
STATEMENT OF MR MEHMET KOLO

I, Mehmet Kolo of 56 Chestnut Road, Enfield, Middlesex EN3 6SY make this statement believing its contents to be true to the best of my knowledge and belief.

1. I make this statement in respect of the application to review the Premises Licence which will be heard by Licensing Sub-Committee on Wednesday, 8th March 2017 at the Council Chamber, Enfield Civic Centre.
2. I am a Turkish National and my date of birth is 11th December 1987. I entered the UK on 9th March 2015. I made an application to the Home Office on 24th April 2015, under the provision of the European Community Association Agreement (ECAA) with Turkey as a Turkish Businessperson to purchase the business known as Ordnance Supermarket of 115 Ordnance Road, Enfield Middlesex EN3 6AF.
3. On 7th August 2015, I was granted 12 months leave to remain under the provision of the ECAA with Turkey to purchase and operate by business. In November 2015, I agreed and purchased the lease interest of the business. On 12th January 2016 and 13th January 2016, I transferred the purchase money for the sum of £25,000.00 to the seller Baris Salman. The transaction was formally completed on 30th March 2016. A copy of official copy of register of title is enclosed.
4. I have been operating the business with the assistance of four part time members of staff namely Durhan Haligur, Ibrahim Korkmaz, Aysel Bulbul and Sehriban Atila.
5. On 13th January 2017, Enfield Licensing Enforcement Officers made an application to review Premises Licence. My comments on the review application as follows:

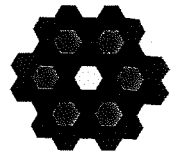
6. As mentioned above, following my purchase of the lease interest and the business I submitted a transfer and variation of DPS application on 26th January 2016 to the council. I was issued with the premises licence without any objection.
7. On 23rd March 2016, Trading Standards, sent a warning letter to the premises in relation to a complaint they received about selling illicit tobacco and/or alcohol in the premises. I took this warning very seriously and had a round the table meeting with my staff. I informed the staff that all stock including tobacco and alcohol will be purchased from a reputable supplier.
8. Following this warning Trading Standards and the Licensing Officers carried out an unannounced inspection on 29th March 2016, and could not find any illicit tobacco and/or alcohol. However, they identified Polish and Turkish lagers purchased from a reputable cash and carry namely Fios Cash & Carry. I immediately labelled the products in English and forwarded the same to the Trading Standards.
9. On 21st September 2016, Trading Standards carried out a non-duty paid tobacco test purchase. At the time of the inspection my staff namely Mr Duran Haligur was behind the counter and sold a packet of Marlboro from his personal use. I took disciplinary action against this employee and warned him and advised him the licensing objectives. Following this incident, Licensing Enforcement Officers and HMRC Officers carried a further unannounced inspection on 23rd September 2016 and found nothing. However, inspectors raised issue with the price of some of the beers. These products were short dated and they were reduced for clearance.
10. On 14th October 2016, Licensing Enforcement Officers carried out a full licence inspection. Again, they found nothing. However, this time inspectors raised issue on staff training and 'leave quietly' notice. I have always complied with premises licence conditions and my staff and I have completed the training. However, I have merely omitted to record the training details. In relation to advise 'leave quietly' notice, it was already on display. However, I was advised by the inspectors to move the notice to on eye level of customers on exit which I did there and then.

11. Following recent non-duty paid test purchase I was advised to submit a minor variation application. On 21st November 2016, I submitted minor variation application together with price list and evidence of English labelling.
12. The Trading Standards Team / HMRC carried out a further unannounced visit to the business on 2nd December 2016 and found no cause for concern. On 6th December 2016, the Trading Standards Team / HMRC carried out a further unannounced visit. At the time of the inspection I was outside the premises on the way home. In order to help and cooperate with the inspectors I stopped and they fully searched the premises and found nothing. There was no box throwing and the keys for the business van has been handed to the inspectors. I approached them and one of the HMRC officer asked me to empty my pockets and I took out tobaccos for my sister and my personal consumption. These tobaccos were purely for me and my sister's personal consumptions. Otherwise, I would not have returned and taken part at the inspection. Therefore, I categorially reject that the tobaccos seized were for sale to customers. I fully cooperated with the inspectors and provided them with CCTV footage on a USB stick.
13. On 19th December 2016, Licensing Enforcement Officers made an unannounced visit and this time asked for refusal book and training record. Which I have produced to them. In relation Mr Ibrahim Korkmaz, he is my sister's partner and we all live at the same address. Mr Korkmaz is a part-time employee and has no other connection to the business. In relation to the USB stick as mentioned above, I have provided footage and if the Licensing Enforcement Officers were not satisfied they could have visited the premises or at least sent a letter by post not email. I therefore do not accept that I have failed to respond their enquires in relation to CCTV footage. This premises has 13 CCTV cameras and records for 30 days.
14. In conclusion, I do not accept that I had failed to demonstrate that I could properly manage the business and uphold the Licensing Objectives. During my time operating this business only on one occasion non-duty paid cigarettes sold and for that I have disciplined my staff and maintained all Licensing Objectives. I will attend the Sub Committee hearing with my Counsel and a Turkish interpreter.

I, MEHMET KOLO, confirm that this statement has been read to me, and it is true to my best knowledge and belief.

SIGNED: *M. Kolo*.....

DATED: *20.02.2017*.....



**Official copy
of register of
title**

Title number AGL375468

Edition date 28.04.2016

- This official copy shows the entries on the register of title on 27 Jun 2016 at 09:35:10.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 27 Jun 2016.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry Wales Office.

A: Property Register

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

ENFIELD

- 1 (28.04.2016) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Ground Floor Shop, 115 Ordnance Road, Enfield (EN3 6AF).
- 2 (28.04.2016) The land has the benefit of the following rights reserved by the Transfer dated 18 March 1991 referred to in the Charges Register:-

"Except and Reserving (a) The right of the Transferors and their successors in title in common with the Transferee and its successors in title to connect to and use all sewers and drains manholes watercourses pipes cables and wires now or within the perpetuity period of 80 years from the date hereof to be made or laid in over under the Property or any part thereof and to the free passage and running of water soil gas telephone and electricity to and from all other parts of the said adjoining or neighbouring land of the Transfer TOGETHER with the right for the Transferors and others the owners or occupiers of the said adjoining or neighbouring land in case of necessity only to enter upon the property hereby transferred for the purpose of inspecting cleansing maintaining repairing and renewing the same the Transferors and such owners and occupiers causing as little damage and inconvenience as possible and forthwith and at their own expense making good all damage occasioned thereby TOGETHER WITH the right and power for the Transferor at any time to enter upon the property hereby transferred for the purpose of making laying and connecting sewers drains manholes watercourses pipes cables wires under over and upon the property hereby transferred and to connect the same to any buildings now or hereafter to be built on the adjoining or neighbouring land of the Transferor or other the person or persons entering causing as little damage and inconvenience as possible and forthwith at their own expense making good all damage to the surface of the Property occasioned thereby

(b) The right for the Transferor and any statutory authority or undertaking for the time being responsible for the provision of electricity drainage gas water and telephone or other main services to

A: Property Register continued

the estate or said adjoining or neighbouring land of the Transferor to lay any pipes cables wires ducts or other media of supply under any part of the property hereby transferred necessary for the supply of the aforesaid services to the said adjoining or neighbouring land or any part thereof TOGETHER with the right to dig up the surface of the property hereby transferred for the purpose of laying maintaining and renewing the said pipes cables wires ducts or other media described above and for the passage of water gas drainage electricity telephone or other main services causing as little damage and inconvenience as possible and making good all damage to the surface of the property hereby transferred occasioned thereby and this is subject to any easements whether express or implied in respect thereof"

- 3 (28.04.2016) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 30 March 2016
Term : 12 years from 23 January 2016
Parties : (1) Assunta Maria Ricciardi and Antonio Ricciardi
(2) Mehmet Kolo
(3) Baris Salman
- 4 (28.04.2016) The Lease prohibits or restricts alienation.
- 5 (28.04.2016) The landlord's title is registered.

B: Proprietorship Register

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

Title absolute

- 1 (28.04.2016) PROPRIETOR: MEHMET KOLO of 115 Ordnance Road, Enfield EN3 6AF.

C: Charges Register

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

- 1 (28.04.2016) A Deed of Covenant dated 21 February 1899 made between (1) the several persons whose names descriptions and seals were from time to time subscribed and set in the Second Schedule hereto and (2) The Enfield Lock Land Company Limited (therein called the Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (28.04.2016) A Deed dated 25 August 1938 made between (1) Lewis Alexander Stuart (the Grantor) and (2) Bertha May Rudkin (the Grantee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (28.04.2016) The land is subject to the following rights granted by a Transfer of other land dated 18 March 1991 made between (1) Antonio Ricciardi and Assunda Maria Ricciardi (Transferors) and (2) North London Promotions (Enfield) Ltd (Transferee):-

"Together With the right for the Transferee and its successors in title to connect to and use all sewers and drains manholes watercourses pipes cables and wires now made or to be laid in over or under the adjoining property of the Transferors or any part thereof and to the free passage and running of water soil gas telephone and electricity to the land hereby transferred from all other parts of the said adjoining land of the Transferor Together Also with the right for the Transferee and its successors in title to enter upon the said adjoining property for the purpose of inspecting cleansing maintaining repairing and renewing the same the Transferee causing as little damage and inconvenience as possible and forthwith and at the own expense making good all damage occasioned by the exercise of such rights"

- 4 (28.04.2016) The land is subject to any rights that are reserved by

C: Charges Register continued

LR11.2 of the registered lease dated 30 March 2016 and affect the registered land.

Schedule of restrictive covenants

- 1 (28.04.2016) The following are details of the covenants contained in the Deed of Covenant dated 21 February 1899 referred to in the Charges Register:-

EACH of them the said several persons parties hereto of the first part doth hereby for himself or herself his or her heirs executors administrators appointees and assigns and so that so far as may be this covenant shall bind every plot in the hands of its owner for the time being covenant with each of the others of them his or her heirs appointees and assigns and also as a separate covenant with the Company and their assigns that they the said several persons parties hereto of the first part their heirs appointees and assigns and all persons claiming under them respectively will from time to time and at all times hereafter observe perform and fulfil all and every the stipulations restrictions and provisions contained in the said First Schedule so far as the same respectively relate to or can in their nature affect the respective plots purchased by the Covenantor.

THE FIRST SCHEDULE to which the above

written Indenture refers.

1. Fences and Building Line Each Purchaser is forthwith to make and afterwards to maintain the boundary fences next the road and on the sides of his plot or plots marked T within the boundary No fence to be more than six feet high Each purchaser shall observe the building line marked on his plot.

2. Value of Buildings No house or shop or part of a house or shop shall be erected on plots fronting Ordnance Road of less value than £250 No house or part of a house shall be erected on plots fronting any other road of less value than £175. The value of a house is the amount of its net first cost in materials and labour of construction and estimated at the lowest current prices.

3. Trades &c. Prohibited The trade of an Innkeeper Victualler Beerhouse or Beershop keeper or retailer of wines spirits or beer on or off the premises is not to be carried on upon any plot except that or those specially authorised for that purpose by the Company No building shall be erected or used as a shop workshop warehouse or factory and no trade or manufacture shall be carried on or any operative machinery be fixed or placed upon any plot excepting plots fronting Ordnance Road without the consent of the Company No hut shed caravan house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment shall be erected made placed or used or be allowed to remain on any plot and the Company or (so far as the Company may legally authorise the proceeding) the owner or owners of any of the plots mentioned in the Second Schedule hereto or any part thereof may remove or dispose of any such erection or other thing and for that purpose may break fences and forcibly enter any land upon which a breach of this stipulations shall occur and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or any damage thereto.

4. Roads It being the intention of the Company to construct the roads (other than Ordnance Road which is a public highway) shown on the said plan of 40 feet in width and on the sites shewn on such plan and to lay main sewers thereunder they nevertheless reserve to themselves the right to alter the direction of these roads as they may consider convenient in developing the estate and also to construct any other road or roads which they may think proper to construct on or over any plots theretofore unsold With the exception of the road known as Ordnance Road each plot includes the soil of half the road to the extent of its abuttal thereon but not so as to prevent the user of such road by the owner or occupiers of or for the purpose of access to and

Schedule of restrictive covenants continued

from any other plot No Purchaser shall remove or disturb the soil or surface of any road except for the purpose of repairing the same or laying the gas water or drain pipes from his plot or plots to the mains in any of which cases the road shall be made good and the repair consolidated by the Purchaser to the satisfaction of the Surveyor or other appointed officer of the Company and if necessary of the Local Authority No road or way shall be formed used or made across any of the plots without the written consent of the Company. Each purchaser shall keep the part of the road or roads (other than Ordnance Road) on which his plot or plots front in good repair and condition to the satisfaction of the Company's Surveyor until such road or roads are taken over by the Local Authority and in default shall pay to the Company the expense of doing so the amount thereof being fixed and determined by the Company's Surveyor.

5. No gravel or sand shall be dug upon the ground except only for the purpose of building houses thereon.

2 (28.04.2016) The following are details of the covenants contained in the Deed dated 25 August 1938 referred to in the Charges Register:-

"The Grantor for himself his successors and assigns the owners lessees tenants and occupiers of the blue land hereby covenants with the Grantee and her successors and assigns the owners lessees tenants and occupiers of the green land that he the Grantor and the persons deriving title under him will not at any time hereafter carry on or allow to be carried on upon the blue land or any part thereof the trade or business of a Babies Linen Wool Shop Hosiery and Ladies Underwear PROVIDED that the Grantor and the persons deriving title under him shall only be responsible for breaches which occur during the period of his or her actual ownership."

NOTE: The blue land referred to above is the freehold land in this title and the green land is 119 Ordnance Road.

End of register