons
 - (c) any complaints received concerning crime and disorder
 - (d) any incidents of disorder
 - (e) all seizures of drugs or offensive weapons
 - (f) any faults in the CCTV system
 - (g) any refusal of the sale of alcohol
 - (h) any visit by a relevant authority or emergency service.
6. The capacity of the premises shall be restricted to 110 persons at all times or such other figure as contained with the premises fire risk assessment.
7. On Fridays and Saturdays when the premises operates beyond midnight, a minimum of 2 SIA licensed door supervisors shall be on duty at the premises from 2200 hours until close. Door supervisors will be engaged on other occasions subject to individual risk assessment.
8. A noise limiter must be fitted to the musical amplification system set at a level determined by and to the satisfaction of an authorised officer of the Environmental Health Service, so as to ensure that no noise nuisance is caused to local residents or businesses.
9. No noise generated on the premises, or by its associated plant or equipment, shall emanate from the premises nor vibration be transmitted through the structure of the premises which gives rise to a nuisance.
10. All windows and external doors shall be kept closed any time when regulated entertainment takes place, except for the immediate access and egress of persons.
11. There shall be no sales of alcohol for consumption off the premises.
12. Notices shall be prominently displayed at all entrances to the premises reminding customers of the need to park sensibly and to respect the needs of local residents.
13. Notices shall be prominently displayed at all exits requesting patrons to respect the needs of local residents and businesses and leave the area quietly.
14. Notices shall be prominently displayed at any area used for smoking requesting patrons to respect the needs of local residents and use the area quietly.
15. The premises licence holder shall ensure that any patrons drinking and/or smoking outside the premises do so in an orderly manner and are supervised by staff so as to ensure that there is no public nuisance.

16. A direct telephone number for the premises licence holder/DPS at the premises shall be publicly available at all times the premises is open. This telephone number is to be made available to residents and businesses in the vicinity.
17. During the hours of operation of the premises, the licence holder shall ensure sufficient measures are in place to remove and prevent litter or waste arising or accumulating from customers in the area immediately outside the premises.
18. Challenge 25 proof of age scheme shall be operated at the premises where the only acceptable forms of identification are recognised photographic identification cards, such as a driving licence, passport or proof of age card with the PASS Hologram.
19. Prior to opening for trade, the premises licence holder will have in place policies for the following:-
 - a. Dispersal policy
 - b. Drugs policy
 - c. Dress code

Dated 20thSeptember 2018

O.HINES LIMITED

ANGELA BENT

DRAFT TENANT AGREEMENT

Of premises known as

THE HARP INN

WALSALL STREET

WOLVERHAMPTON

WV1 3LP

Draft Particulars

Date of Lease	20th September 2018
Landlord	O Hines Ltd The Unit 3/4 Westley St Dudley DY1 1TS
Tenant	Angela Bent
Property	The Harp Walsall St Wolverhampton WV1 3LP
Term Commencement Date	20th September 2018
Term Expiry Date	19th September 2019
Rent	£1000 pcm
Rent Commencement Date	20th September 2018
Deposit	£nil
Trade Tie(in outline only)	Free of Tie
Insurance rate	£0
Landlords Signature
Tenant Signature
Date

Interest Rate 1% below the published base rate of the Landlord's Bank from time to time

Inventory means all loose fittings furniture furnishings and equipment and other articles on the Property and used or intended or available for use by the Tenant for the Business (other than the landlord's fixtures fittings plant and machinery) which are part or parts of the Property as defined in this Agreement including any articles from time to time acquired or provided by the Tenant in performance of its obligations pursuant to clause 6

Landlord means the Landlord specified in the Particulars and where the context requires includes its successors in title assigns agents servants and nominees

Landlord's Bank means any UK clearing bank which the Landlord may reasonably nominate

Landlord's Current Price List means the price list for the time being of the Landlord or the Nominated Supplier

Landlord's Inventory means the part or parts or whole of the inventory from time to time owned by the Landlord

Licensing Act means The Licensing Act 2003

Liquidated Damages means a sum payable to the Landlord in respect of any Specified Beers or Specified Non-Beer Drinks sold from or found at the Property which have not been purchased from the Landlord in accordance with the terms of the Schedule such sum to be calculated in proportion to the fraction the volume in imperial 36 gallon barrels in which such Specified Beers or Specified Non-Beer Drinks has been so sold from or found multiplied by £100

Nominated Supplier means any person firm or corporate body nominated by the Landlord to supply goods and/or drinks (whether as its agent or otherwise) to the Tenant

Particulars means the page at the beginning of this Agreement headed "Particulars"

Personal Licence means a licence under the Licensing Act which authorises an individual to supply alcohol to members of the public from the Property

Premises Licence means a licence under the Licensing Act which authorises the use of the Property for the carrying on of one or more licensable activities as defined in the Licensing Act

Property means the Property specified in the Particulars

Rating Charge means such sum as shall be determined by the Landlord as representing a fair and proper portion of the Rating Services

Rating Services means the services provided by the Landlord or its agent for advice given and negotiations undertaken with the District Valuer for agreeing the rateable charges for the Property as shall be notified to the Tenant in writing

Specified Non-Beer Drinks means drinks of the types set out in Part 3 of the Schedule

Tenant means the Tenant specified in the Particulars

Term means a term of five Calendar Months and twenty five days from and including the Term Commencement Date subject to termination in accordance with clause 11.7

Term Commencement Date means the date specified in the Particulars

Termination of the Term means expiry by effluxion of time or termination by any other means whatsoever (including without limitation forfeiture, disclaimer or surrender)

Trade Licences means any permit licence certificate or order of whatsoever nature required whether mandatory under any legislation or otherwise which relates to the trade carried on in the Property (including without limitation the sale of alcoholic liquor public entertainment music or dancing or the use of Amusement or Vending Machines) including without limitation a Premises Licence or Personal Licence

VAT means value added tax or any tax of a similar nature which may be substituted of it or levied in addition to it

1.2 In this Agreement unless there is something in the subject or context inconsistent therewith:

- (a) Any obligation to pay money refers to a sum exclusive of Value Added Tax (VAT) and VAT chargeable is payable in addition;
- (b) Any reference to an Act of Parliament refers to the Act as it applies at the date of this Agreement and any later amendment or re-enactment of it;
- (c) The headings and index in this Agreement are for convenient reference only and have no effect upon the meaning of this Agreement;
- (d) Whenever there is more than one Tenant all their obligations can be enforced against any or all of the tenants;
- (e) Where two or more persons are respectively included in the expressions the Landlord and the Tenant the covenants expressed to be made by the Landlord and the Tenant respectively shall be deemed to be made by such persons jointly and severally;
- (f) words importing one gender shall be construed as importing any other gender and any reference to a person or persons (but not an individual) shall include a body or bodies corporate;
- (g) references to any right of the Landlord to have access to the Property shall be construed as extending to any superior landlord and any mortgagee of the Property and to all persons (including agents professional advisors contractors workmen and others) authorised by the Landlord or any superior landlord or mortgagee (where any superior lease or mortgage grants such rights of access to the superior landlord or mortgagee) and as being exercisable with or without plant machinery materials and vehicles);
- (h) any covenant by the Tenant not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person;

- (i) the expression the "Landlord" shall include its successors in title and the reversioners for the time being immediately expectant on the determination of the Term; and
- (j) the expression the "Tenant" shall include its successors in title and personal representatives.

2 Demise Term and Rent

2.1 In exchange for the obligations undertaken by the Tenant the Landlord lets the Property to the Tenant for the Term the Tenant agreeing to pay by direct debit or by such instalments at such frequency on such days and in such manner as the Landlord may from time to time otherwise reasonably require:

- (a) the Rent and the Insurance Rent monthly in advance on the first day of each Calendar Month save in respect of the period from the Term Commencement Date to the end of the Calendar Month in which the Term Commencement Date falls or such other date as the Landlord may require which shall be paid on the date of this Agreement;
- (b) by way of further rent all sums due from the Tenant to the Landlord in respect of the goods and drinks supplied to the Tenant by the Landlord and/or Nominated Suppliers payable in accordance with clause 5.3 and the Schedule;
- (c) within 14 days of written demand the premium or other payment incurred or to be incurred by the Landlord (or at the Landlord's discretion the Landlord's standard charges) for or in relation to the provision of any servicing costs and/or maintenance contract or contracts for the cellar cooling systems & beer raising equipment together with the Landlord's reasonable administration fee;
- (d) within 14 days of written demand a sum equal to all costs incurred by the Landlord or to be incurred by the Landlord (or at the Landlord's discretion the Landlord's standard charges) in the provision of such services or facilities which the Landlord from time to time reasonably considers appropriate (including without limitation works undertaken by the Landlord at the Property in compliance with its statutory obligations and any fixed gas or electrical installation inspections which the Landlord reasonably deems necessary for the Property) together with the Landlord's reasonable administration fee;
- (e) within 14 days of written demand the Rating Charge; and
- (f) (if applicable) VAT on the Rents and on any other sums payable under this agreement.

3 Benefits and Burdens

3.1 The Property is let with the benefit of all rights of way water air drainage passage of gas electricity and support and also rights to use and maintain sewers drains pipes wires and cables for those services and any other rights enjoyed by occupiers of the Property and which are needed in order to use the Property for the use allowed as exist at the date of this Agreement.

3.2 The Property is let subject to the following exceptions and reservations (so far as may be relevant):

- (a) the right to run water gas electricity communications and waste through the sewers drains pipes wires and cables which are now or may within the term of this Agreement be in upon or under the Property and also all rights of light air and support in respect of any adjoining premises belonging to the Landlord;
- (b) all rights used and enjoyed in connection with any neighbouring premises to from over or through the Property as exist at the date of this Agreement;
- (c) the right at reasonable times and upon giving reasonable notice (except in cases of emergency when no notice shall be required) to enter upon the Property to lay inspect repair clean alter renew and make connections with such sewers drains pipes wires and cable or any of them making good any damage caused to the Property in the exercise of this right;
- (d) the right for the Landlord to enter the Property at any time for all purposes relating to the obligations of the parties to this Agreement;
- (e) the right for the Landlord to attach fix or erect or to permit the attachment fixing or erection of hoardings signs or advertisement on or within the Property provided that such hoardings signs and advertisements shall not materially adversely affect the Tenant's trade from the Property and for the avoidance of doubt the Landlord shall retain any income attributable to such hoarding sign or advertisement;
- (f) the right of support which the Property gives or might in the future give to any adjoining buildings.

4 Tenant's Covenants (Payment of Monies)

The Tenant covenants with the Landlord:

4.1 Pay Rent

To pay the Rents on the dates and in the manner specified in this Agreement.

4.2 Pay Outgoings

To pay promptly to the authorities to whom they are due all existing and future rates taxes duties charges assessments impositions and outgoings relating to the Property including any which are imposed after the date of this Agreement (other than any taxes arising from any dealing with the reversion to this Agreement of the receipt of the Rents (other than VAT payable on them)) and in the event that such rates taxes duties charges assessments impositions and outgoings are attributable to other premises of the Landlord in addition to the Property to pay to the Landlord within 14 days of written demand by way of further rent such proportion of such rates taxes duties charges assessments impositions and outgoings as are attributable to the Property as shall be reasonably and properly determined by the Landlord (whose decision shall be final and binding on the Tenant (save in the case of manifest error)).

4.3 Pay Deposit

- (a) to pay the Landlord the Deposit when this Agreement is signed;

- (b) the Landlord may draw on the Deposit and all interest that accrues to it in payment to the Landlord of any amount due to it arising out of the default by the Tenant of any of its obligations under this Agreement or otherwise;
- (c) the Tenant covenants that if the Landlord draws on the Deposit the Tenant shall following receipt of a written demand pay to the Landlord an amount equal to the sum so withdrawn;
- (d) at the Termination of the Term and when all Trade Licences have been transferred to the Landlord or its nominee the money held by the Landlord under this clause 4.3 shall be repaid by the Landlord to the Tenant together with an amount equal to the interest accrued to the Deposit at the Interest Rate in respect of the period since the date of the receipt of the Deposit but only after deduction by the Landlord of such sum as it shall consider necessary to meet all or any of the moneys obligations and liabilities which may then be due owing or incurred by the Tenant to the Landlord whether actual or contingent and whether alone severally or jointly or otherwise and until all contingent liabilities have been fully discharged and satisfied the Landlord may retain such moneys as the Landlord in its absolute discretion may consider necessary to meet such obligations or liabilities.

4.4 Pay Interest

To pay interest on any monies owed by the Tenant to the Landlord which are paid after becoming due at the rate of 4% above the base rate of the Landlord's Bank.

4.5 No Set Off

Not to reduce any payment of Rents payable to the Landlord by making any deduction from it or setting any sum off against it.

4.6 Rates and Local Taxes

- (a) immediately upon receipt to give to the Landlord any notice which concerns rates taxes or outgoings relating to the Property;
- (b) not to make any applications or representations to any rating or other local authorities concerning rates and taxes and outgoings relating to the Property.

5 Tenant's Covenants (Conduct of Business)

The Tenant covenants with the Landlord:

5.1 Conduct Of Business

- (a) to use the Property as a licensed Public House for the purposes of carrying out the Business and to use all best endeavours to promote and develop the said use;
- (b) to keep the Property open as a licensed Public House and to supply food and non-alcoholic beverages from the Property during such hours as the Landlord might reasonably require;
- (c) at all times to reside at the Property or with the prior consent of the Landlord (which

- (d) to ensure that all food alcoholic liquors and non-alcoholic beverages are served in an appropriately fresh and proper manner and in compliance with all appropriate hygiene requirements and regulations;
- (e) at the expense of the Tenant to ensure that all waste and refuse on and from the Property is collected retained and disposed of in the manner and at the frequency from time to time required or approved by the local or other competent authority;
- (f) at all times to do all things as may be required to comply with any order or direction of any statutory authority having power to issue such order or direction to an occupier of any property and to give immediate notice to the Landlord of any complaint or any notice whatsoever received from any statutory or public authority;
- (g) not without the Landlord's prior written consent (which need not be given) to install operate or allow at the Property any Amusement or Vending Machine;
- (h) to keep the Property illuminated in accordance with usual practice within the licensed house trade or in accordance with any reasonable directions of the Landlord;
- (i) not to change the name of the Property or the telephone numbers serving the Property or act in any way that may serve to reduce the residual goodwill in the Property;
- (j) the Tenant shall permit the Landlord and/or all those authorised by the Landlord to install at the Property such equipment for the keeping raising and dispense of beers and other drinks or in connection therewith as they require and this shall include without limitation fluid-flow monitoring equipment (which may include the installation of a telephone line) and not to interfere with or bypass any such equipment together with the right to draw upon the electricity supply at the Property;
- (k) to give the Landlord access to such part of the Property where Specified Beers are kept and to permit the Landlord to take samples of any Specified Beers (the Landlord paying usual retail prices for such samples).

5.2 Protection of Trade Licences

- (a) Not to transfer or surrender or attempt to do so or allow to lapse any of the Trade Licences nor take any steps to have the Trade Licences removed to any other premises.
- (b) Not to do or suffer to be done on the Property or elsewhere nor omit or suffer to be omitted any act whereby the Tenant shall render itself liable to conviction before a Court of any offence relating to the Property or its use (including any matter relating to the sale supply display storage or handling of any products or in about the Property) or whereby any Trade Licence may be breached or be liable to revocation or suspension by the Relevant Licensing Authority (as defined by the Licensing Act) pursuant to a review of any Trade Licence or otherwise to give immediate notice to the Landlord of any complaint or warning from the Licensing Justices Police Customs & Excise or any Relevant Licensing Authority or other authority in respect of the Property.
- (c) To observe and perform any undertakings given to or regulations made by the Licensing Justices or Relevant Licensing Authority for the purposes of the Trade Licences or any conditions imposed (or operating schedule contained in) in the Trade

Licences and not to give any further undertakings or accept or volunteer any conditions relating to the Property or Trade Licences.

- (d) all times to conduct business on the Property in an orderly manner so that the renewal of the Trade Licences may not be refused or the removal or transfer of them prejudiced or endangered.
- (e) To apply in accordance with the provisions of the Licensing Act and in the manner prescribed by the Licensing Act for both:
 - (i) A Premises Licence in the name of the Tenant which there is nominated a Designated Premises Supervisor; and
 - (ii) A Personal Licence.
- (f) To ensure that each application for both the Premises Licence and the Personal Licence is submitted to and approved by the Landlord prior to its submission to the Relevant Licensing Authority.
- (g) To keep the Landlord informed at all times of the progress of the Tenant's application for each of a Premises Licence and a Personal Licence and to comply with representations and requirements of the Landlord in connection with each such application.
- (h) To provide a copy to the Landlord of the Personal Licence and the Premises Licence (including the operating schedule) confirming the identity of the Designated Premises Supervisor.
- (i) To procure that the Designated Premises Supervisor holds the Personal Licence at all times.
- (j) Not to make any application to the Relevant Licensing Authority for any variation to the Premises Licence without obtaining the prior written consent of the Landlord.
- (k) If required at any time by the Landlord the Tenant shall make an application for and pursue a variation of the Premises Licence in such form and manner as the Landlord shall require.
- (l) Not to attempt to surrender or cancel either the Premises Licence or the Personal Licence at any time without obtaining the prior written consent of the Landlord.
- (m) If the Tenant receives a notice from the Relevant Licensing Authority at any time or times indicating that the Relevant Licensing Authority wishes to review the terms of the Premises Licence and/or the operating schedule the Tenant will immediately notify the Landlord in writing and shall comply with such requirements and recommendations as the Landlord shall determine.
- (n) Not to change the identity of the Designated Premises Supervisor without obtaining the prior written consent of the Landlord.
- (o) To notify the Landlord on each occasion the Tenant makes any application to the Relevant Licensing Authority for a temporary event and to keep the Landlord informed of the outcome of each and every such application.

- (p) At the expiration or sooner termination of this Lease:
- (i) To provide all necessary consents (including any required from the Designated Premises Supervisor) to enable the Trade Licences to be transferred to the Landlord or its nominee (as the case may be) with immediate effect so far as it is possible in the manner prescribed by the Licensing Act; or
 - (ii) Whilst the Licensing Act 1964 remains in force to transfer the Trade Licences held by the Tenant to the Landlord or its nominee or nominees it being agreed that the Trade Licences if not so transferred shall be considered as lost or wilfully withheld by the holder so that the Licensing Justices may receive a copy of them under section 36 Licensing Act 1964) and to attend when required by the Landlord before the Licensing Justices and to sign all necessary notices and to do all other acts and things which may be required when this agreement ends to transfer the Trade Licences to the Landlord or its nominee or nominees which may be necessary to obtain for the succeeding tenant of the Property a protection order under sections 10 and 11 of the Licensing Act 1964 and subsequent full transfer of the Trade Licences.
- (q) In case the Tenant shall refuse or neglect to assign transfer or remove the Trade Licences as required it shall be lawful for the Landlord and the Landlord is hereby irrevocably empowered by the Tenant to do all things necessary to effect such renewal or transfer or removal to sign any notice of renewal or transfer or removal of any of the Trade Licences for and on behalf and in the name of the Tenant to appear before the Licensing Justices (if appropriate) either personally or by its solicitors or agents to apply for such renewal or removal and to consent as the agent of the Tenant to a transfer being made to a new tenant of the Property or to the Landlord's nominee.

5.3 Purchases

- (a) to observe and comply with the Tenant's purchasing obligations in the Schedule;
- (b) to pay the Landlord for all goods supplied to the Tenant (whether or not the supply is made pursuant to the terms of the Schedule) in accordance with the Landlord's terms for payment at the price specified in the Landlord's Current Price List it being agreed that in the event of goods being ordered directly from a Nominated Supplier payment shall be to the Landlord or the Nominated Supplier as the Landlord may direct and any payment made after the due date shall accrue interest it being agreed that all sums so due shall be recoverable as rent in arrears.

5.4 Liquidated Damages

Where the circumstances arise to pay to the Landlord Liquidated Damages which shall be recoverable as rent arrears.

5.5 Alterations

The Tenant shall not make any alterations or additions to the Property nor alter add to or change the height elevation or external architectural design or appearance of the Property or the existing signboard.

5.6 Nuisance etc

- (a) Not to do or permit at the Property anything which may be or become a riotous assembly a nuisance or annoyance or danger or in any other way offensive in the reasonable opinion of the Landlord;
- (b) Not to use the Property for any illegal or immoral purpose.

5.7 Easements and Encroachments

- (a) not to permit any trespass or any encroachment over any part of the Property nor permit any market or street trading or any stall or barrow caravan or mobile home to stand on the Property;
- (b) not to permit the acquisition of any new rights or easements over any part of the Property;
- (c) to do all things as may be reasonably required by the Landlord to prevent any of the matters referred to in this clause.

5.8 Planning Permission

Not to apply for any planning permission relating to the Property.

6 Tenant's Covenants (Repair etc)

The Tenant covenants with the Landlord:

6.1 Repair and Decoration

- (a) to keep and maintain the interior of the Property in a reasonable state of repair and in a good and tidy condition;
- (b) to keep the Property clean tidy and free of weeds and (subject to the requirement of any statute to the contrary) to trim all hedges trees and shrubs;
- (c) to keep all pipes running water gutters down pipes gullies and drains sanitary apparatus and all foul drains clear of obstruction and in good working order and where applicable to arrange for septic tank drainage to be emptied and ditches cleared as necessary;
- (d) to keep all equipment and in particular but without prejudice to the generality thereof all fire fighting warning and detection equipment emergency lighting equipment heating and cooling equipment cellar hoists and other cellar equipment extractor systems in proper repair and properly maintained and upon request to provide written proof of proper servicing inspection and certification of such equipment;
- (e) to renew all cracked or broken glass including plate glass;
- (f) in the event of the Property or any parts thereof being destroyed or damaged by any risk insured against by the Landlord and payment of any insurance monies being refused by virtue of any act omission or default of the Tenant then immediately to rebuild and re-instate at the Tenant's expense the Property or part of it so destroyed or damaged under the supervision of and to the reasonable satisfaction of the

Landlord the Tenant being allowed towards the expense of so doing the amount of insurance monies (if any) actually received by the Landlord (other than loss of rent).

6.2 Tenant's Inventory

- (a) The Tenant will at his own expense provide and keep such trade fixtures and fittings furniture and effects as are necessary or appropriate for operating the business of a public house on the Property and as are of a type quantity and design which are in accord with the Landlord's service and quality standards and sound and saleable stock (the "Tenant's Inventory") and will repair or replace damaged worn or obsolete items whenever reasonably required by the Landlord to do so and will not charge or dispose of any part or parts of the Tenant's Inventory without the prior written consent of the Landlord;
- (b) If appropriate the Landlord shall require the Tenant on the Term Commencement Date to purchase the outgoing tenant's inventory at a price to be agreed between the parties or in default of agreement at a valuation to be made in the manner usual in the trade as between an incoming and outgoing tenant;
- (c) The Landlord shall be entitled at any time whether during or at the expiry or sooner determination of the Term to purchase such of the Tenant's Inventory as the Landlord shall select and offset its value against any monies owing to the Landlord or to any other person or Landlord by the Tenant in either case at its value determined as in Clause 6.2(b) above the Tenant hereby agreeing to leave the Tenant's Inventory upon the Property (unless or until required by the Landlord to remove the same);
- (d) At the expiration or prior determination of this Agreement the Tenant will sell the Tenant's Inventory to the succeeding tenant at its said value except insofar as the Landlord shall have already elected to purchase the Tenant's Inventory under Clause 6.2(c) above;
- (e) The property in the items of the Tenant's Inventory selected by the Landlord shall pass to the Landlord immediately upon the Landlord giving notice to the Tenant of its intention to exercise its option contained in Clause 6.2(c) and they shall remain at the Tenant's risk until such time as the Tenant delivers the same into the possession of the Landlord upon quitting the Property.

6.3 Access for Third Parties

To allow anyone who reasonably needs access in order to inspect repair or clean neighbouring premises to enter the Property at any reasonable time provided that such person requiring access gives reasonable notice and causes minimal inconvenience and makes good any damage to the Property.

7 Tenant's Covenants (Insurance)

The Tenant covenants with the Landlord:

7.1 Not to vitiate insurance

Not to act in a way which will or may result in the insurance of the Property being void or voidable or in the premium for it being increased nor to allow anyone else to do so.

The Harp Inn, Walsall Street, Wolverhampton

Outside area and Customer Dispersal Policy for managers, staff and security

Outdoor smoking area

Patrons smoking in external areas such as the pavement outside the premises can cause nuisance to nearby residents even if they are not behaving in a rowdy manner, these people can also block pedestrians. Nuisance can also be caused by patrons talking and laughing, particularly during periods of warmer weather when residents may have their windows open, and at quieter times of the evening when ambient noise levels have dropped.

Therefore the designated smoking area shall be located at the side/rear of the premises, and not at the front of the premises. The smoking area is to be monitored regularly by the premises licence holder/DPS or a nominated member of staff to minimise disruption and to prevent public nuisance.

At the end of the evening the area surrounding the premises will be thoroughly cleaned of any cigarette butts and other litter.

Dispersal Policy

On a nightly basis, the premises licence holder/DPS or nominated member of staff shall evaluate the issue of customers waiting for transport outside the premises, or congregating there, and implement a policy that will minimise any noise disturbance to neighbours.

Patrons will be asked to disperse and to leave the area quietly.

The final 30 minutes of an evening, allows customers to compose themselves, think about & plan their journey home. If customers enquire as to transport or taxi information, this information will be made available at the bar.

On any occasion Door Supervisors are engaged at the premises they shall remain on site until all customers have been cleared from the premises and dispersed from the surroundings.

Any noise complaints from neighbours will be evaluated immediately by the premises licence holder, DPS or nominated member of staff. The contact details of the premises licence holder/DPS will be made available to all local residents. Staff will be instructed to respond to the neighbour's complaints (if any) in a respectful and helpful manner and deal with the concerns raised.

The following measures will be in place on any given night:

- i. The premises licence holder/DPS or nominated member of staff will ensure that no customers leave the premises with their drinks. No drinks are permitted at the front of the premises at any time.
- ii. The premises licence holder/DPS will maintain a list of taxi operators and will make this available to customers.
- iii. A period of 30 minutes drinking up time is in place so that customers leave The Harp over a period of time. This should minimise congregation outside the Premises.

iv. Appropriate signage will be placed at all exit doors asking customers to respect the rights of neighbours.

v. There shall be a strong management and staff presence in the customer area during closing time period to ensure all customers leave quietly.

iv. If customers congregate outside the Premises at closing time on any given night, the premises licence holder/DPS or nominated member of staff or Door Supervisor shall facilitate the dispersal of these customers to minimise noise and eliminate flash points.

The Harp Inn, Walsall Street, Wolverhampton

Drugs Policy

The Harp Inn operates a 'zero tolerance to drugs' policy, to be upheld by all staff and SIA security representatives.

Anyone found in possession of drugs or suspected of intent to supply will be reported to the police.

All incidents are to be recorded in the incident log maintained at the premises and brought to the immediate attention of the premises licence holder/DPS.

The emergencies services will be called to assist anyone deemed to be under the influence of drugs, and in need of welfare.

Heath Thomas

From: Heath Thomas
Sent: 08 November 2018 17:16
To: [REDACTED]
Subject: The Harp Walsall Street, Wolverhampton

Dear Councillor Muston,

I write following our meeting at the Civic Centre on the 17th October, during which we discussed my client's application for the grant of a premises licence for The Harp Inn, Walsall Street, Wolverhampton.

I understand that you are representing local residents who have lodged representations against the grant of the licence.

During our meeting, I confirmed to you that following discussions with representatives from West Midlands Police, the Licensing Authority and Environmental Health, the application is to be amended and conditions imposed in the licence as follows:-

- a) The terminal hour sought for the provision of licensable activities has been reduced as follows:
 - i. Sunday to Wednesday 11:00 to 00:00
 - ii. Thursday to Saturday 11:00 to 01:00The premises to be closed to members of the public 30 minutes thereafter.
- b) The following licensable activities are to be formally removed from the application
 - i. Provision of performances of dance
 - ii. Off-sales
- c) No bottles are to be removed from the premises.
- d) Noise and vibration shall not emanate from the premises so as to cause a nuisance to nearby residents.
- e) A noise limiter is to be installed in the premises and set in agreement with Wolverhampton City Council Environmental Health Department.
- f) Doors and windows are to remain closed during any regulated entertainment held at the premises.
- g) Signs are to be erected at all entrances to the premises reminding customers of the need to park sensibly and to respect the needs of local residents.
- h) Signs are to be erected at all exits to the premises to remind customers to respect the needs of local residents and to leave the area quietly.
- i) Prior to opening for trade, the premises licence holder will have in place policies for the following:-
 - i. Dispersal policy
 - ii. Drugs policy
 - iii. Dress code
- j) The following persons shall take no part in the management or operation of the premises or the provision of any licensable activity:
 - i. Orville Hines
 - ii. Garnett McClean
 - iii. Isaac Green
 - iv. Afiya Dalila
 - v. Asata Dalila
- k) CCTV shall be installed and maintained at the premises, camera positions to be agreed with West Midlands Police.

- i) The premises shall operate a Challenge 25 proof of age scheme and all staff are to be trained accordingly. Only recognised forms of photographic identity will be accepted.

The mandatory conditions will also apply to any licence granted.

Angela Bent is a mature applicant, with experience of operating licensed premises in the city. She is fully aware of the concerns expressed by local residents and has addressed these as set out above. She is in no way connected to the former premises licence holder, neither has she previously taken any part in the operation or management of the premises. She is of previous good character, and has no convictions, cautions or intervention in any premises she has previously operated. As discussed, she would very much wish to meet with the residents to discuss her proposed operation of The Harp, and to allay the concerns they hold. Moving forward, she is content to provide you and the residents with her contact details so that they may contact her direct to address any concerns that might arise in future. Please can you discuss this with the residents if you have not already done so. I suggest that this is an informal meeting, perhaps over tea/coffee at the premises. If agreed, please can you suggest a suitable day and time.

You have asked me the following questions to which I respond as follows:-

1. How do you intend to stop the old clientele from attending at the Harp?

Angela has made, and will be making, several provisions to ensure that she does not attract the former clientele, some of which are detailed below. She has instructed me to convey to you that, rest assured, this will be an ongoing pursuit for her. Her research has found that the former clientele attended late at night/early morning. Angela has amended her trading hours and will not open beyond the hours stated above. This positive change would remove the risk of noise and disturbances to residents in the early hours.

2. The residents felt threatened by the former clientele. How would you prevent that in the future?

In addition to the revised opening hours, Angela is committed to working with her staff, local residents, and West Midlands Police to identify any individuals that exhibit unsocial behaviour and exclude them from the premises.

3. Whether Angela Bent is related to Orville Hines.

I confirm that Angela is not related to Orville Hines, nor a former partner of his.

4. What influence will Orville Hines bring to the running of the Harp?

Orville Hines will have no part in running the premises whatsoever (please see the proposed condition above). This is Angela's sole enterprise and the decisions relating to the operation of the premises will be hers alone.

5. It is believed that the former landlady is still living at the premises.

I am instructed that the property is vacant. The former tenants were evicted. The former landlady is not living at the premises.

I trust this resolves your queries. I look forward to hearing from you regarding a meeting with the residents.

Yours sincerely

Heath Thomas

Heath Thomas

Partner
Head of Licensing & Regulatory Team & Wye Valley Office
For and on behalf of Harrison Clark Rickerbys Limited

Tel: 01905 744 812 | Mob: 07966 492 929
Fax: 01905 744 899 | hthomas@hcrlaw.com

Harrison Clark Rickerbys Limited, 5 Deansway, Worcester
Worcestershire, WR1 2JG, United Kingdom

www.hcrlaw.com [LinkedIn](#) [Twitter](#) [Facebook](#)

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Heath Thomas

From: Microsoft Outlook
To: [REDACTED]
Sent: 08 November 2018 17:16
Subject: Relayed: The Harp Walsall Street, Wolverhampton

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

[REDACTED]
Subject: The Harp Walsall Street, Wolverhampton

Heath Thomas

From: Councillor Anwen Muston [REDACTED]
Sent: 08 November 2018 17:30
To: Heath Thomas
Subject: Read: The Harp Walsall Street, Wolverhampton
Attachments: Read: The Harp Walsall Street, Wolverhampton

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O Hines Ltd
135 Wellington road
Dudley
West Midlands
DY1 1ua

Theresa Hansel
Mississauga Pub
Walsall Street
Wolverhampton
West Midlands
WV1 3lp

16th April 2018

Re the Mississauga Pub beach of license conditions

As you are aware Bond Street Tavern has closed due a knife incident therefore I strongly advise you to make sure that your have the correct amount of security and that your clientele are searched at the door. I would also ask that you adhere to the conditions of your license . Any breach of your license will mean a termination of your tenancy .

Regards O Hines

O Hines Ltd
135 Wellington road
Dudley
West Midlands
DY1 1ua

Mr Isaac Green
Mississauga Pub
Walsall Street
Wolverhampton
West Midlands
WV1 3lp

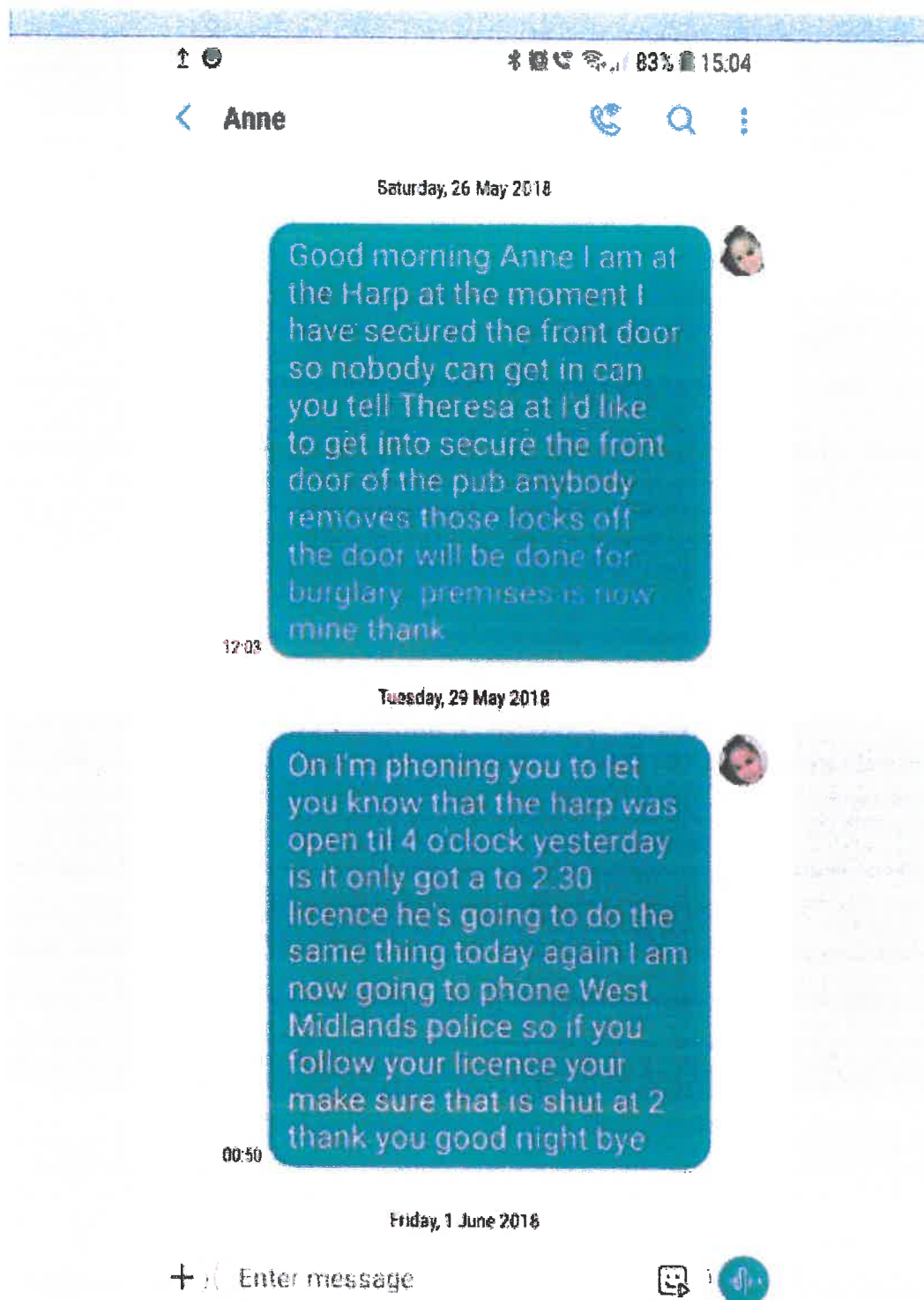
7th May 2018

Re the Mississauga Pub

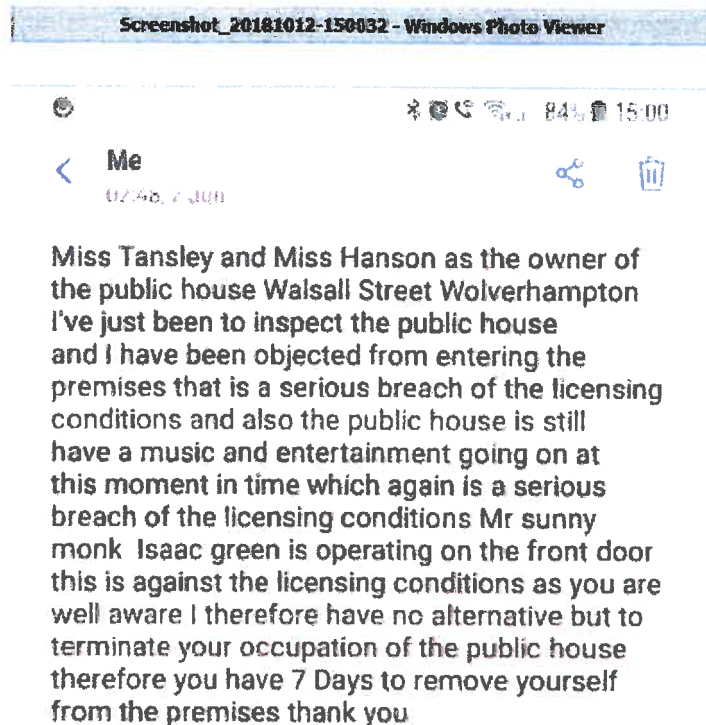
As per conversation today I have no alternative but request you leave the premises by the end of the month..

Regards O Hines

Screenshot dated 26th & 29th May 2018 of mobile telephone text, Orville Hines (Landlord) to former premises licence holder:



Screenshot dated 2nd June 2018 of mobile telephone text, Orville Hines (Landlord) to former premises licence holder and DPS:



O Hines Ltd
135 Wellington road
Dudley
West Midlands
DY1 1ua

Isaac Green
Mississauga Pub
Walsall Street
Wolverhampton
West Midlands
WV1 3lp

2nd june 2018

Re the Mississauga Pub beach of license conditions

On 7th May 2018 I gave you notice and your leaving date was the 31st may 2018.
since then all you have done is break more lisencing conditions. You have 7 days
from the date of this letter to remove anything you own in the public house.

Regards O Hines

Heath Thomas

From: M [redacted] A [redacted] <[redacted]>
Sent: 12 July 2018 14:09
To: [redacted]
Subject: Our client: Orville Hines
Attachments: Scan_20180712.png; Scan_20180712 (2).png; Scan_20180702.png; 20180712124522066.pdf

Dear Sirs

We write further to our telephone discussions with your G [redacted] G [redacted]. We attach the Authority to Effect Forfeiture form which you had kindly forwarded to us previously. This form has now been completed by ourselves and our client, and we return it to you in order to proceed with the forfeiture in this case.

We thought it would assist if we sent you a copy of the Lease itself under which the forfeiture is being completed. A scanned copy of the Lease is attached.

There are a couple of points that we wish to bring to your attention. Whilst the Lease in terms of tenant is under the name of Garnett McLean, the actual occupants of the public house in question are Isaac Green and Anne Tansey. We are instructed that they occupy the public house with the permission and consent Garnett McLean and pursuant to the terms of the Lease.

Forfeiture in this case is being undertaken on account of rental arrears. We attach a handwritten rent statement provided to us by our client which demonstrates that there is a balance presently outstanding of £5,490.




Our client, Mr Orville Hines, wishes to be present at the time of the forfeiture being undertaken in order to offer his knowledge of the site and the tenants to your enforcement agent. Our client has some specific guidance in respect of timings for the forfeiture to take place and further additional information which will be of assistance to the enforcement agent. We have suggested that it would be probably best if you liaise with him direct in relation to setting a time for the forfeiture to be undertaken. Mr Hines can be contacted on his mobile number which is [redacted]

If you have any queries regarding the above please do not hesitate to contact us.

Yours faithfully

[redacted] M [redacted] B [redacted]

[redacted]

  [redacted] 

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Heath Thomas

From: orville hines <[REDACTED]>
Sent: 12 October 2018 14:34
To: Heath Thomas
Subject: FW: 24 Hour Bailiffs
Attachments: Letter to None Matter Party_2.docx; Our client: Orville Hines

From: M [REDACTED] A [REDACTED] <[REDACTED]>
Sent: 12 July 2018 13:10
To: [REDACTED]
Subject: 24 Hour Bailiffs

Dear Orville

Further to our telephone conversation earlier today, I attach a copy of the email I have sent through to the bailiffs.

You will see I have suggested that they liaise with you with respect to setting a date and time for the forfeiture to take place. If you have a discussion with them please drop me a line and let me know when the forfeiture will be taking place so I can make a note of it on my file.

I just wanted to let you know that I will be out of the office all day tomorrow at Court so I will not be contactable. If you would like to have a chat with me I will be available on Monday.

Yours sincerely

M [REDACTED] A [REDACTED]

[REDACTED]

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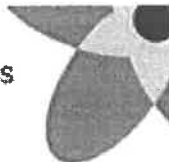
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