



HILLINGDON
LONDON



Notice of Hearing

Licensing Sub Committee (South)

Date: FRIDAY, 16 MARCH 2012

Time: 10.00 AM

Venue: COMMITTEE ROOM 4
CIVIC CENTRE
HIGH STREET
UXBRIDGE
UB8 1UW

Meeting Details: Members of the Public and Press are welcome to attend this meeting

This agenda and associated reports can be made available in other languages, in Braille, large print or on audio tape on request. Please contact us for further information.

Councillors on the Sub-Committee:

Josephine Barrett (Chairman)
Mike Bull
Janet Gardner, Chair of Hillingdon Domestic Violence Action Forum
Peter Kemp
Brian Stead

Important Information

On receipt of this notice, you **MUST** notify the Committee Clerk (contact details below) by the following date:

Tuesday 13 March 2012

If you don't notify you may lose your right to speak at the hearing. When notifying you must confirm:

- 1) Whether you intend to attend or to be represented by someone at the hearing;
- 2) If you consider a hearing to be unnecessary and;
- 3) Whether to request that another person attends (other than your representative) as a witness

Published: Thursday, 1 March 2012

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This Agenda is available online at:

<http://modgov.hillingdon.gov.uk/ieListDocuments.aspx?CId=301&MId=1464&Ver=4>

Lloyd White
Head of Democratic Services
London Borough of Hillingdon,
3E/05, Civic Centre, High Street, Uxbridge, UB8 1UW
www.hillingdon.gov.uk



INVESTOR IN PEOPLE

Useful information

Bus routes 427, U1, U3, U4 and U7 all stop at the Civic Centre. Uxbridge underground station, with the Piccadilly and Metropolitan lines, is a short walk away. Limited parking is available at the Civic Centre. For details on availability and how to book a parking space, please contact Democratic Services

Please enter from the Council's main reception where you will be directed to the Committee Room. An Induction Loop System is available for use in the various meeting rooms. Please contact us for further information.

Please switch off any mobile telephones and BlackBerries™ before the meeting. Any recording of the meeting is not allowed, either using electronic, mobile or visual devices.

If there is a FIRE in the building the alarm will sound continuously. If there is a BOMB ALERT the alarm sounds intermittently. Please make your way to the nearest FIRE EXIT.



Agenda

CHAIRMAN'S ANNOUNCEMENTS

Hearing Protocol

- 1 Apologies for Absence
- 2 Declarations of interest in matters coming before this meeting
- 3 To confirm that the items of business marked Part 1 will be considered in Public and items marked Part 2 will be considered in Private
- 4 Matters that have been notified in advance or urgent
- 5 Application for a Premises Licence

Part 1 - Members, Public and the Press

	Title of Report / Address of application	Ward	Time	Page
5	Hayes Newsagents 772 – 774 Uxbridge Road Hayes	Barnhill	09.50 Briefing 10.00 Start of meeting	11 - 48

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HILLINGDON
LONDON

Licensing Act 2003

Licensing Sub-Committee Hearing Protocol for determining new & variation premises/club licences

This protocol outlines the procedures that will apply:

Full details of the regulations surrounding sub-committee hearings are available for download on the Department of Culture, Media and Sport's website by [clicking here](#).

It is important that you carefully read these procedures before you make representations to an application or wish to attend and be heard at a Licensing sub-committee hearing

1. On receiving the Notice of Hearing

What is the Notice of Hearing?

The Licensing Sub-committee hearing will normally be held within the period of 20 working days from when the consultation period ends. The Hillingdon Licensing Service will give appropriate notice of the hearing, which depends upon the type of application to be considered. Exact timings are attached in the Appendix (parts 2&3).

A Notice of the Hearing will be sent to all parties accompanied by:

- Date, time and location of the actual hearing and a procedural briefing to be held beforehand;
- This procedure note, the report from the Council's Licensing Officer with relevant representations attached;
- Confirmation that a party may be assisted / represented by a person who does not have to be legally qualified;
- Confirmation that a party to the hearing may address the authority, give further information on a point on which the authority requires clarification and, if considered by the authority to be required, question another party to the hearing;
- The consequences of not attending or being represented at a hearing (which normally will be that the hearing will proceed in the party's absence); and
- A note of any particular points on which the Hillingdon Licensing Service wants clarification.

Contact Information:

To give notice or any queries relating to the hearing please contact:

Clerk to the Committee

Tel: 01895 277655

Email: democratic@hillingdon.gov.uk

Write to: Clerk to the Committee, Cabinet Office, 3E/05, Civic Centre, Uxbridge, UB8 1UW

What do I do when I receive the Notice of Hearing?

On receipt of the Notice of Hearing, all parties must inform the Clerk to the Committee – **normally no later than 2 working days before the hearing*** – whether they:

- Intend to attend or to be represented at the hearing;
- Consider a hearing to be unnecessary; and
- Wish to request that another person appear at the hearing (other than their representative) as a witness. If such a request is made, it should be accompanied by details of the name of that person and a full description of the points about which that person may be able to assist the hearing.

*In the Appendix (part 4), full details are given of the deadline by which you should give your notice. All objectors and applicants are also reminded of their right to have a legal representative at the hearing.

If a party does not notify the above to the Clerk to the Committee before the relevant deadline they will not be entitled to speaking rights at the hearing.

IT IS IMPORTANT THAT YOU REPLY TO THE NOTICE

If I want to withdraw my representations - how do I do this?

Any party may withdraw their representations by contacting the Clerk to the Committee by phone, letter or email, providing they give notice no later than 24 hours before the hearing. If, during hearing, any party wishes to withdraw their representations they may do so orally by informing the Chairman.

What happens if I cannot attend the sub-committee hearing?

If you have made a representation and are unable to attend the sub-committee hearing, the sub-committee will only hear and consider any evidence and arguments put forward by or on behalf of the applicant and other parties present in relation to the written objections received. The sub-committee will take into account, in considering the importance to be attached to the objection that the objector was not available to be questioned about their statements.

Can you accommodate any special needs I may have?

Yes, if any person, who intends to be present at the hearing, has any special needs, (for example in connection with access, hearing, language or vision) this should be brought to the attention of the Clerk to the Committee prior to the hearing in order that appropriate provision may be made.

Can the date of the hearing be changed?

Unfortunately, the Hillingdon Licensing Service cannot be flexible in the dates for hearings as the Licensing Act 2003 sets a strict legal deadline by which hearings must be heard.

2. Before the Hearing

You will have been notified of the date and time of the Licensing Sub-committee hearing. The hearings will normally take place at the Civic Centre, High Street, Uxbridge in one of the Committee Rooms.

How do I get to the Civic Centre?

Parking may be available via the entrance to the Civic Centre in the High Street by contacting the Clerk to the Committee in advance. Parking is also available in the nearby Chimes Shopping Centre Car Park. Bus routes 207, U1, U3, U4 and U7 all stop at the Civic Centre. Uxbridge underground station, with the Piccadilly and Metropolitan lines, is a short walk away.

Please enter from the main reception where you will be directed to the relevant Committee Room. Please switch off your mobile phone when entering the room and note that Hillingdon Council operates a no-smoking policy in its offices.

Will the hearing be in public?

There may be other members of the public and press that attend the hearing to observe the proceedings, but they will not be allowed to speak. At any hearing, the applicant may attend in person or, if the application or objection is made by an organisation or corporate body, a duly authorised representative may be present, who is able to speak on their behalf can do so.

The hearing will take place in public. However, in exceptional circumstances, when the sub-committee considers that it is in the public interest, it may exclude the public from all or any part of a hearing. Hearings will normally take place during the day.

I have some new evidence - may I present it?

The sub-committee **will not** normally allow the production of new written evidence not previously submitted as relevant representations by any party. In the case where the sub-committee does allow new evidence, all other parties must give their consent before it is heard.

If new material is permitted, the hearing may need to be adjourned to allow time to consider it and for other parties to respond to it. Accordingly, any application to have new material considered should demonstrate exceptional reasons for its admission. It is, therefore important for parties to ensure that all evidence is submitted in writing as soon as possible and in accordance with the relevant timescales.

Will I be briefed on procedure before the hearing?

Yes, in the notice of hearing, you will have been asked to attend a procedural briefing before the hearing starts. All parties will be asked to attend this briefing so that the Council's Licensing Officer or Legal Advisor can outline the procedures to be followed at the hearing.

What if there are a number of objectors present?

At the briefing, in the event of a large number of representations, the Licensing Officer or Legal Advisor will ask that a spokesman is agreed amongst those present who have similar representations.

Who are the people on the Licensing sub-committee?

Five elected councillors of the London Borough of Hillingdon sit on a Licensing sub-committee and it is only they who can determine the application. Its minimum membership is two.

Councillors who sit on the sub-committees have been trained in the new Licensing regulations and have experience of determining applications of various kinds.

One of the Councillors will be the Chairman of the hearing and it will be he/she who will call interested parties and responsible authorities to speak and ensure time limits are adhered to as set out in the procedures.

Other people who will be present along with the Councillors include:

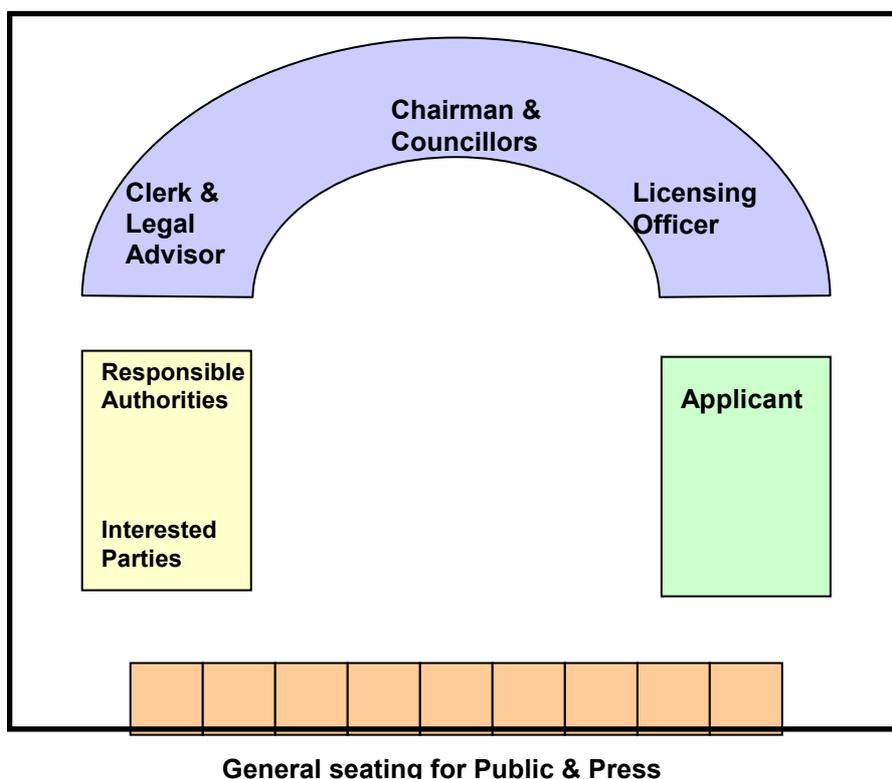
- The **Council's Licensing Officer** who will introduce the Officer report and outline his/her role.
- A **Legal Adviser** whose role is to assist the Committee with legal advice and to ensure that a fair and balanced hearing takes place.
- A **Clerk to the Committee** whose role is to summarise and record decisions on individual cases and to provide help and assistance to members of the public attending such meetings.

3. During the Hearing

The procedure at the sub-committee hearing will, in general, be based on those used in a court of law. Although the strict rules of evidence will not apply, they will be observed to a great extent, because this is the best way of hearing the evidence from all parties. The hearing will take the form of a discussion led by the sub-committee councillors. The sub-committee will seek clarification on the issues from the parties as it considers appropriate.

Where shall I sit at the hearing?

Once you have attended the procedural briefing, you will be directed into the relevant Committee Room. The set up of the room for those involved will generally be as shown below:



In general, how will the hearing be conducted?

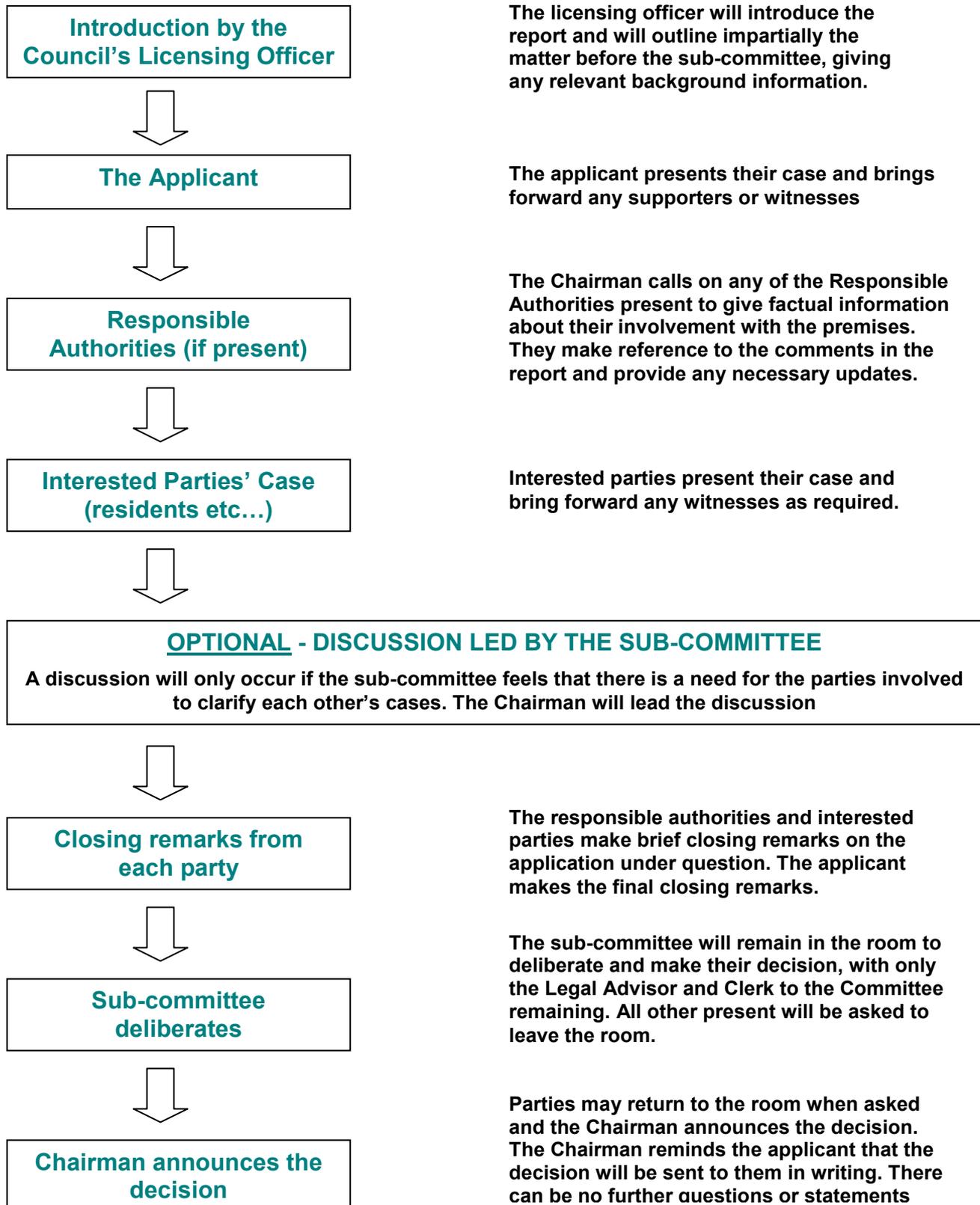
The procedure to be followed at the hearing will normally be as shown in the flow chart below, although all procedural matters will be subject to the discretion of the Chairman. All persons present will be requested to identify themselves and to give the reason for their presence. The sub-committee may consider any request from a party for another person to appear at the hearing as their representative.

It is important to note that cross-examination will not normally be permitted. Evidence, discussion and address must be relevant to the four licensing objectives. Repetition should also be avoided. The sub-committee will seek to prevent irrelevant and repetitive matters.

If, during its deliberations, the sub-committee considers that it is necessary for any person present at the hearing to provide further information or clarification on a particular point the hearing may be reconvened to deal with that issue. The sub-committee can also ask for procedural, technical or legal matter from officers present at any time during the proceedings.

What is the order of proceedings?

The Chairman of the sub-committee will open the hearing by introducing the Councillors explaining the purpose of the proceedings and the general procedure. The Chairman will then check that there are no additions or alterations to the list of those appearing at the hearing, which will have been prepared in advance by the Clerk to the Committee and will then outline the procedure that will be followed for the remainder of the hearing. The procedure is as follows:



Can a Councillor sit on a sub-committee if the application is in their ward?

Councillors who sit on a sub-committee are advised to take steps to minimise their involvement in any application prior to its consideration by the sub-committee so that decisions are seen to be reached at the hearing impartially and with an open mind. Councillors should not appear to be acting both as an advocate on behalf of their residents and as an adjudicator on an application.

If a Councillor on the sub-committee has already taken a view on an application in advance of the hearing, they should not be present for the hearing of the application and should leave the meeting room for that item. They should also not visit any premises under consideration prior to the hearing. In any cases of doubt, the Councillor should not sit on the sub-committee for a particular application. In this instance, a substitute Councillor may need to be found from the main Licensing committee of the Council or the hearing may continue as long as two of the five Councillors are still present.

The agenda papers will show which ward each Councillor sits for and the reports from the Council's Licensing Officer will detail which ward the application is in.

Can an Elected Member make a representation and or speak at a hearing?

If an Elected Member, who does not sit on the sub-committee, wishes to make a formal objection to an application they may only do so if they make a written relevant representation as would apply to an Interested Party and in the same way as any other member of the public using the procedures outlined in this protocol. If the Elected Member believes they have a personal or prejudicial interest in the application, they may still submit a relevant representation.

Elected Members, who do not sit on the sub-committee, may also speak at a sub-committee hearing in support or against an application, for example on behalf of their constituents. They may also speak as an advocate or witness on behalf of the applicant or an Interested Party, even if they believe they have a personal or prejudicial interest. However, for the purposes of transparency, at the hearing, the Elected Member should disclose what their personal or prejudicial interest is and whether they have been in contact with the applicant, agent, Interested Party or responsible authority beforehand or have visited the premises concerned.

Elected Members making either a written relevant representation or wish to speak at a hearing should not communicate about the application before the hearing with any Councillors who sit on the sub-committee. This is so the sub-committee makes their decision with an open mind.

What power does the Chairman have to control the meeting?

Under the Licensing act 2003, the Chairman may require any person attending the hearing who is behaving in a disruptive manner to leave the hearing and may refuse to permit that person to return or may permit the person to return only on such conditions as he or she may specify.

How will the sub-committee make its final decision?

Once the sub-committee has heard from officers and the parties to the hearing and has had answers to its questions, the sub-committee will usually withdraw to make its decision on the application. The sub-committee must disregard any information given or evidence produced by a party or witness, which is not relevant to the application, representations or notice or the promotion of the licensing objectives.

Members of the sub-committee have a duty to behave impartially, not to predetermine the issue and not to discuss matters with press or residents. In making its decision the sub-committee must state in respect of premises licences why refusal or attachment of conditions is necessary in order to promote a particular licensing objective, and in respect of all other applications the reasons why applications are refused or revoked, taking into account the evidence presented by all parties during the hearing.

4. After the Hearing

When will we get formal notice of the decision?

The Chairman will normally announce the Sub-committee's decision in public at the end of the hearing and the reasons for the sub-committee's decision. This decision will then be communicated in writing to the parties as soon as possible after the hearing.

The Council's Legal Advisor will send applicants a decision letter shortly after the meeting outlining the decision and any conditions that are attached to the application. In addition, a letter will be sent to all those who made relevant written representations in connection with the application. This will confirm the decision made; any conditions attached to an approval or the reasons for refusal. Details of the respective appeal rights will also be sent with this notice.

The minutes of the meeting will be made available on the Council's website at:

www.hillingdon.gov.uk

Can we appeal against the decision?

Following the decision, the applicant or any person who has made a relevant representation in respect of a particular application can appeal to the Magistrates Court.

How can I find out about other applications in my area?

Applicants for new premises licences and club premises certificates; applications for provisional statements and applications for variations of existing premises licences or club premises certificates must display a notice on the premises and advertise the application in a local newspaper.

All applications once they are lodged will be available for viewing on Hillingdon Council's website at www.hillingdon.gov.uk and in the Civic Centre Offices by appointment with the Licensing Service during working hours.

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TITLE: APPLICATION FOR A PREMISES LICENCE	ITEM #
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Committee	Licensing Committee
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Officer Contact	Sharon Garner	01895 277230
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Papers with report	Appendix 1 – copy of application form Appendix 2 – copy of representation from Sgt Meens Appendix 3 – copy of representation from Cllr Bliss Appendix 4 – copy of Purchase and Sale of Business Agreement Appendix 5 – list of Responsible Authorities Appendix 6 – map of the area
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Ward(s) affected	BARNHILL
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SUMMARY

To consider a representation from the Metropolitan Police in respect of a new application for a premises licences for **Hayes Newsagents, 772-774 Uxbridge Road, Hayes UB4 0RS.**

RECOMMENDATION

That the Licensing Sub Committee determine the application.

INFORMATION

1. An application for a new premises licence for Hayes Newsagents, 772-774 Uxbridge Road, Hayes was received on 24th January 2012 from Personal Licence Courses Ltd on behalf of Dalvinder Singh of

Note: A copy of the application form is annexed to this report as **Appendix 1**

Details of the application are as follows:

Sale of alcohol – from 07.00 hours until 23.00 hours everyday

2. The application was advertised in accordance with the standard procedures required by the Licensing Act 2003. Following the advertisement of the application no representations were received from local residents.
3. In accordance with the legislation, the applicant is required to send copies of the application to the responsible authorities being:
 - The Metropolitan Police Service
 - London Fire & Emergency Planning Authority
 - Child Protection Service, LBH
 - Commercial Premises Service, LBH
 - Environmental Protection Unit, LBH
 - Trading Standards Service, LBH
 - Planning Service, LBH

A representation was received from the Metropolitan Police Service.

A copy of the representation is annexed to this report as **Appendix 2**

4. **A representation was also received from Councillor Lindsay Bliss**

A copy of the representation is annexed to this report as **Appendix 3**

5. The period for consultation and the making of representations in respect of this application expired on 21st February 2012.

6. **General Information**

The premises is a single unit shop selling groceries, newspapers and alcohol.

This premises licence was subject to a review by the Metropolitan Police and the licence was revoked by the Licensing Sub Committee on 23rd August 2011.

A new application for a premises licence following the revocation was received on 10th October 2011 and was refused by the Licensing Sub Committee on 5th December 2011.

The current premises licence is in the process of being appealed to the Magistrates Court and an application to transfer this premises licence and to vary the designated premises supervisor was received by the Licensing Service on 21st February 2012.

A copy of a Purchase and Sale of Business Agreement was received from the applicant's solicitor on 21st February 2012 and is annexed to this report as **Appendix 4**.

FINANCIAL IMPLICATIONS

Members should be aware that the Planning, Environment, Education and Community Services directorate does not have a budget provision for costs, should the applicant be successful in appealing to the Court(s) against a decision of the Council. In the event that a Court was to uphold an appeal, officers would need to identify how the costs would be funded before action could be taken in order to comply with Council financial policy.

LEGAL IMPLICATIONS

Principles for making the determination

The general principle is that applications for Premises Licence applications must be granted unless relevant representations are received. This is subject to the proviso that the applicant has complied with regulations in advertising and submitting the application.

Relevant representations are those which:-

- Are about the effect of the granting of the application on the promotion of the licensing objectives
- Are made by an interested party or responsible authority
- Have not been withdrawn
- Are not, in the opinion of the relevant licensing authority, frivolous or vexatious.

The four licensing objectives are :

- a. The prevention of crime and disorder;**
- b. Public safety;**

- c. The prevention of nuisance; and**
- d. The protection of children from harm.**

Members should note that each objective is of equal importance. There are no other licensing objectives, and the four objectives are paramount considerations at all times.

The Licensing Sub-Committee must also consider the London Borough of Hillingdon's Licensing policy when deciding whether or not to grant the application.

The terms of the Statement of Licensing Policy are highly persuasive, but not binding, on the Licensing Sub-Committee. The Licensing Sub-Committee may depart from the guidance contained in the Statement of Licensing Policy if it considers there are clear and convincing reasons to do so.

Where there is a conflict between the Licensing Act 2003 and the Statement of Licensing Policy, the Licensing Act must prevail.

Members are required to have regard to the DCMS Guidance in carrying out the functions of licensing authority. However, guidance does not cover every possible situation, so long as the guidance has been properly and carefully understood, members may depart from it if they have reason to do so. Full reasons must be given if this is the case

When relevant representations are received then the Sub-Committee must have regard to them. Representations based on commercial reasons or need are not in themselves relevant representations. For example, a representation from a bar owner that the grant of a premises licence to another bar will take customers away from his/her premises is not a relevant representation, nor is a representation from a local resident that another off licence in the parade of local shops is not needed.

The Licensing Sub-Committee can attach a "weight" to any relevant representations, such factors that could influence the "weight" to be placed on a representation could include:-

- Whether the representation can be clearly related to any one of the four licensing objectives;
- Whether the representation concerns matters over which the applicant is able to exercise control;
- Whether the representation is based on "hearsay" evidence;
- Whether the representation is supported by firm evidence;
- Whether the person making the representation has attended the hearing in person.

Having considered all relevant representations, and having taken into account the promotion of the licensing objectives, a decision can be taken:-

- To grant the licence, subject to the mandatory conditions and conditions consistent with the operating schedule;
- To impose additional relevant conditions to such an extent as is considered necessary for the promotion of the licensing objectives;
- To exclude any of the licensable activities to which the application relates
- To amend the times for all or some of the licensable activities;
- To refuse to specify a person in the licence as the premises supervisor
- To reject the application

Conditions

Conditions will not be necessary if they duplicate a current statutory requirement.

Members are also referred to the DCMS guidance on conditions, specifically section 10, and Annex D.

The Statutory Guidance states that only necessary, proportionate and enforceable conditions, which promote one or more of the licensing objectives, should be attached to the licence if it is granted (paragraph 10.11).

The Licensing Authority may therefore only impose such conditions as are necessary to promote the licensing objectives arising out of the consideration of the representations (paragraph 10.11), and should avoid straying into undisputed areas (paragraph 10.12).

Statutory Guidance also states that the pool of conditions that are supplied by the Secretary of State should not be applied universally irrespective of particular circumstances, but may be used as examples that can be tailored to suit individual premises and particular situations.

Reasons

If the Sub-Committee determines that it is necessary to modify the conditions, or to refuse the application for a Premises Licence application, it must give reasons for its decision.

The Role of the Licensing Sub-Committee

Sub-Committee members will note that, in relation to this application, the Council has multiple roles. Council officers from various departments have been asked to consider the application from the perspective of the Council as authority responsible respectively for environmental health, trading standards, health and safety and as the planning authority.

Members should note that the Licensing Sub-Committee is meeting on this occasion solely to **perform the role of licensing authority**. The Sub-Committee sits in quasi-judicial capacity, and must act impartially. It must offer a fair and unbiased hearing of the application. In this case, Members should disregard the Council's broader policy objectives and role as statutory authority in other contexts. Members must direct themselves to making a determination solely based upon the Licensing Law, Guidance and the Council's Statement of Licensing Policy.

As a quasi-judicial body the Licensing Sub-Committee is required to consider the application on its merits. The Sub-Committee must take into account only relevant factors, and ignore irrelevant factors. The decision must be based on evidence, that is to say material, which tends logically to show the existence or non-existence of relevant facts, the occurrence of which would be relevant.

The Licensing Sub-Committee must give fair consideration to the contentions of all persons entitled to make representations to them.

The Licensing Sub-Committee is entitled to consider events outside of the premises if they are relevant, i.e. are properly attributable to the premises being open. The proprietors do not have to be personally responsible for the incidents for the same to be relevant. However, if such events are not properly attributable to the premises being open, then the evidence is not relevant and should be excluded. Guidance is that the licensing authority will primarily focus on the direct impact of the activities taking place at the licensed premises on members of the public, living, working or engaged in normal activity in the area concerned.

The Sub-Committee can only consider matters within the application that have been raised through representations from interested parties and responsible authorities. Interested parties must live in the vicinity of the premises. This will be decided on a case to case basis.

Under the Human Rights Act 1998, the Sub Committee needs to consider the balance between the rights of the applicant and those making representations to the application when making their decision. The Sub-Committee has a duty under section 17 Crime and Disorder Act 1998 when making its decision to do all it can to prevent crime and disorder in the Borough.

Interested Parties, Responsible Authorities and the applicant have the right to appeal the decision of the Sub-Committee to the Magistrates' Court within a period of 21 days beginning with the day on which the applicant was notified by the licensing authority of the decision to be appealed against.

BACKGROUND DOCUMENTS:

The Licensing Act 2003

Guidance under Section 182 of the Licensing Act 2003

The Council's Statement of Licensing Policy

APPENDIX ①

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

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

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

You may wish to keep a copy of the completed form for your records.

I/We DALVINDER SINGH

(insert name(s) of applicant)

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

Part 1 – Premises Details

Postal address of premises or, if none, ordnance survey map reference or description HAYES NEWSAGENTS 772-774 UXBRIDGE ROAD HAYES			
Post town	HAYES	Post code	UB4 0RS

Telephone number at premises (if any)	
Non-domestic rateable value of premises	£8600

Part 2 - Applicant Details

Please state whether you are applying for a premises licence as

Please tick yes

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

- e) the proprietor of an educational establishment please complete section (B)
- f) a health service body please complete section (B)
- g) a person who is registered under Part 2 of the Care Standards Act 2000 (c14) in respect of an independent hospital please complete section (B)
- h) the chief officer of police of a police force in England and Wales please complete section (B)

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

Please tick yes

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

(A) INDIVIDUAL APPLICANTS (fill in as applicable)

Mr <input checked="" type="checkbox"/>	Mrs <input type="checkbox"/>	Miss <input type="checkbox"/>	Ms <input type="checkbox"/>	Other Title (for example, Rev)	
Surname SINGH			First names DALVINDER		
I am 18 years old or over				<input checked="" type="checkbox"/> Please tick yes	
Current postal address if different from premises address					
Post Town	HAYES		Postcode	UB3 2ND	
Daytime contact telephone number					
E-mail address (optional)					

SECOND INDIVIDUAL APPLICANT (if applicable)

Mr <input type="checkbox"/>	Mrs <input type="checkbox"/>	Miss <input type="checkbox"/>	Ms <input type="checkbox"/>	Other Title (for example, Rev)	
Surname			First names		
I am 18 years old or over				<input type="checkbox"/> Please tick yes	

Please give a general description of the premises (please read guidance note1)
NEWSAGENTS, CONVENIENCE STORE AND OFF LICENSE

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

What licensable activities do you intend to carry on from the premises?

(Please see sections 1 and 14 of the Licensing Act 2003 and Schedules 1 and 2 to the Licensing Act 2003)

Provision of regulated entertainment

Please tick yes

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

Provision of entertainment facilities:

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

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

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

In all cases complete boxes N, O and P

A

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

B

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

C

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

D

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

E

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

F

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

G

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

H

<p>Anything of a similar description to that falling within (e), (f) or (g) Standard days and timings (please read guidance note 6)</p>			<p><u>Please give a description of the type of entertainment you will be providing</u></p>		
Day	Start	Finish	<p><u>Will this entertainment take place indoors or outdoors or both – please tick</u> (please read guidance note 2)</p>	Indoors	<input type="checkbox"/>
Mon				Outdoors	<input type="checkbox"/>
				Both	<input type="checkbox"/>
Tue			<p><u>Please give further details here</u> (please read guidance note 3)</p>		
Wed					
Thur					
Fri			<p><u>State any seasonal variations for entertainment of a similar description to that falling within (e), (f) or (g)</u> (please read guidance note 4)</p>		
Sat			<p><u>Non standard timings. Where you intend to use the premises for the entertainment of a similar description to that falling within (e), (f) or (g) at different times to those listed in the column on the left, please list</u> (please read guidance note 5)</p>		
Sun					

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

J

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

K

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

N

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

NONE

O

Hours premises are open to the public Standard days and timings (please read guidance note 6)			State any seasonal variations (please read guidance note 4)	
Day	Start	Finish		
Mon	07:00	23:00		
	HRS	HRS		
Tue	07:00	23:00		
	HRS	HRS		
Wed	07:00	23:00		
	HRS	HRS		
Thur	07:00	23:00		Non standard timings. Where you intend the premises to be open to the public at different times from those listed in the column on the left, please list (please read guidance note 5)
	HRS	HRS		
Fri	07:00	23:00		
	HRS	HRS		
Sat	07:00	23:00		
	HRS	HRS		
Sun	07:00	23:00		
	HRS	HRS		

Please tick yes

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

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

Part 4 – Signatures (please read guidance note 10)

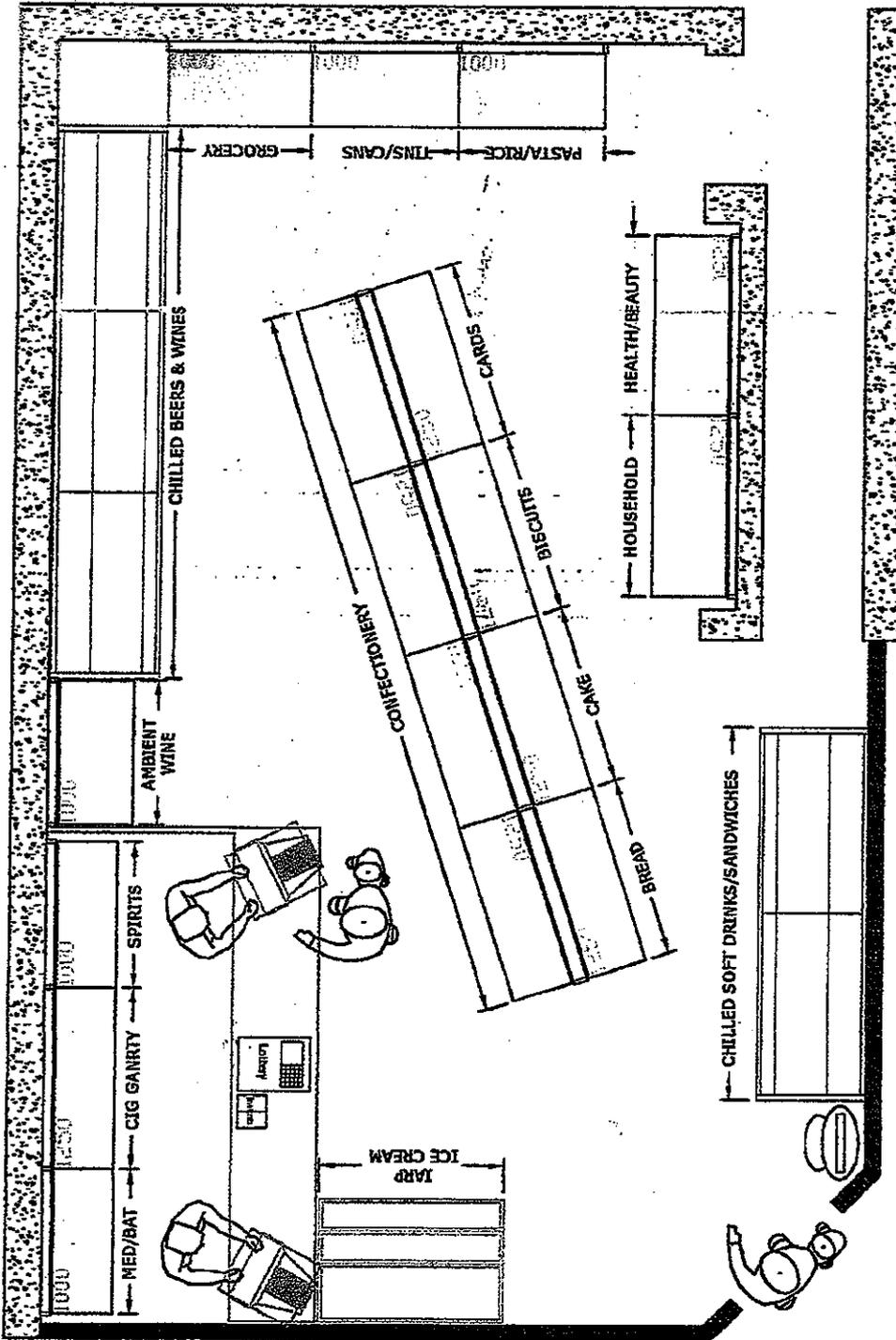
Signature of applicant or applicant's solicitor or other duly authorised agent (See guidance note 11). **If signing on behalf of the applicant please state in what capacity.**

Signature	
Date	12/01/2012
Capacity	AGENT

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

Signature	
Date	
Capacity	

Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 13)			
PERSONAL LICENCE COURSES LTD S.PANCHAL 12 PARKWAY			
Post town	HILLINGDON	Post code	UB10 9JX
Telephone number (if any)	07952990536 / 020 88 8606 0558		
If you would prefer us to correspond with you by e-mail your e-mail address (optional) wensons@aol.com			



RECEIVED BY _____
 LICENSING SERVICE
 24 JAN 2012
 PLAN NO. 1457/12



Working together for a safer London

APPENDIX (2)

TERRITORIAL POLICING

21st February 2012

Ms Stephanie Waterford
Licensing Office
Civic Centre
Uxbridge

Northwood Police
2, Murray Road
Northwood
HA6 2YN

Your Ref

Dear Ms Waterford

Re; Premises licence application; Hayes Newsagents at 772 to 774 Uxbridge Road Hayes

Representation

On behalf of the Commissioner of the Metropolitan Police I make this representation to the application under the licensing objectives of crime and disorder, and the protection of children from harm.

The premises are currently trading whilst awaiting an appeal against a revocation of an existing licence at the premises. The appeal is set for hearing on the 24th February.

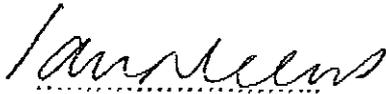
Mr Singh applied to re licence the shop in October last year and in December the licensing Authority dismissed the application following representation from the police.

This application is then the second application received by Mr Singh for a new licence at this premises.

I have received as part of this application a business agreement supporting this application. I have attached this with this letter. The first application and with this agreement this application have been made on the argument that the business has been legally sold and therefore no longer in the control of the previous owner.

The police argued that in the first case the document produced did not amount to a change in ownership of the business and this remains the case in this application.

The proper place for this matter to be heard is the appeal process as the police believe that the control of the premises has not changed from that of the owner when the licence was first revoked.



Ian Meens

Licensing Sergeant, Hillingdon Borough

Phone: 0208 246 1933

Metphone: 41933

Mobile: 07785 226483

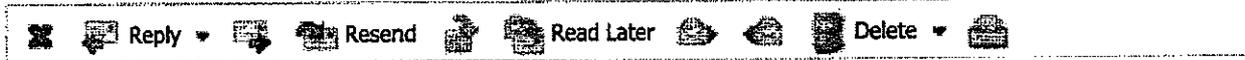
Fax: 0208 246 1990

E-mail: ian.meens@met.police.uk

Mail: Sergeant Ian Meens,
Licensing
Northwood police Station
2 Murray Road
Northwood
Middx
HA6 2YW

Mail Message

N



Mail Properties

From: Cllr Lindsay Bliss To: SGarner@Hillingdon.Gov.UK Subject: Re: New Premises application	Tuesday - 31 Jan, 2012 10:06 PM
-------------------------------------------------------------------------------------------------------------------------	---------------------------------

Dear Sharon

I would like to register my objection to the application for Hayes Newsagents.

For a long time the local police have had problems surrounding this shop. At one stage drinkers were being allowed to consume alcohol on the premises, and on the street drinking appeared to be encouraged.

More recently Hayes News and Booze had it's licence withdrawn after counterfeit alcohol was found on the premises. They have appealed against the withdrawal and this is still pending. Although there is a name change and a new person applying for the licence, I am not convinced that the store will not still be run by the same people who had the licence withdrawn.

I believe this is just an attempt to stop their licence being withdrawn.

Regards
Lindsay

L. Bliss

>>> Sharon Garner 25/01/12 3:21 PM >>>
Good afternoon Councillors,

Please see the attached application for a new premises at Hayes Newsagents, 772-774 Uxbridge Road, Hayes.

The last date for representations to be received by the Licensing Service is 21st February 2012.

20/02/2012

LawDepot.com's Purchase and Sale of B...

PURCHASE AND SALE OF BUSINESS AGREEMENT

THIS PURCHASE AND SALE OF BUSINESS AGREEMENT (the "Agreement") made and entered into this 1st day of February, 2012 (the "Execution Date"),

BETWEEN:

LAKHJINDER BADYAL of 772-774 UXBRIDGE ROAD, HAYES, UB4 0RS
(the "Seller")

OF THE FIRST PART

and

DALVINDER SINGH of
(the "Purchaser")

OF THE SECOND PART

BACKGROUND

1. The Seller is the owner of HAYES NEWSAGENTS of 772-774 UXBRIDGE ROAD, HAYES, UB4 0RS (the "Business"), which carries on the business of NEWSAGENTS, CONVENIENCE STORE AND OFF-LICENCE under the operating name HAYES NEWSAGENTS as a going concern in the Country of England.
2. The Seller owns the assets of the Business and desires to sell certain assets (the "Assets"), to the Purchaser, subject to any exclusions set out in this Agreement and the Purchaser desires to buy the Assets.

IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

Definitions

1. The following definitions apply in the Agreement:
 - a. The "Assets" consists of the following:
 - i. The goodwill of the Business including the business name.
and does not include any Excluded Assets.
 - b. "Closing" means the completion of the purchase and sale of the Assets as described in this Agreement by the payment of agreed consideration, and the transfer of title to the Assets.
 - c. "Excluded Assets" means assets that are owned by the Seller but do not form any part of the

Assets for the purpose of this transaction. Excluded Assets will include the following:

- i. Cash items held by the Seller including, but not limited to, cash bank balances, and term deposits.
- c. "Parties" means both the Seller and the Purchaser and "Party" means any one of them.
- d. "VAT" means the statutory Value Added Tax Act 1994 c.23 and all related provisions, amendments, orders and regulations.

Sale

2. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties, and conditions set out in this Agreement, the Seller agrees to sell the Assets to the Purchaser and the Purchaser agrees to purchase the Assets from the Seller.

Purchase Price

3. The Parties agree that the Purchase Price for the Assets will be allocated among the Assets as follows subject to required adjustments that are agreed upon by the Parties:

Goodwill	£15,000.00
Sub-Total	£15,000.00
VAT 0% ()	£0.00
Purchase Price	£15,000.00

4. The Parties agree to co-operate in the filing of elections under any applicable taxation legislation, in order to give the required or desired effect to the allocation of the Purchase Price.
5. The Seller and the Purchaser agree that the purchase and sale of the Business is a transfer of the Business as a going concern and should therefore not be considered as a supply of goods and services for the purposes of VAT according to Value Added Tax (Special Provisions) Order 1995 ("Article 5"). Both the Seller and the Purchaser will make all reasonable efforts to ensure that this Agreement conforms to this or any other VAT exemption to ensure that no amount of tax will be owing under VAT.

Closing

6. The Closing of the purchase and sale of the Assets will take place on February 20, 2012 (the "Closing Date") at the offices of the Seller or at such other time and place as the Parties mutually agree.
7. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will deliver the Assets to the Purchaser. The Seller will deliver to the Purchaser possession of the Assets, free and clear of any liens, charges, rights of third parties, or any other encumbrances, except those attached as a result of the Purchaser's actions.
8. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will provide the Purchaser with duly executed forms and documents evidencing transfer of the Assets, where required

including, but not limited to, bills of sale, assignments, assurances, and consents. The Seller will also cooperate with the Purchaser as needed in order to effect the required registration, recording, and filing with public authorities of the transfer of ownership of the Assets to the Purchaser.

9. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will deliver to the Purchaser all records of the Business which are required to be transferred under VAT and the Purchaser will keep and continue to maintain these records after the Closing Date as required by VAT.

Payment

10. The Purchase Price for the Assets will be paid by the Purchaser in one lump sum payment to the Seller in the form of a certified cheque, a wire transfer, or a bank draft of immediately available funds. In the case of a direct wire transfer the Seller will give notice to the Purchaser of the bank account particulars at least 5 business days prior to the Closing Date.
11. The Purchaser is responsible for paying all applicable taxes, including federal sales tax, duties, and any other taxes or charges payable that are necessary to give effect to the transfer of the Assets from the Seller to the Purchaser.

Seller's Representations and Warranties

12. The Seller represents and warrants to the Purchaser that:
- a. The Seller has full legal authority to enter into and exercise its obligations under this Agreement.
 - b. The Seller is the absolute beneficial owner of the Assets, with good and marketable title, free and clear of any liens, charges, encumbrances or rights of others. The Seller is exclusively entitled to possess and dispose of the Assets.
 - c. To the best knowledge of the Seller there is no pending or anticipated claim against the Assets or against the Seller's ownership or title in the Assets or against the Seller's right to dispose of the Assets.
 - d. No third party contract is outstanding that could result in a claim against or affecting the Assets in whole or in part either now or in the future.
 - e. The Business does not have any outstanding contracts, agreements, or commitments of any kind, written or oral, with any third party regarding the Assets, except for the material contracts described in, and attached to this Agreement. The seller represents and warrants that no default or breach exists with regard to any presently outstanding material contract.
 - f. Execution of this Agreement will not hinder or unfairly disadvantage any pre-existing creditor.
 - g. There has been no act or omission by the Seller that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment.
 - h. The Business has withheld all amounts required to be withheld under income tax legislation and has paid all amounts owing to the proper authorities.

- i. The Business is not bound by any written or oral pension plan or collective bargaining agreement or obligated to make any contributions under any retirement income plan, deferred profit sharing plan or similar plan.
- j. The Business will not hire any new employees, or substantially change the role or title of any existing employees, provide unscheduled or irregular increases in salary or benefits to employees, or institute any significant changes to the terms of any employees' employment, after signing this Agreement, unless the Purchaser provides written consent.
- k. There are no claims threatened or pending against the Business by any current or past employee relating to any matter arising from or relating to the employment of the employee.
- l. The Business has not failed to comply with the duty to inform and consult a trade union as required by the Transfer of Undertakings (Protection of Employment) Regulations with respect to the specific transfer of business as described by this Agreement.
- m. The Assets, while owned by the Seller, have been maintained at all times in accordance with standard industry practice. The Seller further warrants that all tangible assets are in good working order.
- n. The Business is operating in accordance with all applicable laws, rules, and regulations of the jurisdictions in which it is carried on. In compliance with such laws, the Seller has duly licensed, registered, or qualified the Business with the appropriate public authorities.
- o. The Business maintains insurance policies on the Assets, of full force and effect, and of adequate value as would be reasonable in its industry. The Business has neither defaulted under these insurance policies, as a result of failure to pay premiums or due to any other cause, nor has the Business failed to give notice or make a claim under these insurance policies in a timely manner.
- p. The Business owns or is licensed to use all necessary software and it can continue to use any and all computerized records, files and programs into the foreseeable future in the same manner as before the Closing Date.
- q. The Business has filed all tax reports and returns required in the operation of the Business and has paid all taxes owed to all taxing authorities, including foreign taxing authorities, except amounts that are being properly contested by the Seller, the details of this contest having been provided to the Purchaser.
- r. This Agreement has been duly executed and delivered by the Seller and constitutes a legal and binding obligation of the Seller, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.
- s. The Business is registered for the purposes of VAT and the Business has at all times maintained appropriate records as required by VAT regulatory authorities including any and all statutes, regulations, special orders, directions or conditions pertaining to VAT.

12. The representations and warranties given in this Agreement are the only representations and warranties.

No other representation or warranty, either expressed or implied, has been given by the Seller to the Purchaser, including, without limitation, any representations or warranties regarding the merchantability of the Assets or their fitness for a particular purpose.

13. The Seller warrants to the Purchaser that each of the representations and warranties made by it is accurate and not misleading at the Closing Date. The Seller acknowledges that the Purchaser is entering into this Agreement in reliance on each warranty and representation.
14. Where the Purchaser has a claim against the Seller relating to one or more representations or warranties made by the Seller, the Seller will have no liability to the Purchaser unless the Purchaser provides notice in writing to the Seller containing full details of the claim on or before the third anniversary of the Closing Date.
15. Where the Purchaser has a claim against the Seller relating to one or more representations or warranties made by the Seller, and the Purchaser is entitled to recover damages from a third party then the amount of the claim against the Seller will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Purchaser in recovering the amount from the third party.

Purchaser's Representations and Warranties

17. The Purchaser represents and warrants to the Seller the following
 - a. The Purchaser has full legal authority to enter into and exercise its obligations under this Agreement.
 - b. The Purchaser has funds available to pay the full Purchase Price and any expenses accumulated by the Purchaser in connection with this Agreement and the Purchaser has not incurred any obligation, commitment, restriction, or liability of any kind, absolute or contingent, present or future, which would adversely affect its ability to perform its obligations under this Agreement.
 - c. The Purchaser has not committed any act or omission that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment.
 - d. This Agreement has been duly executed by the Purchaser and constitutes a legal and binding obligation of the Purchaser, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.
 - e. The Purchaser has no knowledge that any representation or warranty given by the Seller in this Agreement is inaccurate or false.
17. The representations and warranties given in this Agreement are the only representations and warranties. The Purchaser has given no other representation or warranty, either expressed or implied, to the Seller.
18. The Purchaser warrants to the Seller that each of the representations and warranties made by it is accurate and not misleading at the date of Closing. The Purchaser acknowledges that the Seller is entering into this Agreement in reliance on each warranty and representation.
19. Where the Seller has a claim against the Purchaser relating to one or more representations or warranties

made by the Purchaser, the Purchaser will have no liability to the Seller unless the Seller provides notice in writing to the Purchaser containing full details of the claim on or before the third anniversary of the Closing Date.

20. Where the Seller has a claim against the Purchaser relating to one or more representations or warranties made by the Purchaser, and the Seller is entitled to recover damages from a third party then the amount of the claim against the Purchaser will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Seller in recovering the amount from the third party.

Conditions Precedent to be Performed by the Purchaser

22. The obligation of the Seller to complete the sale of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Purchaser, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Seller and may be waived by the Seller entirely or in part:
- a. All of the representations and warranties made by the Purchaser in this Agreement will be true and accurate in all material respects on the Closing Date.
 - b. The Purchaser will obtain or complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or any governmental or public body, required of the Purchaser in connection with the execution of this Agreement.

Conditions Precedent to be Performed by the Seller

23. The obligation of the Purchaser to complete the purchase of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Seller, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Purchaser and may be waived by the Purchaser entirely or in part:
- a. All of the representations and warranties made by the Seller in this Agreement will be true and accurate in all material respects on the Closing Date.
 - b. The Seller will obtain and complete any and all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or governmental or public body that are required of the Seller for the proper execution of this Agreement and transfer of the Assets to the Purchaser.
 - c. No substantial damage to or alteration of the Assets that would adversely affect their value will occur between the date this Agreement is signed and the Closing Date.
 - d. The Seller will have obtained any necessary consents for assigning any leases to the Purchaser as well as providing estoppel certificates from such owners or landlords that there are no arrears of rent, no breaches under such leases and the amount of the security deposits held by such third parties.
 - e. The Seller will execute and deliver bills of sale for the Assets in favor of the Purchaser.

- f. The Seller will provide the Purchaser with complete information concerning the operation of the Business, in order to put the Purchaser in a position to carry on in the place of the Seller.
- g. Immediately following the Closing, the Seller will discontinue use of the name HAYES NEWSAGENTS except in connection with the collection of the accounts receivable of the Business and the disposing of any inventory that were not part of the Assets sold to the Purchaser.

Disclosure

- 24. Upon the reasonable request of the Purchaser, the Seller will, from time to time, allow the Purchaser and its agents, counsel, accountant, employees, or other representatives to have unrestricted access to the premises of the Business and to all of the books, records, documents, and accounts of the Business, during normal business hours, between the date of this Agreement and the Closing Date, in order for the Purchaser to confirm the representations and warranties given by the Seller in this Agreement.

Conditions Precedent Not Satisfied

- 25. If either Party fails to satisfy any condition precedent as set out in this Agreement on or before the Closing Date and the opposite Party does not waive that condition precedent, then this Agreement will be null and void and there will be no further liability as between the Parties.

Employees

- 26. The Transfer of Undertakings (Protection of Employment) Regulations will apply to this Agreement so that the contracts of employment for all employees will have effect as from the Closing Date as if the contracts of employment had been made between the Purchaser and the employees.
- 27. The Business has maintained complete and accurate records of employment for each of its employees as required by all relevant governmental and regulatory bodies including, but not limited to, periods of employment, all payments including salary, sick pay and maternity pay, income tax and social security contributions, and any documentation relating to disciplinary issues, health and safety issues and termination of employment.
- 28. The Seller will indemnify the Purchaser against any claim originating or relating to the employment of any of the employees during the period of employment up to and including the Closing Date including claims related to any failure on the part of the Seller to comply with the duties and obligations of the Transfer of Undertakings (Protection of Employment) Regulations.
- 29. The Purchaser will indemnify the Seller against any claim originating or relating to the employment of any of the employees for the period of employment starting the day after the Closing Date including claims related to any failure on the part of the Purchaser to comply with the duties and obligations of the Transfer of Undertakings (Protection of Employment) Regulations.
- 30. The Seller will be solely responsible for all employee compensation and all related governmental and regulatory contributions incurred by the Business up to and including the Closing Date including all salaries, benefits, bonuses and any other compensation of any kind owing to all employees up to and including the Closing Date. The Seller will be responsible for paying out all vacation days, sick days, personal days and other compensated time off accrued by all employees up to and including the Closing Date.

31. All employee compensation and all related governmental and regulatory contributions incurred by the Business after the Closing Date including all salaries, benefits, bonuses and any other compensation of any kind owing to all employees starting the day after the Closing Date will be the sole responsibility of the Purchaser.
32. To the best knowledge of the Seller no labor dispute is currently in progress, pending or threatened involving the employees of the Business that would interfere with the normal productivity or production schedules of the Business.

VAT

33. The Purchaser will have no liability and does not assume any duties or responsibilities for any claims or liability relating to unpaid VAT owing for the period up to and including the Closing Date. The Seller will indemnify the Purchaser against any such claims or liability.

Rights of Third Parties

34. A person who is not a party to this Agreement will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.

Non-Assumption of Liabilities

35. It is understood and agreed between the Parties that the Purchaser is not assuming and will not be liable for any of the liabilities, debts or obligations of the Seller arising out of the ownership or operation of the Business prior to and including the Closing Date.
36. The Seller will indemnify and save harmless the Purchaser, its officers, directors, employees, and agents from and against all costs, expenses, losses, claims, and liabilities, including reasonable legal fees and disbursements, or demands for income, sales, excise or other taxes, suffered or incurred by the Purchaser or any of the above mentioned persons arising out of the ownership or operation of the Business prior to and including the Closing Date.

Transfer of Third Party Contracts

37. This Agreement should not be construed as an assignment of any third party contract from the Seller to the Purchaser if the assignment would be a breach of the third party contract.
38. The Purchaser will be solely responsible for acquiring new contracts with third parties where the existing contracts are not legally assignable from the Seller to the Purchaser.
39. Notwithstanding any other provision in this Agreement to the contrary, the Seller will not be liable for any losses, costs or damages of any kind including loss of revenue or decrease in value of the Business resulting from the failure of the Purchaser to acquire any third party contracts.

Notices

40. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to

the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing

Expenses/Costs

41. The Parties agree to pay all their own costs and expenses in connection with this Agreement.

Mediation and Arbitration

42. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
43. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Country of England. The arbitrator's award will be final and judgment may be entered upon it by any court having jurisdiction within the Country of England.

Severability

44. The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.
45. Where any provision in this Agreement is found to be unenforceable, the Purchaser and the Seller will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

Governing Law

46. This Agreement will be governed by and construed in accordance with the laws of the Country of England.

Jurisdiction

47. The courts of the Country of England are to have jurisdiction to decide and settle any dispute or claim arising out of or in connection with this Agreement.

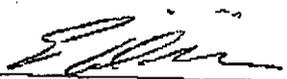
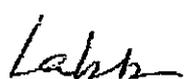
General Provisions

48. This Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
49. This Agreement may only be amended or modified by a written instrument executed by all of the Parties.

20/02/2012

- 50. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
- 51. This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.
- 52. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
- 53. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
- 54. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.
- 55. Time is of the essence in this Agreement.
- 56. This Agreement may be executed in counterparts.
- 57. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 1st day of February, 2012.

	
(Witness) <u>EMMA WILLIAMS AND (PCL 190)</u>	LAKHINDER BADYAL (Seller) 20/02/12
	
(Witness) <u>S. PANICKER (PCL 190)</u>	DALVINDER SINGH (Purchaser) 20/02/12

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RESPONSIBLE AUTHORITIES FOR GRANT, VARIATION OF A PREMISES LICENCE OR CLUB PREMISES CERTIFICATE WITHIN THE LONDON BOROUGH OF HILLINGDON

The applicant must send the original application to the Licensing Service and a complete copy of the application including the form, operating schedule and plan in the prescribed form to each responsible authority as follows:-

<p>The Licensing Service London Borough of Hillingdon Civic Centre A357 High Street Uxbridge UB8 1UW licensing@hillington.gov.uk <i>Licensing Authority</i></p>	<p>Chief Officer of Police c/o Northwood Police Station Murray Road Northwood HA6 2YW Attn Sgt I Meens licensing-xh@met.pnn.police.uk <i>Hillingdon Police Enforcement</i> *for all areas except Heathrow</p>
<p>Chief Officer of Police (Licensing) Heathrow Police Station East Ramp Hounslow TW6 2DJ <i>Heathrow Police Enforcement</i> *for Heathrow area <u>only</u></p>	<p>Fire Safety Regulation: North West Area 1 London Fire Brigade 169 Union Street London SE1 0LL Attn: North West Area Team hillingtongroup@london-fire.gov.uk <i>Hillingdon Fire Authority</i></p>
<p>Service Manager- Safeguarding Children and Quality Assurance 4S/07 Social Services London Borough Of Hillingdon Civic Centre Uxbridge UB8 1UW PHewitt@hillington.gov.uk <i>A body involved in the Protection of Children from Harm</i></p>	<p>Food, Health and Safety Team London Borough of Hillingdon Civic Centre Uxbridge UB8 1UW environmentalhealthcp@hillington.gov.uk <i>Enforcing Authority for the Health and Safety at Work Act 1974</i></p>
<p>Trading Standards Service London Borough of Hillingdon Civic Centre Uxbridge UB8 1UW Attn Divisional Trading Standards Officer tradingstandards@hillington.gov.uk <i>Enforcing Authority under the Weights and Measures Act 1985</i></p>	<p>Environmental Protection Unit London Borough Of Hillingdon Civic Centre Uxbridge UB8 1UW environmentalhealthepu@hillington.gov.uk <i>Enforcing Authority for matters relating to Environmental Pollution and Public Nuisance</i></p>
<p>Head of Planning and Enforcement London Borough Of Hillingdon Civic Centre Uxbridge UB8 1UW planning@hillington.gov.uk <i>The Planning Authority</i></p>	

