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LICENSING SUB-COMMITTEE

Wednesday, 17 June 2020 at 10.00 am
Virtual Meeting / Remote - Link to View Live
Event https://teams.microsoft.com/join/19%3ameeting_ZDIkYmMxYjAtOTgzOS00ODJhLWlyZDEtZGNhNjg0YzcyMjJi%40thre ad.v2/0?context=%7b%22Tid%22%3a%22cc18b

Contact: Jane Creer
Committee Secretary
Direct : 020-8132-1211
Tel: 020-8379-1000
Ext: 1211
E-mail: jane.creer@enfield.gov.uk
Council website: www.enfield.gov.uk

Councillors : Mahmut Aksanoglu (Chair), Vicki Pite and Chris Dey

AGENDA – PART 1 – SUPPLEMENTARY REPORT 3

**3. BROOMFIELD COFFEE BAR, 64 ALDERMANS HILL, LONDON N13 4PP
(REPORT NO. 262) (Pages 1 - 26)**

Application for a Review of premises licence.

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MUNICIPAL YEAR 2020/21 REPORT NO.

COMMITTEE:
Licensing Sub-Committee
17 June 2020

REPORT OF :
Principal Licensing Officer

LEGISLATION :
Licensing Act 2003

Agenda - Part	Item
<p>SUBJECT: Application for a Review of premises licence</p> <p>PREMISES: Broomfield Coffee Bar, 64 Aldermans Hill, LONDON, N13 4PP</p> <p>WARD: Southgate Green</p>	

SUPPLEMENTARY REPORT 3

1. On 11 June 2020, at 12:39, further supporting documents were received in support of Mr Borufi's representation. These are now attached in Annex 10 and include:

Documents re: ownership of Premises:

- Official Copy Entries of Freehold title showing registered proprietor as John Charles Edgar
- Official Copy Entries of Leasehold title showing registered proprietor of the ground floor premises as Broomfield Coffee Bar Limited

Documents re: ancillary matters

- Plan of the area
- Contract with EuroSafety International re Covid-19 precautionary measures and compliance with Covid 19-Public Health safety
- Fixed Penalty Notice dated 28th May 2020 together with proof of payment/receipt for £240
- Photographs of the Premises showing notices clearly displayed regarding Social distancing and need to respect neighbours

Documents re: signatures in support of the Licenced Premises

- Document headed, " Please make a comment on Broomfield Coffee Bar" - List of supporting signatories following the service of the breach notice.

Documents re: addressing steps taken re noise issues:

- Email from Goncalo Lemos of KP Acoustics, regarding 64 Aldermans Hill, London N13 PP – re sound installation but inability to address by reasons of refusal of access to the 1st floor flat above, dated 10th June 2020
 - Email from Keith Loosley of Knight Sound and Light dated 22nd May 2020 – re: proposed sound limiter Installation at the Premises
2. On 11 June 2020, it was identified that the representations supplied by IP17 and IP18, namely the representations against the review and in support of the premises licence holder, had been unintentionally omitted from the initial published report. Those representations are now attached as Annex 11.

Annex 10

HM Land Registry



Official copy of register of title

Title number MX294310

Edition date 15.10.2014

- This official copy shows the entries on the register of title on 10 JUN 2020 at 13:10:55.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 10 Jun 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.

A: Property Register

This register describes the land and estate comprised in the title.

ENFIELD

- 1 (14.08.1954) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 64 Aldermans Hill, London (M13 4PP).
- 2 The land has the benefit of a right of way over the passageway at the back leading into Grovelands Road.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (05.08.2003) PROPRIETOR: JOHN CHARLES EDGAR of [REDACTED]
- 2 (05.08.2003) The price stated to have been paid on 16 May 2003 was £[REDACTED]
- 3 (05.08.2003) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor of the Charge dated 16 May 2003 in favour of National Westminster Bank PLC referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Deed dated 16 January 1967 made between (1) The British Land Company

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The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number AGL325124

Edition date 02.11.2017

- This official copy shows the entries on the register of title on 10 JUN 2020 at 13:12:02.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 10 Jun 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

ENFIELD

- 1 (15.10.2014) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above title filed at Land Registry and comprising the ground floor restaurant being 64 Aldermans Hill, London (N13 4PP).
- 2 (15.10.2014) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 24 September 2014
Term : 20 years from 24 September 2014
Parties : (1) John Charles Edgar
(2) Sabrina Shah and Asma Shah
- 3 (15.10.2014) The Lease prohibits or restricts alienation.
- 4 (15.10.2014) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 5 (15.10.2014) The land has the benefit of a right of way over the passageway at the back leading into Grovelands Road.
- 6 (15.10.2014) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (02.11.2017) PROPRIETOR: BROOMFIELD COFFEE BAR LIMITED (Co. Regn. No. 10832599) of 64 Aldermans Hill, London N13 4PP.
- 2 (02.11.2017) The price stated to have been paid on 20 October 2017 was £1,000.

Title number AGL325124

B: Proprietorship Register continued

- 3 (02.11.2017) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (02.11.2017) The covenant implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor is modified.

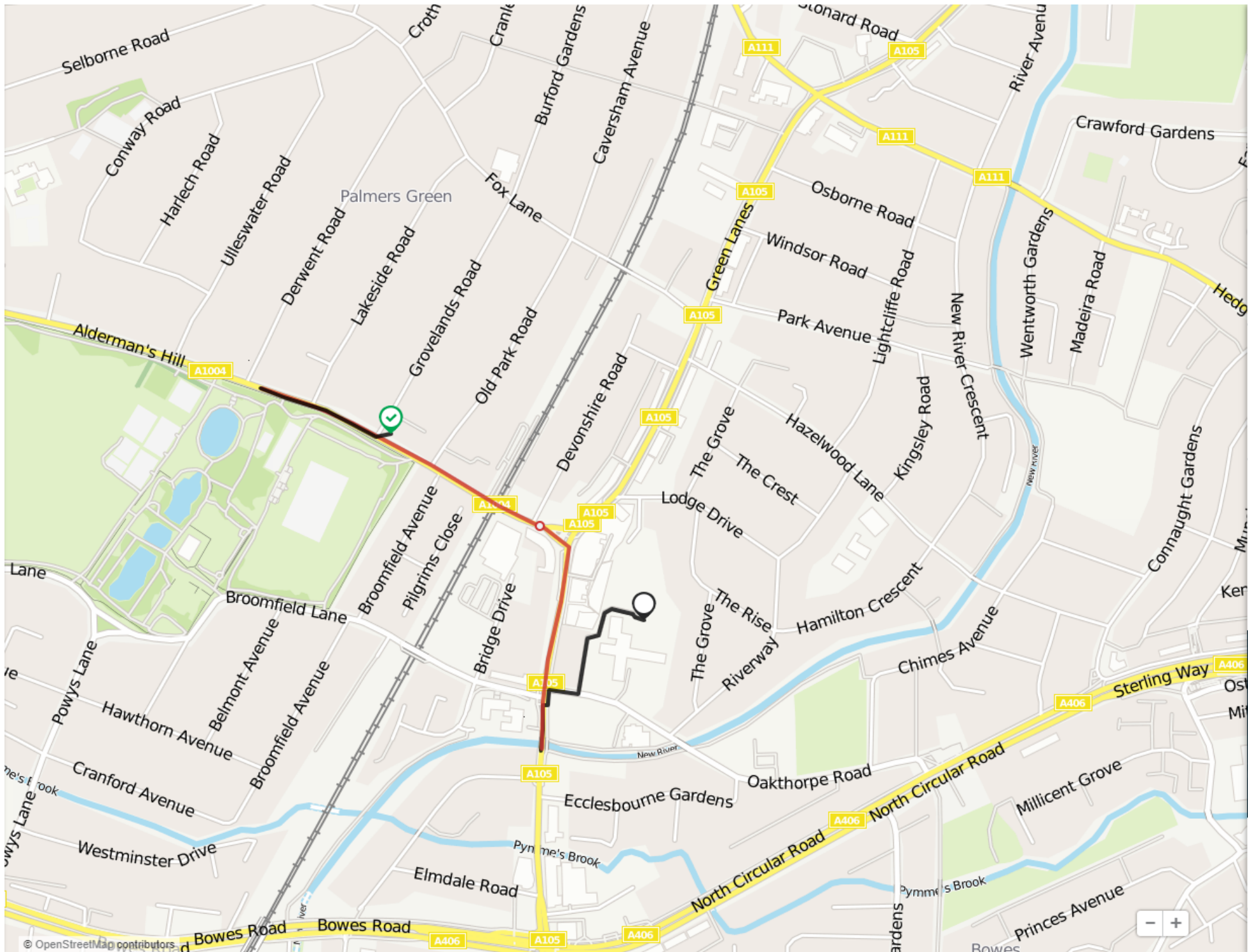
C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (15.10.2014) A Deed dated 16 January 1907 made between (1) The British Land Company Limited and (2) Edmondsons Limited contains or refers to restrictive covenants but, the documents having been destroyed by enemy action, no particulars of such covenants could be obtained on first registration.


End of register

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£120.-
↑

BOOKING/SALES FORM					
	1ST VISIT	2ND VISIT	3RD VISIT	4TH VISIT	5TH VISIT
15/05/20 → 2 Disinfection (£125.-) Cash paid	15/04/20	15/05/20			
					
CONTRACT NO: MONTHLY 001 CONTRACT TYPE: FULL ACTION CODE: SETUP AND DISINFECTION					
INVOICE DETAILS:					

PROPRIETOR: ARTAN BORUFI **CONTRACT TERM:** 12 MONTHS
PREMISES NAME: BROOMFIELD COFFEE BAR
PREMISES ADDRESS: 64 ALDERMANS HILL N13 4PP
COMPANY OR PERSONAL EMAIL ADDRESS: [REDACTED]
PREMISES TEL NO: [REDACTED] **MOBILE:** [REDACTED]

esiIPC Services Powered by ESI

Type of Service	Unit Price	Quantity	Paid	Total Due	
IPC COURSE LEVEL II	£250				
esiIPC® SYSTEM SETUP	£750	X 1	£750.-		
SITE DISINFECTION UP TO 50 M2	£125	First one is free (*)			
SITE DISINFECTION UP TO 100 M2	£250				
CUSTOMISED SITE DISINFECTION OVER 100 M2					
EXTRA SERVICES & EQUIPMENT:					
ONE-YEAR-LONG CONTRACTS	Direct Debit	One-off Cash			
esiIPC® + DEEP DISINFECTION PLAN WEEKLY (50 M2)	£6,500	£4,800			
esiIPC® + DEEP DISINFECTION PLAN FORTNIGHTLY (50 M2)	£3,250	£2,400			
esiIPC® + DEEP DISINFECTION PLAN MONTHLY (50 M2)	£1,500	£1,200	X		
esiIPC® + DEEP DISINFECTION PLAN WEEKLY (100 M2)	£13,000	£8,000			
esiIPC® + DEEP DISINFECTION PLAN FORTNIGHTLY (100 M2)	£6,500	£4,000			
esiIPC® + DEEP DISINFECTION PLAN MONTHLY (100 M2)	£3,000	£2,000			
NOTES:	CASH	CARD	BANK	DUE	TOTAL
Cash paid £650.-	£10.-		N/A	£652	£750.-

I agree to pay any outstanding amount within the stated invoice period mentioned in the terms and conditions.
 If I fail to comply with this I understand I will be liable for interest amount also mentioned in the terms and conditions.
 By signing this form I agree to the terms and conditions provided for me to read.

Client Initials: ARTAN BORUFI **DOB**
Date: 13/04/2020
Client Signature: [REDACTED]

Signature: [REDACTED]
Representative: NANCY
Date: 13/04/2020

Santander Bank / Account: 33923025 Sort Code: 09-01-28	Tel: 02084600606
Office Address: 84 Hayes Lane, Bromley BR2 9EE	Mobile: 07786308409
Company Registration No: 9828286	E-mail: info@eurosafetyinternational.co.uk

Payment Agreement

By this contract, **The Client, name mentioned on the booking/sales form**, agrees to make payments to **ESI**, hereafter known as "The Representative" by the following schedule in exchange for **the Products/services rendered in the booking/sales form**. This payment schedule is enforceable by law, and the methods described below will be use in cases of delinquent payment. By this agreement, it is agreed that a payment of **the amount mentioned in the booking/sales form** will be surrendered to the ESI either initially before the service is provided, or else by any other payment plan scheduled by ESI. If so, mentioned in the invoice section of the booking/sales form. This agreement is binding, and failure to meet its terms will allow the ESI to take certain recourse. First, late payments will incur a fee of **5% of the initial service fee every 7 Days**. Insufficient payment and bounced checks will incur a fee of **10% of the payment mentioned on the check**. If payment should not be delivered at all, ESI will be entitled to contacting a debt collection service, or else, take legal action in breach of this contract. In addition,

Data Protection Act 2018

As per the General Data Protection Regulation of 2018, By this contract, The Client, name mentioned on the booking/sales form, agrees to provide ESI with personal data, (The Act, unless the context otherwise requires, 'data' means (a) information which is being processed by means of equipment operating automatically in response to instructions given for that purpose, (b) is recorded with the intention that it should be processed by means of such equipment, (c) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system) and furthermore, agrees to be bound by the fact that ESI might keep the data provided by or on behalf of the name mentioned above up to 10 years after the content or service has been provided by ESI.

By this Contract, you are also authorising ESI to promote and advertise their business with the documentation either you provide, and/or with the documentation ESI it self makes for the case in concern with this contract. This may include any performances, certifications, and personal information. However, all these will be advertised or promoted to third parties to a degree of not invading the client's own privacy; which includes Home Address and Telephone Contact Details. In addition,

Booking Agreement

By this contract, the clients are bound by the booking made in regards to the services provided by ESI, if was offered, or else, was desired, by the client mentioned in the booking/sales form. This agreement is made on the date mentioned in the booking/sales form between hereafter the client mentioned in the booking/sales form, (in which has had the authority of booking the services mentioned, or else, has booked the services with permission from an authorised body or/and person) and thereafter us, represented in this matter by ESI. The Client hereby engages ESI to provide the Performance generally described below under the following terms:
All persons engaged to get provided the Performance/Service are named in the attachment of the booking/sales form. The clients name, address, telephone number(s), and email address, The date and time of the Performance/service, the

whereabouts of the services and other general descriptions of the services has been hereby confirmed to be executed within communicational agreements made between the contractors. The Client shall commence at the time discussed in the initial meeting verbally/written, and end at the time discussed in the initial meeting verbally/written. An intermission lasting the amount-discussed verbally/written might be taken by Performer approximately the amount of time discussed verbally/written after the Performance commences. The Client shall pay to ESI the sum of the amount discussed immediately following the end of the Performance if the payment was not made prior to the performance/service taking place. Payment shall be by check payable to ESI (Followed by company name the case has been submitted by) or cash. Any tips or other payments made to Performer by third parties shall not be deducted from this fee. The Client shall make every effort to prevent any recording or transmission of the Performance without the written permission of ESI. The Client and ESI shall be excused from their obligations hereunder in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control. **However, if any of the above conditions has not been proven to be the reason of cancelation, there will be consequences as mentioned in the Cancellation policy below.** In addition,

Cancellation Policy

For Bookings of Training/Certification

Registration Cancellation by ESI
ESI reserves the right to cancel an event to low enrolment, lack of employee or other circumstances which would make the event non-viable.

If ESI cancels a training event, registrants will be offered a full refund or option to change the training date to one which is the soonest available.

Should circumstances arise that result in the postponement of an event, ESI has the right to either issue a full refund or transfer registration to the same event at the new, future date.

Registration Cancellation by Participant

Unless specifically stated on registration materials, the deadline to receive a refund for your registration is 30 business days before the event, or, if any work has been participated upon on behalf of ESI for the clients case. This includes any paperwork, any appointments or any other planning in accordance to your case.

Registration cancellations received prior to the deadline may be eligible to receive a refund less a 10% service fee of the original payment made in booking the event/training.

Cancellations received after the stated deadline will not be eligible for a refund. Refunds will not be available for registrants who choose not to attend an event. Cancellations will be accepted in writing only and must be received by the stated cancellation deadline.

All refund requests must be made by the attendee or credit card holder.

Refund requests must include the name of the attendee and/or transaction number. Refunds will be credited back to the original credit card used for payment.

These above policies apply to all ESI Events unless otherwise noted in the corresponding event materials. Please read all individual event information thoroughly.

By signing this agreement, you are agreeing to be the person authorised to make this legally binding contact on behalf of an individual or a company itself. In addition, all parties agree to the terms as described above. Alterations to this agreement can only be made by both parties and must be placed in writing. Both parties will receive a printed copy of this agreement, and will be responsible for upholding its terms.

ESI Immigration would like to state that the client will receive a Client Care Letter in addition to the general Terms and Conditions mentioned in this contract.

As the companies procedure, the authorised ESI Agent would've asked the client whether or not they would desire a larger sized copy of this contract. Therefore you are signing this contract with full confidence that you have read all points of the terms and conditions and agree with all points made.

Please mark this box if you have required a larger copy of the terms and conditions.

I agree that ESI and its related companies may use my data for relevant marketing purposes.

Authorised Clients Name
ARTAN BORUFI

Authorised Clients Signature


Date / Time 13/04/20

ESI Agent Name


ESI Agent Signature


Notice number: [REDACTED]
FPN_LLA & EPA 1990

FIXED PENALTY NOTICE:
London Local Authorities Act 2004
(Schedule 2)



OFFENCE: BREACH OF A SECTION 80 ABATEMENT NOTICE

MR. ARJAN BORUET
[REDACTED]

I, Joynul Islam, an authorised officer of Enfield Council have reason to believe that you have committed an offence details of which are contained in this notice. This notice offers you the opportunity of discharging any liability to conviction for that offence by payment of a fixed penalty of **£400**. No proceedings will be taken for this offence before the expiration of 28 calendar days following the date of this notice. The expiration date is 25/06/2020. You will not be liable to conviction for the offence if you pay the fixed penalty before 28 CALENDAR DAYS. An early payment discount will apply if the penalty is paid before the end of the period of 14 calendar days beginning with the date of the notice. The last date for early payment is 11/06/2020. The amount to be paid for an early payment discount is **£240**.

Date of offence:

14TH MARCH 2020

Location of offence:

BROOMFIELD COFFEE BAR, 64 ALDERMANS HILL, LONDON, N14 4PP

Offence:

Breach of Section 80 Abatement Notice served under Environmental Protection Act 1990

Circumstances alleged to constitute the offence:

STATUTORY NUISANCE CAUSED BY THE PLAYING OF LOUD MUSIC
IN BREACH OF SECTION 80 ABATEMENT NOTICE SERVED ON 19/2/2020.

PLEASE NOTE: If you do not pay the fixed penalty within the period of 28 calendar days, you are liable to be prosecuted for the offence described above and if convicted could receive a fine of up to ~~£1,000~~ ^{£20,000} in the Magistrates Court, up to ~~£20,000~~ ^{£20,000}.

Signature of Authorised Officer [REDACTED]	Name Joynul Islam
	Date 28 MAY 2020

Environmental Protection Team, PO Box 57, Civic Centre, Silver Street, Enfield, EN1 3XH

PAYMENT INFORMATION IS GIVEN ON THE BACK OF THIS NOTICE

← WorldPay CARD transaction C...

Please retain for your records

Thank you

Your transaction has been processed by WorldPay, on behalf of London Borough of Enfield.

Transaction details:

Transaction for the value of: GBP 240.00

Description:

From: London Borough of Enfield

Merchant's cart ID: [REDACTED]

Authorisation Date/Time: 10/Jun/2020

16:48:19

WorldPay's transaction ID: [REDACTED]

This is not a tax receipt.

Enquiries

This confirmation only indicates that your transaction has been processed successfully.



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PLEASE MAKE A COMMENT ON BROOMFIELD COFFEE BAR

DATE	NAME	EMAIL / MOBILE	COMMENT	SIGNATURE
27-04-20	A. FERZINU	[REDACTED]	BROOMFIELD COFFEE BAR IS A FRIENDLY PLACE SERVES THE LOCAL COMMUNITY	[REDACTED]
27.04.20	CHRIS SIMCOU	[REDACTED]	WAS GIVE HIGH FOOD AND HYGIENE RATING AND VERY GOOD CUSTOMER SERVICE. I COULD REPEAT EXPERIENCE TO SUPPORT THE BY THE PARK	[REDACTED]
27.04.20	Jordan Lio	[REDACTED]	FANTASTIC CAFE THAT I FREQUENT DAILY. THE STAFF ARE FRIENDLY AND RESPECTFUL. IT IS ONE OF THE FEW BUSINESSES WITHIN PALMER GREEN WITHIN THE COUNCIL SHOULD BE PROUD TO HAVE IN THEIR BOROUGH. BRUCCAS SERVICE, Very Clean and Tidy. Great Cattle!	[REDACTED]
27/4/20	S M EINHORN	[REDACTED]	Drop in here for a nice fine delicious.	coffee bar it's
28/4/20	C. MILLER	[REDACTED]	Stopped for a coffee take away, lovely service all around.	[REDACTED]
28/4	M. DWERK	[REDACTED]	A great service we have seen very grateful for this during lockdown	[REDACTED]

PLEASE MAKE A COMMENT ON BROOMFIELD COFFEE BAR

DATE	NAME	COMMENT	SIGNATURE
28/4/20	Pavi	nice coffee and very friendly	[Redacted]
28/4/20	Akshon	very nice coffee :)	[Redacted]
28/4/20	SAKE	GREAT COFFEE + AMAZING STAFF	[Redacted]
28/4/	Toms.	BEST COFFEE.	[Redacted]
28/4/20	CAROL	BEST COFFEE - BEST SERVICE	[Redacted]
28/05/20	NAVCI	THE BEST WRAP IN LOCALITY	[Redacted]
28/4/20	E. BARRIS	QUALITY FOOD and GOOD SERVICE	[Redacted]
29/4/20	OWNSU	GOOD ENVIRONMENT	[Redacted]
11/11/	Sue & Ray	Lovely friendly Service	[Redacted]
11/11/	A. DRY	Friendly + great coffee	[Redacted]
29/4/20	FORD. WALKYANA	Very friendly people proactive humble	[Redacted]
25/04/20	PAT KEANEY	Thanks for staying open - We need you !!	[Redacted]
29th/04/20	FRIZO	Thanks for staying open.	[Redacted]
20/4/20	CHRIS	Great coffee, friendly staff	[Redacted]
26/4/20	DAN TEJER	wonderful service & very friendly	[Redacted]

DATE	NAME	EMAIL / MOBILE	COMMENT	SIGNATURE
30/4/19	CHAUHAN		BEST SHOP EVER	
02/5/20	AGRAWAL		VERY PLEASED WITH THE SERVICE NICE COFFEE AND VERY GOOD FOOD.	
02/5/20	ARZAN		VERY GOOD PLACE Lovely people, good atmosphere, good coffee (they have songs as well) Will be back! BEST service ever!	
3/5/20	UCL		Best coffee Swire	
04/05/20	MBELETRICAL		VERY GOOD COFFEE FRESHLY STAFF IS GOOD. I HAVE THIS ALWAYS!	
04/05/20	E. Gjeta		Very pleased for this coffee to be even. Change this place.	
03/05/20	E. Dogleu		Your coffee is lovely - only fill up the cups service and coffee	cup please
11/5/20	Daveen			
	Damy			
12/5/20	ED DASTA		Very good service ***	
12/5/20	ROSS GATES		VERY FRIENDLY + GOOD SERVICE. WELCOMING	
12/5/20	FERRA		Amazing service especially waiters	
15/5/20	H. Duvisha		Best coffee in a town	
15/5/20	M. HOXHA		GREAT COFFEE and SERVICE	

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From: Goncalo Lemos
Sent: 10 June 2020 17:32
To: [arjanborufi](#); John Palmer >
Subject: 20943: Bromfield cafe, 64 Aldermans Hill, London, N13 4PP

Dear Sirs,

We can confirm that we received instructions from Mr.Borufi to arrange a site inspection at the above premises and to advise in relation to the issue of sound insulation between the café and the residential unit above. We advised that access would be required not only to the premises but also into the flat above, being the receiver complaining about noise.

We were subsequently informed that the tenant of the flat was not agreeable to us being given access to their flat. We were, therefore, obliged to cancel our scheduled site visit, as any inspection at the Café Premises without access to the flat above, would be a futile exercise. Consequently, we would not be able to conduct effective acoustic tests and recommend any appropriate remedial measure to the floor between the café and the Flat above.

We confirm that once the occupier of the premises above is prepared to allow access into the property, we would be pleased to attend both premises and undertake the necessary inspection and follow-up with suitable recommendations.

Kind regards,

Gonçalo Lemos
Senior Acoustic Consultant
B.Eng MIEEnvSc MIOA



www.kpacoustics.com

London Office

Manchester Office

1 Galena Road,

London, W6 0LT

tel. +44 (0) 208 222 8778

82 King Street,

Manchester, M2 4WQ

tel. +44 (0) 161 518 5806

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

From: "Keith Loosley" <

To: "Arjan Borufi" <

Cc:

Sent: Fri, 22 May 2020 at 14:11

Subject: Re: Request Sound limiter

Hi Arjan

To follow up from my previous email and just to clarify the works required on your property I can confirm we will book a site survey as soon as Government restrictions allow us to visit your premises to quote you on the supply and installation of a Formula Sound noise limiter at the moment we believe this to be after the 1st June. There are various types and until we visit I can not give you an exact quotation but as a guild, they are normally supplied and installed for £1200.00 plus VAT.

The installation will include us setting the sound level to either your own agreed level or in conjunction with your local authority EHO if required assuming this setting can be performed during normal working hours the settings will be logged and the board sealed with tamper-proof seals, any arrangement to do this outside of our normal trading hours 9 am - 5 pm would incur a further charge.

If we find during our survey any other issues outside of the control of the noise limiter eg acoustic vibration sound leakage etc we will advise you and quote for this work separately if required.

Regards

Keith



Keith Loosley / Managing Director
keith@knightsoundandlight.com / 020 8579 0144

Knight Sound and Light Ltd
www.knightsoundandlight.com
98-100 Uxbridge Road, Hanwell, London, W7 3SU



On Thu, 21 May 2020 at 15:39, Keith Loosley < > wrote:

Hi Arjan

Thank you for your email I'm hoping to be able to start booking jobs from the 1st June So I will contact you as soon as we know we are allowed to do this.

Regards

Keith



Keith Loosley / Managing Director
keith@knightsoundandlight.com / 020 8579 0144

Knight Sound and Light Ltd
www.knightsoundandlight.com
98-100 Uxbridge Road, Hanwell, London, W7 3SU



Annex 11

Representations against the review (in support of the premises licence holder)

IP17 Representation

My name is xxxxx and I am the owner and landlord of premises known as 64 Aldermans Hill, Palmers Green, London, N13 4PP.

These premises have a restaurant at front elevation, pavement level and six bedsits on two upper floors of the property, bedsit rooms both front and rear. I have owned these premises for 37 years but have only personally managed the property since 2003.

I write to you regarding your letter dated 23rd April 2020, addressed to my tenant of the commercial premises/restaurant, Mr Arjan Borufi of Broomfield Coffee Bar Ltd. Suffice it to say, I am deeply concerned with the contents of your communication.

My current tenants, Mr Borufi and his wife Tila, have grasped the correct formula to make their business a success and I am delighted by their entrepreneurial style and approach.

I have spoken to Mr & Mrs Borufi regarding the noise and the potential for nuisance and they will ensure that going forward this is strictly monitored and I have also provided them with a noise decibel reader in order that they can subjectively monitor the noise emanating from their premises when they are hosting events.

I do wish to attest to the character of my tenants. I believe Mr & Mrs Borufi to be an honest and hard-working couple and originally from Albania.

They have been in residence in UK for 18 years and are British Citizens. They own their own house in Enfield and have two children and a third expected in August. In addition, they have adopted three children through the London Borough Enfield's adoption service. I have no doubt that your Council's Social Services Department rigorously vetted their applications and can confirm my impression of them.

I would request that you apply some leniency to this matter and note that I will work with Mr & Mrs Borufi to address any concerns that you may have regarding their adherence to the requirements of their licence.

IP18 Representation

I have taken an interest in the above application to review this establishment's license because I am a member of various local residents' networks and had previously heard some concerns about men gathering on the pavement. However I have now seen the full application and note that the main reason for the proceedings is noise nuisance.

The bar appears to be a social space for East European workers who probably lead quite disadvantaged and lonely lives. The fact that they come from a different culture may feel uncomfortable to some residents, but we live in a multicultural city and these are hard times for everyone, in which we must show extra tolerance and understanding.

I do not live on top of these premises and I sympathise with the residents who are being disturbed by the music. But I have lived in an old building before, where insulation was poor, and we could hear the music and TV from the flats above and below. We were advised by the Local Authority that this is a very common problem in older properties and little can be done.

If I chose to live above or next to a bar, such as Broomfield Cafe, I would know to expect music, loud voices, and clanking of bottles being placed in the recycling bin. All of us have visited bars and restaurants with loud music, there are thousands of them around London.

As to people on the pavement, before the lockdown it was very common to see people gathered on the pavements outside pubs, and this was considered normal. Now, and provided distancing rules are reasonably followed during the lockdown, we should show some tolerance.

The records suggest that the owners have tried all along to comply with the numerous and onerous instructions received (including, I note, keeping records of trainings, records of refusals, etc etc -- a heavy administrative burden for such a small outfit) , albeit with some delays and not to perfection. The impression from the records is that at times the authorities have been particularly harsh - for example, when the owners were apparently stopped from being at the premises redecorating and preparing for selling take-aways (which they probably need to do to survive as a business) on the basis that it was a non-essential trip, when, by contrast, builders and decorators were allowed to travel and to work during the lockdown.

In short, I note that there is no record of serious criminal offences , or regular drunken behaviour or other serious disturbances. If that were the case, my neighbours and us would support the application, but in essence the issue is that immediate neighbours are disturbed by noise, which is regrettable but perhaps something that can be alleviated with volume control.

On the basis of the records available, I believe that the Licensing Authority's request

for a total ban on music is excessive and hope that a fair and proportionate arrangement can be put in place.

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