

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

Application for the review of a premises licence or club premises certificate under the Licensing Act 2003

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

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

I Jan Hart

(Insert name of applicant)

apply for the review of a premises licence under section 51 / apply for the review of a club premises certificate under section 87 of the Licensing Act 2003 for the premises described in Part 1 below (delete as applicable)

Part 1 – Premises or club premises details

Postal address of premises or, if none, ordnance survey map reference or description Nisa Local 89-91 Holland Walk	
Post town London	Post code (if known) N19 3XU

Name of premises licence holder or club holding club premises certificate (if known) MHAK Management Ltd (company number: 08615641)

Number of premises licence or club premises certificate (if known) LN/15499-040815
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Part 2 - Applicant details

I am

Please tick ✓ yes

- 1) an individual, body or business which is not a responsible authority (please read guidance note 1, and complete (A) or (B) below)
- 2) a responsible authority (please complete (C) below)
- 3) a member of the club to which this application relates (please complete (A) below)

(A) DETAILS OF INDIVIDUAL APPLICANT (fill in as applicable)

Please tick ✓ yes

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

Surname

First names

I am 18 years old or over

Please tick ✓ yes

**Current postal
address if
different from
premises
address**

Post town

Post Code

Daytime contact telephone number

**E-mail address
(optional)**

(B) DETAILS OF OTHER APPLICANT

Name and address

Telephone number (if any)

E-mail address (optional)

(C) DETAILS OF RESPONSIBLE AUTHORITY APPLICANT

Name and address	Jan Hart Service Director Public Protection 222 Upper Street London N1 1XR
Telephone number (if any)	020-7527-3233
E-mail address (optional)	Licensing@Islington.gov.uk

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

- Please tick one or more boxes ✓
- | | |
|---|-------------------------------------|
| 1) the prevention of crime and disorder | <input checked="" type="checkbox"/> |
| 2) public safety | <input type="checkbox"/> |
| 3) the prevention of public nuisance | <input type="checkbox"/> |
| 4) the protection of children from harm | <input checked="" type="checkbox"/> |

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

Grounds for review

- crime and disorder,
- protection of children from harm

Licensing History

The premises is licenced for the sale of alcohol for consumption off of the premises from 10:00 to 23:00 Monday to Saturday and from 10:00 to 22:30 on Sunday. The current premises licence was originally granted at Licensing Sub-Committee on 4 August 2015 and MHAK Management Ltd has been the licensee since that date.

The premises licences is attached as **Appendix 1**

The premises was previously licenced for the sale of alcohol for consumption off of the premises but the licence was revoked in March 2012 following two reviews by Trading Standards following sales to underage volunteers and seizures of illicit alcohol. Four new premises licence applications were made before the current one was granted in August 2015.

Reasons for the review

1. On the first visit on 6 July 2016 the premises was visited by a Licensing Officer and Trading Standards Officer and spoke to Zerdest Zagrosi was

acting as manager and Buluthan Kartal who was working behind the counter . The Trading Standards Officer asked for invoices for suspected illicit alcohol. The Licensing Officer went through the conditions on the licence and found a number of breaches including:

- a. The CCTV monitor showed that it was not recording in real time as time on the monitor was an hour different than real time. This is a breach of Annex 2 Condition 21 of the Premises Licence. The CCTV was only had recorded footage from 30 June 2016, seven days of recording. This is in breach of Annex 2 Condition 21 of the Premises Licence which requires recordings to be kept for 31 days.
 - b. The refusals were kept electronically but could not produce a record for us to inspect. This is a breach of Annex 2 Condition 20.
 - c. The ultra-violet light that is required to be kept on the premises. One was not available. This is a breach of Annex 2 Condition 15.
 - d. Neither Mr Zagrosi nor Mr Kartal were personal licence holders. This is a breach of Annex 3 condition 1.
2. This unsatisfactory visit was followed up with a detailed warning letter dated 8 July 2016. The warning letter is attached as **Appendix 2**. In the letter the Licensing Officer requested documents required by Annex 2 Condition 14 (invoices for alcohol) and Annex 2 Condition 18 (training records). To date neither of these documents have been supplied and this is two breaches of the premises licence.
3. On the second visit on 13 July 2016 with Trading Standards and HMRC the suspected illicit alcohol was seized.
4. Trading Standards invited the licensee in for an interview under caution on 21 July 2016 after the seizure of alcohol. The letter is attached as **Appendix 3**
5. On 16 August 2016 the licensee declined to attend the interview and emailed the Trading Standards Officer to say that they were now fully compliant with the premises licence conditions. Email attached as **Appendix 4**.
6. On 17 August 2016 a Licensing Officer and Trading Standards Officer attended the premises to go through the conditions of the licence. On this occasion they spoke to both Zerdest Zagrosi and Buluthan Kartal. A number of licence conditions were being breached;
- a. The CCTV had recordings from 29 July 2016 and the other system had recordings from 1 August 2016 and not the required 31 days. This is a breach of Annex 2 Condition 21.
 - b. Neither Mr Zagrosi nor Mr Kartal were personal licence holders. This is a breach of Annex 3 condition 1.
 - c. No ultra-violet light was available, breach of Annex 2 Condition 15.
 - d. Mr Zagrosi said he had never seen a copy of the licence, despite working at the premises since October 2015. The fact that Mr Zagrosi had not seen a copy of the Premises Licence is evidence training required by of Annex 2 Condition 18 has not been provided and a breach of this condition.
 - e. The Premises Licence Summary was not displayed and a copy of the Premises Licence was not at the premises as required by s.57 of the Licensing Act 2003.

7. On 23 August 2016 Trading Standards led on an under age test purchase. The two volunteers one age 17 years 7 months and one aged 16 year 4 months were able to purchase two 500ml bottles of Koppaberg cider without requiring to provide proof of age. The sale was made by a man who gave his name as Saber Heydir.
8. On 19 September 2016 an application to transfer the licence and vary the DPS was made by Buluthan Kartal. These applications received objections from the police. and they were withdrawn on the evening of the LSC
9. On 29 September 2016 a letter was received from a Mr Mustafa Has who said he was the Company Secretary for MHAK Management Ltd.(Appendix 5) He was informing the Licensing Authority that they had sacked the DPS, Ibrahim Has and had decided to sell the business to Zerdest Zagrosi and Buluthan Kartal.
10. On 25 October 2016, prior to the LSC hearing the agent for Mr Kartal provided a document that they called "Agreement sale for the business and freehold" (Appendix 6) and a licensing compliance check by their licensing consultant (Appendix 7) which showed continued breaches of the premises licence conditions. Before the hearing the applications to transfer and vary the DPS were withdrawn. Promises were made to the Licensing Police that evidence of a bona fide sale would be provided to them.
11. On 26 October 2016 an application to transfer the licence and vary the DPS was made by Buluthan Kartal. The transfer application received an objection from the police. The objection was based on the concern that there was not a bona fide sale to Mr Kartal and Mr Zagrosi and that MHAK Management Ltd would still be in charge of the premises. The transfer application was refused at LSC on 6 December 2016.
12. On 2 November 2016 Licensing, Trading Standards and Police officers made an arranged visit to the premises. There was an improvement in compliance. The summary was displayed, CCTV was working, refusals book were behind the counter, till prompt to ask age working and no illicit alcohol was found. Training records and invoices on the premises were still lacking.

Summary of events supporting this application

06/07/16	Unsatisfactory inspection	A number of breaches of licence conditions and suspected illicit alcohol.
08/07/16	Warning letter	Letter requesting documents required by premises licence conditions.
13/07/16	Unsatisfactory inspection	A number of breaches of licence conditions and confiscation of suspected illicit alcohol.
16/08/16	Email	Email from MHAK Management Ltd (no name) stating that store is up to date with licensing requirements
17/08/16	Unsatisfactory Inspection	A number of breaches of licence conditions

23/08/16	Underage test purchase	Two under age volunteers purchase alcohol at premises
20/09/16	Application	Application to transfer and vary the DPS made by Buluthan Kartal
29/09/16	Letter	Letter from MHAK Management stating DPS was sacked and they were selling the business
25/10/15	LSC	Transfer application by Buluthan Kartal withdrawn
26/10/16	Application	Application to transfer and vary the DPS made by Buluthan Kartal
02/11/16	Inspection	Inspection by Licensing, Trading Standards and Police Officers. Improved compliance.
06/12/16	LSC	Transfer application refused

Analysis

The licensee, MHAK Management Ltd were advised that there was a long history of licensing problems at the premises and that an experienced licensee with strong management would be required. On 22 June 2015 representatives from MHAK Management Ltd, Ali Has, (director of the company) and prospective DPS, Ibrahim Has met with Licensing, Trading Standards and Police officer to discuss the specific problems with the premises and the area that the shop was located.

Both the Police and Trading Standards made representations to the grant of the licence but withdrew their representations when the licensee accepted conditions to be imposed if a licence should be granted. The licensee assured the Licensing Sub Committee that they were experienced operators and the licence was granted. The Decision of the LSC and Minutes of the meeting are attached as **Appendix 8**

The applications to transfer the licence to an employee is suspected to be a tactic to avoid review of the premises licence or prosecution of MHAK Management Ltd.

During the consultation for application to transfer a number of requests for documentation showing that the sale had taken place were made. At the visit on the 2 November a request was made in person to Mr Zagrosi and Mr Kartal for bank statements showing the transfers of monies referred to in the "Agreement sale of the business and freehold" document. At least five requests made directly to the applicant, their agent and the solicitor/director of MHAK Management Ltd by the Licensing Police and the Licensing Authority prior to the hearing on 6 December 2016.

Further investigation shows that one of the principals, Ali Has, at the firm of solicitors who produced the "Agreement sale of the business and freehold" document, is a company director of both the solicitors firm, Morgan Has and MHAK Management

Ltd. It also seems that one of the purchasers, Zerdest Zagrosi, was appointed as a director of MHAK Management London Ltd on 14 November 2016 and the other director is Ali Has, one of the directors of MHAK Management Ltd. This raises further concerns about this being a genuine sale of the business. Appointments for Ali Has attached as **Appendix 9** and Appointments for MHAK Management London Ltd attached as **Appendix 10**.

Summary and Recommendation

There has been a significant breach of licensing requirements in that the licence conditions have not been adhered too, suspected illicit alcohol was being sold at the premises and an underage sale was made during a time that the licensee knew there was an ongoing investigation. The Licence Holder has been made fully aware of his legal obligations by the responsible authorities but there has been a blatant disregard for the need to comply with these requirements.

There has been a blatant attempt to avoid enforcement action by attempting to transfer the licence.

The Licensing Authority recommends that the Licence Committee considers revocation or a significant suspension as an appropriate and proportionate response.

Please tick ✓ yes

Have you made an application for review relating to the premises before

If yes please state the date of that application

Day	Month	Year
┆	┆	┆

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

[Empty box for providing details of representations made before relating to the premises.]

Please tick ✓ yes

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

IT IS AN OFFENCE, LIABLE ON CONVICTION TO A FINE UP TO LEVEL 5 ON THE STANDARD SCALE, UNDER SECTION 158 OF THE LICENSING ACT 2003 TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION

Part 3 – Signatures (please read guidance note 4)

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

Signature

..... 

Date

7.12.16

.....
Capacity

Service Director (Public Protection)
.....

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

Post town

Post Code

Telephone number (if any)

If you would prefer us to correspond with you using an e-mail address your e-mail address (optional)

Notes for Guidance

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



**PREMISES LICENCE
LICENSING ACT 2003**

Premises licence number	LN/15499-040815	Date of original grant*	4 August 2015
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**An annual fee associated with this licence is to be paid on the anniversary of the original grant date.*

Postal address of premises, or if none, ordnance survey map reference or description 89-91 HOLLAND WALK			
Post town	London	Post code	N19 3XU
Telephone number			

Where the licence is time limited the dates
Not Applicable

Licensable activities authorised by the licence
Ground Floor
<ul style="list-style-type: none"> The sale by retail of alcohol

The times the licence authorises the carrying out of licensable activities																												
<ul style="list-style-type: none"> The sale by retail of alcohol: <table border="0"> <tr><td>Monday</td><td>10:00</td><td>to</td><td>23:00</td></tr> <tr><td>Tuesday</td><td>10:00</td><td>to</td><td>23:00</td></tr> <tr><td>Wednesday</td><td>10:00</td><td>to</td><td>23:00</td></tr> <tr><td>Thursday</td><td>10:00</td><td>to</td><td>23:00</td></tr> <tr><td>Friday</td><td>10:00</td><td>to</td><td>23:00</td></tr> <tr><td>Saturday</td><td>10:00</td><td>to</td><td>23:00</td></tr> <tr><td>Sunday</td><td>10:00</td><td>to</td><td>22:30</td></tr> </table> 	Monday	10:00	to	23:00	Tuesday	10:00	to	23:00	Wednesday	10:00	to	23:00	Thursday	10:00	to	23:00	Friday	10:00	to	23:00	Saturday	10:00	to	23:00	Sunday	10:00	to	22:30
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The opening hours of the premises:																												
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Saturday	07:00	to	23:00																									
Sunday	07:00	to	22:30																									

Where the licence authorises supplies of alcohol whether these are on and/or off supplies
Off Supplies

Name, (registered) address, telephone number and e-mail (where relevant) of holder of premises licence

MHAK Management Ltd
Unit1, Bellfleur Crescent
Red Lodge, Bury Lodge
Bury St Edmonds
Surrey IP28 8XQ

Registered number of holder, for example company number, charity number (where applicable)

08615641

Name, address and telephone number of designated premises supervisor where the premises licence authorises the supply of alcohol

Ibrahim Has

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises the supply of alcohol

LBH-PER-N-0255 – LB Hackney

Islington Council
Public Protection Division
222 Upper Street
London
N1 1XR
T: 020 7527 3031
E: licensing@islington.gov.uk


Service Manager (Commercial)

10/9/15
Date of Issue

Annex 1 - Mandatory conditions

1. No supply of alcohol may be made under the premises licence:
 - a) at a time when there is no designated premises supervisor in respect of the premises licence, or
 - b) at a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.
2. Every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.
3. All door supervisors shall be licensed by the Security Industry Authority.
4. The admission of children to the exhibition of a film shall be restricted in accordance with the recommendation of a film classification body as defined in the Video Recordings Act 1984 or Islington Council acting as the licensing authority where it has given notice in section 20(3) of the Licensing Act 2003.

There are further 'Mandatory conditions' applicable to licences authorising the supply of alcohol. A full list of the current mandatory conditions is available from the licensing pages on Islington's web site, www.islington.gov.uk. This list is subject to change by order of the Secretary of State and licensees and other responsible persons are advised to ensure they are aware of the latest conditions.

Annex 2 - Conditions consistent with the Operating Schedule

1. The store shall be managed and manned by trained members of staff.
2. Underage prosecution signs shall be clearly displayed and visible within the store at the point of sale.
3. A till prompt shall be used to ask staff to carry out proof of age checks on items that are age restricted.
4. The Nisa Group shall carry out random checks by the area manager and mystery customers visits to check internal systems and ensure that the store and staff are fully up to date and weaknesses are highlighted where relevant.
5. The "Challenge 25" policy shall be fully integrated into the store and staff training manuals.
6. People suspected of purchasing alcohol for under age children shall be banned from the store.
7. Fire exits and relevant signage shall be clearly displayed and visible.
8. Staff shall be given induction training in cases of fire hazards and public assembly points shall be allocated in case of emergency.
9. A fully operational first aid kit shall be kept on site at all times.
10. Loitering outside the store shall be banned to prevent noise and general nuisance.
11. All members of staff shall be trained and retrained at periodical refresher training sessions.
12. No spirits shall be purchased in a resealed box, without thorough checks being made to ensure it is legal to sell.
13. The licensee will immediately report to Trading Standards any instance of a caller to the shop attempting to sell alcohol.
14. Only alcoholic drinks which are detailed on invoices will be purchased or accepted as part of a 'free' offer. Invoices (or copies) for all alcoholic goods on the premises will be made available to officers from the council, police or HMRC upon request.
15. An ultra-violet light will be available at the premises for the purpose of checking the UK Duty Stamp on spirits as soon as practical after they have been purchased.

16. If any spirits bought by the business have UK Duty Stamps that do not fluoresce under ultra-violet light, or are otherwise suspicious, the licensee shall identify the supplier to Islington Trading Standards as soon as possible.
17. The licensee shall adopt 'Challenge 25', the Retail of Alcohol Standards Group's advice for off-licences, and promote it through the prominent display of posters.
18. The licensee shall ensure that staff are trained about age restricted products and ensure that they sign to confirm that they have understood the training. The training shall include the assessment of age; making a challenge; acceptable proof of age; and recording refusals. The licensee shall keep records of training and instructions given to staff, detailing the areas covered, and make them available for inspection upon request by the licensing team, police or trading standards.
19. The licensee shall put arrangements in place to ensure that before serving alcohol to persons they believe to be less than 25, staff ask to see accredited proof of age: that is, proof of age cards carrying the 'PASS' logo (and no others), a Passport, or UK Driving Licence bearing the photograph and date of birth of the bearer.
20. The licensee shall require staff to note any refusals to sell to young people in a refusals log. The refusals log shall be checked and signed monthly by the designated premises supervisor. The refusals log shall be made available for inspection upon request by the licensing team, police or trading standards.
21. CCTV shall be installed, operated and maintained in agreement with the Police. Maintained means that the system will be regularly serviced (at least once a year) and checked every two weeks to ensure that it is storing images correctly and a log kept and signed by a Supervisor to this effect. The system will provide an identifiable full head and shoulder image of everyone entering the premises and will operate in any light conditions within the premises. The system will cover the full exterior of the premises and shall record in real time, date and time stamped and will operate whilst the premises is open for licensable activities. The recordings will be kept for a minimum of 31 days and copies will be made available to an Authorised Officer or a Police Officer (subject to the Data Protection Act 1998) within 24hrs of any request free of charge. There will always be a member of staff on duty who can operate the system, to allow Officers to view recordings and if required by a Police Officer, provide a copy of images immediately free of charge to assist in the immediate investigation of offences. If the system malfunctions and will not be operating for longer than one day of business then Police must be informed.
22. No high strength beer, lager or cider of 6.5% abv or above shall be sold other than premium beer, lager or cider priced at £1.95 or above per 500ml.
23. The premises shall have a panic button directly linked to the local Police station.

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

1. A personal licence holder shall be on site at all times during the hours permitted for the sale of alcohol.

Annex 4 – Plans

Reference Number: 201586732 Date: 18/05/2015



Licensing Team
Public Protection Division
222 Upper Street
London N1 1XR

MHAK Management Ltd
Unit 1, Bellfleur Crescent
Red Lodge, Bury Lodge
Bury St Edmonds
Surrey IP28 8XQ

T 020 7527 3882
F 020 7527 3057
E katie.tomashevski@islington.gov.uk
W www.islington.gov.uk

This matter is being dealt with by:
Katie Tomashevski

Our ref: WK/16002115
Your ref:

Date: 8 July 2016

Dear Sirs,

LICENSING ACT 2003 - WARNING LETTER

NISA, 89-91 HOLLAND WALK, LONDON N19 3XU

I am writing to you, as the licensee for the above premises, regarding a visit made by Council Officers to the premises on 6 July 2016 at 10:50 where they found the premises open and using the premises licence. During the visit the Licensing Officer spoke to Zerdest Zagrosi.

There were a number of issues that I would like to bring to your attention:

- 1 The Licensing Officer noted that the time on the monitor for the CCTV was an hour out. When we asked Mr Zagrosi to show us footage from 7 June 2016, he was unable to do so. It seems that the earliest footage available was from 30 June and not the required 31 days. Both of these issues are a breach of Annex 2 Condition 21.
- 2 We asked to see the refusal log book Mr Zagrosi informed us that refusals were kept electronically but he could not produce a record for us to inspect. This is a breach of Annex 2 Condition 20.
- 3 We asked to see the ultra-violet light to check the UK Duty Stamp on spirits as required by Annex 2 Condition 15 and were told that one was not available.
- 4 The fire exit was not with relevant signage and clearly displayed or visible. This is a breach of Annex 2 Condition 7. It was also noted that there were no fire extinguishers at the premises and the fire alarm (break glass) was not properly labelled. Please supply a copy of the fire risk assessment to this office by 14 July at mid-day.
- 5 We asked to see the training records as required by Annex 2 Condition 18 and were told that all the training records for staff were kept at head office. Please supply a copy of the details of training for your staff by 14 July at mid-day.
- 6 The Trading Standards officer requested invoices for the wine that was on sale for two 750cl bottles for £5. We were told that invoices were kept at head office and none were available at the premises. This is a breach of Annex 2 Condition 14 as it is required to keep the documents or copies of them on the premises.

- 7 When questioned neither Mr Zagrosi nor Mr Kartal have a personal licence. This is a breach of Annex 3 Condition 1.
- 8 We did not ask to see the panic button directly linked to the local police station as required by Annex 2 Condition 23 so ask that you supply us with the details of the provider and records for this service by 14 July at mid-day.

You will be aware that prior to the grant of this premises licence there were a number of issues with previous licensees and the licence was revoked. You assured our Licensing Sub Committee that the premises would be properly run. We expect that the breaches of the licence to be rectified in

As the licensee at the premises, you are liable for prosecution if the premises continue to contravene current licence. A person found guilty of such an offence is liable to a maximum fine of £20,000 and or 6 months imprisonment. Any future breaches could result in the Council instigating legal proceedings or review the licence.

Please be aware that following this unsatisfactory visit the premises will continued to be monitored for compliance.

Should you have any queries on any of the above licensing matters than please do not hesitate to contact us.

Yours sincerely



Katie Tomashevski
Licensing Officer



ISLINGTON

Trading Standards Service
Public Protection Division
222 Upper Street
London N1 1XR

Tel : 020 7527 3874
E-mail : doug.love@islington.gov.uk
W www.islington.gov.uk

Date: 21/07/16

MHAK Management Ltd
Unit1, Bellfleur Crescent
Red Lodge, Bury Lodge
Bury St Edmonds
Surrey
IP28 8XQ

Dear Sirs,

**RE: NISA, 89 HOLLAND WALK, N19 3XU
LICENSING ACT 2003
CONSUMER PROTECTION from UNFAIR TRADING REGULATIONS 2008**

I am writing to invite you to attend an interview after enforcement visits by Katie Tomashevski of Licensing and myself on 6th July 13th July 2016.

At the first visit, breaches of premises licence conditions were noted and a request for invoice for certain items was made. Ms Tomashevski wrote to you on 8th July in regard to this visit.

At the second visit, I seized a number of bottles of Italian wine, which I believe to be non-duty paid. Further breaches of premises licence conditions were noted.

Ms Tomashevski and I are disappointed that no-one from the company has contacted us about these matters, particularly given the discussions we had prior to the licence being granted.

Consequently, we are inviting you to attend a PACE interview, as we wish to ask you questions about the above matters.

- Failures to comply with premises licence conditions are evidence of an offence under section 136 (1) the **Licensing Act 2003**.
 - The **Consumer Protection from Unfair Trading Regulations 2008**. Schedule 1, unfair commercial practice 9, prohibits creating the impression a product is legal to sell when it is not. Displaying non-duty paid goods creates the impression that they are legal to sell, when they are not, so is an offence under section 12.
-
- Any interview will be take place at these offices
 - The interview will comply with the PACE codes of practice
 - You will be cautioned that what you say may be given in evidence *
 - The interview will be recorded
 - You may be accompanied by a legal representative
 - You may stop the interview at any time.

PACE caution: You do not have to say anything, but it may harm your defence if you do not mention when questioned something which you later rely on in Court. Anything you do say may be given in evidence.

We will also ask you questions about the business; your knowledge of the law; and where the seized goods came from. You will have a chance to say anything you like about the allegations at

the end of the interview. Please bring with you any documents, records or other things that you might refer to during the interview.

I propose the interview should take place on **Thursday 18th August at 2pm**, if this is convenient.


I recommend that you seek independent legal advice before attending an interview.

If you wish to be interviewed, please contact me (or Ms Tomashevski on 020 7527 3882, as I am away for the next three weeks) to confirm attendance and arrange a mutually convenient time. If you choose not to be interviewed, please confirm this in writing (e-mail or letter).

Please contact me if anything in this letter needs further explanation or if you have any questions.

Yours sincerely

Doug Love
Principal Consumer Services Officer



Travel Green
to the Municipal Offices, 222 Upper Street

Cycle
There are public cycle racks at the front of the building


Walk
Find us on the London A to Z map, page 50 (B6)

Tube
Victoria line to Highbury & Islington Station (3 min walk)

Rail
Silverlink (North London Line) or
WAGN (Great Northern Line)
to Highbury & Islington Station (3 min walk)

Bus
Routes 4, 19, 30 & 43 to stops E, F & G
Routes 277 to stops C & D
Routes 271 & 393 to stops A & B

Accessibility
● Parking (020 7527 1976) ● Building ● WC



ISLINGTON

Tomashevski, Katie

From: Love, Douglas
Sent: 17 August 2016 09:55
To: Tomashevski, Katie
Subject: FW: FW: Invitation to interview

From: mhakretail london [mailto:mhakretail.london@gmail.com]
Sent: 16 August 2016 21:40
To: Love, Douglas
Subject: Re: FW: Invitation to interview

Dear Douglas Love,

We are very sorry for the lack of communication about the issues you have raised in your letter and during the visits to the store. We have since been working with the local management to address all of the concerns raised and feel that the store is now fully up to date with its procedures relevant to its licensing requirements.

However, unfortunately the relevant person to be interviewed on the proposed date is currently on annual leave until the 12 of September 2016. We would therefore be grateful if this could be postponed until then so that there is an effective interview.

As stated above, we are sincerely apologetic for the lack of communication prior to this which was mainly born from an internal admin oversight.

Thank you in advance for your cooperation.

Kind regards,

On 16 August 2016 at 13:43, Love, Douglas <Douglas.Love@islington.gov.uk> wrote:

Dear Sirs,

I note that I have not received any response to my letter, attached, whether it is the requested invoices or confirmation of whether you will be attending the proposed interview on Thursday, or not.

If the business does not respond at all, it is very likely that my manager will want me to review the premises licence. Please contact me as soon as possible.

Regards,

Doug

From: Love, Douglas
Sent: 21 July 2016 11:20
To: 'Mhakraetailondon@gmail.com'
Cc: Tomashevski, Katie
Subject: Invitation to interview

Dear Sirs,

Please find, attached, a letter inviting the company to interview after evidence of offences was detected at recent enforcement visits.

I have put a hard copy in the post.

Kind regards,

Doug Love

Islington Trading Standards

This e-mail is intended for the addressee only. If you have received it in error, please contact the sender and delete the material from your computer. Please be aware that information in this email may be confidential, legally privileged and/or copyright protected.

To: Katie Tomashevski / Doug Love
Licensing Team
Public Protection Division
222 Upper Street
London N1 1XR

29th September 2016

Dear Sir/Madam,

Re: NISA, 89-91 HOLLAND WALK, LONDON N19 3XU

We are writing to you as a result of our company's internal investigation in to the matters you have raised in your letter dated 8th July 2016. For the avoidance of doubt, we have taken your letter very seriously and as a result have taken drastic steps in relation to this particular store. Unfortunately, the manager whom we entrusted for the running of this store failed, above all, to inform us of the issues raised in your said letter and has since been dismissed.

As a result of our own investigations into the failings at the store, we have identified that a number of staff did not comply with our company's policies and or training which was given. Mr. Ibrahim Has who was the DPS of the premise has been dismissed since 5th September 2016.

Since these dismissal and more importantly as a result of commercial calculations we can confirm that we have now decided to sell the business onto third parties.

To this end, we can confirm that we have agreed to sell the business to Mr. Buluthan Kartal and Mr. Zerdest Zagrosi following our board meeting on the 7th September 2016. As a result, the Premise Licence had been transferred to Mr. Buluthan Kartal with immediate affect. Our company has no more interest at 89-91 Holland Walk, London N19 3XU other then been leaseholder, which is currently in the process of being transferred to the said new owners.

We would be happy to assist you any further if you require further information.

Yours Sincerely,

Mr. Mustafa Has
Company Secretary
For and on behalf of Mhak Management Ltd

Dated

17th October

2016

**MHAK MANAGEMENT
LIMITED**

AND

BULUTHAN KARTAL

AND

ZERDEST ZAGROSI

AGREEMENT

**Sale of the business
and leasehold premises at
89/91 Holland Walk
London N19 3XU**

MORGAN HAS
solicitors

**1st & 2nd Floor,
133 Stoke Newington High Street
Stoke Newington
London N16 0PH
Tel: 020 7249 1337
Fax: 020 7249 1338**

AGREEMENT

(Incorporating the Standard Commercial Property Conditions - Second Edition)

Agreement date: 17th October 2016

Seller: MHAK MANAGEMENT LIMITED
(Comp. Reg. No.: 08615641) whose
registered offices is at Unit 1 Bellfleur
Crescent Red Lodge Bury Lodge Bury
St Edmonds Surrey IP28 8XQ

Buyer: BULUTHAN KARTAL of

ZERDEST ZAGROSI of

Property: Ground Floor, 89/91 Holland Walk,
Islington, London N19 3XH

Freehold/Leasehold: Leasehold

Root of Title/Title Number:

Incumbrances on the Property: All those matters contained or referred to
in the Registers of title at HM Land
Registry save for financial charges.

**Title Guarantee:
(Full/Limited)** Full Title Guarantee

Completion Date:

Contract Rate: 4% above the base rate of Lloyds Bank
TSB from time to time subsisting

Purchase Price:

Deposit: £

Amount Payable for Chattels:

Amount Payable for Stock:

Balance:

The Seller will sell and the buyer will buy the Property for the Purchase Price.

The Agreement continues on the next page.

WARNING

**This is a formal document, designed to create legal rights and legal obligations.
Take advice before using it.**

SPECIAL CONDITIONS

1. (a) This Agreement incorporates the Standard Commercial Property Conditions (Second Edition) ("Conditions"). Where there is a conflict between those conditions and this Agreement, this Agreement prevails.

(b) Terms used or defined in this Agreement have the same meaning when used in the conditions.
2. The Property is sold with vacant possession on completion.
3. The property is sold subject to the Incumbrances on the Property and the Buyer will raise no requisitions on them.
4. Subject to the terms and Conditions of this Agreement the Seller is to transfer the property with the title guarantee specified on the front page of this Agreement.
The transfer to the Buyer shall include the following provisions:
 - i) For the purpose of Section 6 (2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee.
 - ii) The Transferor shall not be liable under the covenant implied by Section 4 of the Law of Property (Miscellaneous Provisions) Act

1994 for any breach of the terms of the Lease concerning the state and condition of the Property and the Registrar is requested to note such modification on the register.”

iii) For the purpose of the covenant implied into the Transfer by the Law of Property (Miscellaneous Provisions) Act 1994 the Transferors are not to be considered to be aware of an action of another person merely because it is or was known to or notice of it was given to a predecessor in title.

iv) This Transfer is made with full title guarantee but so that the Transferor will not be liable for any subsisting breach of a term of the Lease relating to state and condition of the property as at the date of this Transfer.

5. The Completion Date shall be the completion date stated on the front page of this Agreement and not as provided for in Conditions 8.1.1. The Seller shall not be required to complete on a particular day if the money due at completion is received or tendered after 3.30pm on that day.

6. The chattels on the Property and shown as included on any attached list are included in the sale.

7. Subject to the terms and Conditions of this Agreement the Seller will sell the business of an off-licence and the Buyer shall purchase for the consideration stated at Purchase Price on Completion Date:

7.1 The business as a going concern and

7.2 All the property assets and rights of the business including but without limitation to the following apportioned accordingly:

Goodwill:

Lease:

Fixtures & Fittings:

8. 10% of the Deposit due on exchange of this Agreement is to be paid to the Seller's solicitors as stakeholders by either sending a client account cheque or by sending the sum due to the Seller's solicitor's client account via CHAPS transfer.
 - 9.1 If the amount of Deposit tendered is less than 10% of the Purchase Price the balance of the full 10% Deposit due shall at all times be due to the Seller and payable forthwith on demand as if it were a liquidated debt.
 - 9.2 From the date fixed for completion the balance of the full 10% Deposit due shall carry interest at the Contract Rate.
 - 9.3 Without prejudice to any other claims of whatsoever nature that the Seller may have against the Buyer arising from this Agreement and/or the Buyer failing to complete the same, Clause 9 shall remain in full force and effect as a separate agreement notwithstanding any cancellation of the Agreement.
9. The Seller shall on completion date supply to the Buyer full details of the any business debts outstanding and the Buyer shall as agent for the Seller use all reasonable endeavours (but without being required to commence legal proceedings) to collect these debts. The Seller shall also permit the Buyer and its advisors on notice of not less than 48 hours to have reasonable access to all the Seller's books and records relating to the business and at their expense to take copies thereof.
10. The Seller will take reasonable steps to ensure the Property is transferred in the same physical state (fair wear and tear excepted) as it was at the Agreement date or on the date of delivery of occupation of the Property, which ever is the earliest. This obligation does not extend to matters over which the Seller has no control or against which a prudent buyer will insure such as fire flood storm tempest malicious damage subsidence heave and other risks usually covered by a comprehensive insurance policy.
11. Title having been deduced to the Buyer's Solicitors prior to the date of this Agreement in the form referred to in Conditions 6.1 the Buyer shall:
 - 10.1 Accept title to the Property as deduced,

10.2 Shall raise no requisition or objection in relation to it, and

10.3 Shall be deemed to buy the Property knowing and fully accepting the Seller's title to the Property

12. The Property is sold subject to:

- i) All matters (*including any overriding interests as defined under section 70(1) of the Land Registration Act 1925 without obligation to the Seller to specify the same*) disclosed or which might reasonably be expected to be disclosed as a result of searches or enquiries formal or informal whether personal or in writing made by or on behalf of a buyer or which a prudent buyer ought to make of the relevant authorities.
- ii) All rights of way water light and other rights liabilities easements quasi easements and public rights what so ever and to any liability to repair or to contribute to the repair of sewers drains road ways passages fences or other like matters and to all encumbrances of whatever nature.
- iii) All resolutions, directions, orders, notices and other requirements made by or from Local Authority affecting the Property.
- iv) All actual or proposed charges orders notices agreements restrictions conditions or other matters arising under the Town and Country Planning Acts and the authorised use thereunder.
- v) All local land charges (*whether registered or not before the date of this Agreement*) and all matters capable of registration with any local statutory or other Authority pursuant to any statute or subordinate legislation.
- vi) All bye laws and statutory regulations which may affect the Property.

13. All rent rates gas electricity water and other outgoing charges relating to the Property or payable in respect of the business up to the completion date or up to the date the Buyer took occupation of the Property, which ever is the earliest, shall be borne by the Seller. Thereafter i.e. from the completion date or from the date the Buyer took occupation of the Property, which ever is the earliest, shall be born by the Buyer. Any rent or other payments received in respect of the Property or the business up to the given time is to belong to and be payable to the Seller and from that time shall belong to and be payable to the Buyer. Such payments and outgoings received shall be apportioned accordingly.
14. The Buyer hereby admits that he has inspected the Property and he enters into this Agreement solely as a result of such inspection and upon the basis of the terms of this Agreement and that in making this Agreement no statement made by the Seller or his agent has induced him to enter into this Agreement.
15. It is hereby agreed and declared that for the purposes of Value Added Tax ("VAT") the business hereby agreed to be sold to the Buyer is sold to the Buyer as a going concern and provided that at the time of supply the Buyer is a taxable person for the purposes of VAT and is registered for VAT at HM Customs & Excise and produces satisfactory evidence of those facts in the form of a Certificate of Registration for VAT to the Seller prior to the Completion Date shall not be chargeable on any part of the Price or on the price for the Stocks but in case the foregoing condition shall not be fulfilled the Buyer shall pay or indemnify the Seller against any VAT chargeable in respect of the sale.
- All sums made payable by this Agreement are exclusive of VAT and if any such sum is or becomes subject to VAT it shall be deemed for all purposes to be increased by VAT which is in addition to be paid by the relevant party at the same time as the sum on which it is chargeable.
16. If the Seller's or the Buyer's solicitors serve a Notice to Complete in accordance with Conditions 8.5 then the party receiving such notice shall be liable to pay the other party's legal fees of not less than £150 plus VAT for service of such notice. This payment will be in addition to the Purchase Price and any other sums due under this Agreement.

17. If after completion the Seller will remain bound by any obligation or covenant affecting the Property the Buyer is to covenant with the Seller in the assurance to him to observe and perform such obligations or covenants and to indemnify the Seller in respect of any future breach thereof.
18. This Agreement is personal to the Buyer and shall not be capable of assignment and the Seller shall not be required to transfer the property in whole or in part to anyone other than the Buyer or the Buyer's personal representative.
19. This Agreement incorporates the entire agreement between the parties hereto and the Buyer acknowledges that he has not entered into this Agreement in reliance upon any statement or representation made to him by the Seller or by the Seller's Solicitors prior to the date hereof.
20. If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.
21. In the light of the decision of *William Sindall Plc v. Cambridge County Council* it is hereby agreed and declared that replies to any enquiries are given to the best knowledge, information and belief of the Seller but neither the Seller nor their solicitors have made any further enquiries into such matter (such as, but without limitation, conducting a site inspection or making specific enquiries of statutory utilities) and the replies are therefore given on this basis.
22. Unless expressly stated nothing in this Agreement will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to this Agreement.

Signature of the Seller:



Signature of the Buyer:

Premises Licence
Compliance Check

Client Name: Mr Buluthan Kartal
Premises Name: Nisa Local
Address: 89-91 HOLLAND WALK
London N19 3XU

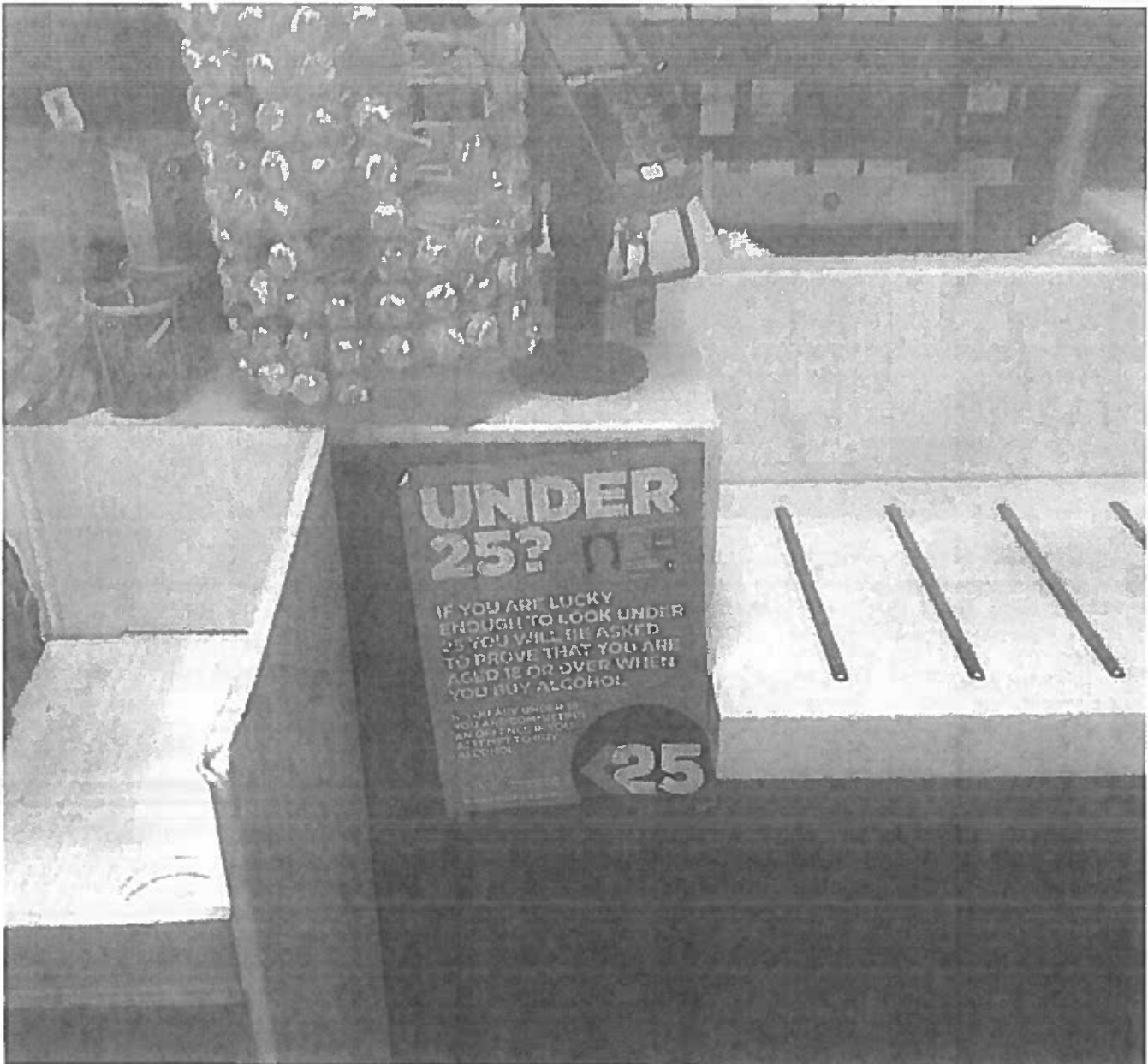
Photo 1- Shop front



Premises Licence
Compliance Check

Client Name: Mr Buluthan Kartal
Premises Name: Nisa Local
Address: 89-91 HOLLAND WALK
London N19 3XU

Photo 2 Underage Notice 1





Voice of Turkish & Kurdish Food Industry in Britain

Premises Licence Compliance Check

Client Name: Mr Buluthan Kartal
Premises Name: Nisa Local
Address: 89-91 HOLLAND WALK
London N19 3XU

Photo 3 CCTV Monitor



Premises Licence
Compliance Check

Client Name: Mr Buluthan Kartal
Premises Name: Nisa Local
Address: 89-91 HOLLAND WALK
London N19 3XU

Photo 4 Underage Notice 2



Premises Licence
Compliance Check

Client Name: Mr Buluthan Kartal
Premises Name: Nisa Local
Address: 89-91 HOLLAND WALK
London N19 3XU

Photo 5 Fire Exit Notice



Premises Licence Compliance Check

Client Name: Mr Buluthan Kartal
Premises Name: Nisa Local
Address: 89-91 HOLLAND WALK
London N19 3XU

Photo 6 EPOS Till Prompt



Premises Licence
Compliance Check

Client Name: Mr Buluthan Kartal
Premises Name: Nisa Local
Address: 89-91 HOLLAND WALK
London N19 3XU

Photo 7 No Loiterers



Client Name: Mr Buluthan Kartal
Premises Name: Nisa Local
Address: 89-91 HOLLAND WALK
London N19 3XU

Photo 9 Condition 22 compliance



Premises Licence
Compliance Check

Client Name: Mr Buluthan Kartal
Premises Name: Nisa Local
Address: 89-91 HOLLAND WALK
London N19 3XU

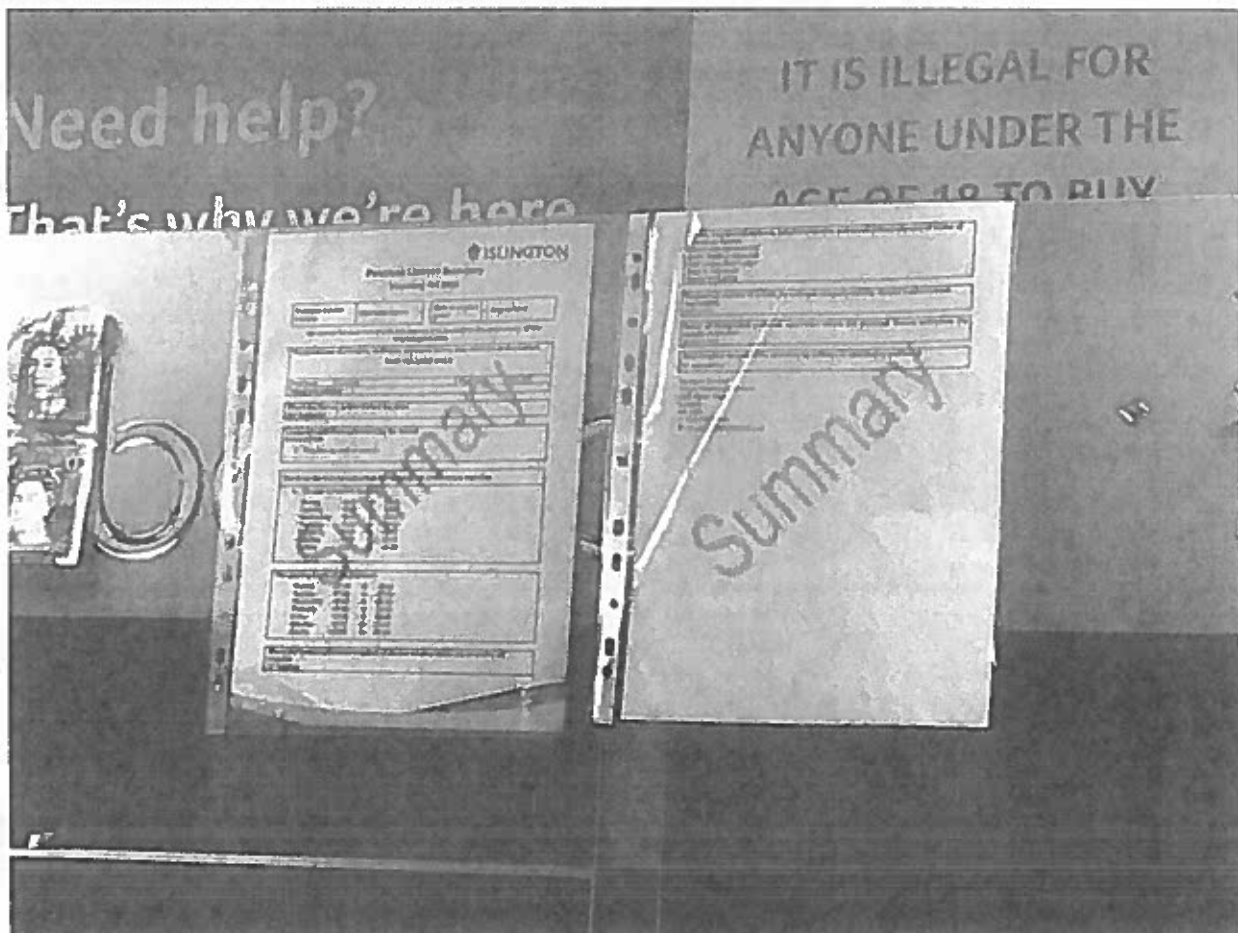
Photo 10 UV Light



Premises Licence Compliance Check

Client Name: Mr Buluthan Kartal
Premises Name: Nisa Local
Address: 89-91 HOLLAND WALK
London N19 3XU

Photo 11 Premises Licence Summary displayed



Statement of: Graham Hopkins

Age: Over 18

Occupation: Licensing Consultant

**Business: GT Licensing Consultants, 55 Codenham Green,
Basildon, Essex, SS16 5DT.**

I am Graham Hopkins Licensing Consultant at GT Licensing Consultants. I have worked as a Licensing Consultant since 2007.

I was previously employed by a London Borough Council for three years as a Licensing Officer and subsequently as a Licensing Compliance Officer for six months for a District Council. I was also the Tenant of a Kent based public house for two years. Prior to this I worked for HM Customs and Excise for nearly 25 years reaching the rank of Senior Executive Officer. I have a personal licence and hold the BIIAB Award for Personal Licence Holders and BIIAB Award for Licensing Practitioners.

On Monday 24th October I was contracted by Mr Mahir Kilic of NARTS to visit Nisa Local, 89 / 91 Holland Walk, London N19 3XU to undertake a licensing compliance check. On arrival at the Nisa Local shop I met Mr Buluthan Kartal the applicant for the transfer of the premises licence and DPS variation and the current interim DPS.

Mr Kartal was the only person on duty on the till but there was another member of staff on duty in the shop. I noticed that the summary of the premises licence was correctly displayed on the wall behind the counter. Mr Kartal advised that it showed the previous DPS as the variation is currently being processed.

The premises licence for the Nisa Local is numbered LN/15499-040815 grant date 4th August 2015 issued by London Borough of Islington.

I went through the conditions of the premises licence with Mr Kartal carrying out physical checks and taking photographs as appropriate.

I explained the mandatory conditions of the Licence. Mr Kartal is the current DPS and has been granted personal licence number 081138 by the London Borough of Hackney. He has not yet received the actual personal licence as Hackney Council are having ongoing problems in printing them off. He has received a written confirmation from LB Hackney of the grant. I was satisfied Mr Kartal was aware of the condition that alcohol must not be sold below the minimum duty / VAT inclusive price.

I worked through the Annexe 2 and Annexe 3 conditions attached to the premises licence number LN/15499-040815.

Annexe 2 Conditions:

1 No training records were kept on the premises. Mr Kartal stated that the records were kept elsewhere and I advised him they should be kept at the shop to comply with the condition. He stated the records were up to date but I could not verify this.

2 Challenge 25 signs displayed by the till, over the counter and at other points through the shop. Photographs taken.

3 There is an automatic till prompt on the EPOS till which is activated when age restricted products are scanned in. Photograph taken.

4 Mr Kartal confirmed that Nisa Group carry out mystery shopping trips. No records were available regarding mystery shopping visits. This is understandable.

5 Mr Kartal advised that Challenge 25 is incorporated in the staff training manual but could not show me one. I advised him the training manuals should be kept in the shop.

6 Mr Kartal was fully aware of this condition and that persons buying / attempting to buy alcohol for under age persons should be barred from the shop. I checked the shop frontage and there were no young or other persons loitering outside and the area is clearly covered by the CCTV and shown on the monitors.

7 Fire exit sign displayed by front door. Photograph taken.

8 Mr Kartal said staff are trained re fire safety procedures but I could not confirm this as no training records were kept on site.

9 First aid kit seen.

10 Mr Kartal said this condition is enforced. As stated at condition 8 there were no young or other persons loitering outside.

11 Mr Kartal said training was up to date but I could not confirm this as no training records were kept on site. I advised him that training records for all staff must be kept on site to evidence compliance with the condition.

12 Mr Kartal was aware of this condition and I saw no evidence of any resealed spirits boxes.

13 Mr Kartal was fully aware of this condition. I advised him to keep a written record of any reports to Trading Standards.

14 Mr Kartal was aware of this condition. I went through it with him. I asked to see some invoices for purchases of alcohol. He showed me a recent invoice for Polish beers. Mr Kartal said that invoices from NISA are kept on the computer but could be produced on demand. I have no reason to doubt this, but advised him to print off and keep copies of all invoices for alcohol purchases to readily evidence compliance.

15 The ultra violet light was seen and was working. Mr Kartal showed me how to use it on a duty paid label on a 70 cl bottle of Smirnoff vodka which duly fluoresced.

16 Mr Kartal is fully aware of this condition and the need to report cold callers to Trading Standards. I questioned him about this and recommended he keeps a written record of any reports.

17 Challenge 25 is operated and notices prominently displayed. Photographs taken.

18 Mr Kartal stated that this condition is complied with but in the absence of staff training manuals or records I could not confirm this. He was advised staff manuals and training records must be kept at the premises.

19 Mr Kartal stated staff are aware of this condition but in the absence of staff training manuals or records I could not confirm this. However clear signs re Challenge 25 are displayed and there is a till prompt on the EPOS till system. Mr Kartal was advised staff manuals and training records must be kept at the premises.

20 Satisfied condition being complied with and refusals book seen. Sufficient details recorded. Photograph taken.

21 A comprehensive CCTV system is in operation which has some 32 cameras covering the shop and frontage. Monitors are placed in front of the counter and are clearly visible to staff working behind the counter. Mr Kartal confirmed the system has a minimum of 31 days storage of images. The system starts to record by sensing movement.

By observing the monitors staff can check the CCTV system is operational. I asked Mr Kartal about checks to ensure the system is recording and storing images and he was unsure. Similarly he was unsure how to download images. He said his colleague could do this. I drew his attention to the requirement to download images for Police or Authorised Officers on demand.

I advised Mr Kartal to obtain early training from the CCTV company to ensure he and all staff could fully operate the system, ensure the CCTV system was recording properly and that they were able to download images for Officers on demand.

22 I checked a sample range of the stock of beer, lager or cider and saw one craft beer namely a 500 ml bottle of McEwans Champion Ale with a strength of 7.3% ABV (above 6.5% ABV) was being sold with a price of £2.45 per 500 ml bottle. Photograph taken.

23 Condition complied with. The panic button is behind the counter.

Annexe 3 Condition

24 Mr Kartal holds a personal licence and was on duty. There are a total of 4 personal licence holders working at the premises.

ISLINGTON COUNCIL LICENSING SUB-COMMITTEE
DECISION FORM

Licensing Sub-Committee D – 4 August 2015

89-91 Holland Walk, N19 3XU

DECISION

The Sub-Committee have decided to grant the application for a new premises licence in respect of **89-91 Holland Walk, N19 3XU**

- i) To supply alcohol for consumption off the premises 10 am to 11 pm on Monday to Saturday and 10 am to 10:30 pm on Sunday.

Opening hours of the premises to be from 7 am to 11 pm on Monday to Saturday and 7 am to 10.30 pm on Sunday.

- 1. Conditions as outlined in appendix 4 as detailed on page 61/62 of the agenda with the following amendment shall be applied to the licence.

Condition 1 to read. A personal licence holder shall be on site at all times during the hours permitted for the sale of alcohol.

The determination of the sub-committee (including the reasons for the decision) will be provided to you in writing within 5 working days.

Appendix 3

REASONS FOR DECISION

The Sub-Committee listened to all the evidence and submissions and read all the material. The Sub-Committee reached the decision having given consideration to the Licensing Act 2003, as amended, and its regulations, the national guidance and the Council's Licensing Policy.

The Sub-Committee noted that the applicant has previous experience of operating licensed premises both in and outside London. Staff in this store would be uniformed and professional. The applicant had discussed the history of the premises with the police and agreed appropriate conditions in response to their concerns. These included a CCTV condition and a limit on high strength alcohol. The applicant had discussed security with the police and agreed to follow the police recommendation to have trained security personnel in the premises for the first six months of operation. The applicant confirmed that he wanted the store to be an asset to the community. The Sub-Committee noted that in order to obtain a Nisa franchise the applicant was vetted by Nisa itself and Nisa carry out random checks by their area manager and mystery customers. The applicant confirmed that alcohol sales were an important part of the business.

The Sub-Committee noted that the applicant had amended the hours to start trading at 9am but considered that due to the previous history of the premises and concerns regarding street drinking and underage drinking, that the starting hour for licensable activities should commence at 10am.

The Sub-Committee was satisfied that, with the conditions, including the amended condition and the later hour for trading, the licensing objectives would be promoted.

Note of the Committee

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[Site menu](#)

Agenda item

89-91 Holland Walk, N19 3XU - Application for new premises licence

- [Meeting of Licensing Sub Committee B. Tuesday, 4th August, 2015 6.30 pm \(Item 55.\)](#)

Minutes:

The applicant reported that Nisa had 2500 retail stores nationally. They had forty years experience in the retail trade. All staff were uniformed and professional. This was not an independent store. Historical issues regarding the premises had been discussed with the police and conditions agreed. The police had suggested that because of the previous history, security be onsite for six months to give confidence to the community. The company were willing to invest in this and considered it would be an asset for the area.

In response to questions the applicant reported that he had researched the area and understood the previous problems. This would be their third premises. They had been vetted by Nisa and had met their standards. This was their first application for this premises. The area was in need of a local shop. In their other premises, alcohol was 40% of revenue and was an important factor in the business. Other shops were in Suffolk and Sussex although they had previously traded in Stoke Newington so had London experience. They felt that the uniforms and professional environment would deter trouble. It was noted that the licensee was currently away on holiday. It was noted that there would be a personal licence holder on site at all times and not the premises supervisor as stated in the operating schedule. Due to concerns from the police about street drinking, licensing hours were amended to start from 9am and high strength alcohol would not be sold.

In summary, the applicant stated that they would be in regular contact with the police and Safer Neighbourhood Teams.

RESOLVED

a) That the application for a new premises licence in respect of 89-91 Holland Walk, N19 3XU be granted to permit the supply of alcohol for consumption off the premises from 10:00 hours to 23:00 hours Monday to Saturday and from 10:00 to 22:30 on Sunday.

Opening hours of the premises to be from 07:00 to 23:00 hours Monday to Saturday and from 07:00 to 22.30 on Sunday.

b) Conditions as detailed on page 61 and 62 of the agenda, with the following amendment, shall be applied to the licence.

Condition 1 to read. A personal licence holder shall be on site at all times during the hours permitted for the sale of alcohol.

REASONS FOR DECISION

The Sub-Committee listened to all the evidence and submissions and read all the material. The Sub-Committee reached the decision having given consideration to the Licensing Act 2003, as amended, and its regulations, the national guidance and the Council's Licensing Policy.

The Sub-Committee noted that the applicant has previous experience of operating licensed premises both in and outside London. Staff in this store would be uniformed and professional. The applicant had discussed the history of the premises with the police and agreed appropriate conditions in response to their concerns. These included a CCTV condition and a limit on high strength alcohol. The applicant had discussed security with the police and agreed to follow the police recommendation to have trained security personnel in the premises for the first six months of operation. The applicant confirmed that he wanted the store to be an asset to the community. The Sub-Committee noted that in order to obtain a Nisa franchise the applicant was vetted by Nisa itself and Nisa carry out random checks by their area manager and mystery customers. The applicant confirmed that alcohol sales were an important part of the business.

The Sub-Committee noted that the applicant had amended the hours to start trading at 9am but considered that due to the previous history of the premises and concerns regarding street drinking and underage drinking, that the starting hour for licensable activities should commence at 10am.

The Sub-Committee was satisfied that, with the conditions, including the amended condition and the later hour for trading, the licensing objectives would be promoted.

Supporting documents:

Appendix: 9

Companies House

BETA This is a trial service — your [feedback \(https://www.research.net/r/chbeta\)](https://www.research.net/r/chbeta) will help us to improve it.

Search for companies or officers

Ali HAS

Filter appointments

Current appointments

Apply filter

Total number of appointments 17

Date of birth

September 1979

HAS INVESTMENTS LTD (09678355)

Company status **Active**

Correspondence address

1st & 2nd Floors, 133, Stoke Newington High Street, Stoke Newington, London, United Kingdom, N16 0PH

Role **Active Director**

Appointed on **9 July 2015**

Nationality **British**

Country of residence **Uk**

Occupation **Director**

MHAK MANAGEMENT LONDON LTD (09108971)

Company status **Active**

Correspondence address

89/91 Holland Walk, 89/91 Holland Walk, London, United Kingdom, N19 3XU

Role **Active Director**

Appointed on **1 July 2015**

Nationality **British**

Country of residence **Uk**

Occupation **Company Director**

MAK RETAIL MANAGEMENT LTD (09611072)

Company status **Active**

Correspondence address

1st & 2nd Floors, 133, Stoke Newington High Street, Stoke Newington, London, United Kingdom, N16 0PH

Role **Active Director**

Appointed on **28 May 2015**

Nationality **British**

Country of residence **Uk**

Occupation **Director**

MHAK MANAGEMENT LIMITED (08615641)

Company status **Active**

Correspondence address

Unit 1, Bellfleur Crescent, Red Lodge, Bury Lodge, Bury St Edmonds, Surrey, England, IP28 8XQ

Role **Active Director**

Appointed on **18 July 2013**

Nationality **British**

Country of residence **Uk**

Occupation **Director**

TOMMYFIELDS FISH AND CHIPS LIMITED (08589293)

Company status **Dissolved**

Correspondence address **133 Stoke Newington High Street, London, United Kingdom, N16 0PH**

Role **Director**

Appointed on **28 June 2013**

Nationality **British**

Country of residence **Uk**

Occupation **Director**

KATMER CAFE LTD (08522446)Company status **Dissolved**Correspondence address **110 Stoke Newington High Street, London, United Kingdom, N17 7NY**Role **Director**Appointed on **9 May 2013**Nationality **British**Country of residence **Uk**Occupation **Director**

FIELDS EAT LTD (08310711)Company status **Dissolved**Correspondence address **18 Saxon Road, Wood Green, London, United Kingdom, N22 5EB**Role **Director**Appointed on **28 November 2012**Nationality **British**Country of residence **Uk**Occupation **Director**

LEYLA NURSEL LTD (07736500)Company status **Active**Correspondence address **18 Saxon Road, Wood Green, London, United Kingdom, N22 5EB**Role **Active Director**Appointed on **9 August 2012**Nationality **British**Country of residence **Uk**Occupation **None**

MORGAN HAS SOLICITORS LTD (08042190)Company status **Active**Correspondence address
56a, Sydner Road, Stoke Newington, London, Greater London, United Kingdom, N16 7UG

Role Active **Director**

Appointed on **23 April 2012**

Nationality **British**

Country of residence **Uk**

Occupation **Solicitor**

CAM (UK) INVESTMENTS LTD (08003573)

Company status **Dissolved**

Correspondence address

Mr. Ali Has, 121 Stoke Newington Road, Stoke Newington London, Stoke Newington, United Kingdom, N16 8BT

Role **Director**

Appointed on **23 March 2012**

Nationality **British**

Country of residence **Uk**

Occupation **Director**

ROJ UK LTD (06388738)

Company status **Dissolved**

Correspondence address **201 - 203 Boundary Road, Plaistow, London, E13 9QF**

Role **Director**

Appointed on **1 April 2010**

Nationality **British**

Country of residence **Uk**

Occupation **Director**

KILIC HAS AND ONAY LLP (OC340657)

Company status **Dissolved**

Correspondence address **18 Saxon Road, Wood Green, London, N22 5EB**

Role **LLP Designated Member**

Appointed on **7 October 2008**

Country of residence **Uk**

LE ZIZ RESTAURANT LTD (08551211)

Company status **Active**

Correspondence address **Unit A, Dunbar Tower, Dalston Square, London, England, E8 3DT**

Role Resigned **Director**

Appointed on **31 May 2013**

Resigned on **14 May 2015**

Nationality **British**

Country of residence **Uk**

Occupation **Director**

ALXAS CEVDET LTD (08941918)

Company status **Dissolved**

Correspondence address
133 Stoke Newington High Street, Stoke Newington, London, United Kingdom, N16 0PH

Role Resigned **Director**

Appointed on **17 March 2014**

Resigned on **25 June 2014**

Nationality **British**

Country of residence **Uk**

Occupation **Director**

FORTIS ROSE SOLICITORS LTD (07349581)

Company status **Active**

Correspondence address
Second Floor, 121 Stoke Newington Road, London, United Kingdom, N16 8BT

Role Resigned **Director**

Appointed on **18 August 2010**

Resigned on **18 June 2012**

Nationality **British**

Country of residence **Uk**

Occupation **Company Director**

ROJ UK LTD (06388738)

Company status **Dissolved**

Correspondence address **18 Saxon Road, Wood Green, London, N22 5EB**

Role Resigned **Director**

Appointed on **3 October 2007**

Resigned on **30 November 2008**

Nationality **British**

Country of residence **Uk**

Occupation **Solicitor**

KURDISH COMMUNITY CENTRE (04046072)

Company status **Active**

Correspondence address **18 Saxon Road, Wood Green, London, N22 5EB**

Role Resigned **Secretary**

Appointed on **14 March 2004**

Resigned on **28 May 2007**

Nationality **British**

Occupation **Secretary**

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HAS, Ali

Correspondence address

89/91 Holland Walk, 89/91 Holland Walk, London, United Kingdom, N19 3XU

Role Active **Director**

Date of birth **September 1979**

Appointed on **1 July 2015**

Nationality **British**

Country of residence **Uk**

Occupation **Company Director**

ZAGROSI, Zerdest

Correspondence address

89/91 Holland Walk, 89/91 Holland Walk, London, United Kingdom, N19 3XU

Role Active **Director**

Date of birth **March 1981**

Appointed on **14 November 2016**

Nationality **British**

Country of residence **England**

Occupation **Company Director**
