

Public Document Pack



LICENSING SUB-COMMITTEE

Wednesday, 26 February 2014 at 10.00 am
Council Chamber, Civic Centre, Silver Street,
Enfield, EN1 3XA

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Williams
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Councillors : George Savva (Chairman), Christine Hamilton and Don Delman

AGENDA – PART 1

1. WELCOME AND APOLOGIES

2. DECLARATION OF INTERESTS

Members are asked to declare any disclosable pecuniary, other pecuniary or non pecuniary interests relating to items on the agenda.

3. PALMS OF ENFIELD, 467 GREEN LANES, PALMERS GREEN, N13 (REPORT NO.214) (Pages 1 - 80)

Application for a new club premises certificate.

4. EXCLUSION OF THE PRESS AND PUBLIC

If necessary, to consider passing a resolution under Section 100A(4) of the Local Government Act 1972 excluding the press and public from the meeting for any items of business moved to part 2 of the agenda on the grounds that they involve the likely disclosure of exempt information as defined in those paragraphs of Part 1 of Schedule 12A to the Act (as amended by the Local Government (Access to Information) (Variation) Order 2006).

(There is no part 2 agenda)

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MUNICIPAL YEAR 2013/14 REPORT NO.

COMMITTEE :
Licensing Sub-Committee
26 February 2014

REPORT OF :
Principal Licensing Officer

LEGISLATION :
Licensing Act 2003

Agenda - Part	Item
<p>SUBJECT : Application for a new club premises certificate</p> <p>CLUB PREMISES : Palms of Enfield 467 Green Lanes, Palmers Green N13</p> <p>WARD : Winchmore Hill</p>	

1 **LICENSING HISTORY & CURRENT POSITION :**

Palmers Green Billiard & Social Club

- 1.1 On 9 August 2005 an application by the Palmers Green Billiard & Social Club to convert an existing Justices Club Registration Certificate to a Club Premises Certificate, which was not subject to any representations, was granted by officers in accordance with delegated powers.
- 1.2 On 19 April 2011 the Club Secretary of the Palmers Green Billiard & Social Club duly surrendered the Club Premises Certificate.

Big Bluff Private Members Club

- 1.3 On 15 June 2011 an application by Big Bluff Private Members Club for a new Club Premises Certificate, which was subject to representations from the Metropolitan Police Service, the Trading Standards Responsible Authority and an Interested Party, was granted-in-part by the Licensing Sub-Committee. The Chairman of the Licensing Sub-Committee made the following statement : "Having read all the written representations and heard today from Trading Standards, the Interested Party and the applicant the decision of this Licensing Sub Committee has been to grant the application in part. We were pleased to learn that all the proposed conditions requested by Trading Standards and the Metropolitan Police Service have now been agreed by the applicant; and it is these conditions that manage the Licence. We listened attentively to the representation from Trading Standards and the Interested Party (Conifer Nursing Home), and have decided that their case was made out in respect of the sale of alcohol, in order to address the Licensing objectives, in particular the prevention of public nuisance. However we did not feel that there was sufficient evidence to limit the hours it is open to Members of the Club, especially as under different legislation, the club is permitted to be open for 24 hours. Members were not entirely happy with accepting the opening hours as applied for, but have acknowledged that under the Gambling Act 2005, the premises can still be open within these hours. Therefore the application is granted in part."
- 1.4 On 19 March 2013 the Licensing Sub-Committee was scheduled to consider submissions from the Licensing Authority. The Responsible Authority had submitted that it appeared that Big Bluff Private Members Club did not satisfy all of

the conditions for being a qualifying club in relation to the supply of alcohol to members or guests and had asked the Licensing Sub-Committee to give notice to Big Bluff Private Members Club duly withdrawing the Club Premises Certificate.

- 1.5 On 18 March 2013 the Club Secretary of the Big Bluff Private Members Club duly surrendered the Club Premises Certificate.
- 1.6 The club premises are not currently authorised to provide any licensable activities under the Licensing Act 2003.
- 1.7 A copy of a location map of the premises is attached as Annex 01.

2 **THIS APPLICATION :**

- 2.1 Application is made by **Palms of Enfield** for a new Club Premises Certificate. The application seeks :
 - 2.1.1 **Hours the premises are open to the public** : Sunday Saturday from 12:00 to 03:00 the following day.
 - 2.1.2 **Supply of alcohol (on supplies only)** : Sunday Saturday from 12:00 to 03:00 the following day.
 - 2.1.3 **Indoor Sporting Events** : Sunday none, on Monday to Thursday from 19:00 to 23:00 and on Friday to Saturday none.
- 2.2 The application was advertised in accordance with the requirements of the Licensing Act 2003.
- 2.3 Each of the Responsible Authorities were consulted in respect of the application.
- 2.4 A copy of the application is attached as Annex 02.

3 **RELEVANT REPRESENTATIONS :**

- 3.1 **Metropolitan Police** : Representation is made on the grounds of the prevention of crime & disorder and the prevention of public. The authority considers that it is appropriate, for the promotion of the licensing objectives, to reject the application.
 - 3.1.1 A copy of the representation is attached as Annex 03.
- 3.2 **Licensing Authority (including Licensing Enforcement, Environmental Health, Trading Standards, Planning, Health & Safety and Children's Services)** : Representation is made on the grounds of the prevention of crime & disorder and the prevention of public. The authority considers that it is appropriate, for the promotion of the licensing objectives, to reject the application.
 - 3.2.1 Copies of all pertinent documentation pertaining to this representation is attached as Annex 04.

4 RELEVANT LAW, GUIDANCE & POLICIES :

- 4.1 The paragraphs below are extracted from either :
- 4.1.1 the Licensing Act 2003 ('Act'); or
- 4.1.2 the Guidance issued by the Secretary of State to the Home Office of October 2012 ('Guid'); or
- 4.1.3 the London Borough of Enfield's Licensing Policy Statement of April 2012 ('Pol').

General Principles :

- 4.2 The Licensing Sub-Committee must carry out its functions with a view to promoting the licensing objectives [Act s.4(1)].

- 4.3 The licensing objectives are :
 - 4.3.1 the prevention of crime and disorder;
 - 4.3.2 public safety;
 - 4.3.3 the prevention of public nuisance; &
 - 4.3.4 the protection of children from harm [Act s.4(2)].

- 4.4 In carrying out its functions, the Sub-Committee must also have regard to :
 - 4.4.1 the Council's licensing policy statement; &
 - 4.4.2 guidance issued by the Secretary of State [Act s.4(3)].

Cumulative Impact Policy :

- 4.5 The applicant premises/club premises is not located in a Cumulative Impact Policy Area [Pol s.9.21/22].

Hours :

- 4.6 The Sub-Committee decides licensed opening hours as part of the implementation of the licensing policy statement and is best placed to make decisions about appropriate opening hours in their area based on their local knowledge and in consultation with responsible authorities [Guid 10.11].

- 4.7 Stricter conditions with regard to licensing hours may be required for licensed premises situated in or immediately adjacent to residential areas to ensure that disturbance to local residents is avoided. This will particularly apply in circumstances where, having regard to the location, size and nature of the premises , it is likely that disturbance will be caused to residents in the vicinity of the premises by concentrations of people leaving, particularly during normal night-time sleeping periods [Pol s.8.4].

Conditions :

- 4.8 In completing an operating schedule, applicants are expected to have regard to the statement of licensing policy for their area. They must also be aware of the expectations of the licensing authority and the responsible authorities as to the steps that are appropriate for the promotion of the licensing objectives, and to demonstrate knowledge of their local area when describing the steps they propose to take to promote the licensing objectives [Guid 8.34].

- 4.9 Applicants are expected to provide licensing authorities with sufficient information to determine the extent to which their proposed steps are appropriate to promote the licensing objectives in the local area. Applications must not be based on

providing a set of standard conditions to promote the licensing objectives and applicants are expected to make it clear why the steps they are proposing are appropriate for the premises [Guid 8.40].

- 4.10 Conditions attached to licences and certificates must be tailored to the individual type, location and characteristics of the premises and events concerned. Standardized conditions should be avoided and indeed may be unlawful where they cannot be shown to be appropriate for the promotion of the licensing objectives [Guid 1.17].

Decision :

- 4.11 As a matter of practice, the Sub-Committee should seek to focus the hearing on the steps considered appropriate to promote the particular licensing objective or objectives that have given rise to the specific representation and avoid straying into undisputed areas [Guid 9.33].
- 4.12 In determining the application with a view to promoting the licensing objectives in the overall interests of the local community, the Sub-Committee must give appropriate weight to:
- 4.12.1 the steps that are appropriate to promote the licensing objectives;
 - 4.12.2 the representations (including supporting information) presented by all the parties;
 - 4.12.3 the guidance; and
 - 4.12.4 its own statement of licensing policy [Guid 9.34].
- 4.13 Having heard all of the representations (from all parties) the Sub-Committee must take such steps as it considers appropriate for the promotion of the licensing objectives. The steps are :
- 4.13.1 to grant the certificate subject to the mandatory conditions and such conditions as it considers appropriate for the promotion of the licensing objectives;
 - 4.13.2 to exclude from the scope of the certificate any of the qualifying club activities to which the application relates;
 - 4.13.3 to reject the application [Act s.72].

Background Papers :
None other than any identified within the report.

Contact Officer :
Mark Galvayne on 020 8379 4743



Palms of Enfield, 467 Green Lanes, LONDON, N13 4BS

LONDON BOROUGH OF ENFIELD
 CIVIC CENTRE, SILVER STREET
 ENFIELD, EN1 3XE
 TEL: 020 8379 1000



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Application for a club premises certificate to be granted under the Licensing Act 2003

PLEASE READ THE FOLLOWING INSTRUCTIONS BEFORE COMPLETING APPLICATION

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.

Palms of Enfield
 (Insert name of club)

club applies for a club premises certificate under section 71 of the Licensing Act 2003 for the premises described in Part 1 below (the club premises).

The club is making this application to you as the relevant licensing authority in accordance with section 68 of the Licensing Act 2003.

Part 1 – Club premises details

Name of club Palms of Enfield				
Postal address of premises or, if none, ordnance survey map reference or description 467/460 Green Lanes Palmers Green				
Post Town	London	Postcode	N13 4BS	
Telephone number (if any)				
E-mail address (optional)				
Name of person performing duties of a secretary to the club Enzo Gomez				
Address of person performing duties of a secretary to the club 107 Seaford Road				
<table border="1"> <tr> <td>LONDON BOROUGH OF ENFIELD RECEIVED 02 SEP 2013 ENVIRONMENT & STREET SCENE</td> </tr> </table>				LONDON BOROUGH OF ENFIELD RECEIVED 02 SEP 2013 ENVIRONMENT & STREET SCENE
LONDON BOROUGH OF ENFIELD RECEIVED 02 SEP 2013 ENVIRONMENT & STREET SCENE				
Post Town	London	Postcode	N15 5DX	
Daytime contact telephone number (if any)				
E-mail address (optional)				
Non-domestic rateable value of premises		£18,000		

Are the club premises occupied and habitually used by the club?

Yes No

Part 2 – Club Operating Schedule

When do you want the club premises certificate to start?

01 10 2013

0	1	1	1	1	1	1	1	1	1
---	---	---	---	---	---	---	---	---	---

If you wish the certificate to be valid only for a limited period, when do you want it to end?

DD MM YYYY

1	1	1	1	1	1	1	1	1	1
---	---	---	---	---	---	---	---	---	---

General description of club (please read guidance note 1)
 Please see attached plan.

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

--

What qualifying club activities do you intend to conduct on the club premises?

Provision of regulated entertainment

Please tick all that apply

- 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)

The supply of alcohol by or on behalf of a club to, or to the order of, a member of the club (if ticking yes, fill in box I)

The sale by retail of alcohol by or on behalf of a club to a guest of a member of the club for consumption on the premises where the sale takes place (if ticking yes, fill in box J)

C

Indoor sporting events Standard days and timings (please read guidance note 6)			Please give further details here (please read guidance note 3) Snooker, Pool and Darts Competitions.
Day	Start	Finish	
Mon			<p><u>State any seasonal variations for indoor sporting events</u> (please read guidance note 4) Days may vary based on team entries.</p> <p><u>Non-standard timings. Where the club intends to use the premises for indoor sporting events at different times from those listed in the column on the left, please list</u> (please read guidance note 5)</p>
	19.00	23.00	
Tue			
	19.00	23.00	
Wed			
	19.00	23.00	
Thur			
	19.00	23.00	
Fri			
Sat			
Sun			

I

Supply of alcohol Standard days and timings (please read guidance note 6)			Will the supply of alcohol be for consumption - please tick (please read guidance note 7)	On the premises	<input checked="" type="checkbox"/>			
				Off the premises	<input type="checkbox"/>			
				Both	<input type="checkbox"/>			
Day	Start	Finish	State any seasonal variations (please read guidance note 4)					
Mon								
	12.00	03.00						
Tue								
	12.00	03.00						
Wed								
	12.00	03.00						
Thur						Non-standard timings. Where the club intends to use the premises for the supply of alcohol at different times from those listed in the column on the left, please list (please read guidance note 5)		
	12.00	03.00						
Fri								
	12.00	03.00						
Sat								
	12.00	03.00						
Sun								
	12.00	03.00						

J

Hours club premises are open to the members and guests Standard days and timings (please read guidance note 6)			State any seasonal variations (please read guidance note 4)
Day	Start	Finish	
Mon			
	12.00	03.00	
Tue			
	12.00	03.00	
Wed			
	12.00	03.00	
Thur			
	12.00	03.00	
Fri			
	12.00	03.00	
Sat			
	12.00	03.00	
Sun			
	12.00	03.00	

Non standard timings. Where you intend the premises to be open to the members and guests at different times from those listed in the column on the left, please list (please read guidance note 5)

K

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

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

a) General – all four licensing objectives (b,c,d,e) (please read guidance note 9)

Posters to make customers aware that there are cameras monitoring them 24/7
Staff members monitoring members' behaviour and alcohol intake, if drinking alcohol
Staff will receive internal training to assist with monitoring members
Licence security also monitoring and checking ID and membership

b) The prevention of crime and disorder

33 Camera CCTV system in place
Staff monitoring of members alcohol intake
Licence security guards in and outside the premises

c) Public safety

Security and CCTV

d) The prevention of public nuisance

Security and CCTV

e) The protection of children from harm

Any person under 18 is not allowed entry

Checklist:**Please tick to indicate agreement**


- 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 plan to the responsible authorities.
- I have completed and enclosed the club declaration and enclose a copy of the club rules.
- 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 SUMMARY CONVICTION TO A FINE NOT EXCEEDING LEVEL 5 ON THE STANDARD SCALE, UNDER SECTION 158 OF THE LICENSING ACT 2003, TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION.

Part 3 – Signatures (please read guidance note 10)

I Tarig Desai

*(Insert full name)***make this application on behalf of the club and have authority to bind the club**

Signature	
Date	29.08.2013
Capacity	Solicitor

Address for correspondence associated with this application (please read guidance note 11)

MA Law (Solicitors) LLP
72-74 Edgware Road

Post town	London	Post code	W2 2EG
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Telephone number (if any)	020 7723 1311
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If you would prefer us to correspond with you by e-mail your e-mail address (optional)

**Declaration for a club premises certificate to be granted
under the Licensing Act 2003**

**PLEASE READ THE FOLLOWING INSTRUCTIONS BEFORE COMPLETING
DECLARATION**

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.

Club Premises details

Name of club Palms of Enfield	
Postal address of club, if any, or, if none, ordnance survey map reference or description 467/469 Green Lanes Palmer's Green	
Post Town London	Postcode N13 4BS
Telephone number (if any)	
E-mail (optional)	

CLUB DECLARATION AS TO QUALIFYING CLUB STATUS

Palms of Enfield

(Insert name of club)

club makes the following declarations

- 1) **Where the club to which this application relates is:**
a registered society within the meaning of the Industrial and Provident Societies Act 1965, a registered society within the meaning of the Friendly Societies Act 1974 or a registered friendly society within the meaning of the Friendly Societies Act,

the club declares that the club satisfies:

Please tick Yes

Condition 1 in section 62(2) of the Licensing Act 2003

Please give relevant club rule number(s)

Condition 2 in section 62(3) of the Licensing Act 2003

Please give relevant club rule number(s)

Condition 4 in section 62(5) of the Licensing Act 2003

Does the club wish to supply alcohol to members and guests?

If yes the club declares that -

The purchase of alcohol for the club and the supply of alcohol by the club is under the control of the members or of a committee appointed by the members

Please give relevant club rule number(s), if any

**2) Where the club to which this application relates is:
an association organised for the social well-being and recreation of
persons employed in or about coal mines, the club declares that the club
satisfies:**

Please tick Yes

Condition 1 in section 62(2) of the Licensing Act 2003

Please give relevant club rule number(s)

Condition 2 in section 62(3) of the Licensing Act 2003

Please give relevant club rule number(s)

Does the club wish to supply alcohol to members and guests?

If yes the club declares that it satisfies -

First condition in section 66(4) of the Licensing Act 2003

Please give relevant club rule number(s), if any

Second condition in section 66(5) of the Licensing Act 2003

Please give relevant club rule number(s), if any

3) Where the club to which this application relates does not fall into the categories in 1 or 2 above, the club declares that the club satisfies:

Please tick Yes

Condition 1 in section 62(2) of the Licensing Act 2003

Please give relevant club rule number(s)

Condition 2 in section 62(3) of the Licensing Act 2003

Please give relevant club rule number(s)

Condition 3 in section 62(4) of the Licensing Act 2003

The club's arrangements for restricting the club's freedom of purchase of alcohol are:

(a) contained in club rule number(s),

(b) or, as follows

(please provide a short description)

The club's provisions by which money or property of the club or any gain arising from the carrying on of the club is or may be applied for charitable benevolent or political purposes are:

(a) contained in club rule number(s),

(b) or, as follows

(please provide a short description)

The arrangements for giving members information about the finances of the club are:

(a) contained in club rule number(s),

or, as follows

(please provide a short description)

Upon request a financial statement will be provided to the member at the next members' meeting.

Please describe details of the books of account and other records kept to ensure the accuracy of the information about finances given to members of the club or give the relevant rule number(s)
An accountant will be employed

Please tick Yes

Condition 4 in section 62(5) of the Licensing Act 2003

Condition 5 in section 62(6) of the Licensing Act 2003

The club proposes to supply alcohol to members and guests

and declares that the club satisfies:

additional condition 1 in section 64(2) of the Licensing Act 2003

Please give relevant club rule number(s), if any

additional condition 2 in section 64(3) of the Licensing Act 2003

Please give relevant rule number(s), if any

additional condition 3 in section 64(4) of the Licensing Act 2003

Please give relevant club rule number(s), if any

IT IS AN OFFENCE, LIABLE ON CONVICTION TO A FINE UP TO LEVEL 6 ON THE STANDARD SCALE, UNDER SECTION 168 OF THE LICENSING ACT 2003 TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION

I **Chris Nicholson,**

make this declaration on behalf of the club and have authority to bind the club

Signature

Chris Nicholson

Date

30 - 8 - 2013

Capacity

DIRECTOR

Palms of Enfield Private Members Club

467 Green Lanes

Green Lanes

Palmers Green

London

N13 4BS

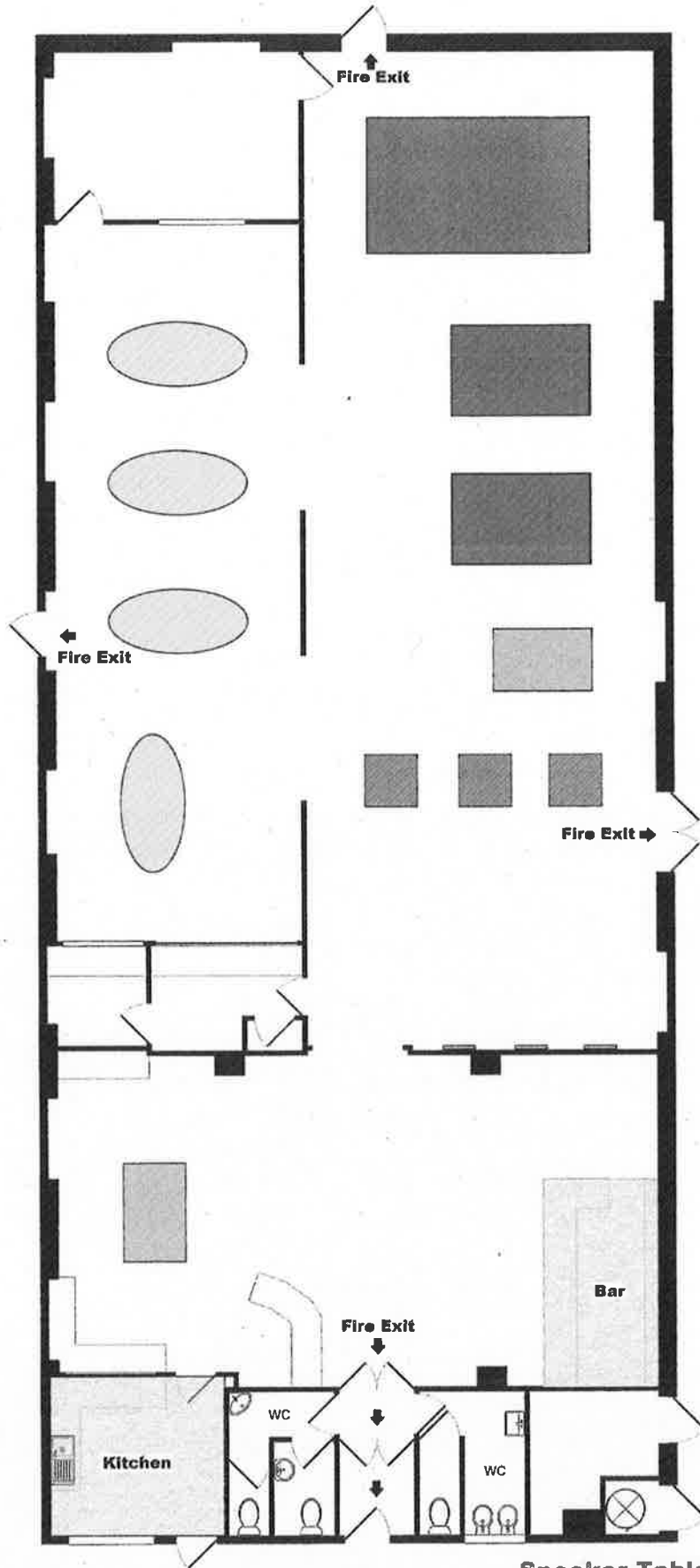
Tel; 020 8886 2555

www.palmsofenfield.co.uk

Palms of Enfield Club Rules

1. Access to the Club premises restricted to members of Palms of Enfield Private Members Club and their guests, who will be required to provide ID showing full name, full address and a current photo, (eg. passport, driving licence), which will be scanned or copied and kept in our records.
2. Membership of the Club is reserved to any persons over the age of 18 and who meets the necessary requirements of the application procedure.
3. The Club is a non-profit organisation. All profits will be distributed only for the benefits of members, even on the winding up or dissolution of the Club.
4. Each member will be provided with a membership card with its own unique number which they must produce on every visit and on request whilst on the Club premises.
5. Membership shall be at the discretion of the Club committee. No person will be admitted membership for a minimum period of 48 hours up to a maximum of 21 days to be processed after completing their application.
6. Membership is free.
7. No person may be admitted to membership or be admitted, as candidates for membership, to any of the privileges of membership, without an interval of at least two days between their nomination or application for membership and their admission.
8. Persons becoming members without prior nomination or application may not be admitted to the privileges of membership without an interval of at least two days between their becoming members and their admission.
9. Guests may be permitted entry into the Club with the permission of the management committee. Guests may only be admitted if accompanied by a full member, (a maximum of 3 guests per member), and no guest may be admitted as such, on no more than 2 visits. Guests must be 18 years or over. A guest must sign the visitor book and provide photo ID (driving licence/passport) their full name and signature. The guest must be signed in by the member and must vacate the premises with the member. The member is fully responsible for the actions/behaviour of his guest.
10. On special occasions, guests may be charged an admission fee.
- 11 Any person who has been expelled from the Club may not be proposed as a guest.
12. The management committee reserve the right to refuse entry to any person into the club at any time.
13. The management committee reserves the right to refuse membership to and rescind membership of any person at any time.
14. The management committee reserves the right to remove any person from the Club premises at any time.

15. No intoxicating liquor shall be supplied to any member under the influence of alcohol. No member shall be allowed into the Club premises whilst under the influence of alcohol.
16. Members must pay for all goods and excisable alcohol at the time of purchase.
17. Membership is personal and non-transferable.
18. Drug abuse is strictly forbidden, members found in possession of illegal substances will be immediately ejected and their membership rescinded and the police will be informed.
19. The management committee takes no responsibility for loss or damage of personal property.
20. Smoking is not permitted anywhere inside the Club, smoking shall be restricted to the outside private courtyard.
21. Dress code is generally casual smart. Occasionally on special event nights, specific dress may be requested.
22. Members are expected to observe good etiquette, showing fellow members respect at all times.
23. The Club will be presided over by a president, who is elected annually at the clubs AGM.
24. Full copies of the club T&Cs are available to members upon request.
25. As a member, you are agreeing to abide by the rules of the club at all times.



- Snooker Table**
- Poker Table**
- American Pool**
- Pool Table**
- Games Table**
- Darts**

TOTAL APPROX. FLOOR AREA 3886 SQ.FT. (351.0 SQ.M.)

Whilst every attempt has been made to ensure the accuracy of the floor plan contained here, measurements of doors, windows, rooms and any other items are approximate and no responsibility is taken for any error, omission, or mis-statement. This plan is for illustrative purposes only and should be used as such by any prospective purchaser. The services, systems and appliances shown have not been tested and no guarantee as to their operability or efficiency can be given.

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POLICE REPRESENTATION

Name and address of premises: Palms of Enfield
467 Green Lanes
Palmers Green
N13 4BS

Type of Application: Club Premises Certificate

Worksheet number: WK/213047580

The Application

This application is for a club premises certificate to provide the following activities:

Activity	Applied for Hours
Open	12:00 – 03:00 Mon - Sun
Alcohol (on sales)	12:00 – 03:00 Mon - Sun
Indoor Sporting Events	19:00 – 03:00 Mon - Thurs

This is a new club which has not yet been seen operating.

Prevention of Crime and Disorder

The club that ran from this site previously (Big Bluff) was an alleged illegal poker club with a large database of members. After a lengthy and costly investigation, the Licensing Authority applied to withdraw the previous Club Premises Certificate (CPC). The CPC was duly surrendered following the submission of the review applications. Prosecution proceedings in relation to offences under the Licensing Act 2003, Gambling Act 2005 and the Proceeds of Crime Act are still on-going.

I have concerns that members of the previous club will attend this club with the expectation that it continues to run and operate as a high stake poker club. This kind of activity is not permitted outside of a casino.

Any premises or club providing poker would be expected to maintain up-to-date records of dates of games, stakes, prizes etc. and to be able to demonstrate that the maximum levels permitted by law are not being exceeded. Details of these limitations can be found on the Gambling Commission website.

Given the history of this site, I recommend that poker not be permitted to take place at this club at all.

Location

F K01/37

This premises is located along Green Lanes on the stretch of road between Fox Lane and Hedge Lane. There is a nursing home very close to the premises (Complaints made to Police SNT regarding noise and drug taking by management about this venue when operating as Big Bluff)

The Club Premises Certificate Application Form

On the application form it states that the Secretary is Enzo Gomez. A Google search of the name Enzo Gomez and Poker brings up a large number of connections with Poker and also to the 'Hendon Mob' Poker Database where the previous club advertised some of its events (See appendix 1). The link to poker by a key individual in the running of this club raises concerns as to the intentions of those running this club, particularly given the ongoing criminal proceedings as a result of the premises previously allegedly operating as an illegal poker club.

These concerns were raised with the applicant's solicitor by me. I was advised that the Secretary was going to be changed and that the councils licensing team would be duly informed.

Having spoken to the applicant, Mr Nicholson, I was told that the person who previously ran the club, Mr Ahmet Melin, had sold it to him for £1.

Part 2 of the application form requests the applicant give a general description of the club. This section has been insufficiently completed and requires more information.

Licensing Inspection

On Saturday 14th September 2013 at 22:10 hours I conducted a licensing visit to the venue in response to intelligence that the premises was still trading. When I arrived I spoke to a Mr Andy Moyssi who had worked at the club in its previous incarnation as Big Bluff. Mr Moyssi explained that he was keeping the place 'Ticking over!' until the new owner took charge. I noticed that the bar area was still stocked with spirits although the cash register was switched off. I advised Mr Moyssi that the venue was no longer licensed and as such all of the offending alcohol should be removed. Mr Moyssi said that he would speak to the new owner Chris (Applicant Chris Nicholson) when I left to speak to him about it. Mr Moyssi also gave me Chris' mobile phone number.

At the time of my visit there were approximately eight young males playing pool in the main room of the building. I could see no evidence that they were drinking alcohol.

Upon my departure, I left a copy of my inspection report with Mr Moyssi.

I spoke to the new owner Mr Nicholson the following week on the phone and he informed me that the alcohol had been removed as requested.

Declaration for a Club Premises Certificate

Again there are sections on this declaration that have not been completed as required.

Clubs must have more than 25 members. The applicant has ticked the box to say that they do have more than 25 members but do not appear to be trading as yet. In order to check that the club meets this requirement, a membership list is required.

If it is the case that the club has not yet opened and does not yet have this information, I suggest they wait until have been trading for a year without carrying out licensable activities and until such time that they can provide accounts, membership details etc. then resubmit an application with all this information.

Cumulative Impact Policy (CIP)

This premises is not located in any of Enfield's Cumulative Impact Policy Areas.

In summary I wish to make representation on the following:

- Prevention of Crime & Disorder
- The prevention of public nuisance

As well as allowing the supply of alcohol and the provision of indoor sporting events, granting this Club Premises Certificate would allow the club to have amusement with prizes machines on site and also to apply for a Club Gaming Permit allowing more machines with larger jackpots.

A Club Gaming Permit would also allow the members/guests to play for unlimited stakes and prizes.

There is a shortfall of information that has been submitted with this application, combined with the fact that the club has yet to trade and the nature of the club is ambiguous. The Director of the company (Mr Nicholson) appears to have been a card room manager at the previous club (As per LBE rep's). The clear link to the old owner and to poker, all bring in to doubt the reason for this application.

I therefore object to this application being granted.

However, should the committee be minded to grant this certificate, I recommend that any hours granted should not exceed the following:

Activity	Applied for Hours
Open	12:00 – 00:30 Mon - Sun
Alcohol (on sales)	12:00 – 00:00 Mon - Sun
Indoor Sporting Events	19:00 – 23:00 Mon - Thurs

The above times were verbally agreed by myself and the Director of Palms of Enfield and their legal representatives.

CCTV

CCTV is an essential ingredient in deterring crime and gathering evidence if crime is committed. Although CCTV is discussed in the operating schedule, insufficient detail has been provided to ensure its quality and integrity. Police therefore request the following condition is applied to the premises licence to ensure quality performance.

If this application were granted in full or part, I would recommend the following alterations be made to the licence conditions to further promote the licensing objectives.

PLEASE SEE ANNEX 04

If these conditions were accepted in full I would **NOT** withdraw my representation.

Officer: Martyn Fisher PC 357YE

Tel: 0208 379 6112

Martyn.Fisher@Enfield.Gov.uk

Date: 30th September 2013

From: Mark Galvayne
Sent: 01 October 2013 16:00
To: 'info@ma-law.co.uk'
Subject: 213047580 PALMS OF ENFIELD, 467 GREEN LANES N13 [SEC=UNCLASSIFIED]

Classification: UNCLASSIFIED

YOUR REF : TD/PAL001/001

Dear Sirs

I refer to Palms of Enfield's application for club premises certificate, under the Licensing Act 2003, in respect of the above club premises.

The application is subject to representations from the Metropolitan Police Service and the Licensing Authority, copies attached.

Please could you confirm if the club now wishes to withdraw this application?

If the club does not withdraw this application, please now -

Confirm the following, in respect of Section 64 of the Act :

1. Who manages the purchase of alcohol for the club - the club in general meeting or the general body of members of a committee of the club?
2. If alcohol is purchased by a committee of the club, provide the name, age and club membership number of each member of that committee and provide minutes of the meeting of the club when that member was elected to that committee.
3. Whether any person receives, at the expense of the club, any commission, percentage or similar payment on, or with reference to, purchases of alcohol by the club.
4. Whether any arrangements are made for any person directly or indirectly to derive any pecuniary benefit from the supply of alcohol by or on behalf of the club to members or guests.

Provide the following, in respect of the representation made by the Licensing Authority :

5. Written details of the main purpose and the objectives of the club along with a list of activities that take place at the club.
6. A membership list.
7. What name the club bank account is in and who controls it and how.
8. The books of account and any other records kept to ensure the accuracy of the financial dealings of the club.
9. The minutes from the last Annual General Meeting.
10. The names of all Committee Members their roles, and date of election.
11. Copies of Committee Meeting Minutes since the club opened at this site.
12. A copy of the club constitution
13. Details of any restrictions on the clubs freedom to purchase alcohol, who makes commercial decisions on behalf of the club and what the governance arrangements are.

In respect of the conditions arising (attached) from the application and the representations :

14. Confirm that the club agrees to each of the conditions* numbered 4 to 25. If the club doesn't agree to any particular condition(s) the club should provide their reasons for not agreeing to that condition.

*agrees to amend the operating schedule attached to the application to include conditions 4 - 25 as additional steps to promote the licensing objectives.

If the club does not withdraw this application, this matter will be referred to a hearing of the licensing Sub-Committee once the club has addressed each of the points 1 - 14 above.

I would be grateful if you could now confirm how the club wishes to proceed.

Yours sincerely

Mark Galvayne
Principal Licensing Officer
Planning, Highways & Transportation
Environment Department
London Borough of Enfield
020 8379 4743
020 8379 5120
Website: www.enfield.gov.uk
Protect the Environment - Think Before You Print.

Classification: UNCLASSIFIED

LICENSING AUTHORITY REPRESENTATION

This representation is made by Enfield's Licensing Enforcement Team and is made in consultation with and on behalf of the Trading Standards Service (inspectors of Weights & Measures), Planning authority, Health & Safety authority, Environmental Health authority and the Child Protection Board.

I confirm I am authorised to speak at any hearing on behalf of the Licensing authority, Trading Standards Service (inspectors of Weights & Measures), Planning authority, Health & Safety authority, Environmental Health authority, and Child Protection Board).

Name and address of premises: Palms of Enfield
467 Green Lanes
London
N13 4BS

Type of Application: New Club Premises Certificate

I certify that I have considered the application shown above and **I wish to make representations** that the likely effect of the grant of the application is detrimental to the Council's Licensing Objectives for the following reasons:

Background History:

This application is for a club to provide the following activities:

Activity	Applied for Hours
Open	12:00 – 03:00 Mon - Sun
Alcohol (on sales)	12:00 – 03:00 Mon - Sun
Indoor Sporting Events	19:00 – 03:00 Mon - Thurs

This is a new club which has not yet been seen operating.

Prevention of Crime and Disorder

The club that ran from this site previously was an alleged illegal poker club with a large database of members. After a lengthy and costly investigation the Licensing Authority applied to withdraw the previous Club Premises Certificate (CPC). The CPC was surrendered following the submission of the review applications. Prosecution proceeding in relation to offences under the Licensing Act 2003, Gambling Act 2005 and the Proceeds of Crime Act are still underway.

PC Fisher visited the premises on the evening of 14/09/13 (after this application had been submitted). Some alcohol was seen on the premises and the person in charge at the time was advised that it should be removed from the club. This information was noted on an inspection report and signed by PC Fisher and the person in charge – Mr Andy Moyssi. Andy Moyssi was one of the managers of the previous club. This continued link raises concerns.

I also have concerns that members of the previous club may attend this club wanting and expecting the club to be a high stake poker club. This kind of activity is not permitted outside of a casino.

Any premises or club providing poker would be expected to maintain up-to-date records of dates of games, stakes, prizes etc and to be able to demonstrate that the maximum levels permitted by law are not being exceeded. Details of these limitations can be found on the Gambling Commission website.

Given the history of this site, if a CPC was to be granted, I would recommend that poker not be permitted to take place.

Prevention of Nuisance:

This premises is located on Green Lanes on the stretch of road between Fox Lane and Hedge Lane. There is a nursing home very close to the premises and also residential flats above some of the businesses on this and the opposite side of the road. A club has previously operated from this site and people noise from those standing outside smoking was a source of complaint. This application is for 'on' supply of alcohol only and the plan for the club does not include any outside areas, therefore members would not be permitted to take alcohol from the building to consume outside. The number of smokers permitted outside at any one time would need to be restricted to ensure people noise did not disturb local residents. The applicant has offered to employ door staff. If a certificate was granted the duties of these staff should include monitoring the smoking area, restricting the number of smokers outside and ensuring noise levels do not affect local residents.

The Club Premises Certificate Application Form

On the application form it states that the Secretary is Enzo Gomez. A google search of the name Enzo Gomez and Poker brings up a large number of connections with Poker and also to the Hendon Mob Poker Database where the previous club advertised some of it's events (see appendix 1). The link to poker by a key individuals in the running of this club raises concerns as to the intentions of those running this club, particularly given the ongoing criminal proceedings as a result of the premises previously allegedly operating as an illegal poker club. These concerns were raised with the applicant's solicitor by PC Fisher who was advised that the Secretary was going to be changed. This also raises concerns as it appears that those who have a connection to poker could be being 'hidden' from the paperwork. I have not been informed of the name of the new Secretary so have been unable to carry out any checks on them.

PC Fisher was also advised by the applicant that the person who ran the previous club, Mr Ahmet Melin sold the club to Chris Nicholson for £1.

A phone call to Enfield Council's business rates department on 27/09/13 showed that Mr Ahmet Melin is still the person responsible for paying the business rates for the club. I am concerned that Ahmet Melin may still have connections to the club and that it may again be run as an illegal poker club under another name. If granted I would recommend that conditions be in place stating that Ahmet Melin must have nothing to do with the club.

Part 2 of the application form requests the applicant give a general description of the club. The only thing written in this section is 'Please see attached plan'. This plan shows 1 snooker table, 4 poker tables, 2 American pool tables, 2 pool tables, 3 games tables and 3 dart boards. **I recommend that written details of the main purpose and the objectives of the club be submitted prior to any certificate being granted along with a list of activities that take place at the club.** The reason why the club has been established is currently unclear. I would like to know what the niche or

'community of interest' is that brings members together. Gaming should be very much ancillary to the main purpose for which people join the club.

Declaration for a Club Premises Certificate

The applicant has indicated that this club falls within category 3 but has failed to complete either box under Conditions 3 which relates to the club's arrangement for restricting the club's freedom of purchase of alcohol. The applicant has also failed to complete the section relating to the club's provisions by which money or property of the club or any gain arising from the carrying on of the club is or may be applied for charitable benevolent or political purposes are. The club rules do not refer to these activities. Leaving this information out of the application raises further concerns in relation to what will happen to money generated by the club and who makes the financial decisions.

The arrangements in place for giving members information about the finances of the club are not transparent enough. Accounts should be published annually rather than 'upon request a financial statement will be provided to the member at the next members meeting', as stated on the application form.

Clubs must have more than 25 members. The applicant has ticked the box to say that they do have more than 25 members but do not appear to be trading yet. In order to check that the club meets this requirement **a membership list is required.**

Christakis Nicholson is named on the declaration form as the Director of Palms of Enfield. This gives the impression that this is a commercial venture. In terms of the Licensing Act 2003, a members' club is not established as a commercial enterprise, and is conducted for the benefit of its members. An Experian check of 'Palms of Enfield' shows that the club is a private company limited by guarantee.

This is an alternative type of corporation used primarily, but not exclusively for non-profit organisations that require legal personality. A company limited by guarantee does not usually have a share capital or shareholders, but instead has members who act as guarantors. The guarantors give an undertaking to contribute a nominal amount (typically very small) in the event of the winding up of the company.

I would like to know what name the club bank account is in and who controls it and how.

During the investigation into the previous club Council Officers visited the club with Gambling Commission Officers on 10/11/2011. During a conversation with staff Officers were given the names of the Card Room Managers. One of the names given to the Officers was 'Chris Nicholson' This link makes me concerned that the new club may be being set up to replace the previous illegal poker club and to provide similar activities.

In order to hold a Club Premises Certificate the applicant must be able to prove that they are a qualifying club under the Licensing Act 2003 rather than a commercial club run for profit. One of the conditions that must be satisfied is that the club must be established and conducted in 'good faith'.

To prove whether or not the club is being operated in 'good faith' further information should have been provided including:

- ~ **The books of account and any other records kept to ensure the accuracy of the financial dealings of the club.**
- ~ **The minutes form the last Annual General Meeting –**
- ~ **The names of all Committee Members their roles, and date of election – Copies of Committee Meeting Minutes since the club opened at this site.**
- ~ **A copy of the club constitution**
- ~ **Details of any restrictions on the clubs freedom to purchase alcohol, who makes commercial decisions on behalf of the club and what the governance arrangements are.**

If it is the case that the club has not yet opened and does not yet have this information , I suggest they wait until have been trading for a year without carrying out licensable activities and until such time that they can provide accounts, membership details etc then resubmit an application with all this information.

Cumulative Impact Policy (CIP)

This premises is not located in any of Enfield's Cumulative Impact Policy Areas.

Planning Information

Lawful use of the Premises under Town & Country Planning Act 1990 is for D2 use only e.g. snooker club.

A planning application in 2012 was refused for change of use to a social club. The appeal was dismissed in 2012. An enforcement notice was served on the premises for the unauthorised use of the premises as a social club. This notice is still open.

Having looked at the plans submitted, I am concerned with the layout and the mix of snooker/pool tables and poker/games tables. There are less cue based tables than card based tables shown on the plans suggesting less snooker playing than card game playing. This resembles the previous 'social club' in terms of mix of activity and does not give the impression that the club will be used as a snooker club.

Any new social club operating at these premises is liable to prosecution by way of not complying with an enforcement notice. Therefore this application being granted could lead to prosecutable use of the premises under different legislation.

Insufficient planning permission cannot prevent a licence from being granted, however, **if businesses trade without planning permission they will be guilty of an offence under planning law and may be prosecuted by the Planning Enforcement Team.** Therefore businesses must have the relevant planning permission AND licence in order to trade legally.

Enfield Council's Planning Enforcement Team has been made aware of this application.

In summary I wish to make representation on the following:

- **Prevention of Public Nuisance**
- **Prevention of Crime and Disorder**

As well as allowing the supply of alcohol and the provision of indoor sporting events, granting this Club Gaming Permit (CGP) would allow the club to have amusement with prizes machines on site and also to apply for a Club Gaming Permit allowing more

machines with large jackpots. A Club Gaming Permit would also allow the members / guests to play for unlimited stakes and prizes. Clubs are not permitted to take a rake or cut from any poker games. If the clubs' business plan is not dependant on income from poker then there should be no problem excluding it from the permitted activities. The 'Fast Track' Scheme for a Club Gaming Permit does not permit representations from the police or Gambling Commission, hence if the CPC is granted there is little power to stop the club getting a CGP:

The lack of information that has been submitted with this application, the fact that the club has not been seen trading yet, the fact that the purpose of the club is unclear, the link to the old owner, the fact that the Director of the company appears to have been a card room manager at the previous club, the link to another of the old managers and to poker all bring in to doubt the reason for this application. **I therefore object in full to this application being granted.**

Should the committee be minded to grant this certificate, I recommend that the hours granted should not exceed the following:

Activity	Applied for Hours
Open	12:00 – 00:30 Mon - Sun
Alcohol (on sales)	12:00 – 00:00 Mon - Sun
Indoor Sporting Events	19:00 – 23:00 Mon - Thurs

I am aware that these times were verbally agreed by the Police Licensing Officer and the Director of Palms of Enfield. **I also recommend that the applicant submit, in writing additional information as highlighted in this representation to assist the Licensing Committee in their decision making.**

If this application were granted in full or part, I would also recommend the following conditions be attached to the licence to promote the licensing objectives. These conditions are in addition to the proposed conditions in Annex 2 as indicated.

I reserve the right to provide further information to support this representation.

If these conditions were accepted in full I WOULD NOT withdraw my representation.

Duly Authorised: Charlotte Palmer, Licensing Enforcement Officer

Contact: 0208 379 3965 or charlotte.palmer@enfield.gov.uk

Signed:



Date: 30/09/2013

The screenshot shows a Google search for "ENZO GOMEZ POKER". The browser window title is "ENZO GOMEZ POKER - Google Search - Windows Internet Explorer provided by London Borough of Enfield". The address bar shows the search URL. The search results page displays "About 39,800,360 results".

Search About 39,800,360 results

Web Ad

Images [Vampires™ Poker Online - Don't Wait! - vampires.com](#)
www.vampires.com/Poker

Videos [Claim Your £1250 Bonus When You Join Vampira Poker Today!](#)

News [Enzo Gomez: Hendon Mob Poker Database](#)

Shopping [pokerdb.thahendonmob.com:player.php?o=don=272236](#) - Cached
Descending order Date Country Place Price 12-Apr-2013, England, UKIPT £ 250 No Limit Hold'em - UKIPT Series 1 UKIPT Series 1 - London, London, 6th ...

More

Any country [Team PokerStars Pro Jake Cody wins Inaugural UKIPT Series ...](#)
uk.pokernews.com/.../team-pokerstars-pro-jake-cody-wins-inaugural-ukipt-series-10445.htm - Cached - Similar

Pages from the UK 15 Apr 2013 ... Team PokerStars Pro Jake Cody has added yet another major poker title to ... Fifth place went to Enzo Gomez after his 10 big blind shove with ...

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UKIPT Series 1 Day 2 Level 25-30 updates ... - PokerStars Blog
www.pokerstarsblog.com/.../ukipt-series-1-day-2-level-25-30-updates-b118273.html - Cached
14 Apr 2013 ... Seat Two: Terry Jordan, United Kingdom, **PokerStars** qualifier, 730,000. Seat Three: **Enzo Gomez**, United Kingdom, 559,000. Seat Four: Lydia ...

UKIPT Series 1 Day 2 Level 19-24 updates ... - PokerStars Blog
www.pokerstarsblog.com/.../ukipt-series-1-day-2-level-19-24-updates-b1132243.html - Cached
14 Apr 2013 ... Seat One: Kaloyan Kirov, Bulgaria, **PokerStars** qualifier, 315,000. Seat Two: Terry Jordan, 1,041,300. Seat Three: Enzo Gomez, United ...

UKIPT Series Team PokerStars Pro Jake Cody wins UKIPT Series 1 ...
www.pokerstarsblog.com/.../ukipt-series-1-team-pokerstars-pro-jake-cody-132284.html - Cached
14 Apr 2013 ... Terry Jordan, United Kingdom, **PokerStars** Qualifier, £3,110. 4th: Tim Wong, United Kingdom, £5,240. 5th: Enzo Gomez, United Kingdom, £4,980

UKIPT Series 1 London Pat Simcox cooking on ... - PokerStars Blog
www.pokerstarsblog.com/.../ukipt-series-1-london-pat-simcox-cooking-132187.html - Cached
12 Apr 2013 ... In December 2009 **PokerStars** took a bit of staj into the unknown when ... included Enzo Gomez (162,600), Marius Lietwinikas (177,600) ...

Taskbar: Start, Internet Explorer, Microsoft Lync, Enfield Council, ENZO GOMEZ ... 17:54

PALMS OF ENFIELD - WK/ 213047580

Annex 1 - Mandatory Conditions

1. Where the licence includes a condition that individuals are required to carry out any security activity at specified times at the premises each individual must be licensed by the Security Industry Authority.

Annex 2 - Conditions consistent with the Operating Schedule

2. There shall be no adult entertainment or services, activities or matters ancillary to the use of the premises that may give rise to concern in respect of children.
3. No child, under the age of 18 years, shall be permitted to enter the premises.

REQUESTED BY METROPOLITAN POLICE SERVICE :

4. A digital CCTV system must be installed in the premises complying with the following criteria: (1) Cameras must be sited to observe the entrance and exit doors both inside and outside, the alcohol displays, floor areas and smoking area; (2) Cameras on the entrances must capture full frame shots of the heads and shoulders of all people entering the premises i.e. capable of identification; (3) Cameras viewing till areas must capture frames not less than 50% of screen; (4) Cameras overlooking floor areas should be wide angled to give an overview of the premises; (5) Be capable of visually confirming the nature of the crime committed; (6) Provide a linked record of the date, time, and place of any image; (7) Provide good quality images – colour during opening times; (8) Operate under existing light levels within and outside the premises; (9) Have the recording device located in a secure area or locked cabinet; (10) Have a monitor to review images and recorded picture quality; (11) Be regularly maintained to ensure continuous quality of image capture and retention; (12) Have signage displayed in the customer area to advise that CCTV is in operation; (13) Digital images must be kept for 31 days; (14) Police or authorised local authority employees will have access to images at any reasonable time; (15) The equipment must have a suitable export method, e.g. CD/DVD writer so that the police can make an evidential copy of the data they require. This data should be in the native file format, to ensure that no image quality is lost when making the copy. If this format is non-standard (i.e. manufacturer proprietary) then the manufacturer should supply the replay software to ensure that the video on the CD can be replayed by the police on a standard computer. Copies must be made available to Police or authorised local authority employees on request.
5. At least two door staff shall be employed at the premises from 19:00 until 30 minutes after closing. At least one door supervisor shall remain directly outside the premises for 30 minutes after the premises have closed or until all customers have dispersed. The duties of these staff will include monitoring the number of people in the smoking areas and the supervision of persons entering and leaving the premises to ensure that this is achieved without causing nuisance.

REQUESTED BY LICENSING AUTHORITY :

- 6. All staff at the premises engaged in the sale of alcohol shall receive induction and refresher training (at least every 3 months), relating to the sale of alcohol and the time and conditions of the club premises certificate.**
- 7. All training relating to the sale of alcohol and the times and conditions of the club premises certificate shall be documented and records kept at the premises. These records shall be made available to the Police and/or Local Authority upon request and shall be kept for at least one year.**
- 8. Prominent, clear and legible notices shall be displayed at all public exits from the club and all smoking areas requesting customers respect the needs of local residents and use the area / leave the club and area quietly. These notices shall be positioned at eye level and in a location where those using the area / leaving the club can read them.**
- 9. The Local Authority or similar proof of age scheme shall be operated and relevant material shall be displayed at the premises. Only passport, photographic driving licences or ID with the P.A.S.S. logo (Proof of Age Standards Scheme) may be accepted.**
- 10. A written or electronic record of refused sales shall be kept on the premises and completed when necessary. This record shall be made available to Police and/or the Local Authority upon request and shall be kept for at least one year.**
- 11. Customers shall not be permitted to take alcoholic beverages outside of the club building.**
- 12. No more than ten people shall be permitted within the outside gated area at any one time.**
- 13. All door supervisors shall be easily identifiable by wearing high visibility jackets or armbands.**
- 14. A log must be kept indicating the date and times door supervisors sign in and out for duty and must include clearly printed details of each door supervisor's name, SIA licence number, employer, and the duty they are employed to carry out on any particular night.**
- 15. Mr Ahmet Melin shall have no involvement with the running or management of the club. Nor shall he be permitted to enter the club as a member or as a guest of a member.**
- 16. Poker shall not be advertised at the premises or take place at the premises at any time.**
- 17. No poker tables shall be located within the premises.**
- 18. There shall always be more snooker / pool tables than card tables located within the premises.**

19. **Local Authority Enforcement Officers shall be permitted to inspect the club at any time without notice.**
20. **Monthly accounts shall be submitted to the Licensing Authority detailing all income and expenditure.**
21. **A nominated person should take reasonable steps to ensure that all employees understand their responsibilities under the Code of Practice for Equal Chance Gaming in Clubs and Premises with an Alcohol Licence code.**
22. **The nominated person shall keep all members of the social club up to date with limits on stakes and prize moneys with regards to equal chance gaming in clubs and premises with an alcohol licence.**
23. **An up-to-date copy of Code of Practice for Equal Chance Gaming in Clubs and Premises with an Alcohol Licence must be available at all times within the venue.**
24. **A calendar of up coming events shall be advertised within the club.**
25. **A diary of all activities provided / games played, when and by who shall be set up and maintained. If these records are loose leaf folders each page should be numbered. These diaries shall be kept on the premises for at least two years from completion.**

Annex 3 - Conditions attached after a hearing by the Licensing Authority

From: Tariq Desai [mailto:tariq@ma-law.co.uk]
Sent: 21 November 2013 15:12
To: Mark Galvayne
Subject: Palms of Enfield - Premises Certificate Application.

Dear Sirs

Please find attached the response to questions previously raised. In addition, below is a fuller description of the club's premises, as previously requested.

"As you walk down a small alley way you will be confronted with a set of iron gates. There is an entry phone with a buzzer which you will need to press to gain entry. Upon entry you will see on your left a small decking area which at certain times can be used as an alternative smoking area. You then walk in through two sets of doors, on your immediate left you have the ladies toilet and on your right you have the mens. After going through a set of double doors you come to a reception area where members must sign in and out. On the left of the reception area you have the kitchen and you also have an English pool table with a large television above it. There is also a breakfast bar area with stools running along the wall. On the right hand side of the reception area you have the bar area. You then walk through an arch into the main room, on your immediate left there is the office and the nucleus of the club where you can access darts, pool and snookers balls, cards, board games and anything else to do with the club. On your immediate right is the darts area comprising of three pro quality dart boards. As you go further into the main room you come across some games tables another English pool table, two American pool tables and a snooker table. On the right and at the back of the main room there are fire exit doors. The main room also has 4 televisions on the walls for showing sporting events. On your left of the main room you have a smaller room which will house 4 poker tables, there are 4 televisions on the walls of this room and there is also another fire exit which leads out to a smoking area. At the back of the smaller room there is another room which will be used for storage. There are also 33 cameras scattered in and around the building for the added safety of the members and staff."

Further, my client wishes to point out that it has accepted the majority of the conditions put forward but believes that other suggestions are far too onerous being in their nature biased and unfair. They are based on the reputation of the previous owner of the premises and not in any actions the current owner has done. These onerous restrictions are not asked of other venues in the area and seem to expose a bias in your decision making process. All that my client asks for is fair consideration and for reasonable conditions to be put forward so that both the Council and Palms of Enfield can move forward amicably and develop a positive working relationship.

I look forward to hearing from you.

Kind regards

Tariq Desai
Associate Solicitor
MA Law (Solicitors) LLP
72-74 Edgware Road
London
W2 2EG

020 7723 1311

Confirm the following, in respect of Section 64 of the Act :

1. Who manages the purchase of alcohol for the club – the club in general meeting or the general body of members of a committee of the club?

By committee

2. If alcohol is purchased by a committee of the club, provide the name, age and club membership number of each member of that committee and provide minutes of the meeting of the club when that member was elected to that committee.

Christakis Nicholson, 48, 1 Lancaster Road London N11 2TB,
Elaine Pambacas, 29, 56 Natal Road New Southgate London N11 2HX
Michael Young, 53, 11 Alexandra Court N14 4RE,
Tony Andreou, 45, 33 Langside Crescent N14 7DS,
Monika Newton, 27, 38 Abbey Grove SE2 9EX

3. Whether any person receives, at the expense of the club, any commission, percentage or similar payment on, or with reference to, purchases of alcohol by the club.

TBA

4. Whether any arrangements are made for any person directly or indirectly to derive any pecuniary benefit from the supply of alcohol by or on behalf of the club to members or guests.

No

Provide the following, in respect of the representation made by the Licensing Authority :

5. Written details of the main purpose and the objectives of the club along with a list of activities that take place at the club.

The Club will be a private members club which provide services, events and games such as Snooker, Pool (Team Events, Competitions and local league Entries), Darts (Team Events, Competitions and local league Entries), Shooting Club, Fishing Club, A Variety Of Card Games (Including, but not exclusively, Bridge, Poker, Kalooki, Rummy, etc.), A Variety Of Board Games (Including, but not exclusively, Chess, Draughts, Scrabble, Trivial Pursuit, etc.), Golf Society, Charitable Events, Red letter days, Concierge Service, Reading Club, Members function Days/Evenings.

6. A membership list.

Christakis Nicholson, 48, 1 Lancaster Road London N11 2TB,
Elaine Pambacas, 29, 56 Natal Road New Southgate London N11 2HX
Michael Young, 53, 11 Alexandra Court N14 4RE,
Tony Andreou, 45, 33 Langside Crescent N14 7DS,
Monika Newton, 27, 38 Abbey Grove SE2 9EX
Mario Champou, 04/05/61, 117 Caterhatch Lane EN1 4J2
Mev Hussein, 30/09/68, 107 Stonehill Business Park N18 3QH

Gary Bush, 13/08/69, 65 Petworth Road N12 9HE
Ahmet Sadik, 11/08/70, 41 Lena Crescent N9 0FD
Louis Chrysanthou, 13/04/55, 28 Great Cambridge Road N9 9UP
Gabby Chrysanthou, 24/11/53, 26 Park Avenue EN1 2HP
Tim Timotheous, 25/06/65, 14 Long Lane N3 2PT
Alex Lambrou, 07/02/79, 66 Bateman Road E4 8ND
Vas Stephanou, 08/12/61, 14 Old Park Road EN2 7BH
Marios Nicolaou, 18/12/63, 126 The Ride EN3 7DZ
Dharm Tanna, 06/11/67, 11 Walker Grove AL10 9PL
Michael Yiannikou, 01/07/78, 240 Princess Manor N11 2EG
Aytach Dervish, 21/07/69, 36 Bushbarn Cheshunt EN7 6EB
Frankie Constantinou, 07/09/84, Flat 5 Barrington Court N10 1GH
Helena Gannon, 24/04/65, 1 The Vale IG1 3AA
Jason Clemence, 29/05/73, Farmview Duddinghurst Road CM15 0QU
Mark Ferret, 30/11/87, 15 Mac Avenue EN1 4GY
Nick Stylianou, 23/04/73, 6 Colwick Close N6 5NU
Marios Andreas, 01/08/83, Flat 1 Burtonwood House N4 2RX
John Hassan, 23/01/63, ST Edmonds Road N9 7PL
Laurence Simpson, 22/11/65, 22 Holyrood Drive LU5 5FW
Andrius Lubys, 20/09/85, 110 Sebert Road E7 0NH
Daren Braddick, 08/03/74, 28 Oxford Road EN3 4BA

7. What name the club bank account is in and who controls it and how.

Palms of Enfield. Two signatories – Christakis Nicholson and Elaine Pambacas

8. The books of account and any other records kept to ensure the accuracy of the financial dealings of the club.

Not trading yet.

9. The minutes from the last Annual General Meeting.

Not trading yet

10. The names of all Committee Members their roles, and date of election.

Christakis Nicholson, Chairman/Treasurer
Elaine Pambacas, Secretary
Michael Young, Club Secretary
Tony Andreou, Member's Representative
Monika Newton, Board Member

11. Copies of Committee Meeting Minutes since the club opened at this site.

Please see attached

12. A copy of the club constitution

Please see attached

13. Details of any restrictions on the clubs freedom to purchase alcohol, who makes commercial decisions on behalf of the club and what the governance arrangements are.

All decisions and governance arrangements are made by committee.

In respect of the conditions arising (attached) from the application and the representations :

14. Confirm that the club agrees to each of the conditions* numbered 4 to 25. If the club doesn't agree to any particular condition(s) the club should provide their reasons for not agreeing to that condition.

Agreed in black, not agreed in red.

4. agreed

5. This is onerous, as it would cost roughly £1,008 a week for security. This is based on hiring two people for six hours a day at £12 per hour. It is a members' club and everyone will be known by the club. The club will provide security for Friday and Sunday. If more is required, please provide evidence of all nuisances caused by this club which would require such onerous security arrangements. This is also a biased and unfair stipulation placed against the Club as other venues within the area are not required to have 24/7 security.

6 – 10 agreed.

11. wording should be changed from 'customers' to 'members.' Agreed, if wording changed.

12 – 14 agreed

15. The club has no view on this request.

16. This is onerous and based entirely on the previous owner's reputation. This is a new club, completely separate from the previous owner. Provisional days have been put aside for poker but it is not intended to form a large part of the club's activities.

17. There will be fewer card tables than snooker tables. As stated above, the request to remove poker tables is based on the reputation of the previous owner and not on the actions of this owner. It is unfair and onerous.

18. See above.

19. agreed

20. This is unduly onerous. It will take time and cost money to prepare accounts so frequently. Normally, accounts are prepared yearly and there should be no reason for a departure in this case. The club feels that this is once again based on the reputation of the previous owner. An objective, fair view is not being taken.

21 – 25. Agreed.

CONSTITUTION

1. TITLE

The club will be known as Palms of Enfield

2. OBJECTS

The Objects of the Club are to promote good fellowship, entertainment and social intercourse for the benefit of its members and to provide a place where suitable refreshments and amenities are made available and to foster the principles of mutual aid, self-management and co-operation.

3. MEMBERSHIP

Generally, membership is open to all; however, the Committee reserves the right to refuse membership, to any applicant, without the need to provide reason.

4. SUBSCRIPTIONS

No membership fees or annual subscriptions are applicable.

5. RESIGNATION

Any member wishing to withdraw from the Club should notify the Secretary in writing.

6. CESSATION OF MEMBERSHIP

Should any member be deemed to behave outside the standards set by the Club's code of conduct they will be suspended and their membership reviewed at the next committee meeting (as set out in clause 9).

7. THE COMMITTEE

A Committee will be established to administer the needs of the Club. The Committee will comprise of 5 members:-

Chairman, Club Secretary, Secretary, Treasurer, Members Representative

The Committee may, from time to time, appoint members for specific functions as the need arises.

8. SERVICE ON THE COMMITTEE

Any member wishing to be considered for service on the Committee to any post with portfolio will have been a full member continuously for a period of not less than 2 years. For all other posts the minimum period of club membership will be 1 year.

9. POWERS OF THE COMMITTEE

If the conduct of any member, who in the opinion of the Committee, endangers safety of any person or property whether accidental or intentional or is considered injurious to the character or interests of the Club, the Committee will require that member to attend before them to justify their conduct.

The Committee after hearing the member, or in the event of such member neglecting to attend before them, without good cause, will have the power to expel that member and his/her membership of the Club will be revoked. In every case of expulsion, the decision will be final, and the excluded member will have no remedy against the Club or Committee, or any right of appeal. A simple majority of all members of the Committee will be necessary to order an expulsion. Records of any incident will be kept.

10. FINANCE

All matters relating to the spending of the Club funds will be referred through the Treasurer to the Club Committee. Officers of the Committee may at any time require the Treasurer to report at Committee meetings the details of all expenditure and the current balance of the clubs account. The Treasurer will make an annual financial statement to the AGM offering all relevant documents for inspection.

11. ANNUAL GENERAL MEETING

The AGM will be held no later than the first week of December each year. The order of business at the AGM will be:

1. Reports on the general working of the Club.
2. Representation of the Club accounts.
3. Election of Committee Members.
4. Review and agree the annual membership fee.
5. Discussion of any other business of which due notice has been given.

Members are actively encouraged to attend and vote at the AGM and any EGM that may be convened. However, Proxy voting is not allowed.

The Club Secretary will notify the membership, by post, of the date of the AGM or any EGM.

12. EXTRAORDINARY GENERAL MEETING

An EGM may be called at any time if the Committee so decides. The Secretary will also call a meeting on receiving written request, signed by no less than 13 Club members. The EGM will then take place within 28 days of the written request being received. All members will be given 14 days' notice of any meeting called, but without the necessity for detailing any further particulars. Resolution of an EGM will not be valid unless 21% of the current club members are present. Any resolution must be passed by a simple majority of the members voting.

13. MINUTES OF MEETINGS

Minutes of all AGMs and EGMs will be published as soon as convenient but within 60 days of the meeting. Minutes of Committee meetings will be made available to all Committee members, for reference at the next similar meeting. Copies of all minutes will be kept for 5 years by the Secretary. Scheduled Committee meeting notes will not normally be published; however, club members may request an abridged copy of any of the meeting notes. Any such request must be made in writing to the Club Secretary.

14. DEFICIENCY OF FUNDS

In the event of insolvency, a full financial audit will take place. An EGM shall be called, at which it will be decided whether, (a) any deficit will be made good by an equal payment from each member; or (b) the Club be dissolved in which case Clause 20 of the constitution will take precedence.

15. MEMBERS CONTACT DETAILS

Each members contact details will be recorded in the Club records and will be assumed to be correct. The Secretary must be notified in writing of any change in contact details.

16. DATA PROTECTION POLICY

The Club will hold information in compliance with the Data Protection Act 1998. Information will only be available to (a) Committee Members (with portfolio); (b) Organisations where there is a legal requirement; (c) The Member to whom the information pertains (upon written request to the Club Secretary).

17. CONSTITUTION AND RULES

A copy of the Constitution and Club Rules will be forwarded to each member on joining. These will also be published on the club website. These rules will be binding on every member. It is a condition of membership that members familiarise themselves with the rules.

18. INTERPRETATION OF RULES

The Committee will be the sole authority for the interpretation of the club rules and the decision of the committee to any question of interpretation, or any other matter affecting the Club that is not provided for by the rules or constitution, will be final and binding on the members.

19. ALTERATION OF CONSTITUTION

The Constitution defines the rules for the government of the Club. All alterations to the Constitution may only be adopted by resolution at an AGM or EGM convened according to the Constitution. Such resolution must receive a simple majority to pass.

20. DISSOLUTION OF THE CLUB

If at any general meeting a resolution for the dissolution of the Club is passed by a simple majority by the membership present, and the said resolution is confirmed at an EGM, held not more than one month thereafter that meeting, at which not less than 28% of the recorded members are present, by simple majority, the Committee will proceed to dissolve the Club. The Committee will, after

discharge of all liabilities disband the club and in accordance with the constitution close the clubs accounts donating all residual sums to the Kent Air Ambulance Trust.

21. OBLIGATION OF MEMBERS

To uphold the clubs constitution and rules at all times. To actively promote a safe and secure environment for the furthering of our collected activities and to ensure that all members and the public alike, are treated with dignity and respect and that the club is held above reproach at all times.

PALMS OF ENFIELD
(COMPANY NUMBER 8602950)

MINUTES OF A MEETING OF DIRECTORS of Palms of Enfield ("the Club") held at 467/469 Green Lanes, London N13 4BS

PRESENT:	NAME	POSITION
	Christakis Nicholson	Director
		Secretary

After consideration of the matters referred to in section 172(1) of the Companies Act 2006 THE SOLE DIRECTOR RESOLVED THAT:

- A. Enzo Gomez position as the Club's secretary shall be terminated
- B. Enzo Gomez shall be barred from becoming a member of the Club
- C. The search for a suitable replacement for the position of club secretary shall commence straight away
- D. Dated this 23rd day of September 2013

Signed



Christakis Nicholson

Sole Director

PALMS OF ENFIELD
(COMPANY NUMBER 8602950)

MINUTES OF A MEETING OF DIRECTORS of Palms of Enfield ("the Club") held at 467/469 Green Lanes, London N13 4BS

PRESENT:	NAME	POSITION
	Christakis Nicholson	Director
		Secretary

After consideration of the matters referred to in section 172(1) of the Companies Act 2006 THE SOLE DIRECTOR RESOLVED THAT:

- A. Ms Elaine Pambacas shall be appointed the Club's secretary
- B. Dated this 27th day of September 2013

Signed



Christakis Nicholson

Sole Director

PALMS OF ENFIELD
(COMPANY NUMBER 8602950)

Resolution in writing of the sole director of Palms of Enfield ("the Club") held at 467/469 Green Lanes, London N13 4BS dated this 9th day of July 2013

BACKGROUND:

- A. The Company is a company organised and operating under the laws of England.

After consideration of the matters referred to in section 172(1) of the Companies Act 2006 **THE SOLE DIRECTOR RESOLVED THAT:**

1. The Club's Articles of Association ("the Articles") are to be amended so that as long as the Club shall have one sole director, wherever reference in the Articles is to more than one director it shall be read as being one director only.
2. Article 35 is amended so that the Club is not obliged to use its common seal and that documents may be signed for and on behalf of the Club by its Director and Secretary.
3. The Secretary of the Club is directed to update the minute book of the Club, as appropriate.

Dated in England this 9th day of July 2013

Signed



Christakis Nicholson

Sole Director

PALMS OF ENFIELD
(COMPANY NUMBER 8602950)

MINUTES OF A MEETING OF DIRECTORS of Palms of Enfield ("the Club") held at 467/469 Green Lanes, London N13 4BS

PRESENT:	NAME	POSITION
	Christakis Nicholson	Director
	Enzo Gomez	Secretary

After consideration of the matters referred to in section 172(1) of the Companies Act 2006 THE SOLE DIRECTOR RESOLVED THAT:

- A. The persons in the attached Schedule A shall become members of the Club
- B. The persons in the attached Schedule B shall accede to the Committee of the Club
- C. A resolution shall be passed amending the objects of the Club to:-

"The Company will be a private members club which provide services, events and games such as Snooker, Pool (Team Events, Competitions and local league Entries), Darts (Team Events, Competitions and local league Entries) , Shooting Club, Fishing Club, A Variety Of Card Games (Including, but not exclusively, Bridge, Poker, Kalooki, Rummy, etc.), A Variety Of Board Games (Including, but not exclusively, Chess, Draughts, Scrabble, Trivial Pursuit, etc.), Golf Society, Charitable Events, Red letter days, Conclerge Service, Reading Club, Members function Days/Evenlngs."

- D. On inspection of the Club's premises at 467/469 Green Lanes, London N13 4BS, they were deemed in good condition and that they were adequate for the Club to open, once it chose to do so
- E. Dated this 9th day of July 2013

Signed

A handwritten signature in black ink, appearing to read 'Christakls Nicholson', written over a horizontal line.

Christakls Nicholson

Sole Director

SCHEDULE A

Christakis Nicholson, 48, 1 Lancaster Road London N11 2TB,
Elaine Pambacas, 29, 56 Natal Road New Southgate London N11 2HX
Michael Young, 53, 11 Alexandra Court N14 4RE,
Tony Andreou, 45, 33 Langside Crescent N14 7DS,
Monika Newton, 27, 38 Abbey Grove SE2 9EX
Mario Champou, 04/05/61, 117 Caterhatch Lane EN1 4J2
Mev Hussein, 30/09/68, 107 Stonehill Business Park N18 3QH
Gary Bush, 13/08/69, 65 Petworth Road N12 9HE
Ahmet Sadik, 11/08/70, 41 Lena Crescent N9 0FD
Louis Chrysanthou, 13/04/55, 28 Great Cambridge Road N9 9UP
Gabby Chrysanthou, 24/11/53, 26 Park Avenue EN1 2HP
Tim Timotheous, 25/06/65, 14 Long Lane N3 2PT
Alex Lambrou, 07/02/79, 66 Bateman Road E4 8ND
Vas Stephanou, 08/12/61, 14 Old Park Road EN2 7BH
Marios Nicolaou, 18/12/63, 126 The Ride EN3 7DZ
Dharm Tanna, 06/11/67, 11 Walker Grove AL10 9PL
Michael Yiannikou, 01/07/78, 240 Princess Manor N11 2EG
Aytach Dervish, 21/07/69, 36 Bushbarn Cheshunt EN7 6EB
Frankie Constantinou, 07/09/84, Flat 5 Barrington Court N10 1GH
Helena Gannon, 24/04/65, 1 The Vale IG1 3AA
Jason Clemence, 29/05/73, Farmview Duddinghurst Road CM15 0QU
Mark Ferret, 30/11/87, 15 Mac Avenue EN1 4GY
Nick Stylianou, 23/04/73, 6 Colwick Close N6 5NU
Marlos Andreas, 01/08/83, Flat 1 Burtonwood House N4 2RX
John Hassan, 23/01/63, ST Edmonds Road N9 7PL
Laurence Simpson, 22/11/65, 22 Holyrood Drive LU5 5FW
Andrius Lubys, 20/09/85, 110 Sebert Road E7 ONH
Daren Braddick, 08/03/74, 28 Oxford Road EN3 4BA

SCHEDULE B

Christakis Nicholson, Chairman/Treasurer

Elaine Pambacas, Secretary

Michael Young, Club Secretary

Tony Andreou, Member's Representative

Monika Newton, Board Member

From: Mark Galvayne
Sent: 23 December 2013 15:03
To: 'tariq@ma-law.co.uk'
Cc: Charlotte Palmer
Subject: 213047580 PALMS OF ENFIELD, 467 GREEN LANES N13 [SEC=UNCLASSIFIED]

Classification: UNCLASSIFIED
YOUR REF : TD/PAL001/001

Dear Tariq

I refer to Palms of Enfield's application for club premises certificate, under the Licensing Act 2003, in respect of the above club premises.

Thank you for your emails of 21 November and 3 December 2013. Please accept my apologies for the delay in responding to you.

The Licensing Authority have now responded to the information that you provided on 21 November 2013. The responsible authority have confirmed that further information is still required and have asked me to 'make it clear that [they] are not treating this application differently to any other CPC application and are treating the application in line with paragraph 2 of [your] covering letter'. Please find the list attached, with the required further information highlighted in red.

Yours sincerely

Mark Galvayne
Principal Licensing Officer
Planning, Highways & Transportation
Environment Department
London Borough of Enfield
020 8379 4743
020 8379 5120
Website: www.enfield.gov.uk
Protect the Environment - Think Before You Print.

Palms of Enfield

New Club Premises Certificate Application

Response to additional information submitted by applicant

The applicant was asked to respond to Points 1-14 set out below:

Confirm the following, in respect of Section 64 of the Act :

1. Who manages the purchase of alcohol for the club – the club in general meeting or the general body of members of a committee of the club? Information provided.
2. If alcohol is purchased by a committee of the club, provide the name, age and club membership number of each member of that committee and provide minutes of the meeting of the club when that member was elected to that committee. Membership numbers still required. The rest of the information has been received.
3. Whether any person receives, at the expense of the club, any commission, percentage or similar payment on, or with reference to, purchases of alcohol by the club. Information still required – response just states TBA
4. Whether any arrangements are made for any person directly or indirectly to derive any pecuniary benefit from the supply of alcohol by or on behalf of the club to members or guests. Answer received.

Provide the following, in respect of the representation made by the Licensing Authority:

5. Written details of the main purpose and the objectives of the club along with a list of activities that take place at the club. Information received. (However I am still not 100% clear of what their common interest is as there does not seem to be one main activity or purpose. If there is one, this information would be appreciated.)
6. A membership list – Information received with more than 25 members details.
7. What name the club bank account is in, who controls it and how. – Information received – can paperwork be provided as evidence of this?
8. The books of account and any other records kept to ensure the accuracy of the financial dealings of the club. Information not provided. The response to this request is 'Not trading yet'. There should be some form of accounts as the building is being occupied by them and someone must be funding the set up costs, gas/electric, business rates, water, solicitor fees etc. They already have members. Information still required. (Section 63 (d))
9. The minutes from the last Annual General Meeting – the club constitution states that the AGM will take place no later than the first week in December. Other minutes provided show that a committee was elected in July 2013 and that there are members. AGM minutes are required.

10. The names of all Committee Members their roles, and date of election.
Information provided.
11. Copies of Committee Meeting Minutes since the club opened at this site. The Committee was set up in July 2013 but the only minutes provided are just from meeting of the Director and Director and one Secretary (Gomez). If there are any full Committee Meeting minutes available since July please can these be provided.
12. A copy of the club constitution – Information received
13. Details of any restrictions on the clubs freedom to purchase alcohol, who makes commercial decisions on behalf of the club and what the governance arrangements are. The response is 'All decision and governance arrangements are made by committee'. This does not answer whether or not there are any restrictions or what the governance arrangements are – more information is required. (Section 63 determining whether a club is established and conducted in good faith).

In respect of the conditions arising from the application and the representations (see attached):

14. Confirm that the club agrees to each of the conditions numbered 4 to 25. If the club doesn't agree to any particular condition(s) the club should provide their reasons for not agreeing to that condition.

4, 6, 7, 8, 9, 10, 12, 13, 14, 19, 21, 22, 23, 24, 25 agreed.

Condition not agreed / not clear if they agree -

Condition 5 relates to door staff and was requested by the police

Condition 11 – I agree to change wording to ' Member and guests shall not be permitted to take alcoholic beverages outside of the club building'

Condition 15 – Do they agree to the condition or not – unclear.

Condition 16 - Do they agree to the condition or not – unclear. Please can further information about the provisional days that they have set aside for poker be provided.

Conditions 17 - Do they agree to the condition or not – unclear.

Condition 18 - Do they agree to the condition or not – unclear.

Condition 20 - Do they agree to the condition or not – unclear.

Additional Information

Club Constitution

- i. Reference is made to a Club Code of Conduct, please can a copy be provided.
- ii. It states that the committee will consist of a Chairman, Club Secretary, Secretary, Treasurer, Members Representative – minutes say there is a joint

Chair / Treasurer, a Secretary, Club Secretary, Member 's Representative and a Board Member. Please clarify the role of the board member.

- iii. Reference is made to a club website. Please provide the web address.
 - iv. The lease use to be held by Ahmet Melin, please provide a copy of the lease / sub lease to show that it is no longer in Mr Melin's name. (Section 63 determining whether a club is established and conducted in good faith).
-

From: Tariq Desai [mailto:tariq@ma-law.co.uk]
Sent: 16 January 2014 12:01
To: Mark Galvayne
Subject: Palms of Enfield - Club Premises Certificate Application

Dear Mark

Please find attached the responses to the council's additional questions.

Would it also be possible to let me know a timeframe for when I can expect to hear back from you?

Kind regards

Tariq

Palms of Enfield

New Club Premises Certificate Application

Answers to Response to additional information submitted by applicant

2.	Christakis Nicholson, 48, 1 Lancaster Road London N11 2TB,	001
	Elaine Pambacas, 29, 56 Natal Road New Southgate London N11 2HX	029
	Michael Young, 53, 11 Alexandra Court N14 4RE,	003
	Tony Andreou, 45, 33 Langside Crescent N14 7DS,	004
	Monika Newton, 27, 38 Abbey Grove SE2 9EX	005

3. No

5. The club provides a common area for socialising and taking part in activities/games, which will be the focal point. Please see the previous statement.

7. The paperwork is currently being processed.

8. As the club is not trading yet, business rates, rent and utilities are in arrears. The solicitor's fees are being paid personally by the chairman.

9. Attached

11. There are no committee meeting minutes as the club has not begun trading yet and has not received a premises certificate, meaning no committee decisions have been required.

13. The board shall take commercial decision on behalf of the club jointly. The club has no restriction in relation to the purchase of alcohol as it is not tied to any particular supplier and the governance arrangements are as set out in the club constitution and code of conduct.

Conditions

- a) Unsure as to comment regarding door staff. Although requested by the police, it is in the council's report and it was responded to. Our comments remain.
- b) Please note the sentence "agreed in black, not agreed in red" in our initial response. As such, conditions 16, 17, 18 and 20 are not agreed, as previously indicated.
- c) With regards to condition 15, the club has no view, although it does seem draconian to dictate who can and who cannot be the club's members, or guests of members, especially if those members, or guests of members, have no connection with the running of the club.

Club Constitution

- i. Attached

- ii. Games and Activities Director
- iii. There is no website
- iv. Attached.

Palms of Enfield

Minutes of an Annual General Meeting of Palms of Enfield
Held at 467/460 Green Lanes, Palmers Green, London N13 4BS
On 9th July 2013

The Annual General Meeting commenced at 5.30pm on 9th July 2013. The meeting was chaired by Christakis Nicholson, Chair of the Board.

1. Confirmation was made that the quorum of at least 20 members were present.
2. Apologies for members unable to attend were recorded.
3. It was unanimously agreed that the notice convening the meeting should be taken as read.
4. It was resolved that Christakis Nicholson be elected a director of the company.
5. It was resolved that the appointment of Christakis Nicholson, Enzo Gomez, Michael Young, Tony Andreou, Monika Newton to the board be confirmed.
6. It was noted that the club had yet to receive the Club Premises Certificate and it was resolved that no trading shall take place until the certificate is received.
7. It was resolved that all future Annual General Meetings will take place no later than the first week of December beginning in the year that the club begins to trade at its premises.
8. It was confirmed that no accounts had been prepared and that none had been requested as the club had not begun to trade.
9. It was confirmed that at all future Annual General Meetings that the Chairman shall submit the company's profit and loss account for the previous period, together with the balance sheet as at that date and that the accounts will be submitted to the meeting and be approved.
10. It was resolved that UCS Accountancy Services Limited of 266-268 High Street, Waltham Cross, Hertfordshire, EN8 7EA, be appointed auditors of the company until the next general meeting at which accounts are laid before the company, at a fee to be agreed with the board of directors.
11. There being no other business, the Chair closed the meeting.


Chairman

CODE OF CONDUCT

1. All members must abide by the rules and policies of the club
2. All members of Palms of Enfield PMC are entitled to freely enjoy their membership of the club
3. All Members must respect the rights of other members
4. All members are entitled to be treated with courtesy and respect at all times.
5. The Club needs open, friendly and welcoming members. Please be tolerant of the views and behaviour of other members. Please be aware of the impact your behaviour may have on another member and be prepared to moderate your behaviour if you are asked to do so.
6. All members are entitled to be free of harassment, bullying and abusive behaviour.

Harassment is any course of conduct from someone who either knows or ought to know that it will cause harm or distress to the recipient.

Bullying or abusive behaviour is any behaviour which is intended or is likely to cause a person to feel uncomfortable.

7. In any club issues and disputes between members do occasionally arise. These should be dealt with as informally as possible. If a member wishes to make a complaint, the person being complained about, and/ or any witness members, must act responsibly. Members must treat the process as confidential and do their best to minimise not exacerbate the problem. All complaints should be directed to the Chairman or a member of the committee to be dealt with. Once the dispute has been dealt with all members must accept the conclusion and move on.
8. All members should act in a positive and constructive manor towards the club. Fair and reasonable comment should be directed to the Chairman or a member of the Committee.
9. Members must take reasonable care over health and safety of themselves and other members, particularly when an event is in progress.

ASSIGNMENT OF LEASE

1. **DATE**
2. **PARTIES**
 - 2.1 The Seller **AHMET MELIN** of 35 Cowles Cheshunt EN7 6HA
 - 2.2 The Buyer **PALMS OF ENFIELD LIMITED** incorporated and registered in England and Wales with company number 08602950 whose registered office is at 467 Green Lanes London N13 4BS
3. **DEFINITIONS & INTERPRETATIONS**
 - 3.1 The Property Club Premises and Storeroom 467/469 Green Lanes London N13 4BS
 - 3.2 The Lease A lease of Club Premises and Storeroom 467/469 Green Lanes London N13 4BS dated 21 July 2011 and made between (1) Sotiris Joannou and (2) Ahmet Melin
 - 3.3 The Term A term commencing on 21st July 2011 and expiring on 23rd December 2017
 - 3.4 The Provisions The tenant covenants, agreements and conditions contained in the Lease to be observed by the Buyer.
 - 3.5 The Premium £1.00

For all purposes of this Assignment the terms set out above shall have the meanings specified and the expression "the Term" includes any period of holding over or extension or continuance of the Term whether by statute or common law
4. **ASSIGNMENT**
 - 4.1 In consideration of the Buyer paying to the Seller the Premium, the Seller with full title guarantee assigns to the Buyer the Lease of the Property for the residue of the Term subject throughout the residue of the Term to the payment of the Rent and the performance of and observance of the Provisions by the Buyer
 - 4.2 The Seller is not liable under any covenant implied into this Agreement by statute for any breach of the terms of the Lease concerning the

This Licence is dated

2013

HM Land Registry

Landlord's title number: AGL130680

Borough: London Borough of Enfield

Tenant's title number:

PARTIES

- (1) SOTIRIS JOANNOU OF 596 Green Lanes London N13 4BS (Landlord).
- (2) AHMET MELIN of 35 Cowles Cheshunt EN7 6HA (Tenant).
- (3) PALMS OF ENFIELD LIMITED incorporated and registered in England and Wales with company number 08602950 whose registered office is at 467 Green Lanes London N13 4BS (Assignee).
- (4) AHMET MELIN of 35 Cowles Cheshunt EN7 6HA (Assignee's Guarantor).

BACKGROUND

- (A) This licence is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant intends to assign the Lease to the Assignee and, under the terms of the Lease, requires the consent of the Landlord for that assignment.
- (E) The Guarantor will guarantee the Tenant's Covenants

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause apply to this licence.

Authorised Guarantee Agreement: the authorised guarantee agreement incorporated in this Licence

Lease: a lease of Club Premises and Storeroom 467/469 Green Lanes London N13 4BS dated 21 July 2011 and made between the Landlord and the Tenant, and all documents supplemental or collateral to that lease.

Property: Club Premises and Storeroom 467/469 Green Lanes London N13 4BS as more particularly described in and demised by the Lease.

- 1.2 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease and, except in clause 1.5, clause 2.1 and Schedule 1, references to the **Assignee** include a reference to its successors in title and assigns.
- 1.3 References to the **Assignee's Guarantor** include a reference to the personal representatives of any individual who comprises the Assignee's Guarantor.
- 1.4 The expression **tenant covenants** has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.5 References to **completion of the assignment** are to the date on which the deed of assignment to the Assignee is dated and not to the registration of that deed at HM Land Registry.
- 1.6 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 The Schedules form part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this licence includes the Schedules.
- 1.9 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.10 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.11 Unless otherwise specified, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.12 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.13 A reference to **writing** or **written** includes faxes but not e-mail.

- 1.14 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Licence) at any time.
- 1.15 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this Licence
- 1.16 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. CONSENT TO ASSIGN

- 2.1 In consideration of the obligations on the Tenant, the Assignee and the Assignee's Guarantor in this Licence, and at the request of the Tenant and of the Assignee's Guarantor, the Landlord consents to the Tenant assigning the Lease to the Assignee.
- 2.2 This consent to assign is valid for three months from (and including) the date of this Licence. If the assignment has not been completed within that time, the Landlord may give notice to the Tenant extending the period of validity. If this consent ceases to be valid and the Landlord has not given notice extending its validity, all the terms of this Licence except clause 2.1 shall remain in force.
- 2.3 It is a condition of this consent to assign that the Tenant enters into the Authorised Guarantee Agreement.
- 2.4 This consent to assign does not obviate the need for the consent or licence of any person other than the Landlord that may be required for the assignment.

3. OBLIGATIONS RELATING TO THE ASSIGNMENT

- 3.1 The Assignee shall not occupy, and the Tenant shall not allow the Assignee to occupy, the Property or any part of it before completion of the assignment.
- 3.2 Immediately following completion of the assignment, the Assignee shall notify the Landlord (or its managing agents) of the name and address of the person to whom demands for rent should be sent.
- 3.3 Within one month after completion of the assignment, the Assignee shall notify the Landlord of completion, send the Landlord a certified copy of the assignment and pay the Landlord's registration fee of £50 plus value added tax.

4. AUTHORISED GUARANTEE AGREEMENT

- 4.1 The Tenant covenants to observe and perform the obligations contained in the Authorised Guarantee Agreement.
- 4.2 The obligations on the Tenant in the Authorised Guarantee Agreement are made in consideration of the consent to assign granted in clause 2.1 and the Authorised Guarantee Agreement is made pursuant to the condition in clause 2.3.
- 4.3 The Authorised Guarantee Agreement shall take effect on the date the Assignee becomes bound by the tenant covenants of the Lease and shall continue until the end of the term of the Lease (however it may end) or until the Assignee is released from the tenant covenants of the Lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.
- 4.4 For the avoidance of doubt, references in the Authorised Guarantee Agreement to the Lease are to the Lease as varied by this Licence.

5. GUARANTEE AND INDEMNITY

- 5.1 The provisions of Schedule 2 apply and shall take effect on the date of completion of the assignment and shall continue until the end of the term of the Lease (however it may end), or until the Assignee is released from the tenant covenants of the Lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.
- 5.2 For so long as the Assignee's Guarantor remains liable to the Landlord, the Assignee shall, if the Landlord requests, procure that the Assignee's Guarantor joins in any consent or approval required under the Lease and consents to any variation of the tenant covenants of the Lease.
- 5.3 For the avoidance of doubt, references in Schedule 2 to the Lease are to the Lease as varied by this Licence.

6. COSTS

- 6.1 On completion of this licence the Tenant shall pay the costs and disbursements of the Landlord's solicitors in connection with this licence in the sum of £750.00 plus VAT

7. THE RIGHT OF RE-ENTRY IN THE LEASE

The right of re-entry in the Lease shall be exercisable if any covenant or condition of this Licence is breached, as well as if any of the events stated in the provision for re-entry in the Lease occurs.

8. INDEMNITY

The Tenant and the Assignee shall indemnify the Landlord against all costs and claims arising from any breach of the terms of this Licence.

9. NOTICES

Any notice given pursuant to this licence shall be in writing and shall be delivered by hand, or sent by pre-paid first class post, or recorded delivery or by any other means permitted by the Lease. A correctly addressed notice sent by pre-paid first class post, shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.

10. LIABILITY

The obligations of the Tenant, the Assignee and the Assignee's Guarantor in this Licence are owed to the Landlord and are made in consideration of the consents granted by clause 2.1

11. THIRD PARTY RIGHTS

A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Authorised Guarantee Agreement

1. GUARANTEE AND INDEMNITY

- 1.1 The Tenant guarantees to the Landlord that the Assignee shall pay the rents reserved by the Lease and any interim rent determined under the LTA 1954 and observe and perform the tenant covenants of the Lease and that if the Assignee fails to pay any of those rents or to observe and perform any of those tenant covenants, the Tenant shall pay or observe and perform them.
- 1.2 The Tenant covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure to pay any of the rents reserved by the Lease or any failure to observe or perform any of the tenant covenants of the Lease.

2. TENANT'S LIABILITY

- 2.1 The liability of the Tenant shall not be affected by:
- (a) any time or indulgence granted by the Landlord to the Assignee (or to any person to whom the Assignee has assigned the Lease pursuant to an assignment that is an excluded assignment under section 11 of the Landlord and Tenant (Covenants) Act 1995), or
 - (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of the Lease or in making any demand in respect of any of them, or
 - (c) any refusal by the Landlord to accept any rent or other payment due under the Lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property, or
 - (d) the Landlord exercising any right or remedy against the Assignee for any failure to pay the rents reserved by the Lease or to observe or perform the tenant covenants of the Lease, or
 - (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Assignee's liability to pay the rents reserved by the Lease and observe and perform the tenant covenants of the Lease (including the release of any such security), or
 - (f) any legal limitation or disability on the Assignee or any invalidity or irregularity of any of the tenant covenants of the Lease or any unenforceability of any of them against the Assignee, or
 - (g) the Assignee being dissolved or being struck off the register of companies or otherwise ceasing to exist, or

- (h) without prejudice to paragraph 4, the disclaimer of the liability of the Assignee under the Lease, or
- (i) the surrender of the Lease in respect of part only of the Property, except that the Tenant shall not be under any liability in relation to the surrendered part in respect of any period after the surrender, or
- (j) any other act or omission except an express written release by deed of the Tenant by the Landlord.

2.2 Any sum payable by the Tenant under this authorised guarantee agreement shall be paid without any deduction, set-off or counter-claim against the Landlord or the Assignee.

3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS

3.1 The Tenant shall, at the request of the Landlord, join in and give its consent to the terms of any licence, consent, variation or other document that may be entered into by the Assignee in connection with the Lease.

3.2 The Tenant shall not be released by any variation of the rents reserved by, or the tenant covenants in, the Lease, whether or not:

- (a) the variation is material or prejudicial to the Tenant; or
- (b) the variation is made in any document; or
- (c) the Tenant has consented, in writing or otherwise, to the variation.

3.3 The liability of the Tenant under this authorised guarantee agreement shall apply to the rents reserved by, and the tenant covenants in, the Lease as varied except to the extent that the liability of the Tenant is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.

4. TENANT TO TAKE A NEW LEASE

4.1 If the liability of the Assignee under the Lease is disclaimed and the Landlord gives the Tenant written notice within six months after the Landlord receiving notice of that disclaimer, the Tenant shall enter into a new lease of the Property on the terms set out in paragraph 4.2.

4.2 The rights and obligations under the new lease shall take effect from the date of the disclaimer and the new lease shall:

- (a) be granted subject to the right of any person to have the Lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;

- (b) be for a term that expires at the same date as the end of the term granted by the Lease had there been no disclaimer;
- (c) reserve as an initial annual rent an amount equal to the rent which is reserved by the Lease on the date of the disclaimer (subject to paragraph 5) and which is subject to review on the same terms and dates provided by the Lease; and
- (d) otherwise be on the same terms as the Lease (as varied if there has been any variation other than a variation in respect of which the Tenant is not liable by virtue of section 18 of the Landlord and Tenant (Covenants) Act 1995).

4.3 The Tenant shall pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any value added tax on them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.

4.4 The grant of a new lease and its acceptance by the Tenant shall be without prejudice to any other rights which the Landlord may have against the Tenant or against any other person or in respect of any other security that the Landlord may have in connection with the Lease.

5. RENT AT THE DATE OF DISCLAIMER

5.1 If at the date of the disclaimer there is a rent review pending under the Lease, then:

- (a) the relevant review dates in the Lease shall also be the rent review dates in the new lease;
- (b) the rent to be reserved by the new lease shall be the open market rent of the Property at the relevant review date as agreed or determined in accordance with the new lease;
- (c) until the rent is agreed or determined the rent reserved by the new lease shall be payable at the rate that was payable under the Lease immediately before the disclaimer; and
- (d) the provisions in the new lease relating to the payment of any shortfall and interest following agreement or determination of a rent review shall apply in relation to any shortfall between the rent payable and the rent reserved, in respect of the period after the date of the disclaimer.

6. PAYMENTS IN GROSS AND RESTRICTIONS ON THE TENANT

6.1 Any payment or dividend that the Landlord receives from the Assignee (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Assignee shall be taken and applied as a payment in gross and shall not

prejudice the right of the Landlord to recover from the Tenant to the full extent of the obligations that are the subject of this authorised guarantee agreement.

6.2 The Tenant shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Assignee in respect of any payment made by the Tenant pursuant to this authorised guarantee agreement. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.

6.3 The Tenant shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Assignee or any other person) in respect of any amount paid or other obligation performed by the Tenant under this authorised guarantee agreement unless and until all the obligations of the Tenant under this authorised guarantee agreement have been fully performed.

7. OTHER SECURITIES

7.1 The Tenant warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Assignee in respect of any liability of the Assignee to the Tenant. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

7.2 This authorised guarantee agreement is in addition to any other security that the Landlord may at any time hold from the Tenant, the Assignee or the Assignee's Guarantor or any other person in respect of the liability of the Assignee to pay the rents reserved by the Lease and to observe and perform the tenant covenants of the Lease. It shall not merge in or be affected by any other security.

7.3 The Tenant shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Assignee to pay the rents reserved by the Lease or to observe and perform the tenant covenants of the Lease.

Schedule 2 Guarantee and indemnity

1. GUARANTEE AND INDEMNITY

1.1 The Assignee's Guarantor guarantees to the Landlord that the Assignee shall:

- (a) pay the rents reserved by the Lease and observe and perform the tenant covenants of the Lease and that if the Assignee fails to pay any of those rents or to observe or perform any of those tenant covenants, the Assignee's Guarantor shall pay or observe and perform them, and
- (b) observe and perform any obligations the Assignee enters into in an authorised guarantee agreement made in respect of the Lease (an Assignee's AGA) and that if the Assignee fails to do so, the Assignee's Guarantor shall observe and perform those obligations.

1.2 The Assignee's Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Assignee:

- (a) to pay any of the rents reserved by the Lease or to observe or perform any of the tenant covenants of the Lease, and
- (b) to observe or perform any of the obligations the Assignee enters into in an Assignee's AGA.

2. ASSIGNEE'S GUARANTOR'S LIABILITY

2.1 The liability of the Assignee's Guarantor shall not be affected by:

- (a) any time or indulgence granted by the Landlord to the Assignee, or
- (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of the Lease (or the Assignee's obligations under an Assignee's AGA) or in making any demand in respect of any of them, or
- (c) any refusal by the Landlord to accept any rent or other payment due under the Lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property, or
- (d) the Landlord exercising any right or remedy against the Assignee for any failure to pay the rents reserved by the Lease or to observe or perform the tenant covenants of the Lease (or the Assignee's obligations under an Assignee's AGA), or
- (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Assignee's liability to pay the rents reserved by the Lease or observe and

perform the tenant covenants of the Lease (or the Assignee's obligations under an Assignee's AGA) including the release of any such security, or

- (f) any legal limitation or disability on the Assignee or any invalidity or irregularity of any of the tenant covenants of the Lease (or the Assignee's obligations under an Assignee's AGA) or any unenforceability of any of them against the Assignee; or
- (g) the Assignee being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or;
- (h) without prejudice to paragraph 4, the disclaimer of the Assignee's liability under the Lease or the forfeiture of the Lease, or
- (i) the surrender of the Lease in respect of part only of the Property, except that the Assignee's Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender, or
- (j) any other act or omission except an express written release of the Assignee's Guarantor by the Landlord.

2.2 Any sum payable by the Assignee's Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Assignee.

3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS

3.1 The Assignee's Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Assignee in connection with the Lease (or an Assignee's AGA).

3.2 The Assignee's Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, the Lease, whether or not:

- (a) the variation is material or prejudicial to the Assignee's Guarantor; or
- (b) the variation is made in any document; or
- (c) the Assignee's Guarantor has consented, in writing or otherwise, to the variation.

3.3 The liability of the Assignee's Guarantor shall apply to the rents reserved by, and the tenant covenants in, the Lease as varied except to the extent that the liability of the Assignee's Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.

4. ASSIGNEE'S GUARANTOR TO TAKE A NEW LEASE OR MAKE PAYMENT

- 4.1 If this Lease is forfeited or the liability of the Assignee under the Lease is disclaimed and the Landlord gives the Assignee's Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Assignee's Guarantor shall enter into a new lease of the Property on the terms set out in paragraph 4.2.
- 4.2 The rights and obligations under the new lease shall take effect from the date of the forfeiture or disclaimer and the new lease shall:
- (a) be granted subject to the right of any person to have the Lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant,
 - (b) be for a term that expires at the same date as the end of the term granted by the Lease had there been no forfeiture or disclaimer,
 - (c) reserve as an initial annual rent an amount equal to the Annual Rent payable under the Lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5) and which is subject to review on the same terms and dates provided by the Lease,
 - (d) otherwise be on the same terms as the Lease (as varied if there has been any variation, other than a variation in respect of which and to the extent that the Assignee's Guarantor is not liable by virtue of section 18 of the Landlord and Tenant (Covenants) Act 1995).
- 4.3 The Assignee's Guarantor shall pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any value added tax in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.
- 4.4 The grant of a new lease and its acceptance by the Assignee's Guarantor shall be without prejudice to any other rights which the Landlord may have against the Assignee's Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with the Lease.
- 4.5 The Landlord may, instead of giving the Assignee's Guarantor notice pursuant to paragraph 4.1 but in the same circumstances and within the same time limit, require the Assignee's Guarantor to pay an amount equal to six months of the rent reserved by the Lease and the Assignee's Guarantor shall pay that amount on demand.
5. **RENT AT THE DATE OF FORFEITURE OR DISCLAIMER**
- If at the date of the forfeiture or disclaimer there is a rent review pending under the Lease, then the initial annual rent to be reserved by the new lease shall be the greater of:

- (a) the Annual Rent previously payable (or which would have been payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) under the lease prior to forfeiture or disclaimer; and
- (b) the open market rent of the Property at the relevant Review Date, as determined by the Landlord before the grant of the new lease.

6. PAYMENTS IN GROSS AND RESTRICTIONS ON THE ASSIGNEE'S GUARANTOR

- 6.1 Any payment or dividend that the Landlord receives from the Assignee (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Assignee shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Assignee's Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.
- 6.2 The Assignee's Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Assignee in respect of any payment made by the Assignee's Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.
- 6.3 The Assignee's Guarantor shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Assignee or any other person) in respect of any amount paid or other obligation performed by the Assignee's Guarantor under this guarantee and indemnity unless and until all the obligations of the Assignee's Guarantor under this guarantee and indemnity have been fully performed.

7. OTHER SECURITIES

- 7.1 The Assignee's Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Assignee in respect of any liability of the Assignee to the Assignee's Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.
- 7.2 This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Tenant, the Assignee or the Assignee's Guarantor or any other person in respect of the liability of the Assignee to pay the rents reserved by the Lease and to observe and perform the tenant covenants of the Lease. It shall not merge in or be affected by any other security.
- 7.3 The Assignee's Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Assignee to pay the rents reserved by the Lease or to observe and perform the tenant covenants of the Lease.

Executed as a deed by)
SOTIRIS JOANNOU)
in the presence of:)

.....

Witness:

Signs:

Print Name:

Address:

.....

Executed as a deed by)
AHMET MELIN)
in the presence of:)


.....

Witness:

Signs:

Print Name:

Address:

.....



Executed as a deed by
PALMS OF ENFIELD LIMITED
acting by it's director, in the
presence of:


Director

Witness:

Signs: 

Print Name: F. ROBERTS.....

Address: 28 DENNY ROAD.....

ENFIELD.....

LONDON.

N9 7QS.

Executed as a deed by)
AHMET MELIN)
in the presence of:)


.....

Witness:

Signs:

Print Name:

Address:

.....



From: Mark Galvayne
Sent: 04 February 2014 11:48
To: tariq@ma-law.co.uk
Cc: Charlotte Palmer
Subject: 4TH EMAIL : 213047580 PALMS OF ENFIELD, 467 GREEN LANES N13 [SEC=UNCLASSIFIED]

Classification: UNCLASSIFIED
YOUR REF : TD/PAL001/001

Dear Tariq

I refer to Palms of Enfield's application for club premises certificate, under the Licensing Act 2003, in respect of the above club premises.

The Licensing Authority have now responded to the information that you provided 16 January 2014. The responsible authority have confirmed that further information is still required. Please find the list attached, with the required further information highlighted in red. On receipt of this further information the application will be referred to a hearing of the Licensing Sub-Committee.

Yours sincerely

Mark Galvayne
Principal Licensing Officer
Environment Department
London Borough of Enfield
T : 020 8379 4743
F : 020 8379 5120
Website: www.enfield.gov.uk
Protect the Environment - Think Before You Print.

Palms of Enfield

New Club Premises Certificate Application

04.02.14 - Response to additional information submitted by applicant

The applicant was asked to respond to Points 1-14 set out below:

Confirm the following, in respect of Section 64 of the Act :

1. Who manages the purchase of alcohol for the club – the club in general meeting or the general body of members of a committee of the club?
Information provided.
2. If alcohol is purchased by a committee of the club, provide the name, age and club membership number of each member of that committee and provide minutes of the meeting of the club when that member was elected to that committee.
Information provided.
3. Whether any person receives, at the expense of the club, any commission, percentage or similar payment on, or with reference to, purchases of alcohol by the club. Answer received.
4. Whether any arrangements are made for any person directly or indirectly to derive any pecuniary benefit from the supply of alcohol by or on behalf of the club to members or guests. Answer received.

Provide the following, in respect of the representation made by the Licensing Authority:

5. Written details of the main purpose and the objectives of the club along with a list of activities that take place at the club. Information received.
6. A membership list – Information received with more than 25 members details.
7. What name the club bank account is in, who controls it and how. – The applicant was asked to provide paperwork as evidence of this. They have since advised that the paperwork is currently being processed. I request that this paperwork be provided as evidence prior to a hearing date being set.
8. The books of account and any other records kept to ensure the accuracy of the financial dealings of the club. Information not provided. The applicant has further stated 'As the club is not trading yet, business rates, rent and utilities are in arrears. The Solicitors fees are being paid personally by the chairman'. I would like to know how the applicant accounts for set up costs such as the purchase of pool / snooker tables?
9. The minutes from the last Annual General Meeting – the club constitution states that the AGM will take place no later than the first week in December. Other minutes provided show that a committee was elected in July 2013 and that there are members. AGM minutes are required. A further set of minutes have been provided.

10. The names of all Committee Members their roles, and date of election.
Information provided.
11. Copies of Committee Meeting Minutes since the club opened at this site. The applicant has advised that there are no committee meeting minutes.
12. A copy of the club constitution – Information received
13. Details of any restrictions on the clubs freedom to purchase alcohol, who makes commercial decisions on behalf of the club and what the governance arrangements are. Information received.

In respect of the conditions arising from the application and the representations (see attached):

14. Confirm that the club agrees to each of the conditions numbered 4 to 25. If the club doesn't agree to any particular condition(s) the club should provide their reasons for not agreeing to that condition.

4, 6, 7, 8, 9, 10, 12, 13, 14, 19, 21, 22, 23, 24, 25 agreed.

Condition not agreed / not clear if they agree -

Condition 5 relates to door staff and was requested by the police, it is therefore for the police to argue why this is required. I recommend the applicant contact PC Fisher, Licensing Officer to discuss this condition.

Condition 11 – I agree to change wording to ' Member and guests shall not be permitted to take alcoholic beverages outside of the club building'

Condition 15, 16, 17, 18, 20 – The applicant objects to these conditions being attached to a club premises certificate – the Licensing Committee shall make the final decision on this matter if they decide to grant the application.

Additional Information

Club Constitution

- i. Reference is made to a Club Code of Conduct, please can a copy be provided. Information provided
- ii. It states that the committee will consist of a Chairman, Club Secretary, Secretary, Treasurer, Members Representative – minutes say there is a joint Chair / Treasurer, a Secretary, Club Secretary, Member 's Representative and a Board Member. Please clarify the role of the board member.
Information provided – Games and Activities Director
- iii. Reference is made to a club website. Please provide the web address.
Response – There is no website.
- iv. The lease use to be held by Ahmet Melin, please provide a copy of the lease / sub lease to show that it is no longer in Mr Melin's name. (Section 63 determining whether a club is established and conducted in good faith).
A copy of the lease has been provided.

From: Tariq Desai [mailto:tariq@ma-law.co.uk]
Sent: 04 February 2014 12:30
To: Mark Galvayne
Cc: Charlotte Palmer
Subject: RE: 4TH EMAIL : 213047580 PALMS OF ENFIELD, 467 GREEN LANES N13
[SEC=UNCLASSIFIED]

Dear Mark

Thank you for the email.

With regards to point 7, the account is not yet opened so there is no paperwork yet. This should not delay a hearing date as this whole process is taking an incredibly long time. With regards to point 8, when the lease was assigned all the equipment within the club was assigned with it.

I do not understand why the points that are further highlighted in red are highlighted as no further information is requested and should not delay a hearing date.

Could you please let me know when the hearing will be as this has really gone on for too long now.

Kind regards

Tariq