

CITY OF
WOLVERHAMPTON
COUNCIL

Statutory Licensing Sub-Committee

14 May 2019

Time 10.00 am **Public Meeting?** YES **Type of meeting** Regulatory

Venue Committee Room 5, Ground Floor, Civic Centre

Membership

Chair Cllr Alan Bolshaw (Lab)

Labour

Cllr Zee Russell
Cllr Rita Potter

Quorum for this meeting is two Councillors.

Information for the Public

If you have any queries about this meeting, please contact the Democratic Services team:

Contact Donna Cope, Democratic Services Officer
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Wolverhampton WV1 1RL

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Some items are discussed in private because of their confidential or commercial nature. These reports are not available to the public.

Agenda

Part 1 – items open to the press and public

<i>Item No.</i>	<i>Title</i>
1	Declarations of interest
2	Apologies for absence
3	Licensing Act 2003 – Application for a Premises Licence in respect of The Harp, Walsall Street, Wolverhampton, WV1 3LP (Pages 3 - 116)

NB. PLEASE NOTE THAT PRESS AND PUBLIC WILL BE EXCLUDED FOR THE DISCUSSION OF APPENDIX 4A - EXEMPT POLICE REPRESENTATION AND APPENDIX 9 – EXEMPT ADDITIONAL APPLICANT INFORMATION UNDER PARAGRAPH 1 OF SCHEDULE 12A OF THE LOCAL GOVERNMENT ACT 1972, AS IT CONTAINS INFORMATION RELATING TO AN INDIVIDUAL.

CITY OF
WOLVERHAMPTON
COUNCIL

Statutory Licensing Sub-Committee

14 May 2019

Report title	Licensing Act 2003 – Application for a Premises Licence in respect of The Harp, Walsall Street, Wolverhampton, WV1 3LP	
Wards affected	East Park	
Accountable director	Ross Cook, City Environment	
Originating service	Licensing Services	
Accountable employee(s)	Michelle James	Licensing Policy Manager
	Tel	01902 556796
	Email	Michelle.james@wolverhampton.gov.uk

Recommendation for decision:

To submit for consideration by the Licensing Sub-Committee an application for a new premises licence.

1.0 Purpose

1.1 To submit for consideration by the Licensing Sub-Committee an application for a new premises licence.

2.0 Background

2.1 The application was received on 25 January 2019 from O. Hines Limited for a premises licence in respect of The Harp, Walsall Street, Wolverhampton, West Midlands, WV1 3LP. A copy of the application is attached at Appendix 1.

2.2 The premises are in East Park ward and a location plan is attached at Appendix 2.

2.3 The application is in respect of the sale of alcohol on the premises, provision of late-night refreshment and playing of recorded music at the premises.

2.4 It is the understanding of the licensing authority that the application for this premises licence has been properly made. The statutory requirement to give notice of the application has also been complied with.

2.5 All responsible authorities have been consulted on this application.

2.6 Relevant representations have been received from the following Responsible Authorities:

- West Midlands Fire Service
- West Midlands Police
- Environmental Health
- Licensing Authority

2.7 Copies of the representations can be found at Appendices 3, 4, 5 and 6.

2.8 Appendix 4a contains representations from West Midlands Police and is exempt under Paragraph 1 of Schedule 12A of the Local Government Act 1972, as it contains information relating to an individual.

2.9 West Midlands Police have submitted additional information, attached as Appendix 4b.

2.10 The applicant has provided a voluntary undertaking as attached at Appendix 7. As a result of the voluntary undertaking West Midlands Fire Service have withdrawn their representation, attached as Appendix 8.

2.11 The applicant and all those who have submitted relevant representations have been invited to attend the hearing.

2.12 The solicitor for the applicant has submitted additional information, attached as Appendix 9 and is exempt under Paragraph 1 of Schedule 12A of the Local Government Act 1972, as it contains information relating to an individual.

2.13 A statutory Licensing Sub-Committee hearing was held on 21 March 2019 to determine the application. The solicitor for the applicant and West Midlands Police requested that

the hearing be adjourned. All parties confirmed they had no objection to the request and the Sub-Committee agreed to adjourn the hearing until 17 April 2019. A copy of the Sub-Committee draft minutes can be found at Appendix 10.

- 2.14 A further statutory Licensing Sub-Committee hearing was held on 17 April 2019 to determine the application. West Midlands Police requested that the hearing be adjourned. The Sub-Committee agreed to adjourn the hearing until 14 May 2019. A copy of the Sub-Committee draft minutes can be found at Appendix 11.

3.0 Financial implications

- 3.1 There are no direct financial implications associated with the recommendations in this report. The fee for this application is £190.00 and is non-refundable. The fees and charges in relation to the Licensing Act 2003 are set by the Secretary of State. This was noted by the Licensing Committee on 24 January 2018. [MK/26022019/H]

4.0 Legal implications

- 4.1 Part 4(1) of the Licensing Act 2003 states that a Licensing Authority must carry out its function under the Act with a view to promoting the Licensing Objectives, namely:-

- (a) The prevention of crime and disorder;
- (b) Public safety;
- (c) The prevention of public nuisance;
- (d) The protection of children from harm.

Section 18 of the Licensing Act 2003 provides that where a relevant licensing authority receives an application for a premises licence properly made in accordance with section 17 of the Act it must grant the licence, subject to any relevant conditions. However, where relevant representations are made the authority must hold a hearing (unless all parties agree this is unnecessary) and having regard to the representations, take such of the following steps as it considers appropriate for the promotion of the licensing objectives.

The steps are:

- 1. to grant the licence subject to condition
- 2. to exclude from the scope of the licence any of the licensable activities to which the application relates
- 3. to refuse to specify a person as a premises supervisor
- 4. to reject the application

- 4.2 The general duties imposed on Licensing Authorities means proper consideration must be given to the Licensing Objectives when determining a premises licence application.

4.3 Regard shall be had to guidance issued by the Secretary of State under Section 182 and City of Wolverhampton Council's Licensing Policy statement. [SH/27022019/X]

5.0 Equalities implications

5.1 This report has human rights implications for both the premises licence holder and the residents from the local neighbourhood. Any of the steps outlined in Section 4 of this report may have financial implications for a licensee's business and livelihood and/or may have impact upon the day to day lives of residents living in close proximity to the premises.

5.2 Article 8(i) of the European Convention of Human Rights provides that everyone has the right to respect for his/her private and family life and his/her home (which includes business premises). This right may be interfered with by the Council on a number of grounds including the protection of rights and freedoms of others. The First Protocol – Article 1 – also provides that every person is entitled to the peaceful enjoyment of his possessions and shall not be deprived of his possessions except in the public interest and conditions provided for by law. Members must accordingly make a decision which is proportionate to the hearing and endeavour to find a balance between the rights of the applicant, residents and the community as a whole.

6.0 Environmental implications

6.1 This report has environmental implications in that there is a potential for disturbance caused by patrons using the premises and nuisance caused by litter and waste originating from the premises.

7.0 Human resources implications

7.1 There are no human resource implications in relation to this report.

8.0 Corporate landlord implications

8.1 There are no corporate landlord implications in relation to this report.

9.0 Schedule of background papers

9.1 None

10.0 Appendices

10.1 Appendix 1 – Application

Appendix 2 – Location Plan

Appendix 3 – Fire Representation

Appendix 4 – Police Representation

Appendix 4a – Exempt Police Representation

Appendix 4b - West Midlands Police Additional Information

Appendix 5 – Environmental Health Representation

Appendix 6 – Licensing Authority Representation

Appendix 7 – Voluntary undertaking

Appendix 8 – Fire Representation Withdrawn

Appendix 9 – Exempt Additional Applicant Information

Appendix 10 – Minutes 21 March 2019

Appendix 11 - Minutes 17 April 2019

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Wolverhampton
Application for a premises licence
Licensing Act 2003

For help contact
city.direct@wolverhampton.gov.uk
 Telephone: 01902 551155

* required information

Section 1 of 21

You can save the form at any time and resume it later. You do not need to be logged in when you resume.

System reference

Not Currently In Use

This is the unique reference for this application generated by the system.

Your reference

The Harp

You can put what you want here to help you track applications if you make lots of them. It is passed to the authority.

Are you an agent acting on behalf of the applicant?

Yes No

Put "no" if you are applying on your own behalf or on behalf of a business you own or work for.

Applicant Details

* First name

Orville

* Family name

Hines

* E-mail

[REDACTED]

Main telephone number

[REDACTED]

Include country code.

Other telephone number

[REDACTED]

Indicate here if you would prefer not to be contacted by telephone

Are you:

- Applying as a business or organisation, including as a sole trader
 Applying as an individual

A sole trader is a business owned by one person without any special legal structure. Applying as an individual means you are applying so you can be employed, or for some other personal reason, such as following a hobby.

Applicant Business

Is your business registered in the UK with Companies House?

Yes No

Note: completing the Applicant Business section is optional in this form.

Registration number

07183023

Business name

O Hines Ltd

If your business is registered, use its registered name.

VAT number

- [REDACTED]

Put "none" if you are not registered for VAT.

Legal status

Private Limited Company

Continued from previous page...

Your position in the business

Home country

The country where the headquarters of your business is located.

Registered Address

Address registered with Companies House.

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

Section 2 of 21

PREMISES DETAILS

I/we, as named in section 1, apply for a premises licence under section 17 of the Licensing Act 2003 for the premises described in section 2 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.

Premises Address

Are you able to provide a postal address, OS map reference or description of the premises?

- Address OS map reference Description

Postal Address Of Premises

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

Further Details

Telephone number

Non-domestic rateable value of premises (£)

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APPLICATION DETAILS

In what capacity are you applying for the premises licence?

- An individual or individuals
- A limited company / limited liability partnership
- A partnership (other than limited liability)
- An unincorporated association
- Other (for example a statutory corporation)
- A recognised club
- A charity
- The proprietor of an educational establishment
- A health service body
- A person who is registered under part 2 of the Care Standards Act 2000 (c14) in respect of an independent hospital in Wales
- A person who is registered under Chapter 2 of Part 1 of the Health and Social Care Act 2008 in respect of the carrying on of a regulated activity (within the meaning of that Part) in an independent hospital in England
- The chief officer of police of a police force in England and Wales

Confirm The Following

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

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NON INDIVIDUAL APPLICANTS

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

Non Individual Applicant's Name

Name

Details

Registered number (where applicable)

Description of applicant (for example partnership, company, unincorporated association etc)

Continued from previous page...

Ltd company

Address

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

Contact Details

E-mail

Telephone number

Other telephone number

* Date of birth
dd mm yyyy

* Nationality [Documents that demonstrate entitlement to work in the UK](#)

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OPERATING SCHEDULE

When do you want the premises licence to start? / /
dd mm yyyy

If you wish the licence to be valid only for a limited period, when do you want it to end / /
dd mm yyyy

Provide a general description of the premises

For example the type of premises, its general situation and layout and any other information which could be relevant to the licensing objectives. Where your application includes off-supplies of alcohol and you intend to provide a place for consumption of these off- supplies you must include a description of where the place will be and its proximity to the premises.

Public House

Continued from previous page...

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

Section 6 of 21

PROVISION OF PLAYS

[See guidance on regulated entertainment](#)

Will you be providing plays?

- Yes No

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PROVISION OF FILMS

[See guidance on regulated entertainment](#)

Will you be providing films?

- Yes No

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PROVISION OF INDOOR SPORTING EVENTS

[See guidance on regulated entertainment](#)

Will you be providing indoor sporting events?

- Yes No

Section 9 of 21

PROVISION OF BOXING OR WRESTLING ENTERTAINMENTS

[See guidance on regulated entertainment](#)

Will you be providing boxing or wrestling entertainments?

- Yes No

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PROVISION OF LIVE MUSIC

[See guidance on regulated entertainment](#)

Will you be providing live music?

- Yes No

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PROVISION OF RECORDED MUSIC

[See guidance on regulated entertainment](#)

Will you be providing recorded music?

- Yes No

Standard Days And Timings

Continued from previous page...

MONDAY

Start

End

Start

End

Give timings in 24 hour clock.
(e.g., 16:00) and only give details for the days
of the week when you intend the premises
to be used for the activity.

TUESDAY

Start

End

Start

End

WEDNESDAY

Start

End

Start

End

THURSDAY

Start

End

Start

End

FRIDAY

Start

End

Start

End

SATURDAY

Start

End

Start

End

SUNDAY

Start

End

Start

End

Will the playing of recorded music take place indoors or outdoors or both?

- Indoors Outdoors Both

Where taking place in a building or other
structure tick as appropriate. Indoors may
include a tent.

State type of activity to be authorised, if not already stated, and give relevant further details, for example (but not
exclusively) whether or not music will be amplified or unamplified.

amplified music

State any seasonal variations for playing recorded music

For example (but not exclusively) where the activity will occur on additional days during the summer months.

Christmas Eve ,New years eve and bank holidays

Continued from previous page...

Non-standard timings. Where the premises will be used for the playing of recorded music at different times from those listed in the column on the left, list below

For example (but not exclusively), where you wish the activity to go on longer on a particular day e.g. Christmas Eve.

Christmas Eve ,New years eve and bank holidays

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PROVISION OF PERFORMANCES OF DANCE

[See guidance on regulated entertainment](#)

Will you be providing performances of dance?

- Yes No

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PROVISION OF ANYTHING OF A SIMILAR DESCRIPTION TO LIVE MUSIC, RECORDED MUSIC OR PERFORMANCES OF DANCE

[See guidance on regulated entertainment](#)

Will you be providing anything similar to live music, recorded music or performances of dance?

- Yes No

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LATE NIGHT REFRESHMENT

Will you be providing late night refreshment?

- Yes No

Standard Days And Timings

MONDAY

Start

End

Start

End

TUESDAY

Start

End

Start

End

WEDNESDAY

Start

End

Start

End

THURSDAY

Start

End

Start

End

Give timings in 24 hour clock. (e.g., 16:00) and only give details for the days of the week when you intend the premises to be used for the activity.

Continued from previous page...

FRIDAY

Start	<input type="text" value="11:00"/>	End	<input type="text" value="01:00"/>
Start	<input type="text"/>	End	<input type="text"/>

SATURDAY

Start	<input type="text" value="11:00"/>	End	<input type="text" value="01:00"/>
Start	<input type="text"/>	End	<input type="text"/>

SUNDAY

Start	<input type="text" value="11:00"/>	End	<input type="text" value="01:00"/>
Start	<input type="text"/>	End	<input type="text"/>

Will the provision of late night refreshment take place indoors or outdoors or both?

- Indoors Outdoors Both

Where taking place in a building or other structure tick as appropriate. Indoors may include a tent.

State type of activity to be authorised, if not already stated, and give relevant further details, for example (but not exclusively) whether or not music will be amplified or unamplified.

State any seasonal variations

For example (but not exclusively) where the activity will occur on additional days during the summer months.

Christmas Eve ,New years eve and bank holidays

Non-standard timings. Where the premises will be used for the supply of late night refreshments at different times from those listed in the column on the left, list below

For example (but not exclusively), where you wish the activity to go on longer on a particular day e.g. Christmas Eve.

Christmas Eve ,New years eve and bank holidays

Section 15 of 21

SUPPLY OF ALCOHOL

Will you be selling or supplying alcohol?

- Yes No

Continued from previous page...

Standard Days And Timings

MONDAY

Start

End

Start

End

Give timings in 24 hour clock.
(e.g., 16:00) and only give details for the days
of the week when you intend the premises
to be used for the activity.

TUESDAY

Start

End

Start

End

WEDNESDAY

Start

End

Start

End

THURSDAY

Start

End

Start

End

FRIDAY

Start

End

Start

End

SATURDAY

Start

End

Start

End

SUNDAY

Start

End

Start

End

Will the sale of alcohol be for consumption:

- On the premises Off the premises Both

If the sale of alcohol is for consumption on
the premises select on, if the sale of alcohol
is for consumption away from the premises
select off. If the sale of alcohol is for
consumption on the premises and away
from the premises select both.

State any seasonal variations

For example (but not exclusively) where the activity will occur on additional days during the summer months.

Christmas Eve ,New years eve and bank holidays

Continued from previous page...

Non-standard timings. Where the premises will be used for the supply of alcohol at different times from those listed in the column on the left, list below

For example (but not exclusively), where you wish the activity to go on longer on a particular day e.g. Christmas Eve.

Christmas Eve ,New years eve and bank holidays

State the name and details of the individual whom you wish to specify on the licence as premises supervisor

Name

First name

Family name

Date of birth / /
dd mm yyyy

Enter the contact's address

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

Personal Licence number (if known)

Issuing licensing authority (if known)

PROPOSED DESIGNATED PREMISES SUPERVISOR CONSENT

How will the consent form of the proposed designated premises supervisor be supplied to the authority?

- Electronically, by the proposed designated premises supervisor
- As an attachment to this application

Reference number for consent form (if known)

If the consent form is already submitted, ask the proposed designated premises supervisor for its 'system reference' or 'your reference'.

Continued from previous page...

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ADULT ENTERTAINMENT

Highlight any adult entertainment or services, activities, or other entertainment or matters ancillary to the use of the premises that may give rise to concern in respect of children

Give information about anything intended to occur at the premises or ancillary to the use of the premises which may give rise to concern in respect of children, regardless of whether you intend children to have access to the premises, for example (but not exclusively) nudity or semi-nudity, films for restricted age groups etc gambling machines etc.

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HOURS PREMISES ARE OPEN TO THE PUBLIC

Standard Days And Timings

MONDAY

Start

End

Start

End

Give timings in 24 hour clock.
(e.g., 16:00) and only give details for the days
of the week when you intend the premises
to be used for the activity.

TUESDAY

Start

End

Start

End

WEDNESDAY

Start

End

Start

End

THURSDAY

Start

End

Start

End

FRIDAY

Start

End

Start

End

SATURDAY

Start

End

Start

End

SUNDAY

Start

End

Start

End

State any seasonal variations

Continued from previous page...

For example (but not exclusively) where the activity will occur on additional days during the summer months.

Christmas Eve ,New years eve and bank holidays

Non standard timings. Where you intend to use the premises to be open to the members and guests at different times from those listed in the column on the left, list below

For example (but not exclusively), where you wish the activity to go on longer on a particular day e.g. Christmas Eve.

Christmas Eve ,New years eve and bank holidays

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LICENSING OBJECTIVES

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

a) General – all four licensing objectives (b,c,d,e)

List here steps you will take to promote all four licensing objectives together.

All staff to receive training and refresher training every six months under the Licensing Act 2003.

b) The prevention of crime and disorder

The premises shall 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 are open for licensable activities and during all times when customers remain on the premises. All recordings shall be stored for a minimum of thirty one days. Viewing of the recordings shall be made available immediately upon the request of the Police or authorised officer throughout the entire thirty one day period.

A member of staff who is conversant with the operation of the CCTV system will be made available upon request

c) Public safety

There shall be a maximum of one hundred and ten patrons.

An incident log shall be kept on the premises and made available on request to an authorised officer of the City Council or Police. It must be completed within twenty four 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

Continued from previous page...

On Friday, Saturday and Sunday when there is recorded music, SIA door supervisors will be on duty at a rate of 1:50 from 22:00 until close.

d) The prevention of public nuisance

During the playing of regulated music, all windows and doors should be closed. No noise from the premises, or vibrations through the structure of the premises should be generated thereby eliminating the cause of nuisance to the neighbours.

Notices shall prominently be displayed at the entrances to the premises reminding customers to park sensibly and respect the needs of local residents.

Notices shall prominently be displayed at the exits requesting patrons to leave the area quickly and quietly.

The management shall ensure that the patrons drinking and smoking outside of the premises, do so in an orderly manner and ensure that there is no public nuisance.

During hours of operation of the premises, the license holder shall ensure

e) The protection of children from harm

The "Challenge 25 Proof Of Age" scheme shall be operated at the premises where the only acceptable forms of identification are recognised photographic cards, such as a driving licence, Passport or proof of age card with the PASS hologram.

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NOTES ON DEMONSTRATING ENTITLEMENT TO WORK IN THE UK

Continued from previous page...

Entitlement to work/immigration status for individual applicants and applications from partnerships which are not limited liability partnerships:

A licence may not be held by an individual or an individual in a partnership who is resident in the UK who:

- does not have the right to live and work in the UK; or
- is subject to a condition preventing him or her from doing work relating to the carrying on of a licensable activity.

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

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

Documents which demonstrate entitlement to work in the UK

- An expired or current passport showing the holder, or a person named in the passport as the child of the holder, is a British citizen or a citizen of the UK and Colonies having the right of abode in the UK [please see note below about which sections of the passport to copy].
- An expired or current passport or national identity card showing the holder, or a person named in the passport as the child of the holder, is a national of a European Economic Area country or Switzerland.
- A Registration Certificate or document certifying permanent residence issued by the Home Office to a national of a European Economic Area country or Switzerland.
- A Permanent Residence Card issued by the Home Office to the family member of a national of a European Economic Area country or Switzerland.
- A **current** Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder indicating that the person named is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.
- A **current** passport endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, has the right of abode in the UK, or has no time limit on their stay in the UK.
- A **current** Immigration Status Document issued by the Home Office to the holder with an endorsement indicating that the named person is allowed to stay indefinitely in the UK or has no time limit on their stay in the UK, **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A **full** birth or adoption certificate issued in the UK which includes the name(s) of at least one of the holder's parents or adoptive parents, **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A birth or adoption certificate issued in the Channel Islands, the Isle of Man or Ireland **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A certificate of registration or naturalisation as a British citizen, **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A **current** passport endorsed to show that the holder is allowed to stay in the UK and is currently allowed to work and is not subject to a condition preventing the holder from doing work relating to the carrying on of a licensable activity.

Continued from previous page...

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

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

Original documents must not be sent to licensing authorities. If the document copied is a passport, a copy of the following pages should be provided:-

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

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

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

Section 20 of 21

NOTES ON REGULATED ENTERTAINMENT

Continued from previous page...

In terms of specific **regulated entertainments** please note that:

- Plays: no licence is required for performances between 08:00 and 23.00 on any day, provided that the audience does not exceed 500.
- Films: no licence is required for 'not-for-profit' film exhibition held in community premises between 08.00 and 23.00 on any day provided that the audience does not exceed 500 and the organiser (a) gets consent to the screening from a person who is responsible for the premises; and (b) ensures that each such screening abides by age classification ratings.
- Indoor sporting events: no licence is required for performances between 08.00 and 23.00 on any day, provided that the audience does not exceed 1000.
- Boxing or Wrestling Entertainment: no licence is required for a contest, exhibition or display of Greco-Roman wrestling, or freestyle wrestling between 08.00 and 23.00 on any day, provided that the audience does not exceed 1000. Combined fighting sports – defined as a contest, exhibition or display which combines boxing or wrestling with one or more martial arts – are licensable as a boxing or wrestling entertainment rather than an indoor sporting event.
- Live music: no licence permission is required for:
 - o a performance of unamplified live music between 08.00 and 23.00 on any day, on any premises.
 - o a performance of amplified live music between 08.00 and 23.00 on any day on premises authorised to sell alcohol for consumption on those premises, provided that the audience does not exceed 500.
 - o a performance of amplified live music between 08.00 and 23.00 on any day, in a workplace that is not licensed to sell alcohol on those premises, provided that the audience does not exceed 500.
 - o a performance of amplified live music between 08.00 and 23.00 on any day, in a church hall, village hall, community hall, or other similar community premises, that is not licensed by a premises licence to sell alcohol, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance from a person who is responsible for the premises.
 - o a performance of amplified live music between 08.00 and 23.00 on any day, at the non-residential premises of (i) a local authority, or (ii) a school, or (iii) a hospital, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance on the relevant premises from: (i) the local authority concerned, or (ii) the school or (iii) the health care provider for the hospital.
- Recorded Music: no licence permission is required for:
 - o any playing of recorded music between 08.00 and 23.00 on any day on premises authorised to sell alcohol for consumption on those premises, provided that the audience does not exceed 500.
 - o any playing of recorded music between 08.00 and 23.00 on any day, in a church hall, village hall, community hall, or other similar community premises, that is not licensed by a premises licence to sell alcohol, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance from a person who is responsible for the premises.
 - o any playing of recorded music between 08.00 and 23.00 on any day, at the non-residential premises of (i) a local authority, or (ii) a school, or (iii) a hospital, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance on the relevant premises from: (i) the local authority concerned, or (ii) the school proprietor or (iii) the health care provider for the hospital.

Continued from previous page...

- Dance: no licence is required for performances between 08.00 and 23.00 on any day, provided that the audience does not exceed 500. However, a performance which amounts to adult entertainment remains licensable.
- Cross activity exemptions: no licence is required between 08.00 and 23.00 on any day, with no limit on audience size for:
 - o any entertainment taking place on the premises of the local authority where the entertainment is provided by or on behalf of the local authority;
 - o any entertainment taking place on the hospital premises of the health care provider where the entertainment is provided by or on behalf of the health care provider;
 - o any entertainment taking place on the premises of the school where the entertainment is provided by or on behalf of the school proprietor; and
 - o any entertainment (excluding films and a boxing or wrestling entertainment) taking place at a travelling circus, provided that (a) it takes place within a moveable structure that accommodates the audience, and (b) that the travelling circus has not been located on the same site for more than 28 consecutive days.

Section 21 of 21

PAYMENT DETAILS

This fee must be paid to the authority. If you complete the application online, you must pay it by debit or credit card.

Premises Licence Fees are determined by the non domestic rateable value of the premises.

To find out a premises non domestic rateable value go to the Valuation Office Agency site at http://www.voa.gov.uk/business_rates/index.htm

Band A - No RV to £4300	£100.00
Band B - £4301 to £33000	£190.00
Band C - £33001 to £87000	£315.00
Band D - £87001 to £125000	£450.00*
Band E - £125001 and over	£635.00*

*If the premises rateable value is in Bands D or E and the premises is primarily used for the consumption of alcohol on the premises then your are required to pay a higher fee

Band D - £87001 to £125000	£900.00
Band E - £125001 and over	£1,905.00

If you own a large premise you are subject to additional fees based upon the number in attendance at any one time

Capacity 5000-9999	£1,000.00
Capacity 10000 -14999	£2,000.00
Capacity 15000-19999	£4,000.00
Capacity 20000-29999	£8,000.00
Capacity 30000-39000	£16,000.00
Capacity 40000-49999	£24,000.00
Capacity 50000-59999	£32,000.00
Capacity 60000-69999	£40,000.00
Capacity 70000-79999	£48,000.00
Capacity 80000-89999	£56,000.00
Capacity 90000 and over	£64,000.00

* Fee amount (£)

190.00

DECLARATION

* I/we understand 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.

Continued from previous page...

THE INFORMATION GIVEN MAY BE HELD IN MANUAL OR COMPUTERISED FORM AND WILL BE SUBJECT TO THE PROVISIONS OF THE DATA PROTECTION ACT 1998

* This authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided on this form for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes.

Ticking this box indicates you have read and understood the above declaration

This section should be completed by the applicant, unless you answered "Yes" to the question "Are you an agent acting on behalf of the applicant?"

* Full name

* Capacity

* Date / /
dd mm yyyy

Once you're finished you need to do the following:

1. Save this form to your computer by clicking file/save as...
2. Go back to <https://www.gov.uk/apply-for-a-licence/premises-licence/wolverhampton/apply-1> to upload this file and continue with your application.

Don't forget to make sure you have all your supporting documentation to hand.

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

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

OFFICE USE ONLY

Applicant reference number	<input type="text" value="The Harp"/>
Fee paid	<input type="text"/>
Payment provider reference	<input type="text"/>
ELMS Payment Reference	<input type="text"/>
Payment status	<input type="text"/>
Payment authorisation code	<input type="text"/>
Payment authorisation date	<input type="text"/>
Date and time submitted	<input type="text"/>
Approval deadline	<input type="text"/>
Error message	<input type="text"/>
Is Digitally signed	<input type="checkbox"/>

[1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#) [11](#) [12](#) [13](#) [14](#) [15](#) [16](#) [17](#) [18](#) [19](#) [20](#) [21](#) [Next >](#)

CITY of
WOLVERHAMPTON
COUNCIL

Licensing Services, 2nd Floor, Civic Centre, St. Peter's Square, Wolverhampton, WV1 1SH
Consent of individual to being specified as premises supervisor

I Orville Hines
[full name of prospective premises supervisor]

of



[home address of prospective premises supervisor]

hereby confirm that I give my consent to be specified as the designated premises supervisor in relation to the application for

Premises Licence
[type of application]

by

O. Hines Ltd.
[name of applicant]

relating to a premises licence

[number of existing licence, if any]

for

The Hatch
[name and address of premises to which the application relates]

and any premises licence to be granted or varied in respect of this application made by

O. Hines Ltd.
[name of applicant]

concerning the supply of alcohol at

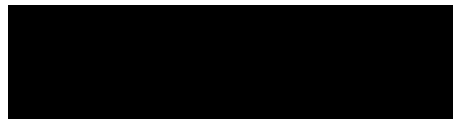
The Harp
Walsall St
Wolverhampton
WV1 3LP.
[name and address of premises to which application relates]

I also confirm that I am entitled to work in the United Kingdom and am applying for, intend to apply for or currently hold a personal licence, details of which I set out below.

Personal licence number
DY/50/0463
[insert personal licence number, if any]

Personal licence issuing authority
Duckley. mbc.
[insert name and address and telephone number of personal licence issuing authority, if any]

Signed



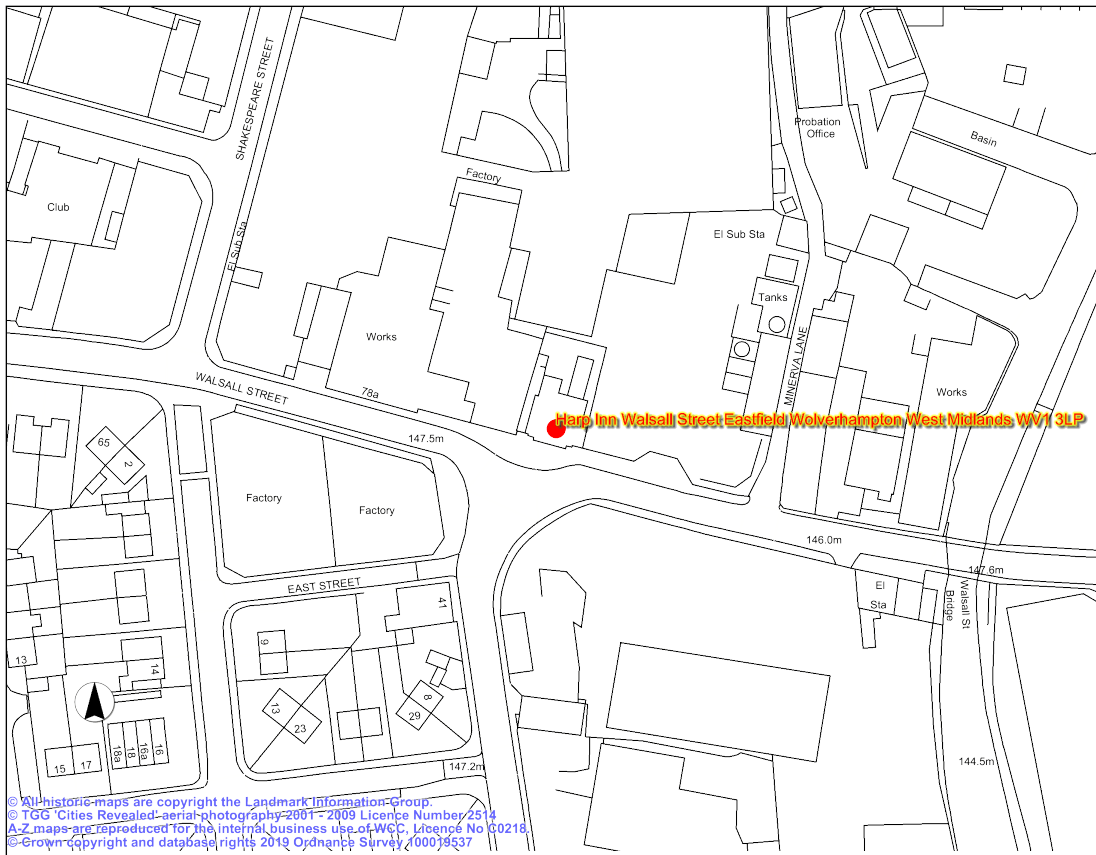
Name (please print)

O. Hines

Date

24/1/19

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CITY OF
WOLVERHAMPTON
COUNCIL

*The Harp, Walsall Street,
Wolverhampton, WV1
3LP*

Wolverhampton City Council
Asset Management
Civic Centre
St Peters Square
Wolverhampton
WV1 1RL

Plan Produced
6.3.2019
Scale 1:1,250

IMAGING - Powered by

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From: Neil Aston-Baugh <Neil.Aston-Baugh@wmfs.net>
Sent: 12 February 2019 15:04
To: Licensing
Cc: [REDACTED]
Subject: Harp Inn Walsall street Wolverhampton WV1 3LP

I refer to the application for a premises licence made in respect of the above premises .

A fire safety visit has been undertaken and there are some fire safety issues that negatively affect the Licensing Objective of Public Safety.

The current fire alarm system is not suitable and an additional fire door is required on the kitchen.

Consequently, the Fire Authority hereby makes representation to the application.

Should you require clarification, please do not hesitate to contact me.

Regards

Neil Aston-Baugh

Fire Safety Officer -LEEPS Team
Tipton Fire Station
Alexandra Road
Tipton
West Midlands
DY4 7NZ

Tel: 07973 810 042 or,
0121 380 7500

Email : neil.aston-baugh@wmfs.net

Team Email: LEEPSTeams.Enquiries@wmfs.net

Fire Safety Admin Email firesafety.admin@wmfs.net

-

Making the West Midlands Safer

Follow us on Twitter: [@WMFSFireSafety](https://twitter.com/WMFSFireSafety)

West Midlands Fire Service

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Any opinions expressed in this e-mail (including attachments) are those of the author and do not necessarily reflect the opinions of West Midlands Fire Service. Nothing in this e-mail message amounts to a contractual or other legal commitment on the part of West Midlands Fire Service unless confirmed by a communication signed on behalf of the Chief Fire Officer.

West Midlands Fire Service information is available from <http://www.wmfs.net>

This footnote also confirms that this e-mail message has been swept for the presence of computer viruses but does not guarantee that it is free from viruses and you should check all e-mail and attachments with your own anti-virus systems.

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From: Stephanie Reynolds <s.a.reynolds@west-midlands.pnn.police.uk>
Sent: 13 February 2019 13:02
To: Licensing
Subject: RE: New Premises Licence Application - The Harp, Walsall Street, Wolverhampton, WV1 3LP - PRE1376

Please take this as notification that West Midlands Police object to this new premises licence application.

The grounds for objection are based on the licensing objectives of prevention of crime and disorder, public safety and the prevention of public nuisance.

There is a history of this venue undermining all of the above, and there is nothing in this application that would suggest that these objectives will be upheld sufficiently.

The applicant has a history of running venues that attract gangs, create noise issues and has had licences revoked.

Regards,

Steph Reynolds
PS 6222
Licensing
Partnerships Team
WV NPU
External Tel 01902 649 085
Internal Tel 871 3196

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[Redacted]

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Dated 20th September 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 Wesley 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 or 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.

STATEMENT OF WITNESS

(Criminal Procedure Rules, r 27.2;
Criminal Justice Act 1967, s. 9, Magistrates' Courts Act 1980, s.5B)

Statement of [redacted]
(Full Name)

Age of witness Over 18
(If over 18 enter over 18)

Occupation of witness [redacted]

This statement, (consisting of 2 page(s) signed by me), is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false or do not believe to be true.

Dated the day of

.....
Signed

I have lived with my [redacted] near the Mississauga (formerly the Harp Inn) public house, Walsall Street, Wolverhampton for about twenty years. For about four years I have seen a rise in trouble and noise disturbance coming from there. Since the name changed to Missaussuga about two years ago the problems have got considerably worse. Every weekend (Friday and Saturday) I am having to put up with loud music coming from the pub. I can easily make out the words being sung. And when the DJ is speaking I can also hear him loud and clear. The pub doesn't start to get busy until 01:00 hours and continues to stay open until about 05:00 hours when customers start to leave. We then have to put up with cars being started and loud music being played from those vehicles. There are regular fights outside which end up with bottles being broken and scattered around the street. The windows have all been open during

.....
Signed

NOTE : If statements are typed double spacing should be used.
One side only of the paper should be used.

STATEMENT OF WITNESS

(Criminal Procedure Rules, r 27.2;
Criminal Justice Act 1967, s. 9, Magistrates' Courts Act 1980, s.5B)

Continuation Sheet No. 1

the last two months and so the music has become louder. The parking is a real issue as cars are dumped anywhere and everywhere and on one occasion at 04:30 hours, my [REDACTED] was returning from [REDACTED] shift and couldn't get [REDACTED] car through to our street as it was blocked with patrons vehicles. I have never seen any security staff working on the door. A lot of the residents that live around here are elderly and are afraid to make a complaint. They have asked me to make a complaint on their behalf which is why I recently raised it at my local PACT meeting. I would welcome something being done about this as we are not sleeping at the weekend and I have concerns with the type of people that the pub is attracting. I don't understand why this pub is allowed to stay open until 05:00 hours in the middle of a residential area.

.....
Signed

NOTE : If statements are typed double spacing should be used.
One side only of the paper should be used.

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Minutes of the Licensing Sub-Committee 4

Tuesday 23rd February, 2016 at 10.00 am
in the Council Chamber, The Council House, Dudley

Present:-

Councillor D Russell (Chair)
Councillors P Miller and C Perks

Officers:-

R Clark – Principal Solicitor – Resources and Transformation
Directorate , L Rouse – Licensing Clerk – Place Directorate and
K Taylor, Democratic Services Officer – Resources and Transformation
Directorate.

33 **Apology for Absence**

An apology for absence from the meeting was received on behalf of
Councillor A Aston.

34 **Appointment of Substitute Member**

It was reported that Councillor C Perks had been appointed as
Substitute Member for Councillor A Aston for this meeting of the Sub-
Committee only.

35 **Declarations of Interest**

No Member made a declaration of interest in accordance with the
Members' Code of Conduct.

36 **Minutes**

Resolved

That the minutes of the meeting of the Sub-Committee held on
19th January, 2016, be approved as a correct record and signed.

Application for Review of Premises Licence – The Earl of Dudley Arms, Wellington Road, Dudley

A report of the Strategic Director Place was submitted on an application for the review of the premises licence in respect of The Earl of Dudley Arms, Wellington Road, Dudley, following the issue of a Closure Order by Wolverhampton Magistrates Court under Section 80 of the Anti-Social behaviour, Crime and Policing Act 2014, as a result of an application by the West Midlands Police.

Prior to the commencement of the hearing, the Sub-Committee together with Mr I Stebbings (Barrister for the Premises Licence Holder) and Mr C Streeten (Barrister for West Midlands Police) discussed a preliminary issue regarding the validity of the process of consideration of a review of the premises licence following a closure order.

It was reported that the Licensing Section had received the closure order by e-mail on 28th January, 2016 from West Midlands Police that prompted an advertising process for the automatic review of the premises license pursuant to Section 6, therefore the application must be determined within 28 days. It was further noted that Section 182 guidance indicated that the review must be heard within 10 days of receipt of the order however this did not appear to originate in the Licensing Act 2003 or the 2005 Premises License and Club Premises Licence Regulations 2005.

The parties then withdrew from the meeting to enable the Sub-Committee to determine whether the application could be determined.

The Sub-Committee having made their decision invited all parties to return and the Chair then outlined the decision.

Resolved

That the Sub-Committee concludes that the period of 10 days in which to convene a hearing is contained in the guidance, and is not a statutory provision, and does not make sense in line with the publicity provisions. It therefore concludes that the application has been listed correctly and in accordance with the Licensing Act and proceeds to hear and determine the review today.

The following persons attended the meeting in respect of this application:-

Mr I Stebbings – Barrister on behalf of Mr Hines (Earl of Dudley)
Mr O Hines – Premises Licence Holder (Earl of Dudley)
Mr G Thompson – Supporter
Mrs M Blake – Supporter
Mrs T Perkins – Supporter
Mr R Cole – Supporter
Mr W Jarrett – Supporter

Mr C Streeten – Barrister on behalf of West Midlands Police
DCI C Hanson – West Midlands Police
PS A Hands – West Midlands Police
PC J Preston – West Midlands Police
PC A Baldwin – West Midlands Police
Ms K Turley – West Midlands Police
Sergeant J Jones – West Midlands Police
Mr B Hughes, Licensing Enforcement Officer

Mrs S Young – Observer
Mr R Gutteridge – Express and Star

Following introductions, the Interim Licensing Manager presented the report on behalf of the Council.

Mr Streeten then presented his case on behalf of West Midlands Police, and in doing so stated that the only appropriate step was revocation of the premises licence on the grounds of the history of crime and violence at the premises, and the poor management of the premises in particular Mr Hines failure or delays during investigations regarding CCTV data and should the premises be re-opened following the closure order he anticipated that it would be a short-time before a serious crime occurred.

PS Hands referred to his witness statement, which had been circulated to all Members prior to the hearing, with particular reference to thirteen crime reports in respect of the premises between December, 2013 and December, 2015.

In responding to a question from Mr Streeten, PS Hands reported that the crime and violence incidents mainly involved people that had been customers at the premises, and that Mr Hines had been unwilling to provide statements and CCTV data and was not pro-active in protecting the welfare and safety of his customers.

In responding to a number of questions asked by Mr Stebbings, PS Hands confirmed that he had visited the premises once following the closure order and had collated the crime reports and incidents from police logs. He also stated that although Mr Hines had submitted CCTV data in regard of an incident in January, 2015, the CCTV footage was not in a viewable format and following investigations it was evident that the CCTV had not been recorded. PS Hands further stated that it would be reasonable for security to be present during the week depending on the number of customers.

Mr Stebbings reported that the majority of the incidents had occurred in the car park to the premises and that Mr Hines would be attending a court case in April, 2016 as a witness to give evidence.

At this juncture, particular reference was made to the incident in December, 2015 in that Mr Hines had provided the contact details of the victim to West Midlands Police, and that in view of the CCTV unit being seized by Police, the DY Licensing confirmed that no action would be taken and that Mr Hines had purchased a temporary unit in compliance with a condition of his premises licence.

PS Hands confirmed that he was not present at a Licensing Strategy meeting held in April, 2015.

Mr Streeten asked a number of questions to DCI Hanson, and in responding it was stated that this had been the first closure order that DCI Hanson had been involved with and that it was clear that there was a prolong history of violence associated to the premises. He also stated that there had been convincing intelligence that the premises had a stronghold gang influence, based on the convictions and arrests and links to Class A drugs and that members of the local gang were known to attend the premises.

DCI Hanson further stated that he believed Mr Hines to have a lack of control at the premises and was incapable of managing the premises robustly, and that throughout his 24 years of experience he could not recall another premises that posed a danger to the public, and raised concerns that a serious incident could occur should the premises remain open, and therefore requested that the premises licence be revoked.

In responding to questions asked by Mr Streeten, DCI Hanson stated that he did not believe that amendments to the premises licence such as decreasing the licensing hours and removing Mr Hines as Designated Premises Supervisor would mitigate the risk posed to the public.

In responding to a number of questions asked by Mr Stebbings, DCI Hanson confirmed that he was not present at a Licensing Strategy meeting in April, 2015, and that he had visited the premises once following the closure order.

Mr Stebbings referred to a 'dispatch system' placed on premises in order for Police Officers to attend a premise immediately if notified of a disturbance. DCI Hanson confirmed that it was unlikely for this to have been placed on public houses, as these usually related to dwellings.

At this juncture, Mr Streeten made an application in accordance with Regulation 14 of the Hearing Regulations, for the public and press to be excluded for the next part of the meeting. The application was granted by the Sub-Committee and supported by Mr Stebbings. All members of the public and press then withdrew from the meeting.

During the exclusion of the press and public, PC Baldwin, PC J Preston and Mr Stebbings on behalf of Mr Hines provided detailed accounts of the strategy meeting in April 2015 that had been arranged following a request by Mr Hines in order to discuss escalating incidents. It was noted that following the strategy meeting, PC Baldwin had undertaken two walkthroughs of the premises, and although more attention to the premises would have been preferred this was limited due to staffing shortages and reduction in resources.

Following further discussion and a brief adjournment all parties, including the press and public, returned to the meeting.

Mr Jarrett then outlined his support to Mr Hines in that he had visited the premises for fourteen years particularly on a Friday and Saturday to play dominoes and confirmed that he had not witnessed any incidents at the premises or had been aware of the gang reputation until following the closure order.

Mrs Blake in her support stated that she had visited the premises on a number of occasions and referred to the community events that had been arranged by Mr Hines and raised concerns that if the premises did not re-open then there would be no-where for the community to attend.

At this juncture, Mr Stebbings made an application in accordance with Regulation 14 of the Hearing Regulations, for the public and press to be excluded for the next part of the meeting. The application was granted by the Sub-Committee and supported by Mr Streeten. All members of the public and press then withdrew from the meeting.

During the exclusion of the press and public, Mr Stebbings referred to the witness statement of Mr Hines and asked a number of questions in respect of the incidents that had been summarised by PS Hands earlier in the meeting. It was noted that following the closure order, Mr Hines had completed phoenix training and a Security Industry Authority (SIA) approved up-skilling course, and agreed to provide the West Midlands Police with a dongle with downloaded CCTV on request and inform his employees of the pass-code to access the system. He also referred to his good working relationship with PC Baldwin. Mr Hines responded to a number of questions asked by Mr Streeten and Members of the Sub-Committee, following which he requested an opportunity to improve his business and referred to the options available to the Sub-Committee to review the premises licence in the future.

In summing up, Mr Streeten on behalf of West Midlands Police, stated that on the balance of probability the only steps to ensure the safety of the public and prevention of crime and disorder was for the premises licence to be revoked, which had been supported by those in attendance. He acknowledged that the premises provided a valuable community asset, however the potential risk to the safety of the customers were extremely serious.

In summing up, Mr Stebbings on behalf of Mr Hines, stated that there were a number of options that could be taken by the Sub-Committee and requested that the premises licence be suspended. He referred to the incidents summarised at the meeting, in particular that there was no evidence to support as the representatives of the Police in attendance today had not visited the premises prior to the closure order, and the accusations surrounding the acceptance of a local gang attending the premises was denied by Mr Hines. He also stated that Mr Hines was prepared to amend his conditions of licence and cooperate with authorities to allow him to maintain his business.

The parties then withdrew from the meeting to enable the Sub-Committee to determine the application.

The Sub-Committee having made their decision invited the parties to return and the Chair then outlined the decision.

Resolved

That, following careful consideration of the information contained in the report submitted, and as reported at the meeting, the premises licence in respect of The Earl of Dudley Arms, Wellington Road, Dudley, be revoked.

Reasons for Decision

This is a review of a premises license, following a closure order made initially in Wolverhampton Magistrates Court in December, 2015, and then upheld an appeal in Wolverhampton Crown Court on 8th January, 2016. Dudley MBC Licensing office states that it received the closure order by e-mail on 28th January, 2016 from West Midlands Police, which triggered an advertising process for the automatic review of the premises license pursuant to Section 67. The application must be determined within 28 days. The Section 182 guidance indicates that the review must be heard within 10 days of receipt of the order, but this period does not appear to originate in the licensing act or the 2005 Premises License and Club Premises Licence Regulations 2005. The Sub-Committee therefore considers the Section 182 guidance, but this 10 day period does not appear to allow the licensing authority an opportunity to conduct an advertisement process or allow for representations to be made. In the light of the publicity for the review, a number of local pub users had made representations supporting the license holder, and that have attended today. They broadly support the re-opening of the pub as a community resource for all ages.

The Sub-Committee accepts that the licensing authority did not receive the closure order until 28th January. This triggered the automatic review process. The review does have to be determined within 28 days, and today falls within 28 days from 28th January. The Sub-Committee concludes that the period of 10 days in which to convene a hearing is contained in the guidance, and is not a statutory provision, and does not make sense in line with the publicity provisions. It therefore concludes that the application has been listed correctly and in accordance with the Licensing Act and proceeds to hear and determine the review today.

The principal licensing objective in issue today is that of the prevention of crime and disorder. The police have presented a history of crime in the public house and significantly in the car park outside these premises, since at least 2013. The incidents have included stabbings to the body and face, some criminal damage, the taking of a motor bike from the car park which concluded with a threatening confrontation and some incidents of lesser violence.

The police evidence places a particular emphasis upon the poor management of the premises over time, delayed reporting to the police of significant incidents and significant delay in passing or allowing access to CCTV of specific incidents.

Mr Hines denies most of the delay in reporting incidents, places great emphasis on him calling a strategy meeting in April 2015 in order to discuss escalating incidents, and states that he will now provide the West Midlands Police with a dongle with downloaded CCTV on request. He therefore asks the Sub-Committee to take a less draconian step than revocation, which the West Midlands Police recommend. He submits that the Sub-Committee could suspend to allow Mr Hines time to put his CCTV compliance in order and demonstrate his cooperation with authorities. He asks for a last chance.

The Sub-Committee however, is not satisfied that Mr Hines has taken the criminal activity committed on his premises seriously and has not acted decisively and expeditiously to address it. In particular, it finds that since 2013, he has failed on most occasions to deliver to the police CCTV recordings of key events in a timely manner, and had not cooperated with the police requests, but made the process of reporting and investigation prolonged and difficult. It is also concerned that the level of crime is particularly serious, and that for there to be two knife incidents and other violent incidents around a single premises in such a short time, is extremely serious. These appear to be minimised by Mr Hines.

The Sub-Committee finds that the history and nature of the incidents, and the association with a local gang, has now given these premises a name and reputation, which has escalated beyond the ability of Mr Hines to manage and control. He asks for a last chance but the Sub-Committee concludes that he should have taken some decisive action well before April 2015, and that provision of CCTV on request would have made a real difference to the persons committing offences on the wider premises. The situation has now got out of his control to manage, and further conditions, or the removal of the Designated Premises Supervisor, are now insufficient to overcome this reputation. Suspension of the premises licence is also too little too late, and the Sub-Committee will not accept that the real risk of a death on these premises is a risk it can take. For these reasons the Sub-Committee takes the step of revoking the premises license.

Any party has a period of 21 days in which to appeal this decision from the date of receipt.

[REDACTED]

From: Environmental Health (Responsible Authority)
Sent: 21 February 2019 17:32
To: Licensing
Subject: RE: New Premises Licence Application - The Harp, Walsall Street, Wolverhampton, WV1 3LP - PRE1376

[REDACTED]

Dear Lizzie

I am objecting to this application for The Harp on the grounds of public nuisance.

Historically we received a number of complaints from residents living nearby whilst it was open and operating.

Complaints from a large number of residents in relation to noise from The Harp/Mississauga were raised at the local PACT group. As a result of this I met with a couple of residents and took a statement from one of them who stated that it was a regular occurrence for customers to stand outside the frontage of the pub drinking and smoking until 5 am. This resulted not only in noise disturbance but created a large amount of litter and broken glass in the street directly in front of the premise.

This resident also mentioned in their statement that customers double parked their cars in nearby streets and up until 5am would stand and chat outside their vehicles whilst playing loud music. On one occasion the road was totally blocked because three vehicles were parked up. It appeared that residents were too afraid to approach these customers to ask them to move their vehicles as quite a few of them are elderly.

Since, the premise has been closed I have met with a couple of nearby residents who told me that they have been able to sleep and enjoy once again living in their houses like they used to. They told me of their fears of this premise being opened up again, particularly because of the clientele it has historically attracted.

Orville Hines was previously connected to this premise and I therefore cannot support this application.

Regards

Debra

Debra Craner
District Officer - City Centre
Tel. Office: 01902 556055

[E-mail: Debra.Craner@wolverhampton.gov.uk](mailto:Debra.Craner@wolverhampton.gov.uk)
City of Wolverhampton Council

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[REDACTED]

From: Elaine Moreton
Sent: 22 February 2019 17:04
To: Licensing
Cc: Elizabeth Gregg; Chris Howell
Subject: RE: New Premises Licence Application - The Harp, Walsall Street, Wolverhampton, WV1 3LP - PRE1376

[REDACTED]

Dear Sirs,

I write on behalf of the licensing authority as a responsible authority to submit formal representations to the above application. Representations are made in relation to the prevention of crime and disorder; public safety; prevention of public nuisance and protection of children from harm licensing objectives.

The premises has held a premises licence for a number of years and during this time there have been a number of changes to the management along with 2 premises licence review's and a series of non-compliance.

There is insufficient information within the current operating schedule to show how the applicant/DPS will promote all 4 licensing objectives considering the previous history of the premises and its location.

Regards,

Elaine Moreton
Section Leader
Tel. Office: 01902 552772

[E-mail: Elaine.Moreton@wolverhampton.gov.uk](mailto:Elaine.Moreton@wolverhampton.gov.uk)
City of Wolverhampton Council

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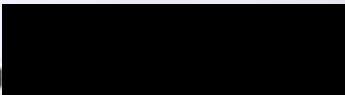
NAME OF PREMISES: Harp Inn

ADDRESS: Walsall street
Wolverhampton WV1 3LP

Voluntary undertaking- Supplement to Application

Before signing this document, you should be aware that failure to comply with this undertaking may result in a review of the premises licence and/or enforcement action under the Regulatory Reform (Fire Safety) Order 2005

PUBLIC SAFETY
<p>1) A fire alarm system will be provided to cover the whole of the building and will comply with BS5839, Part 1 2017</p> <ul style="list-style-type: none"> • It will incorporate a cut out device which silences any amplified music upon actuation • Break glass call point are not required on final exits from public areas but will be provided in other appropriate areas. • Suitable automatic detection will be provided including a heat detector in the kitchen <p>The premises will not open to members of the public until the system is fitted and the Fire Officer has approved the certificate for the system1</p>
<p>2) The fire door at the base of the staircase will be provided with an intumescent strip, smoke seal and self-closing device, prior to the premises opening to members of the public</p>
<p>3) The kitchen will be provided with a suitable fire door prior to the premise opening to members of the public</p>

APPLICANT'S SIGNATURE 
(Authorised on behalf of the Premises Licence Holder/applicant)

DATE 19/2/19

AUTHORISED OFFICER...Neil Aston-Baugh
(POSITION)...Fire Safety Inspecting Officer
(Authorised on behalf of West Midlands Fire Authority)

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From: Neil Aston-Baugh <Neil.Aston-Baugh@wmfs.net>
Sent: 20 February 2019 14:14
To: Licensing
Cc: [REDACTED]
Subject: Licensing Representation removal Harp Inn
Attachments: Vol undertaking harp.png

LICENSING ACT 2003
NAME OF PREMISES: Harp Inn
ADDRESS: Walsall St Wolverhampton

I refer to the representation made by the Fire Authority in respect of the application for a premises licence for the above .

The applicant has provided a voluntary undertaking to complete works to the appropriate standards. (As attached).

The Fire Authority considers this undertaking is sufficient to demonstrate that the Public Safety objective (as it relates to fire safety), will be suitably promoted and herewith **removes its representation to the application.**

Any voluntary undertaking that the applicant gives to the Fire Authority does not constitute Licence Conditions but may be legally enforceable under the Regulatory Reform (Fire Safety) Order 2005.

Failure to comply with the undertaking may also result in a review of the premises licence.

Should you require any further information or clarification, please do not hesitate to contact me.

Regards

Neil Aston-Baugh

Fire Safety Officer -LEEPS Team
Tipton Fire Station
Alexandra Road
Tipton
West Midlands
DY4 7NZ

Tel: 07973 810 042 or,
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CITY OF
WOLVERHAMPTON
COUNCIL

Statutory Licensing Sub-Committee

Minutes - 21 March 2019

Attendance

Cllr Alan Bolshaw (Chair)
Cllr Zee Russell
Cllr Rita Potter

Employees

Sarah Hardwick
Donna Cope
Kirst Tuffin
Michelle James

Senior Solicitor
Democratic Service Officer
Democratic Service Officer
Licensing Manager

Responsible Authorities

Sgt Steph Reynolds
William Humphries

West Midlands Police
Service Lead (Compliance)

Premises Licence Applicant

Heath Thomas

Harrison Clark Rickerbys Limited – Solicitor

Item No. *Title*

1 Apologies for absence

Apologies for absence were received from Elaine Moreton, a representative for Licensing Authority and Debra Craner, representative for Environmental Health.

2 Declarations of interest

There were no declarations of interest submitted.

3 Licensing Act 2003 –Application for a Premises Licence in respect of The Harp, Walsall Street, Wolverhampton, WV1 3LP

An application for a Premises Licence in respect of The Harp Inn, Walsall Street, Eastfield, Wolverhampton, West Midlands, WV1 3LP was considered following representations received from West Midlands Police, Environmental Health and The Licensing Authority.

The Chair led round-table introductions and outlined the procedure to be followed.

Michelle James, Licensing Policy Manager, provided an outline of the application. She explained that since the agenda had been published both West Midlands Police and Heath Thomas, Solicitor representing the Applicant, Orville Hines, had submitted additional information for the Licensing Sub-Committee to consider.

Heath Thomas confirmed the report to be correct.

The Chair asked all parties if they were happy to accept the supplementary documentation as there had been little time to consider the information provided.

Heath Thomas explained that although the supplementary documents were submitted within the Licensing Hearing procedure deadline, his client and West Midlands Police would like an adjournment to allow sufficient time to for them to consider all the information submitted. He explained that it would be unfair to his client, as a signed witness statement had been submitted to West Midlands Police and they needed time to assess the new evidence. An adjournment would also allow West Midlands Police time to gather the additional information that he had requested from them.

Sgt Stephanie Reynolds, West Midlands Police, confirmed that Heath Thomas's statement was true and stated that she would need up to four weeks to assess the new evidence.

The Sub-Committee agreed to adjourn the Hearing in the interest of fairness and to ensure a decision would be based on all the evidence provided.

Resolved:

1. All parties confirmed they had no objections to the request and the Sub-Committee agreed to adjourn the hearing until Wednesday 17 April 2019 at 10am.

CITY OF
WOLVERHAMPTON
COUNCIL

Statutory Licensing Sub-Committee

Minutes - 17 April 2019

Attendance

Members of the Statutory Licensing Sub-Committee

Cllr Alan Bolshaw (Chair)

Cllr Zee Russell

Cllr Rita Potter

Premises Licence Applicant

Heath Thomas

Orville Hines

Solicitor

Applicant

Employees

Sarah Hardwick

Donna Cope

Elizabeth Gregg

Fern Lovell

Senior Solicitor

Democratic Service Officer

Senior Licensing Officer

Law Student (Observing)

Responsible Authorities

Sgt Steph Reynolds

Debra Craner

Elaine Moreton

West Midlands Police

Environmental Health

Licensing Authority

Item No. Title

1 Apologies for absence

There were no apologies for absence.

2 Declarations of interest

There were no declarations of interest.

3 Licensing Act 2003 – Application for a Premises Licence in respect of The Harp, Walsall Street, Wolverhampton, WV1 3LP

An application for a Premises Licence in respect of The Harp Inn, Walsall Street, Eastfield, Wolverhampton, West Midlands, WV1 3LP was considered following representations received from West Midlands Police, Environmental Health and The Licensing Authority.

The Chair led round-table introductions and outlined the procedure to be followed.

Elizabeth Gregg, Senior Licensing Officer, provided an outline of the application. Heath Thomas, Solicitor representing the Applicant, Orville Hines, confirmed that the summary was accurate.

The Chair invited the Applicant to present the application. Heath Thomas, Solicitor representing the Applicant, stated that Sgt Stephanie Reynolds, West Midlands Police, wanted to address the Sub-Committee first.

Sgt Reynolds addressed the Sub-Committee and requested that the Hearing be adjourned. She explained that Mr Thomas had requested a substantial amount of evidence which she had not been able to provide due to work commitments and staff shortages. She stated that Mr Thomas had agreed to adjourn the Hearing for one week, but due to the large amount of evidence requested, Sgt Reynolds advised that one week would not be sufficient.

The Chair afforded Mr Heath Thomas the opportunity to express his views on the request for an adjournment.

Mr Thomas sympathised with Sgt Reynolds but stated it would be unfair on his client to adjourn the Hearing. He stated that Sgt Reynolds had been given sufficient time to provide the evidence requested and confirmed that his client did not wish to adjourn.

The Chair afforded all parties present the opportunity to express their views on the request for an adjournment.

All parties did so.

The Sub-Committee adjourned at 10:25 hours.

The Hearing reconvened at 10:45 hours.

The Chair confirmed that the decision of the Sub-Committee was to adjourn the Hearing and a new date was proposed. All parties failed to agree on the proposed date so further discussions took place.

*The Sub-Committee adjourned at 10:50 hours.
The Hearing reconvened at 11:00 hours.*

The Sub-Committee agreed to adjourn the Hearing in the interest of fairness and to ensure a decision would be based on all the evidence provided.

Resolved:

1. All parties confirmed they had no objections to the request and the Sub-Committee agreed to adjourn the hearing until Tuesday 14 May 2019 at 10am.

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