

Report of: **Service Director, Public Protection**

Meeting of	Date	Agenda Item	Ward(s)
Licensing Sub-Committee	6 December 2016		Hillrise

Delete as appropriate		Non-exempt
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Subject: **PREMISES LICENCE TRANSFER APPLICATION
RE:NISA LOCAL, 89-91 HOLLAND WALK, LONDON N19 3XU**

1. Synopsis

- 1.1 The Police have objected to the applications by the Buluthan Kartal to transfer of the premise licence to his name under the Licensing Act 2003. The Police are the only responsible authority entitled to object to transfer and DPS variation applications.

2. Background

- 3.1 Papers are attached as follows:-

- Appendix 1: transfer application form;
- Appendix 2: Current Premises Licence
- Appendix 3: Police representations;
- Appendix 4: Licensing Warning Letter 8 July 2016;
- Appendix 5: Trading Standards invitation to interview under caution following seizure of illicit alcohol 21 July 2016;
- Appendix 6: Letter from previous licensee MHAK Management Ltd 29 September 2016;
- Appendix 7: Documents submitted by applicant. Rental Agreement, Compliance Check and photos from Compliance Check.
- Appendix 8: Email from Applicant dated 5 November 2016

Appendix 9: map of premise location

- 3.2 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. This premises licence was granted in August 2015. Prior to that the premises was licenced for the sale of alcohol but the licence was revoked in March 2012 following a review by Trading Standards for illicit alcohol and a sale of alcohol to an underage test purchaser.
- 3.3 The previous licensee (MHAK Management Ltd) is currently subject to an investigation following breaches of the premises licence conditions, seizure of illicit alcohol and a sale of alcohol to an underage test purchaser. Details of the reasons for the investigation are set out in the Annex 5 & 6.
- 3.4 On 13 September 2016 MHAK Management Ltd declined to be interviewed under caution through their agent, NARTS. They were invited by Trading Standards to submit written submissions by 30 September 2016. None have been received. However a letter was sent on 29 September by MHAK Management Ltd, nine days after the transfer and DPS variation applications were received, informing the Council that staff had been dismissed and they were selling the business.
- 3.5 The applicant has worked at the premises for the previous licensee since at least 19 December 2015 and has been present during all three joint visits with Licensing and Trading Standards on 6 July 2016, 13 July 2016 and 17 August 2016. On 13 July 2016 the applicant was spoken to on the phone with the Licensing Officer and he was asked who the DPS was and Mr Kartal said that he did not know and was not working and was, "Only helping out".
- 3.6 23 August 2016 a sale of alcohol was made to an underage test purchaser during a Trading Standards operation.
- 3.7 On 28 September 2016 the premises was visited again by Licensing, Trading Standards and the Licensing Police. The applicant was present. The CCTV had only 17 days of footage (contrary to Annex 2 Condition 21). This was the fourth visit since 6 July 2016 to find that the CCTV was not compliant with the condition on the premises licence. The applicant stated that it had been fixed a week before and showed officers an invoice dated 14 September 2016. The invoice for the CCTV was to MHAK Management. When asked for evidence of the sale of the premises the applicant stated that the price had not been agreed and they didn't have anything in writing.
- 3.8 On 25 October 2016 a previous transfer and DPSV application that the Police objected to was to be determined by the LSC. The documents submitted by the applicant on the day of the hearing include: rental agreement, compliance check and photos from compliance check. The applications were withdrawn before the hearing in agreement with the Police.
- 3.9 On 2 November 2016 the Police, Licensing and Trading Standards officers visited the premises to discuss with the applicants the transfer application. At this meeting a request was made for evidence of the sale of the business to the applicants. To date only an email from the previous DPS has been received. Further evidence has been requested but not received.
- 3.10 It should be noted that the Licensing Officer has been told that the solicitors, Morgan Has, and the licensing agent, NARTS, represent both the current licensee MHAK Management Ltd and the applicant Buluthan Kartal. Emails have been sent by the Licensing Officer to both Morgan Has and NARTS asking for conformation of this but at the date of the writing of this report no reply has been received.

3. Recommendations

- 2.1 To determine the application to transfer the premises licence under Section 42 of the Licensing Act 2003.

4. Conclusion and reasons for recommendations

- 4.1 The Council is required to consider this application in the light of all relevant information.

Background papers:

The Council's Statement of Licensing Policy

Licensing Act 2003

Secretary of States Guidance

Final Report Clearance

Signed by


Service Director – Public Protection

25.11.16
Date

Received by

Head of Scrutiny and Democratic Services

Date

Report author: Licensing Service

Tel: 020-7527-3031

E-mail: licensing@islington.gov.uk

* required information

Section 1 of 6

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

Nisa

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

Mr Buluthan

* Family name

Kartal

* E-mail

licensing@narts.org.uk

Main telephone number

Include country code.

Other telephone number

☒ Indicate here if the applicant would prefer not to be contacted by telephone

Is the applicant:

☐ 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 the applicant is applying so the applicant can be employed, or for some other personal reason, such as following a hobby.

Continued from previous page...

Address

* Building number or name	<input type="text"/>
* Street	<input type="text"/>
District	<input type="text"/>
* City or town	<input type="text"/>
County or administrative area	<input type="text"/>
* Postcode	<input type="text"/>
* Country	<input type="text" value="United Kingdom"/>

Agent Details

* First name	<input type="text" value="Miss Yuksel"/>	
* Family name	<input type="text" value="Uyran"/>	
* E-mail	<input type="text" value="licensing@narts.org.uk"/>	
Main telephone number	<input type="text" value="02072413636"/>	Include country code.
Other telephone number	<input type="text"/>	

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

Are you:

- ☒ An agent that is a business or organisation, including a sole trader
☐ A private individual acting as an agent

A sole trader is a business owned by one person without any special legal structure.

Agent Business

* Is your business registered in the UK with Companies House? ☒ Yes ☐ No

* Registration number	<input type="text" value="10041572"/>
* Business name	<input type="text" value="NARTS FOOD & LEISURE LIMITED"/>
* VAT number	<input type="text" value="- none"/>
* Legal status	<input type="text" value="Private Limited Company"/>
* Your position in the business	<input type="text" value="Licensing Consultant"/>

If your business is registered, use its registered name.

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

Home country	<input type="text" value="United Kingdom"/>	The country where the headquarters of your business is located.
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Agent 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 6

PREMISES DETAILS

I/we, as named in section 1, apply to transfer the premises licence described below under section 42 of the Licensing Act 2003 for the premises described in section 2 below.

Premises Licence

* Premise licence number

Name Of Current Premises Licence Holder

* Name

Premises Address

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

☒ Address ☐ OS map reference ☐ Description

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

Further Details

Please give a brief description of the premises

Supermarket and offlicence

Continued from previous page...

Telephone number at the premises if any

Section 3 of 6

APPLICATION DETAILS

In what capacity are you applying for the premises licence to be transferred to you?

- ☒ An individual or individuals
- ☐ A limited company
- ☐ A partnership
- ☐ An unincorporated association
- ☐ 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
- ☐ Other (for example a statutory corporation)

Please 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

Section 4 of 6

INDIVIDUAL APPLICANT DETAILS

Applicant Name

Is the name the same as (or similar to) the details given in section one?

☒ Yes ☐ No

If "Yes" is selected you can re-use the details from section one, or amend them as required. Select "No" to enter a completely new set of details.

First name

Mr Buluthan

Family name

Kartal

Continued from previous page...

Is the applicant 18 years of age or older?

☒ Yes ☐ No

Applicant Postal Address

Is the address the same as (or similar to) the address given in section one?

☒ Yes ☐ No

If "Yes" is selected you can re-use the details from section one, or amend them as required. Select "No" to enter a completely new set of details.

Building number or name	<input type="text" value="11"/>
Street	<input type="text" value="Harleston Close"/>
District	<input type="text"/>
City or town	<input type="text" value="London"/>
County or administrative area	<input type="text"/>
Postcode	<input type="text" value="E5 9NH"/>
Country	<input type="text" value="United Kingdom"/>

Applicant Contact Details

Are the contact details the same as (or similar to) those given in section one?

☒ Yes ☐ No

If "Yes" is selected you can re-use the details from section one, or amend them as required. Select "No" to enter a completely new set of details.

E-mail	<input type="text" value="licensing@narts.org.uk"/>
Telephone number	<input type="text"/>
Other telephone number	<input type="text"/>
<input type="button" value="Add another applicant"/>	

Section 5 of 6

FURTHER INFORMATION

Are you the holder of the premises licence under an interim authority notice?

☒ Yes ☐ No

Do you wish the transfer to have immediate effect?

☒ Yes ☐ No

Have you attached the consent form signed by the existing premises licence holder?

☒ Yes ☐ No

Continued from previous page...

If this application is granted I would be in a position to use the premises during the application period for the licensable activity or activities authorised by the licence (see section 43 of the Licensing Act 2003)?

☒ Yes ☐ No

Have you attached the previous licence?

☐ Yes ☒ No

Please enter your reasons

Premise Licence is lost. However we have summary of the licence on the display at the premise. We will send a fee if requested for the loss copy of the Premise Licence.

Section 6 of 6

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.

This formality requires a fixed fee of £23

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.

☒ 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

Full name

Capacity

* Date / /
dd mm yyyy

Remove this signatory

Add another signatory

**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
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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><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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Thursday	10:00	to	23:00																												
Friday	10:00	to	23:00																												
Saturday	10:00	to	23:00																												
Sunday	10:00	to	22:30																												

The opening hours of the premises:			
Monday	07:00	to	23:00
Tuesday	07:00	to	23:00
Wednesday	07:00	to	23:00
Thursday	07:00	to	23:00
Friday	07:00	to	23:00
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
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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

Your Premises Transfer
Our Licensing/NI
Date: 08/11/2016



**METROPOLITAN POLICE
SERVICE**

Islington Police Licensing Unit
Islington Police Station
2 Tolpuddle Street
London
N1 0YY

Telephone: 07799133204
Email:
licensingpolice@islington.gov.uk

8th November 2016

Nisa Local

**89-91 Holland Walk
LONDON
N19 3XU**

Dear Sir

Re: Premises Transfer, Nisa Local 89-91 Hollands Walk N19.

With reference to the above application, we are writing to inform you that the Metropolitan Police, as a Responsible Authority, will be objecting to this application as it is our belief that if granted the application would undermine the Licensing Objective, Prevention Of Crime and Disorder.

Police have made a number of attempts as to the validity of the lawful purchase of these premises by the applicant. This is to ensure a thorough and transparent operation is in place at the venue. The premises were visited by me on Wednesday the 2nd November 2016. At this meeting I requested evidence of the lawful purchase of the property. This could be by way of contract or other documentation in the applicant's name. I sent a follow up message on Monday the 7th November re-emphasising the need for these documents and giving a deadline of 1200hrs on the 8th November 2016. As of 1600hrs today I have received no communications from the applicant. This includes any rationale as to not being able to produce evidence of his purchase of the property.

At this stage the police position on this application is that we need to be fully satisfied, that the applicant has sole responsibility as to the running of the premises and is not simply a front for any other business/owner. The reason the Metropolitan Police have a vested interest in this, is that this venue has a chequered past and we want to ensure that any licensee at the venue is fully accountable in the business that they are undertaking.

Should you wish to discuss the matter further please contact us on Mobile 07799133204 or via email, licensingpolice@islington.gov.uk

Yours sincerely
Peter Conisbee Pc 575NI
Ben Chadwick Pc 292NI
Steven Harrington Pc 425NI



ISLINGTON

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

MHAK Management Ltd
Unit1, 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



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

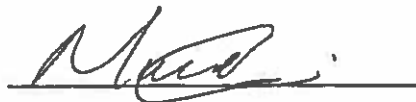
12. The Property is sold subject to:

- 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:



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.

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

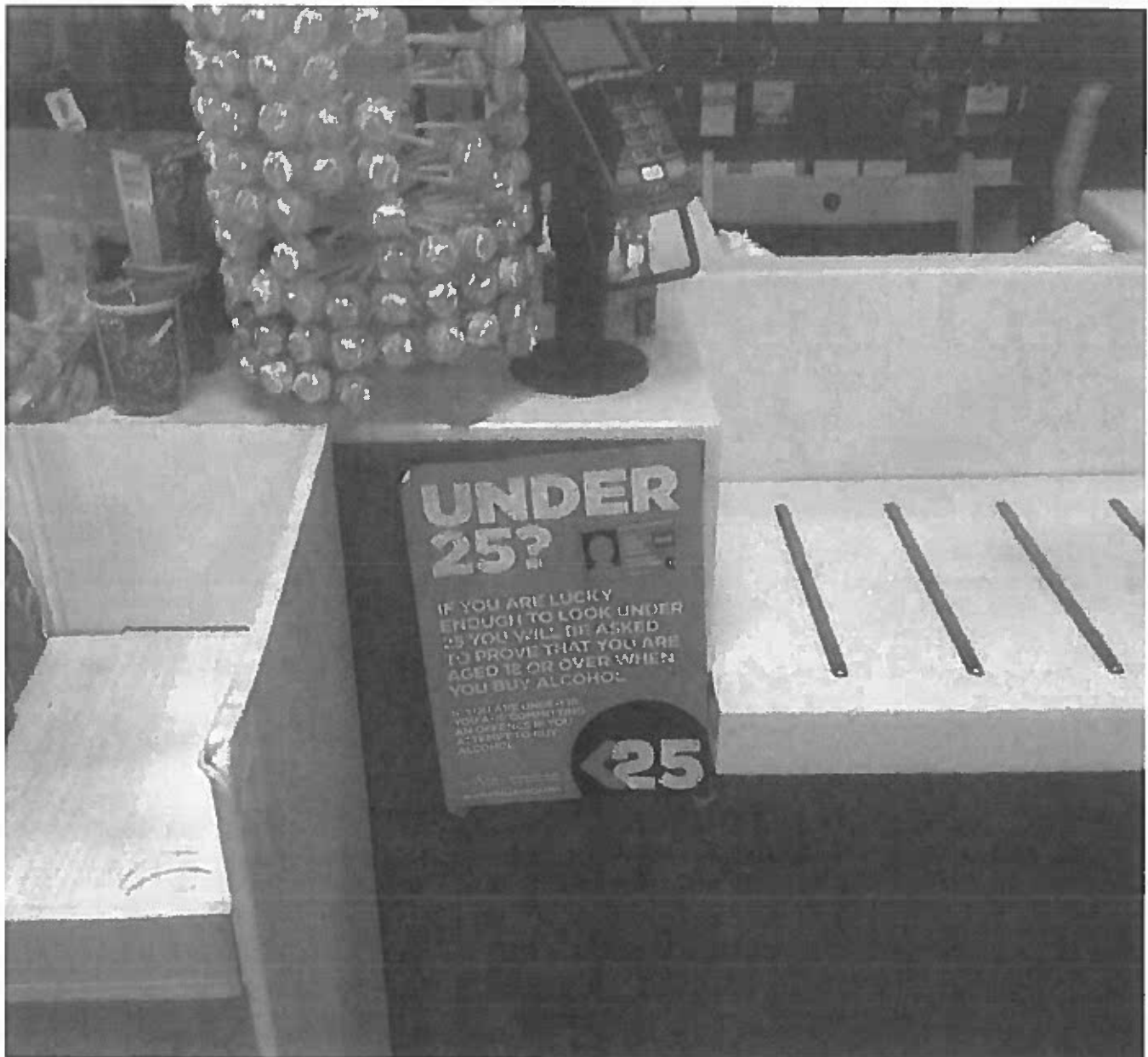


Premises Licence Compliance Check



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

Photo 2 Underage Notice 1



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



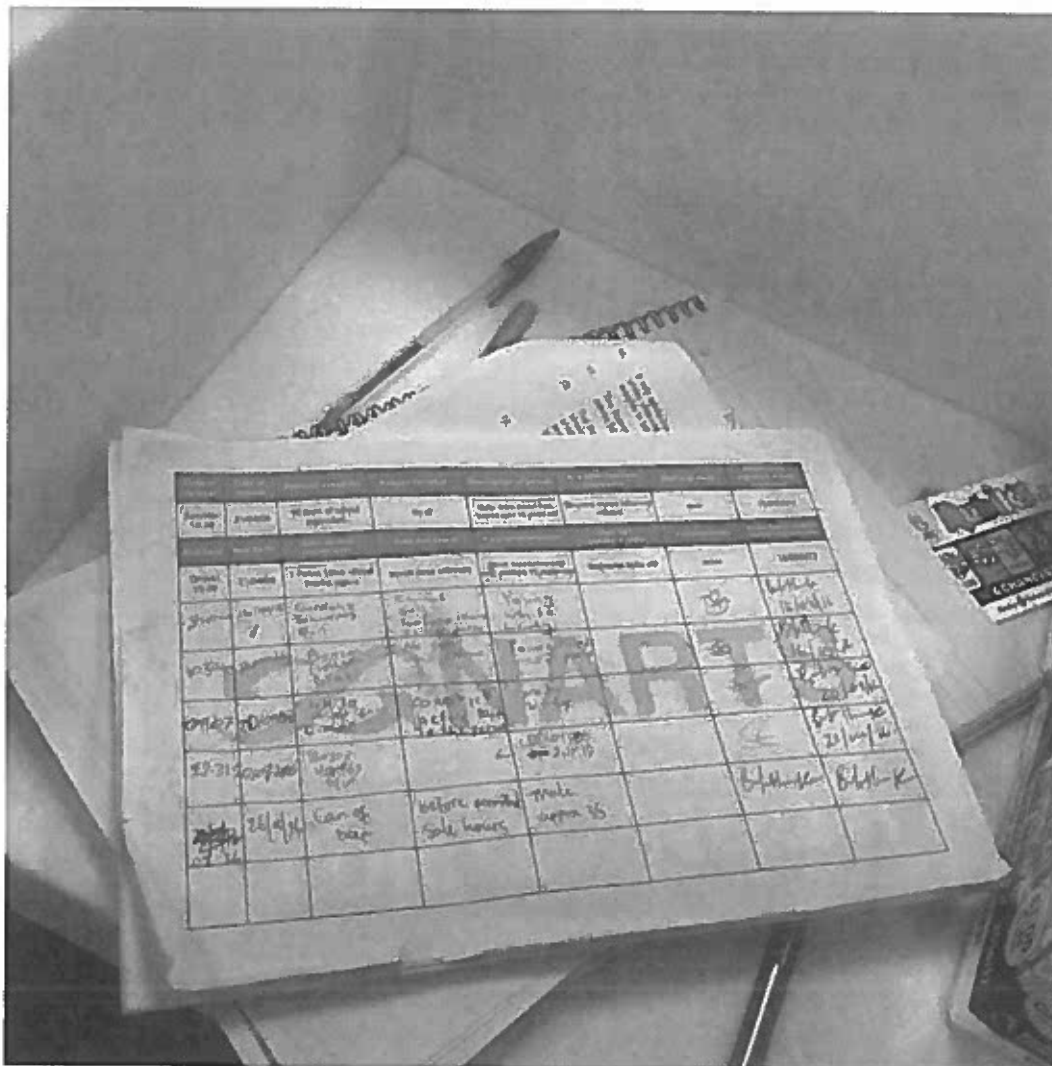
Premises Licence Compliance Check



Voice of Turkish & Kurdish Food Industry in Britain

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

Photo 8 Refusals Book



Compliance Check done by GH on 24th October 2016

Premises Licence Compliance Check

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

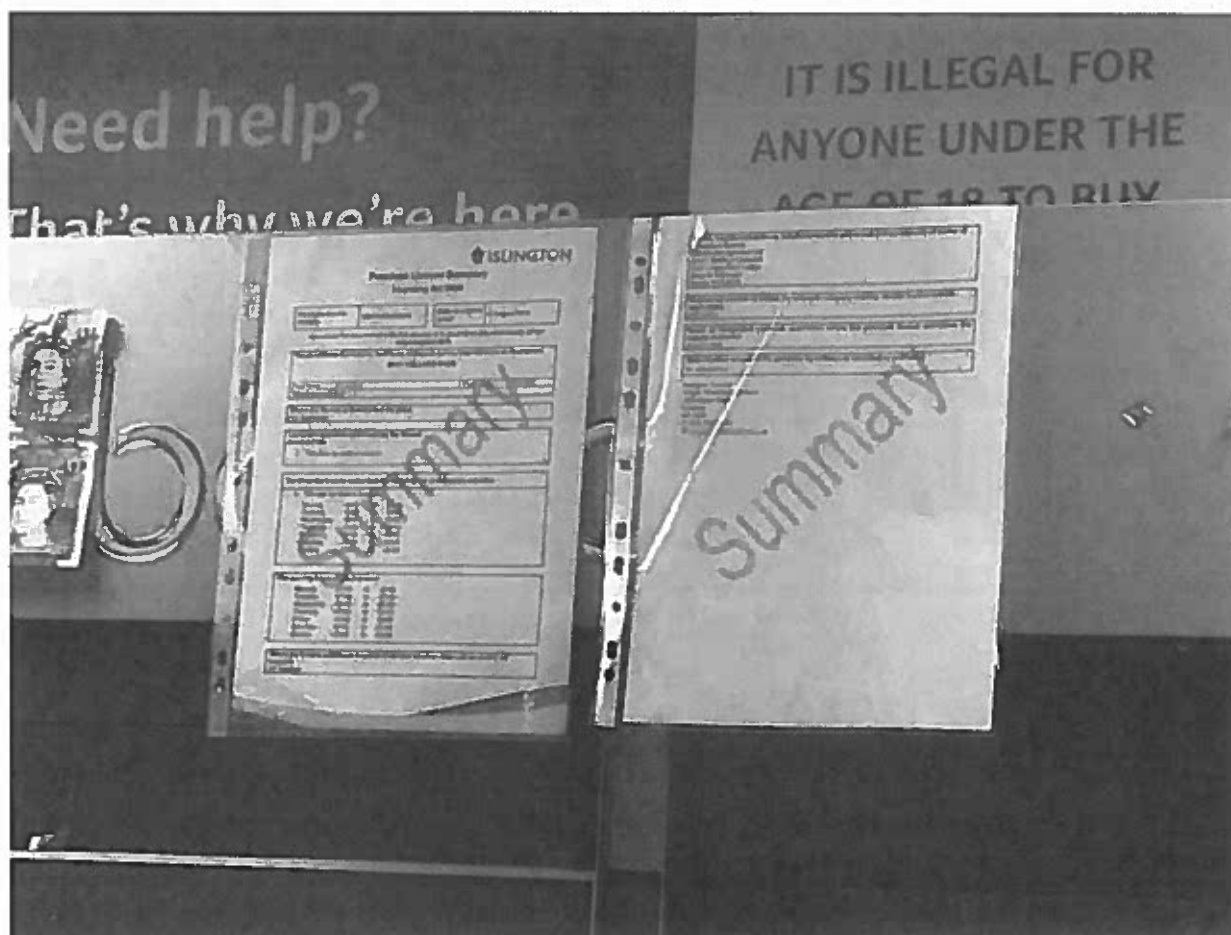
Photo 10 UV Light



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



Tomashevski, Katie

From: Nisa holland walk
Sent: 05 November 2016 09:37
To: Tomashevski, Katie; LicensingPolice; Love, Douglas
Subject: Fwd: Deposit Receipt

Dear All,

Below is the email from the previous owners confirming receipt for the deposit.

Regards

----- Forwarded message -----

From: mustafa has <[redacted]>
Date: 4 November 2016 at 19:51
Subject: Deposit Receipt
To: [redacted]

Dear Zerdest,

Re: Holland Walk

I write further to request and confirm receipt of your £ [redacted] , deposit in respect of the our agreed sale of our interest in the said Nisa store to yourself.

Once formal assignment of the lease has taken place I confirm that your deposit will be reduced from the agreed purchase price.

I trust this assists.

Kind regards,

Mustafa Has

Title : 89-91 Holland
Walk N19 3XU

Islington Borough
Boundary

Printed by :
RO RO

Printed at :
16-07-2015

ISLINGTON

