

REDACTED -

**APPENDIX 1**



North Tyneside Council

**Application for the review of a premises licence or club premises certificate under the Licensing Act 2003**

**PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST**

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

**I The Local Weights and Measures Authority- North Tyneside Council Trading Standards**

*(Insert name of applicant)*

**apply for the review of a premises licence under section 51 / apply for the review of a club premises certificate under section 87 of the Licensing Act 2003 for the premises described in Part 1 below (delete as applicable)**

**Part 1 – Premises**

<b>Postal address of premises or, if none, ordnance survey map reference or description</b>	
Booze Master Food Centre 43 High Street East	
<b>Post town</b> Wallsend	<b>Post code (if known)</b> NE28 8PF

<b>Name of premises licence holder or club holding club premises certificate (if known)</b>
Booze Master Food Centre Ltd

<b>Number of premises licence</b>	00CK/21/0122
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**R Part 2 - Applicant details**

Please tick ✓ yes

1) an individual, body or business which is not a responsible

authority (please read guidance note 1, and complete (A) or (B) below)

2) a responsible authority (please complete (C) below)

3) a member of the club to which this application relates (please complete (A) below)

**(A) DETAILS OF INDIVIDUAL APPLICANT (fill in as applicable)**

Please tick ✓ yes

Mr  Mrs  Miss  Ms  Other title (for example, Rev)

**Surname**

**First names**

**I am 18 years old or over**

Please tick ✓ yes

**Current postal address if different from premises address**

**Post town**

**Post Code**

**Daytime contact telephone number**

**E-mail address (optional)**

**(B) DETAILS OF OTHER APPLICANT**

**Name and address**

**Telephone number (if any)**

**E-mail address (optional)**

**(C) DETAILS OF RESPONSIBLE AUTHORITY APPLICANT**

Name and address  The Local Weights and Measures Authority- North Tyneside Council Trading Standards Quadrant, The Silverlink North, Cobalt Business Park, North Tyneside, NE27 0BY
Telephone number (if any)
E-mail address (optional)

**This application to review relates to the following licensing objective(s)**

- |   |                                     |
|---|-------------------------------------|
|   | Please tick one or more boxes ✓     |
| 1) the prevention of crime and disorder | <input checked="" type="checkbox"/> |
| 2) public safety                        | <input type="checkbox"/>            |
| 3) the prevention of public nuisance    | <input type="checkbox"/>            |
| 4) the protection of children from harm | <input type="checkbox"/>            |

**Please state the ground(s) for review (please read guidance note 2)**

Trading Standards request a review of the premises licence on the grounds of Crime and Disorder

**Please provide as much information as possible to support the application (please read guidance note 3)**

**Please see Appendix 1**

**Please tick yes**

Have you made an application for review relating to the premises before

If yes please state the date of that application

Day	Month	Year

**If you have made representations before relating to the premises please state what they were and when you made them**

Please tick ✓ yes

- I have sent copies of this form and enclosures to the responsible authorities and the premises licence holder or club holding the club premises certificate, as appropriate
- I understand that if I do not comply with the above requirements my application will be rejected

**IT IS AN OFFENCE, UNDER SECTION 158 OF THE LICENSING ACT 2003, TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION. THOSE WHO MAKE A FALSE STATEMENT MAY BE LIABLE ON SUMMARY CONVICTION TO A FINE OF ANY AMOUNT.**

**Part 3 – Signatures** (please read guidance note 4)

**Signature of applicant or applicant’s solicitor or other duly authorised agent** (please read guidance note 5). **If signing on behalf of the applicant please state in what capacity.**

Signature

.....

Date 28 /04/ 2022

.....

Capacity The Local Weights and Measures Authority- North Tyneside Council  
Trading Standards

.....

**Contact name (where not previously given) and postal address for correspondence associated with this application** (please read guidance note 6)

North Tyneside Council  
Quadrant, The Silverlink North, Cobalt Business Park,

**Post town**  
Newcastle Upon Tyne

**Post Code**  
NE27 0BY

**Telephone number (if any)**

**If you would prefer us to correspond with you using an e-mail address your e-mail address (optional)** alan.burnett@northtyneside.gov.uk

**Notes for Guidance**

1. A responsible authority includes the local police, fire and rescue authority and other statutory bodies which exercise specific functions in the local area.
2. The ground(s) for review must be based on one of the licensing objectives.
3. Please list any additional information or details for example dates of problems which are included in the grounds for review if available.
4. The application form must be signed.
5. An applicant’s agent (for example solicitor) may sign the form on their behalf provided that they have actual authority to do so.
6. This is the address which we shall use to correspond with you about this application.

## **Booze Master Food Centre Ltd**

**43 High Street East, Wallsend, Tyne and Wear NE28 8PF**

### **Background**

Booze Master Food Centre is a convenience store that sells alcohol, tobacco, confectionary, and general groceries. It has held a premises licence since February 2021

Companies House shows that the current sole director of the company is [REDACTED]. He became director on the 1 February 2022. Prior to this date [REDACTED] had been the director, who was appointed on the 21 November 2021

This review primarily deals with the sale and possession of illicit tobacco from the premises which does not concern any of the licensable activities under the Licensing Act 2003, however it does concern one off the licensing objectives i.e. the prevention of crime and disorder. The table below is the intelligence that has been received by the Authority regarding the premises selling illicit tobacco. Illicit tobacco is tobacco that is either smuggled (non-duty paid) or counterfeit.

For information Illicit tobacco refers to illegal tobacco products which is usually: -

*Smuggled* - the illegal import and sale of genuine products, often from low tax jurisdictions, without paying tax.

*Counterfeit* – the illegal manufacture and sale of products without the consent of the trademark or copyright holder

### **Intelligence**

<b>Date</b>	<b>Information</b>
28.06.2021	<i>they are selling everyday 09:00am until 21:00hrs they are hiding it in a special room in the back of the shop left hand side. Hiding it behind customer service. [REDACTED] (nfd) is in the shop. Selling cigarettes and alcohol to underage</i>
09.07.2021	<i>They are selling illegal cigarettes and keeping all cigarettes in the shop</i>
03.12.2021	<i>03.12.2021 tss attempted test purchase requested cheap cigarettes. Two males in shop asked what type, requested JPS, T requested returned in 1 hour. Returned to T scanned legal box and asked for £10.30. Asked if there was any cheap cigarettes, T said No. T seemed suspicious.</i>

As a result of this information the following action was taken

On 9th February 2022 as part of a national operation against the sale of illicit tobacco products, a number of premises were visited by the Authority's Trading Standards team.



They were accompanied by Northumbria Police and a tobacco detection dog. The visits were intelligence led. One such premise was Booze Master Food Centre 43 High Street East, Wallsend, Tyne and Wear NE28 8PF.

The only person working at the premises was a female who identified herself as [redacted] and stated she was the cashier. She also stated that the owner of the shop was a male called [redacted].

Within these premises officers with the assistance of the detection dog, discovered and detained quantities of illicit tobacco which were located in two backroom stores. The first find was discovered on shelves at the back of the shop in a store room

The second find was in a locked backroom store. The keys were obtained from a male who was present on the premises and who claimed to be a customer. When the door was unlocked large amounts of cigarettes and hand rolling tobacco were discovered

In total 65,000 cigarettes and 13.65 kg of hand rolling tobacco was discovered and seized.

This is the largest seizure of tobacco ever carried out by North Tyneside trading standards.

Pictures of the tobacco and storage areas are shown at **Appendix 1**

A letter dated 17 February 2022 addressed to [redacted] was hand delivered at the premises detailing the seizure of cigarettes and requesting invoices for the tobacco and offering the opportunity to contact the investigating officer whilst investigations were being carried out (letter produced at **Appendix 2**). The only person present was [redacted].

It was subsequently discovered that [redacted] had resigned his role as director on the 1 February 2022 and replaced by [redacted]. A copy of the letter dated 23 February was sent to [redacted] (letter produced at **Appendix 3**)

No response was received to these letters.

All of the tobacco seized has been confirmed as illegal (non-duty paid or counterfeit). Statements from HMRC and Imperial tobacco have confirmed this (produced at **Appendix 4**)

HMRC has also supplied a schedule of the tax duty liability which amounts to in total £24,399.26. The exhibit is produced at **Appendix 5**

None of the seized tobacco complied with the standardised packaging requirements

**Appendix 6** is included to illustrate what a packet of cigarettes must look like in the United Kingdom (standardised packaging)

On 31 March 2022 following confirmation that the tobacco was illegal [redacted] March 2022 attended a formal recorded interview where he was asked questions under caution about the business and seized tobacco. [redacted] stated that he had no involvement with the business and he was a director in name only and he lived in Liverpool. The person responsible for the day to day running of the business was [redacted]. He further stated the illegal tobacco belonged to [redacted]. [redacted] was also asked questions concerning the premises licence. He stated that he did not know who the designated premises supervisor was or that there are conditions on the licence.

On the 1 April it was discovered that on the 24 March 2022 Booze Master Food Centre Ltd submitted an application to vary the premises licence to include [redacted] as [redacted]

the designated premises supervisor (DPS) (application produced at **Appendix 7**). Northumbria police objected to this application and the application was withdrawn.

On the 6 April 2022 an officer from trading standards visited the premises accompanied by Neil Kirkpatrick (Police Licensing Officer). One male person a ..... was present. He stated that ..... is at the premises most days after 5/6 o'clock. A letter addressed to ..... requesting attendance for interview 14 April 2022 was left at the premises.

On 10 April 2022 ..... his consent to be the DPS (produced at **Appendix 8**). The premises has been advised to cease selling alcohol.

On the 14 April 2022 ..... attended a formal recorded interview where he was asked questions under caution about the business and seized tobacco. ..... explained that he was only a director from November 2021 until February 2022 and effectively has not had anything to do with business since he resigned as director. .... lives in ..... The seized tobacco did not belong to him, and he was not involved with the day to day running of the business. When questioned why he had applied to become the designated premises supervisor for the premises ..... stated that he was simply helping out for a few weeks.

On the 14 April 2022, a test purchase was made at the premises and an officer from trading standards was able to purchase a packet of illegal 'duty free' Lambert and Butler cigarettes for £5.00.

The landlord of 43 High Street East has provided a copy of the lease for the premises which indicates that ..... is the leaseholder. (produced at **Appendix 9**)

### **Summary**

Due to all of the above, as a responsible authority under the Licensing Act 2003, North Tyneside Council Trading Standards have real concerns about the premises being used for criminal purposes. It is clear from the sale and storage of illicit tobacco found on the premises that the crime prevention objective of the Licensing Act is being undermined.

It is worth noting that Illicit tobacco is often linked to wider crime, most often regional, national, and international organized crime, which filters through as low level crime in local communities. It is organised crime groups who drive the illegal tobacco trade, smuggling tobacco internationally on a grand scale.

It is very important to stop the sales of illicit tobacco, as not only does it have serious consequences for health it also discourages smokers from quitting due to its low price. Price has been identified as the most effective barrier to smoking and this also makes it more attractive to children, making it even easier for them to get hooked. It is also worth noting that contravention of s144 of the Licensing Act - 'Keeping of smuggled goods' is a criminal offence.

I would ask the committee to have regard to the Home Office Revised Guidance issued under section 182 of the Licensing Act 2003 (April 2018). This guidance refers to reviews of a licence and it reflects the views of the secretary of state that the sale of illicit tobacco should be treated very seriously: -

## Reviews arising in connection with crime

### **11.24**

*A number of reviews may arise in connection with crime that is not directly connected with licensable activities. For example, reviews may arise because of drugs problems at the premises, money laundering by criminal gangs, **the sale of contraband or stolen goods**, the sale of firearms, or the sexual exploitation of children. Licensing authorities do not have the power to judge the criminality or otherwise of any issue. This is a matter for the courts. The licensing authority's role when determining such a review is not therefore to establish the guilt or innocence of any individual but to ensure the promotion of the crime prevention objective*

### **11.27**

*There is certain criminal activity that may arise in connection with licensed premises which should be treated particularly seriously. These are the use of the licensed premises:*

- ***for the sale or storage of smuggled tobacco and alcohol.***

The persons who are documented as having control of the business have all denied responsibility for the day-to-day operation. There appears to be a deliberate attempt to deflect blame from each other. It is difficult to see how any of the licensing objectives are being promoted. It is evident that the sale of illegal tobacco is continuing at this premises, evidenced by the sale to a officer from trading standards on the 14 April 2022.

Trading Standards request that the premises licence for Booze Master Food Store Ltd is revoked

# Appendix 1

Booze Master Food Centre Ltd Annex Photographs

Photograph 1 Booze Master Food Centre



Photograph 2 Cigarettes on shelving in Back Room



Photograph 3 of Cigarettes and Tobacco in Back Storeroom



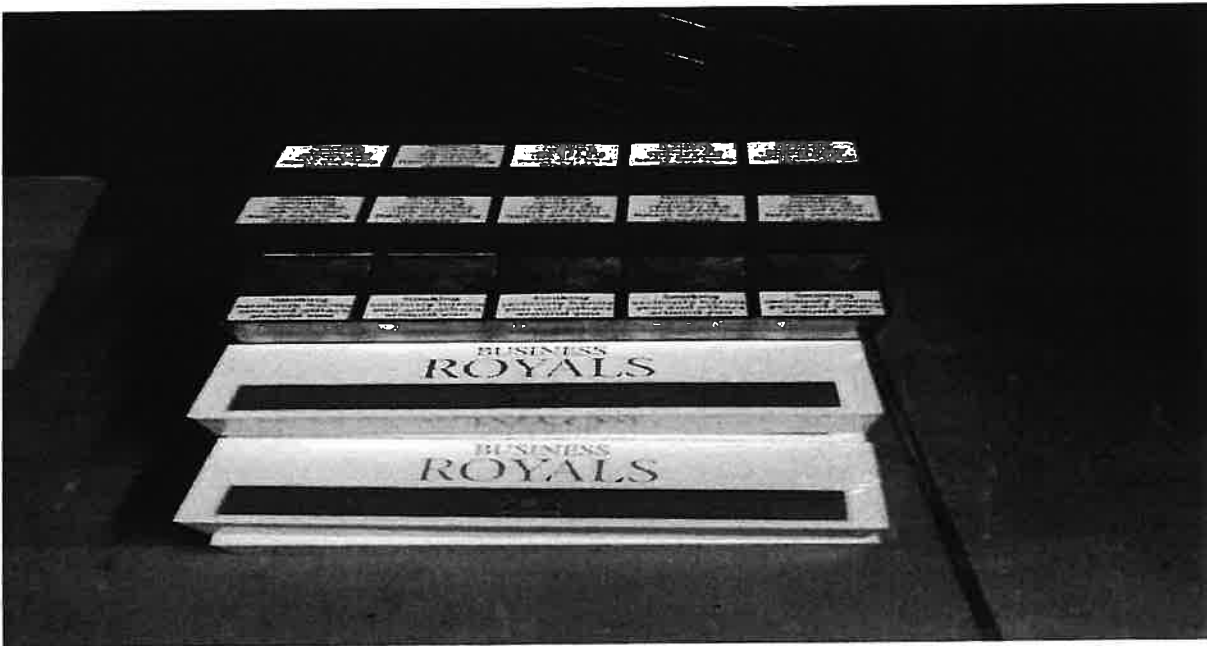
Photograph 4 of Cigarettes and Tobacco in Back Storeroom



Photograph 5 of some cigarettes seized on the 9/02/2022



Photograph 6 of some cigarettes seized on the 9/02/2022



Photograph 7 of a box containing Turner Original Hand Rolling Tobacco seized on the 9/02/2022



Photograph 8 cigarettes seized 9/02/2022





Photograph 9 of cigarettes seized on the 9/02/2022



# Appendix 2



Working in partnership with  
**CAPITA**

Public Protection Services  
Trading Standards  
Quadrant  
The Silverlink North  
Cobalt Business Park  
North Tyneside  
NE27 0BY  
[www.northtyneside.gov.uk](http://www.northtyneside.gov.uk)

Booze Master Food Centre Limited  
43 High Street East  
Wallsend  
Tyne & Wear  
NE28 8PF

Our Ref: AB/TM/BM  
Your Ref:

Date: 17/02/2022  
This matter is being dealt with by:

Direct Line: 0191 275 4000  
Fax: 0191 275 4001

Dear I

**Re: - Illicit Cigarettes and Tobacco – 9<sup>th</sup> February 2022**  
**The Trade Marks Act 1994**  
**The Tobacco and Related Products Regulations 2016**  
**The Standardised Packaging of Tobacco Products Regulations 2015**

On the 9<sup>th</sup> February 2022 officers from our service and Northumbria Police visited your premises and seized various packets of cigarettes and pouches of hand rolling tobacco. As we believed these products contravened the above-mentioned criminal legislation. Some of the items may also have been non-duty paid. Please find attached a Schedule listing the items seized.

Your company and/or you personally as the owner or director of the business may have committed criminal offences under the above-mentioned legislation.

Our service is making enquiries regarding the cigarettes and tobacco sold/seized from your premises. In the mean time I would ask you to provide me with any invoices you have for these items.

Once we have carried these enquires, I shall write to you again to invite you to attend a formal interview under caution to discuss this matter The interview will be recorded and undertaken in accordance with the Police and Criminal Evidence Act 1984.

North Tyneside Council can also make an application via the Courts for a Closure Order under the Anti-social Behaviour, Crime & Policing Act 2014, which could have the effect of closing your premises for period of upto 3 months. In addition, or as an alternative, we or Northumbria Police may seek a review of the premise licence under the Licensing Act 2003 in our capacity as a Responsible Authority.

If you would like to discuss this matter in the meantime, please do not hesitate to contact me on [redacted]

Yours sincerely

[redacted]

Senior Trading Standards Officer

## Schedule of Cigarettes and Tobacco Seized on the 9<sup>th</sup> February 2022

### Cigarettes

217 Packets x 20 Cigarettes Richmond King Size

31 Packets x 20 Cigarettes Kent Core

23 Packets x 20 Cigarettes Kent Mode

315 Packets x 20 Cigarettes Sovereign Benson & Hedges

10 Packets x 20 Cigarettes Lambert & Butler Original

261 Packets x 20 Cigarettes Lambert & Butler Original Silver Duty Free

179 Packets x 20 Cigarettes JPS Blue

173 Packets x 20 Cigarettes Dunhill

40 Packets x 20 Cigarettes Rothmans Double Click

50 Packets x 20 Cigarettes Rothmans Demi Click

218 Packets x 20 Cigarettes Rothmans Demi Blue

186 Packets x 20 Cigarettes Sobranie

462 Packets x 20 Cigarettes Marine

115 Packets x 20 Cigarettes Business Royals

755 Packets x 20 Cigarettes NZ Gold

24 Packets x 20 Cigarettes Minsk Capital MS

138 Packets x 20 Cigarettes Pall Mall

32 Packets x 20 Cigarettes Chesterfields

33 Packets x 20 Cigarettes Marlboro Gold

**Total = 3,262 packets of 20 cigarettes**

### Tobacco

273 Pouches x 50g Tobacco The Turner Original

**Total = 273 pouches of tobacco 50g each**

# Appendix 3



Working in partnership with

**CAPITA**

Public Protection Services  
Trading Standards  
Quadrant  
The Silverlink North  
Cobalt Business Park  
North Tyneside  
NE27 0BY  
[www.northtyneside.gov.uk](http://www.northtyneside.gov.uk)

Booze Master Food Centre Limited  
43 High Street East  
Wallsend  
Tyne & Wear  
NE28 8PF

Our Ref: AB/TM/BM

Your Ref:

Date: 23/02/2022

This matter is being dealt with by:

Direct Line:

Dear

**Re: - Illicit Cigarettes and Tobacco – 9<sup>th</sup> February 2022**  
**The Trade Marks Act 1994**  
**The Tobacco and Related Products Regulations 2016**  
**The Standardised Packaging of Tobacco Products Regulations 2015**

On the 9<sup>th</sup> February 2022 officers from our service and Northumbria Police visited your premises and seized various packets of cigarettes and pouches of hand rolling tobacco. As we believed these products contravened the above-mentioned criminal legislation. Some of the items may also be non-duty paid. Please find attached a Schedule listing the items seized.

Your company and/or you personally as the owner or director of the business may have committed criminal offences under the above-mentioned legislation.

Our service is making enquiries regarding the cigarettes and tobacco sold/seized from your premises. **In the meantime I would ask you to provide me with any invoices you have for these items.**

Once we have carried out these enquires, I shall write to you again to invite you to attend a formal interview under caution to discuss this matter The interview will be recorded and undertaken in accordance with the Police and Criminal Evidence Act 1984.

North Tyneside Council can also make an application via the Courts for a Closure Order under the Anti-social Behaviour, Crime & Policing Act 2014, which could have the effect of closing your premises for period of upto 3 months. In addition, or as an alternative, we or Northumbria Police may seek a review of the premise licence under the Licensing Act 2003 in our capacity as a Responsible Authority.

If you would like to discuss this matter in the meantime, please do not hesitate to contact me on

Yours sincerely

Senior Trading Standards Officer



## **Schedule of Cigarettes and Tobacco Seized on the 9<sup>th</sup> February 2022**

### **Cigarettes**

217 Packets x 20 Cigarettes Richmond King Size  
31 Packets x 20 Cigarettes Kent Core  
23 Packets x 20 Cigarettes Kent Mode  
315 Packets x 20 Cigarettes Sovereign Benson & Hedges  
10 Packets x 20 Cigarettes Lambert & Butler Original  
261 Packets x 20 Cigarettes Lambert & Butler Original Silver Duty Free  
179 Packets x 20 Cigarettes JPS Blue  
173 Packets x 20 Cigarettes Dunhill  
40 Packets x 20 Cigarettes Rothmans Double Click  
50 Packets x 20 Cigarettes Rothmans Demi Click  
218 Packets x 20 Cigarettes Rothmans Demi Blue  
186 Packets x 20 Cigarettes Sobranie  
462 Packets x 20 Cigarettes Marine  
115 Packets x 20 Cigarettes Business Royals  
755 Packets x 20 Cigarettes NZ Gold  
24 Packets x 20 Cigarettes Minsk Capital MS  
138 Packets x 20 Cigarettes Pall Mall  
32 Packets x 20 Cigarettes Chesterfields  
33 Packets x 20 Cigarettes Marlboro Gold  
**Total = 3,262 packets of 20 cigarettes**

### **Tobacco**

273 Pouches x 50g Tobacco The Turner Original  
**Total = 273 pouches of tobacco 50g each**

# Appendix 4

**WITNESS STATEMENT**

ENGLAND AND WALES ONLY

**(Criminal Procedure Rules, r 16.2; Criminal Justice Act 1967, s. 9; Magistrates' Courts Act 1980, s.5B)**

Statement of:

**URN: 88/Code/CAN/YY**

Age if under 18: Over 18 (If over 18 insert 'over 18') Occupation: Officer of HM Revenue and Customs

This statement (consisting of 5 page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that if it is tendered in evidence I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false or do not believe to be true.

Signature: <sup>1</sup>

Date: 23/03/2022

Indicate if witness evidence is visually recorded<sup>2</sup> No (If YES, see guidance)**3**

I am \_\_\_\_\_, a Higher Officer of Her Majesty's Revenue and Customs ('HMRC'). I have been employed by HMRC, and its predecessor, HM Customs and Excise, since January 2003. In this time I have been posted as an Excise Officer, dealing with control of tax warehouses, general excise duties and involvement in excise smuggling and evasion work. My current role is as the national lead for civil investigations relating to illicit tobacco importations made through unaccompanied freight traffic. As part of these duties I am required to know the rates of duty on tobacco products sold in the United Kingdom and the methodology of calculating this rate.

On 25 February 2022 I was asked by HMRC's Witness Statement Unit to provide a witness statement relating to Booze Master Food Centre Limited of 48 High Street, Wallsened, Tyne & Wear, NE28 8PF.

I have been asked to comment on quantities of cigarettes that were detected at Booze Master Food Centre Limited's premises on 09 February 2022. In compiling this statement, I was furnished with additional information by I \_\_\_\_\_ (who I know to be a Trading Standards Officer from North Tyneside Council) in a number of emails on 03 March 2022, this included representative sample photographs of the tobacco products. I have been told that these cigarettes have originated from an unknown source and there is no paperwork to confirm the supply chain. It therefore follows that

Date: 23/03/2022

Signature  
(Signature of witness)Signature: Enter Name  
(Signature witnessed by)**STATEMENT OF WITNESS: ENGLAND AND WALES ONLY****Page 1 of 5**

Statement of:

URN: 88/Code/CAN/YY

it is not possible to confirm that United Kingdom excise duty has correctly been accounted for on these goods.

I am authorised to make this disclosure under section 19 of the Anti-terrorism, Crime and Security Act 2001. The Witness Statement Unit authority reference number is RQST 3523875

#### EXCISE DUTIES

Excise duty (Tobacco Products Duty) is charged on tobacco products that are imported into or manufactured in the United Kingdom. The tobacco products liable to excise duty are: cigarettes; cigars; hand-rolling tobacco; other smoking tobacco (commonly known as 'pipe tobacco'); and chewing tobacco, which are manufactured wholly or partly from tobacco or any substance used as a substitute for tobacco.

- The relevant legislation is:
- The Tobacco Products Duty Act 1979
- The Tobacco Products Regulations 2001 (SI 2001 No.1712)
- The Tobacco Products (Amendment) Regulations 2003 (SI 2003 No. 1523)
- The Tobacco Products (Descriptions of Products) Order 2003 (SI 2003 No.1471)
- The Excise Goods (Holding, Movement and Duty Point) Regulations 2010 (SI 2010 No.593)

#### *Comments on the detected tobacco*

- Richmond King Size cigarettes - the packaging is not the plain type that is required for retail sale in the UK. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.
- Kent Core cigarettes – the health warnings on these packets are in a language other than English. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.

Date: 23/03/2022

Signature:  
(Signature of witness)Signature: Enter Name  
(Signature witnessed by)**STATEMENT OF WITNESS: ENGLAND AND WALES ONLY**  
Page 2 of 5

Statement of: \_\_\_\_\_

**URN: 88/Code/CAN/YY**

- Sovereign Benson & Hedges – the packaging is not the plain type that is required for retail sale in the UK. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.
- Rothmans Double Click/ Demi Click/ Demi Blue cigarettes - the health warnings on these packets are in a language other than English. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.
- Sobranie cigarettes - the health warnings on these packets are in a language other than English. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.
- JPS Blue cigarettes - the packaging is not the plain type that is required for retail sale in the UK. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.
- Lambert & Butler Original cigarettes - the packaging is not the plain type that is required for retail sale in the UK. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.
- Kent Mode cigarettes - the health warnings on these packets are in a language other than English. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.
- Business Royals – the packaging is not the plain type that is required for retail sale in the UK. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.
- NZ Gold cigarettes - the packaging is not the plain type that is required for retail sale in the UK. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.

Date: 23/03/2022

Signature:  
(Signature of witness)Signature: Enter Name  
(Signature witnessed by)**STATEMENT OF WITNESS: ENGLAND AND WALES ONLY**  
**Page 3 of 5**

Statement of:

**URN: 88/Code/CAN/YY**

- Marlboro Gold - the health warnings on these packets are in a language other than English. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.
- Dunhill cigarettes - the packaging is not the plain type that is required for retail sale in the UK. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.
- Marine cigarettes - the packaging is not the plain type that is required for retail sale in the UK. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.
- Lambert & Butler Original Silver cigarettes - these cigarettes are marked as being 'duty free' and are only intended for purchase in a "duty free shop", such as at an airport. They should not be held for retail sale in the UK as no excise duty will have been paid on them.
- JPS Blue cigarettes - the packaging is not the plain type that is required for retail sale in the UK. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.
- Minsk Capital cigarettes - the packaging is not the plain type that is required for retail sale in the UK. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.
- Chesterfield cigarettes - the health warnings on these packets are in a language other than English. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK. The packets are also priced in zł (złoty), indicating that these are intended for sale in Poland
- Pall Mall cigarettes - the packaging is not the plain type that is required for retail sale in the UK. It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.

Date: 23/03/2022

Signature:  
(Signature of witness)Signature: Enter Name  
(Signature witnessed by)**STATEMENT OF WITNESS: ENGLAND AND WALES ONLY  
Page 4 of 5**

Statement of:

**URN: 88/Code/CAN/YY**

- The Turner hand rolling tobacco - the health markings on these packs are in a language for the Luxembourg market (this is additionally indicated by the use of the '.lu' domain extension on the stop smoking internet address). It would therefore be reasonable to conclude that the cigarettes were not intended for sale in the UK.

These documents were created or received by Officers of Her Majesty's Revenue and Customs in the course of their official duties, from information supplied by a person or persons who may reasonably be supposed to have had personal knowledge of the matter dealt with. Where this information was supplied through others, each of them received it in the course of a trade, business or occupation or office. The person or persons who originally supplied the information cannot reasonably be expected to have any recollection of the matters dealt with in the documents.

XX

Date: 23/03/2022

Signature: \_\_\_\_\_  
(Signature of witness)Signature: Enter Name  
(Signature witnessed by)**STATEMENT OF WITNESS: ENGLAND AND WALES ONLY**  
**Page 5 of 5**

## STATEMENT OF WITNESS

*(Criminal Procedure Rules, r. 16 2;  
Criminal Justice Act 1967, s. 9, Magistrates' Courts Act 1980, s.5B)*

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### STATEMENT OF

**Occupation of witness:** Company Director

**Age of witness:** over 18

**This statement consisting of 2 pages is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false, or do not believe to be true.**

---

- 1 I am employed by Attest U.K. Authentication Services Limited as a Director. The company's offices are situated at 19 St Christopher's Way, Patriot Way Business Park, Pride Park, Derby DE24 8JY. I have held this position for 7 years 11 months. In my role as Director for Attest U.K. Authentication Services Limited, I regularly assist tobacco manufacturers in the identification of counterfeit tobacco products. I am authorised to make this declaration, which I do so from my own knowledge unless otherwise indicated.
- 2 I have been instructed by Imperial Tobacco Limited to assist them in the identification of genuine and counterfeit Imperial branded tobacco products.
- 3 On the 11th of March 2022, I received the following Exhibits from . from North Tyneside Council Trading Standards:  
  
Sealed bag reference N00142025 containing 1 x 20 packet of L&B Lambert & Butler Original King Size cigarettes, Exhibit reference 22/00222/11.  
  
Sealed bag reference N00142031 containing 1 x 20 packet of Richmond King Size cigarettes, Exhibit reference 22/00223/11.  
  
Sealed bag reference N00142026 containing 1 x 20 packet of JPS John Player Special Blue cigarettes, Exhibit reference 22/00224/06.  
  
Sealed bag reference N00142027 containing 1 x 20 packet of Lambert & Butler Original Silver cigarettes, Exhibit reference 22/00225/06. I also received a covering letter.
- 4 I examined these packets of cigarettes.
  - 4.1 I can confirm that the printing used in the manufacture of the packets of cigarettes, Exhibits referenced 22/00222/11, 22/00223/11, 22/00224/06 and 22/00225/06 is not consistent with Imperial Tobacco Limited specifications.
  - 4.2 Consequently, I can state that the packets of cigarettes which I have examined were not made by or on behalf of Imperial Tobacco Limited, nor did Imperial Tobacco Limited authorise their manufacture or sale. They are in fact counterfeit.



5 I confirm that Imperial Tobacco Limited own the registered trademarks for Lambert & Butler, Richmond and JPS. I produce copies of the trademark certificates in respect of these brands, SL/1, SL/2 and SL/3 refers.

6 The Exhibits were returned to Mark Duffy from North Tyneside Council Trading Standards in sealed bags:

6.1 Plastic seal reference UVTRY0175651 used to reseal bag reference N00142025 containing 1 x 20 packet of L&B Lambert & Butler Original King Size cigarettes, Exhibit reference 22/00222/11.

Plastic seal reference UVTRY0175652 used to reseal bag reference N00142031 containing 1 x 20 packet of Richmond King Size cigarettes, Exhibit reference 22/00223/11.

Plastic seal reference UVTRY0175653 used to reseal bag reference N00142026 containing 1 x 20 packet of JPS John Player Special Blue cigarettes, Exhibit reference 22/00224/06.

Plastic seal reference UVTRY0175654 used to reseal bag reference N00142027 containing 1 x 20 packet of Lambert & Butler Original Silver cigarettes, Exhibit reference 22/00225/06. I also returned the covering letter.

**Statement of Truth**

**I believe that the facts stated in this Witness Statement are true.**

**Signed:** \_\_\_\_\_

**Date: 24/03/2022.**

SL/1



**Intellectual  
Property  
Office**

**Certified Copy**

**I certify that the attached is a true copy of the entry of a trade mark in the United Kingdom register of trade marks.**

**Comptroller General of Patents, Designs and Trade Marks  
Intellectual Property Office**

**Dated: 30 October 2021**



**Intellectual Property Office is an operating name of the Patent Office**

[www.ipa.gov.uk](http://www.ipa.gov.uk)

**Mark:**  
L&B

**Trade Mark No:** UK00911609682  
**Mark type:** Word mark

**Trade Mark status:** Registered, OPEN

**Trade Mark type:** Standard

**Filing Date:** 27/02/2013    **Registration Date:** 10/07/2013

**Renewal Date:** 27 February 2023

**Goods and Services List:**

**Class 9:**  
Batteries and electric accumulators for electric and/or electronic cigarettes; Chargers for electric cigarettes.

**Class 11:**  
Apparatus for heating tobacco and tobacco products; Apparatus for heating liquids; Apparatus for generating vapour.

**Class 30:**  
Flavourings, other than essential oils.

**Class 34:**  
Tobacco whether manufactured or unmanufactured; cigarettes; cigars; tobacco products; tobacco substitutes, none being for medicinal or curative purposes; matches and smokers' articles; Electric and/or electronic cigarettes; Liquids for electric and/or electronic cigarettes; Vaporising devices for tobacco, tobacco products and tobacco substitutes; Cigarettes containing tobacco substitutes; Smoker's articles for electric and/or electronic cigarettes; Pouches for carrying electric and/or electronic cigarettes; Mouth pieces for electric and/or electronic cigarettes.

**Owner(s) Details:**

Imperial Tobacco Limited  
121 Winterstoke Road, Bristol, BS3 2LL, UNITED KINGDOM

**Representatives Details:**

STEVENS HEWLETT & PERKINS  
1 St Augustine's Place BS1 4UD Bristol UNITED KINGDOM

54/2



**Intellectual  
Property  
Office**

**Certified Copy**

I certify that the attached is a true copy of the entry of a trade mark in the United Kingdom register of trade marks.

**Comptroller General of Patents, Designs and Trade Marks  
Intellectual Property Office**

**Dated: 30 October 2021**



**Intellectual Property Office is an operating name of the Patent Office**

[www.ipo.gov.uk](http://www.ipo.gov.uk)

**Mark:**  
**RICHMOND**

**Trade Mark No:** UK00901266311  
**Mark type:** Word mark

**Trade Mark status:** Registered, OPEN

**Trade Mark type:** Standard

**Filing Date:** 04/08/1999    **Registration Date:** 14/08/2000

**Renewal Date:** 04 August 2029

**Goods and Services List:**

**Class 34:**

Tobacco whether manufactured or unmanufactured; tobacco products; substitutes for smoking sold separately or blended with tobacco; none being for medicinal or curative purposes; smokers' articles and matches.

**Owner(s) Details:**

Imperial Tobacco Limited  
121 Winterstoke Road, Bristol, BS3 2LL, UNITED KINGDOM

**Representatives Details:**

STEVENS HEWLETT & PERKINS  
1 St Augustine's Place BS1 4UD Bristol UNITED KINGDOM

**TRADE MARKS  
REGISTRY****REGISTRATION  
CERTIFICATE**

Trade Marks Act 1994 of

Great Britain and Northern Ireland

I certify that the mark shown below has been registered under No. UK00002632847 effective as of the date 28/08/2012 and has been entered in the register on 10/05/2013

Signed this day at my direction

REGISTRAR

Representation of Mark(s)  
JPS

The mark has been registered in respect of:

Class 9:

Batteries and electric accumulators for electric and/or electronic cigarettes; Chargers for electric cigarettes.

Class 11:

Apparatus for heating tobacco and tobacco products; Apparatus for heating liquids; Apparatus for generating vapour.

Class 30:

Flavourings, other than essential oils.

Class 34:

Tobacco whether manufactured or unmanufactured; cigarettes; cigars; tobacco products; tobacco substitutes, none being for medicinal or curative purposes; matches and smokers' articles; Electric and/or electronic cigarettes; Liquids for electric and/or electronic cigarettes; Vaporising devices for tobacco, tobacco products and tobacco substitutes; Cigarettes containing tobacco substitutes; Smoker's articles for electric and/or electronic cigarettes; Pouches for carrying electric and/or electronic cigarettes; Mouth pieces for electric and/or electronic



Intellectual  
Property  
Office

# Certificate of renewal of a trade mark

## Trade mark number

UK00002589325

## Owner

Imperial Tobacco Limited

## Renewed on

8 June 2021

## Renewed until

26 July 2031

## Your reference

LJR/111083

Full details can be viewed on the official UK trade mark register.  
Intellectual Property Office is an operating name of the Patent Office

UPS-008142

# Appendix 5





**HM Revenue  
& Customs**

**Exhibit DJP/1 - schedule of tobacco products detected in relation to Booze  
Master Food Centre Limited on 09FEB2022**

**PART A - CIGARETTES**

Serial	Brand	Quantity of cigarettes	RRP per 20 cigarettes	Ad valorem (% of RRP)	Duty rate Fixed (per 1000)	Duty liability
1	Richmond King Size	4340	£9.75	16.50%	£244.78	£1,411.44
2	Kent Core	620	£8.00	16.50%	£244.78	£192.68
3	Kent Mode	460	£8.00	16.50%	£244.78	£142.96
4	Soverign Benson & Hedges	6300	£10.00	16.50%	£244.78	£2,061.86
5	Lambert & Butler Original	200	£9.30	16.50%	£244.78	£64.30
6	Lambert & Butler Original (Duty Free)	5220	£9.30	16.50%	£244.78	£1,678.26
7	JPS Blue	3580	£10.80	16.50%	£244.78	£1,195.29
8	Dunhill	3460	£12.35	16.50%	£244.78	£1,199.47
9	Rothmans Double Click	800	£10.00	16.50%	£244.78	£261.82
10	Rothmans Demi Click	100	£10.00	16.50%	£244.78	£32.73
11	Rothmans Demi Blue	4360	£10.00	16.50%	£244.78	£1,426.94
12	Sobranie	3720	£11.75	16.50%	£244.78	£1,271.19
13	Marine	9240	£8.00	16.50%	£244.78	£2,871.61
14	Business Royals	2300	£8.00	16.50%	£244.78	£714.79
15	NZ Gold	15100	£8.00	16.50%	£244.78	£4,692.78
16	Minsk Capital MS	480	£8.00	16.50%	£244.78	£149.17
17	Pall Mall	2760	£9.75	16.50%	£244.78	£897.60
18	Chesterfield	640	£9.50	16.50%	£244.78	£206.82
19	Marlboro Gold	640	£12.55	16.50%	£244.78	£222.92
						<b>£20,694.65</b>

**PART B - HAND ROLLING TOBACCO ('HRT')**

Serial	Brand	Pouch size (kg)	Quantity	Total weight of HRT (kg)	Duty rate per kg	Duty liability
1	Turners HRT	0.05	273	13.65	£271.40	£3,704.61
						<b>£3,704.61</b>

FF

OFFICIAL

HMRC 06/14

# Appendix 6

### 3. Cigarette pack

All cigarette packs for retail must be in standardised packaging. Packs must be a cuboid shape and a non-shiny drab dark brown. Brand names are allowed but must be in a set position, font and maximum size. Required health warnings and other permitted features must be presented in a standardised way. There are also internal packaging requirements. All other trademarks, logos, colour schemes and promotional images are prohibited.

<sup>1</sup>This Chapter sets out the requirements for cigarette packs. The image below is a mock-up of a pack which is compliant with both standardised packaging regulations and Tobacco and Related Products Regulations.



<sup>1</sup> Pack on pages 6, 8, 9 are conforming with 2021 GB regulations by Wee Creative for ASH

# Appendix 7

# AB2 LICENCE VARIATION -DPS

## Consent of individual to being specified as premises supervisor

I: *[name of prospective premises supervisor]*

*[home address of prospective supervisor]*

of:

hereby confirm that I give my consent to be specified as the designated premises supervisor in relation to the application for

Variation of Premises Licence under s37 of the Licensing Act 2003

*[type of application]*

by

*[name of applicant]*

Booze Master Food Centre Ltd

relating to a premises licence

*[number of existing licence, if any]*

for

*[name and address of premises to which the application relates]*

Booze Master Food Centre, 43 High Street East, Wallsend, NE28 8PF

and any premises licence to be granted or varied in respect of this application made by

Booze Master Food Centre Ltd

*[name of applicant]*

concerning the supply of alcohol at

Booze Master Food Centre, 43 High Street East, Wallsend, NE28 8PF

*[name and address of premises to which application relates]*

I also confirm that I am entitled to work in the United Kingdom and am applying for, intend to apply for or currently hold a personal licence, details of which I set out below.

**Personal licence number**

*[insert personal licence number, if any]*

**Personal licence issuing authority**

Flintshire County Council

*[insert name and address and telephone number of personal licence issuing authority, if any]*

**Signed**

**Name** *(please print)*

**Date**

24<sup>th</sup> March 2022

**Application to vary a premises licence to specify an individual as designated premises supervisor under the Licensing Act 2003 \***

**PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST**

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

I / we \_\_\_\_\_  
(full name(s) of premises licence holder)

**being the premises licence holder, apply to vary a premises licence to specify the individual named in this application as the premises supervisor under section 37 of the Licensing Act 2003**

**Premises licence number**

--

**Part 1 – Premises details**

**Postal address of premises or, if none, ordnance survey map reference or description**

Booze Master Food Centre  
43 High Street East,

**Post town**

Wallsend

**Post code (if known)**

NE28 8PF

**Telephone number (if any)**

**Description of premises (please read guidance note 1)**

Small licensed grocery store and Off licence

## Part 2

<b>Full name of proposed designated premises supervisor -</b> <b>Nationality -</b>  <b>Place of birth</b>  <b>Date of birth</b>
--

<b>Personal licence number of proposed designated premises supervisor and issuing authority of that licence (if any)</b> 
--

<b>Full name of existing designated premises supervisor (if any)</b> 
--

Please tick yes

I would like this application to have immediate effect under section 38 of the Licensing Act 2003 X

I have enclosed the premises licence or relevant part of it

(If you have not enclosed the premises licence, or relevant part of it, please give reasons why not)

<b>Reasons why I have failed to enclose the premises licence or relevant part of it</b>  The Licence was not at the shop when the applicant took over the business
--

Please tick yes

- I have made or enclosed payment of the fee X
- I will give a copy of this application to the chief officer of police X
- I have enclosed the consent form completed by the proposed premises supervisor X
- I have enclosed the premises licence, or relevant part of it or explanation X
- I will notify the existing premises supervisor, if any, of this application X
- I understand that if I do not comply with the above requirements my application will be rejected X

*It is an offence, under section 158 of the licensing act 2003, to knowingly or recklessly make a false statement in or in connection with this application. Those who make a false statement may be liable on summary conviction to a fine of any amount.*

*It is an offence under section 24b of the immigration act 1971 for a person to work when they know, or have reasonable cause to believe, that they are disqualified from doing so by reason of their immigration status. Those who employ an adult without a valid leave to enter or remain in the UK or an adult who is subject to conditions which would prevent that person from taking up employment will be liable to a civil penalty under section 15 of the immigration, asylum and*

*nationality act 2006 and, pursuant to section 21 of the same act, will be committing an offence where they do so in the knowledge, or with reasonable cause to believe, that the employee is disqualified by virtue of their immigration status.*

**Part 3 – Signatures** (please read guidance note 2)

**Signature of applicant or applicant’s solicitor or other duly authorised agent** (See guidance note 3). **If signing on behalf of the applicant please state in what capacity.**

Signature .....

Date 24<sup>th</sup> March 2022 .....

Capacity Agent on behalf of the applicant .....

**For joint applicants signature of 2<sup>nd</sup> applicant 2<sup>nd</sup> applicant's solicitor or other authorised agent** (please read guidance note 4). **If signing on behalf of the applicant please state in what capacity.**

Signature .....

Date .....

Capacity .....

<b>Contact name (where not previously given) and postal address for correspondence associated with this application</b> (please read guidance note 5) JMC Licensing Consultants	
<b>Post town</b>	<b>Post Code</b>
<b>Telephone number (if any)</b>	
<b>If you would prefer us to correspond with you by e-mail your e-mail address (optional)</b>	



# Appendix 8

**FORM 1**

**REQUEST TO BE REMOVED AS DESIGNATED PREMISES SUPERVISOR**  
Pursuant to section 41 of the Licensing Act 2003

I, \_\_\_\_\_ being the Designated Premises Supervisor for the premises herein after referred to hereby give notice of my/our desire to cease to be Designated Premises Supervisor with immediate effect/with effect from 10<sup>th</sup> April 2022

I understand that I am obliged to serve a copy of this notice on the Premises Licence Holder within 48 hours after the date of my giving the notice to the licensing authority. I also understand that I must serve notice on the Premises Licence Holder directing him or her to send this to the licensing authority within 14 days of the date of receiving the notice:-

1. The premises licence (or the appropriate part of the licence), or
2. If that is not practicable, a statement of the reasons for the failure to provide the licence (or part).

**Premises Details**

Booze Master Food Centre,  
43 High Street East,  
Wallsend,  
NE28 8PF

Signature: \_\_\_\_\_

Date: 10<sup>th</sup> April 2022

**NOTICE TO A PREMISES LICENCE HOLDER**  
Pursuant to section 41(4) the Licensing Act 2003

To

Name: Booze Master Food Centre Ltd

Address: 43 High Street East,  
Wallsend,  
NE28 8PF

Take notice that on 10<sup>th</sup> April 2022 I gave notice pursuant to section 41(1) Licensing Act 2003 to North Tyneside Council of my wish to cease being the Designated Premises Supervisor for the premises herein after detailed. A copy of that notice is attached.

By this notice I direct you as premises licence holder to send to North Tyneside Council within 14 days of receiving this notice:-

1. The premises licence (or the appropriate part of the licence) or
2. If that is not practicable a statement of the reasons for the failure to provide the licence (or part).

Take notice that if you fail to comply with this direction without reasonable excuse you will be guilty of an offence pursuant to section 41(5) of the Act and may be liable on summary conviction to a fine not exceeding level 3 on the standard scale.

**Premises Details**

Booze Master Food Centre,  
43 High Street East,  
Wallsend,  
NE28 8PF

Address and description of the premises (e.g. public house, restaurant etc.)

Signature \_\_\_\_\_

Date: 10<sup>th</sup> April 2022

**CERTIFICATE OF SERVICE**

I, \_\_\_\_\_

of \_\_\_\_\_

hereby certify that on 10<sup>th</sup> April 2022 I served Booze Master Food Centre Ltd with  
a copy of a notice served by me upon North Tyneside Council pursuant to section  
41(1) Licensing Act 2003 together with a notice pursuant to section 41(4)(b) of that Act  
by post.

Signature: \_\_\_\_\_

Date: 10<sup>th</sup> April 2022

***[Please return this form completed to North Tyneside Council within 2  
working days of service of the notice on the premises licence holder]***

# Appendix 9



The Law Society

The Law Society Business Lease (Part of Building) (Unregistered) 2008

DATE OF LEASE

10 NOVEMBER 2021

PARTIES TO THIS LEASE

LANDLORD

ADDRESS

POSTCODE

COMPANY NO.

TENANT

ADDRESS

POSTCODE

COMPANY NO.

GUARANTOR

ADDRESS

POSTCODE

COMPANY NO.

PROPERTY ~~Ground Floor~~ FOR ROOZE MASTER FOOD CENTRE 41-43 HIGH STREET EAST

shown edged red on the attached plan being part of the Building known as

39-43 HIGH STREET EAST WALSLOW NE28 8PF

NEWCASTLE UPON TYNE POSTCODE

TERM FOR WHICH THE PROPERTY IS LEASED

From and including 1ST OCTOBER 20 20

To and including 30 SEPTEMBER OCTOBER 20 24

PARKING

No more than \_\_\_\_\_ vehicles (see clause 16.1(d))

USE ALLOWED

RETAIL CONSIGNMENT STORE AND OFF LICENCE

or any other use to which the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)

RENT

NINE THOUSAND SIX HUNDRED Pounds

(£ 9600) a year, subject to increase from every review date under clause 9

(market rent review) or, if this box is ticked , clause 19 (index-linked rent review)

FIRST PAYMENT DATE

The 12 NOVEMBER 20 20

MONTHLY ~~QUARTLY~~ PAYMENT DATES

The 1 MARCH, 1 JUNE, 1 SEPTEMBER, 1 DECEMBER day of every month YEAR

RENT REVIEW DATES

Every 1ST anniversary of the start of the lease term

The Landlord lets the property to the Tenant for the lease term at the rent and on the terms in clauses 1 to 18 and in any additional clauses.

## TENANTS OBLIGATIONS

### 1 PAYMENTS

1. The tenant is to pay the Landlord:
  - 1.1 the rent, which is to be paid by the following instalments:
    - (a) on the first payment date, a proportionate sum from that date to the next monthly payment date
    - (b) on each monthly payment date, one-twelfth of the annual rent
  - 1.2 the service charge in accordance with clause 3, and whenever a sum is overdue the Landlord is entitled to recover it as if it were rent in arrear
  - 1.3 a fair proportion (decided by a surveyor whom the Landlord nominates) of the cost of repairing, maintaining and cleaning: party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and things used or shared with other property
  - 1.4 the cost (including professional fees) of any works to the property which the Landlord does after the Tenant defaults
  - 1.5 the costs and expenses (including professional fees) which the Landlord incurs in:
    - (a) dealing with any application by the Tenant for consent or approval, whether it is given or not
    - (b) preparing and serving a notice of a breach of the Tenant's obligations, under section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a court order
    - (c) preparing and serving schedules of dilapidations either during the lease term or recording failure to give up the property in the appropriate state of repair when this lease ends
  - 1.6 interest at the Law Society's interest rate on any of the above payments when more than fourteen days overdue, to be calculated from its due date
  - 1.7 in making payments under this clause:
    - (a) nothing is to be deducted or set off
    - (b) any value added tax payable is to be added

2. The Tenant is also to make the following payments, with value added tax where payable:
  - 2.1 all periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature), to be paid on the due date to the appropriate authorities
  - 2.2 the cost of the grant, renewal or continuation of any licence or registration for using the property for the use allowed, to be paid to the appropriate authority
  - 2.3 a registration fee of £40 for each document which this lease requires the Tenant to register, to be paid to the Landlord's solicitors when presenting the document for registration

### 3 SERVICE CHARGE

3. The Landlord and the Tenant agree that:
  - 3.1 the service charge is the Tenant's fair proportion of each item of the service costs
  - 3.2 the service costs:
    - (a) are the costs which the Landlord fairly and reasonably incurs in complying with obligations under clauses 12 and 13
    - (b) include the reasonable charges of any agent, contractor, consultant or employee whom the Landlord engages to provide the services under clauses 12 and 13
    - (c) include interest at no more than the Law Society's interest rate on sums the Landlord borrows to discharge his obligations under clauses 12 and 13
  - 3.3 the Tenant is to pay the Landlord interim payments on account of the service charge within 21 days of receiving a written demand setting out how it is calculated

3.4 an interim payment is to be the Tenant's fair proportion of what the service costs are reasonably likely to be in the three months following the demand

3.5 the Landlord is not entitled to demand interim payments more than once every three months

3.6 the Landlord is to keep full records of the service costs and at least once a year is to send the Tenant an account setting out, for the period since the beginning of the lease term or the last account as the case may be:

- (a) the amount of the service costs
- (b) the service charge the Tenant is to pay
- (c) the total of any interim payments the Tenant has paid
- (d) the difference between the total interim payments and the service charge

3.7 within 21 days after the Tenant receives the account, the amount mentioned in clause 3.6(d) is to be settled by payment between the parties, except that the Landlord is entitled to retain any overpayment towards any interim payments already demanded for a later accounting period

3.8 the Landlord is either:

- (a) to have the account certified by an independent chartered accountant, or
- (b) to allow the Tenant to inspect the books, records, invoices and receipts relating to the service costs

3.9 disagreements about the amounts of the service charge or the service costs are to be decided by arbitration under clause 17.3

### 4 USE

4. The Tenant is to comply with the following requirements as to the use of the Building and any part of it, and is not to authorise or allow anyone else to contravene them:

4.1 to use the property only for the use allowed

4.2 not to obstruct any part of the Building used for access to the property or to any other part of the Building

4.3 not to do anything which might invalidate any insurance policy covering any part of the Building or which might increase the premium

4.4 not to hold an auction in the property

4.5 not to use any part of the Building for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property

4.6 not to display any signs or advertisements on the outside of the property or which are visible from outside the property unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)

4.7 not to overcloud any part of the property

4.8 to comply with every statutory obligation authorising or regulating how the property is used, and to obtain, comply with the terms of, renew and continue any licence or registration which is required

### 5 ACCESS

5. The Tenant is to give the Landlord, or anyone with the Landlord's written authority, access to the property:

5.1 for these purposes:

- (a) inspecting the condition of the property, or how it is being used
- (b) doing works which the Landlord is permitted to do under clause 6.10 or 13
- (c) complying with any statutory obligation
- (d) viewing the property as a prospective buyer, tenant or mortgagee
- (e) valuing the property



- (f) inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires or cables serving the Building or any neighbouring property
- 5.2 and only on seven days' written notice except in an emergency
- 5.3 and during normal business hours except in an emergency
- 5.4 and the Landlord is promptly to make good all damage caused to the property and any goods there in exercising these rights

## 6 CONDITION AND WORK

- 6. The Tenant is to comply with the following duties in relation to the property, and for this purpose the inside of the property includes all ceilings, floors, doors, door frames, windows and window frames and the internal surfaces of all walls but excludes joists immediately above the ceilings and supporting the floors:
  - 6.1 to maintain the state and condition of the inside of the property, but the Tenant need not alter or improve it except as required in clause 6.9
  - 6.2 to decorate the inside of the property:
    - (a) in every fifth year of the lease term
    - (b) in the last three months of the lease term (however it ends) except to the extent that it has been decorated in the previous year
  - 6.3 where the property has a shop front, to maintain and decorate it
  - 6.4 when decorating, to use the colours and the types of finish used previously
  - 6.5 not to make any structural alterations or additions to the property
  - 6.6 not to make any other alterations affecting services or systems in the Building unless the Landlord gives written consent in advance (and the Landlord is not entitled to withhold that consent unreasonably)
  - 6.7 to notify the Landlord of all alterations or additions to the property not covered by clauses 6.5 or 6.6
  - 6.8 to keep any plate glass in the property insured for its full replacement cost with reputable insurers, to give the Landlord details of that insurance on request, and to replace any plate glass which becomes damaged
  - 6.9 to do any work to the property required under a statute even if it alters or improves the property. The work is to be done on the following conditions:
    - (a) before doing it, the Tenant is to obtain the Landlord's written consent (and the Landlord is not entitled to withhold that consent unreasonably)
    - (b) the Landlord is to contribute a fair proportion of the cost, taking into account any value of the work to the Landlord and any dispute is to be decided by arbitration under clause 17.3
  - 6.10 if the Tenant fails to do any work which this lease requires and the Landlord gives the Tenant written notice to do it, to do that work. In such a case, the Tenant is to start the work within two months, or immediately in case of emergency, and proceed diligently with it. In default, the Tenant is to permit the Landlord to do the work.
  - 6.11 However, this clause
    - (a) does not require the tenant to make good damage by a risk not required to be insured under clause 12.1 unless resulting from the act or default of the Tenant
    - (b) only requires the Tenant to make good damage caused by an insured risk to the extent that the insurance money has not been paid because of any act or default of the Tenant

## 7 TRANSFER ETC.

- 7. The Tenant is to comply with the following:
  - 7.1 the Tenant is not to share occupation of the property and no part of it is to be transferred, sublet or occupied separately from the remainder
  - 7.2 the Tenant is not to transfer or sublet the whole of the property unless the Landlord gives written consent in advance (and the Landlord is not entitled to withhold that consent unreasonably)

7.3 any sublease is to be on terms which are consistent with this lease, but is not to permit the sub-tenant to underlet

7.4 within four weeks after the property is transferred, mortgaged or sublet, the Landlord's solicitors are to be notified and a copy of the transfer, mortgage or sublease sent to them for registration with the fee payable under clause 2.3

7.5 If —

- (a) the financial standing of the proposed transferee, and any guarantor, is lower than that of the current Tenant, or the proposed transferee is resident or registered overseas and
- (b) the Landlord reasonably requires

a Tenant who transfers the whole of the property is to give the Landlord a written guarantee, in the terms set out in the Guarantee Box, that the transferee will perform the Tenant's obligations

## 8 OTHER MATTERS

- 8. The Tenant:
  - 8.1 is to give the Landlord a copy of any notice concerning the property or any neighbouring property as soon as it is received
  - 8.2 is to allow the Landlord, during the last six months of the lease term, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let
  - 8.3 is not to apply for planning permission relating to the use of the property or any addition or alteration unless the Landlord gives written consent in advance (and the Landlord is not entitled to withhold that consent unreasonably where the use or addition or alteration is permitted by this lease or has the Landlord's written consent)
  - 8.4 in occupying and doing work on the property, and in using any part of the Building, is to comply with all statutory requirements

## 9 RENT REVIEW — MARKET RENT

- 9.1 On each rent review date, the rent is to increase to the market rent if that is higher than the rent applying before that date
- 9.2 The market rent is the rent which a willing tenant would pay for the property on the open market, if let on the rent review date by a willing landlord on a lease on the same terms as this lease without any premium and for a term equal to the remainder of the lease term, assuming that at that date:
  - (a) no account is taken of any goodwill belonging to anyone who has occupied the property
  - (b) the property is vacant and has not been occupied by the Tenant or any sub-tenant
  - (c) the property can immediately be used
  - (d) the property is in the condition required by this lease and any damage caused by any of the risks to be insured under clause 12 has been made good
  - (e) no tenant or sub-tenant has previously during the lease term done anything to the property to increase or decrease its rental value. In this paragraph "anything" includes work done by the Tenant to comply with clause 6.9, but nothing else which the Tenant was obliged to do under this lease
- 9.3 If the Landlord and the Tenant agree the amount of the new rent, a statement of that new rent, signed by them, is to be attached to this lease
- 9.4 If the Landlord and the Tenant have not agreed the amount of the new rent two months before the rent review date, either of them may require the new rent to be decided by arbitration under clause 17.3
- 9.5
  - (a) The Tenant is to pay rent at the rate applying before the rent review date until the next rent payment date after the new rent is agreed or decided
  - (b) Starting on that rent payment date, the Tenant is to pay the new rent
  - (c) On that rent payment date, the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest at 4% below the Law Society's interest rate on the excess of each instalment from its payment date



## 10 DAMAGE

10. If the Building is damaged by any of the risks required to be insured under clause 12 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:
- 10.1 the rent, or a fair proportion of it, is to be suspended for three years or, if earlier, until the whole of the property can again be used for the use allowed
- 10.2 if at any time it is unlikely that the damage will be fully repaired either within three years from the date of the damage, or (if sooner) before the end of the lease term, the Landlord (so long as he has not wilfully delayed the restoration) or the Tenant may end this lease by giving one month's notice to the other in which case
- (a) the insurance money belongs to the Landlord and
- (b) the Landlord's obligation to make good damage under clause 12 ceases
- 10.3 a notice under clause 10.2 is only effective if given within three years from the date of the damage
- 10.4 If the insurers refuse to pay all or part of the insurance money because of the Tenant's act or default:
- (a) to the extent of that refusal, the Tenant cannot claim the benefit of clause 10.1
- (b) the Tenant cannot serve notice under clause 10.2
- 10.5 If the Building is damaged (but not as a result of the act or default of the Tenant) by a risk not required to be insured under clause 12.1 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:
- (a) the rent or a fair proportion of it is to be suspended for three years or, if earlier, until the whole property can again be used for the use allowed and
- (b) not earlier than two months after the date of the damage, either the Landlord or the Tenant may, unless the Landlord has previously undertaken promptly to make good the damage, end the lease by giving at least one month's notice to the other
- 10.6 Any dispute under any part of this clause to be decided by arbitration under clause 17.3

## LANDLORD'S OBLIGATIONS AND FORFEITURE RIGHTS

### 11 QUIET ENJOYMENT

11. The Landlord is to allow the Tenant to possess and use the property without lawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord

### 12 INSURANCE

12. The Landlord is to:

- 12.1 keep the building (except the plate glass) insured on reasonable terms with reputable insurers to cover:
- (a) full rebuilding, site clearance, professional fees, value added tax and three years' loss of rent
- (b) against fire, lightning, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability and other risks reasonably required by the Landlord
- so far as cover is available at normal insurance rates for the locality and subject to reasonable excesses and exclusions
- 12.2 take all necessary steps to make good as soon as possible all damage to the Building by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant
- 12.3 give the Tenant on request once a year:
- (a) particulars of the policy and evidence from the insurer that it is in force
- (b) details of any commission received by the Landlord for that insurance

## 13 SERVICES

13. The Landlord is to comply with the following duties in relation to the Building:
- 13.1 to maintain the state and condition (including the decorations) of:
- (a) the structure, outside, roof, foundations, joists, floor slabs, load bearing walls, beams and columns of the Building and any plant, machinery and fixtures required to provide the services listed in clause 18
- (b) those parts of the Building which tenants of more than one part can use ("the common parts")
- 13.2 to decorate the common parts and the outside of the Building every five years, using colours and types of finish reasonably decided by the Landlord
- 13.3 to pay promptly all periodic rates, taxes and outgoings relating to the common parts, including any imposed after the date of this lease (even if of a novel nature)
- 13.4 to pay or contribute to the cost of repairing, maintaining and cleaning party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and other things used or shared with other property
- 13.5 to provide the services listed in clause 18, but the Landlord is not to be liable for failure or delay caused by industrial disputes, shortage of supplies, adverse weather conditions or other causes beyond the control of the Landlord

## 14 FORFEITURE

14. This lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to do whenever:
- (a) payment of any rent is fourteen days overdue, even if it was not formally demanded
- (b) the Tenant has not complied with any of the terms of this lease
- (c) the Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of the Tenant's property is appointed
- (d) the Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or had an administrative receiver appointed or had an administration order made in respect of it or the directors of the Tenant give notice of their intention to appoint an administrator

The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor

## 15 END OF LEASE

15. When this lease ends the Tenant is to:

- 15.1 return the property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it
- 15.2 (if the Landlord reasonably requires) remove anything the Tenant fixed to the property and make good any damage which that causes
- 15.3 remove all the alterations or additions to the property made by the Tenant or its predecessors without the Landlord's consent (where that consent was required)
- 15.4 remove all or any of the alterations or additions to the property made, either with the Landlord's consent or where such consent was not required, by the Tenant or its predecessors in title if -
- (a) the Landlord reasonably requires, and
- (b) the Landlord gives the Tenant written notice of the requirement at least six months before the end of this lease, or later if shorter notice is reasonable

## PROPERTY RIGHTS

### 16 FACILITIES

- 16.1 The Tenant is to have the following rights for the Tenant and visitors, whether or not exclusive:
- (a) to come and go to and from the property over the parts of the Building designed or designated to afford access to the property
  - (b) shelter and support of the property as is now enjoyed
  - (c) to use the existing service wires, pipes and drains, and
  - (d) to use the parking area for parking the number of vehicles specified above
- 16.2 The Landlord is to have the following rights for the Landlord, tenants of other parts of the Building and visitors over the property:
- (a) to come and go to and from other parts of the Building over the parts of the property designated for that purpose
  - (b) shelter and support as is now enjoyed
  - (c) to use the existing service wires, pipes and drains

## GENERAL

### 17 PARTIES' RESPONSIBILITY

- 17.1 Whenever more than one person or company is the Landlord, the Tenant or the Guarantor, their obligations can be enforced against all or both of them jointly and against each individually

### SERVICE OF NOTICE

- 17.2 The rules about serving notices in section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease

### ARBITRATION

- 17.3 Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Act 1996. The Landlord and the Tenant may agree the appointment of an arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment

### HEADINGS

- 17.4 The headings do not form part of this lease

### 18 SERVICES

These are services mentioned in clause 13.5 (delete or add as required):

- Cleaning of the common parts
- Lighting of the common parts
- Heating of the common parts
- Lift maintenance
- Hot and cold water to wash hand basins in the common parts
- Porterage
- Fire extinguishers in the common parts
- Heating in the property
- Window cleaning for the Building
- Furnishing the common parts

## ~~19 RENT REVIEW — INDEX-LINKED~~

- ~~19.1 Clause 9 does not apply to this lease~~
- ~~19.2 On each rent review date, the rent is to be adjusted by reference to the Index, as follows~~
- ~~19.3 The adjusted rent is to be the initial rent payable under this lease (after any rent free period has expired) multiplied by the Index figure at the rent review date and divided by the Index figure at the start of the term of this lease~~
- ~~19.4 (a) The Tenant is to pay rent at the rate applying before the rent review date until the next rent payment date after the new rent is agreed or decided~~
- ~~(b) Starting on that rent payment date, the Tenant is to pay the new rent~~
- ~~(c) On that rent payment date:~~
- ~~(i) the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest at 4% below the Law Society's interest rate on the excess of each instalment from its rent payment date~~
  - ~~(ii) the Landlord is to refund any amount by which the rent paid exceeds the rent payable since the rent review date, with interest at 4% below the Law Society's interest rate on the excess of each instalment from the date of receipt~~
- ~~19.5 For the purposes of this clause:~~
- ~~(a) The Index means the "all items" figure of the Index of Retail Prices published by the Office of National Statistics or any officially published index intended to supersede it~~
  - ~~(b) The Index figure for a particular date means the last published figure of the Index before that date~~
  - ~~(c) If the method of calculation of the Index is changed, any official reconciliation between the old and the new method should be adopted~~
- ~~19.6 Any dispute under any part of this clause is to be decided by arbitration under clause 17.3~~



**GUARANTEE BOX**

The terms in this box only take effect if a guarantor is named above and then only until the Tenant transfers this lease with the Landlord's written consent. The Guarantor must sign this lease.

The Guarantor agrees to compensate the Landlord for any loss incurred as a result of the Tenant failing to comply with an obligation in this lease during the lease term or any statutory extension of it. If the Tenant is insolvent or this lease ends because it is disclaimed, the Guarantor agrees to accept a new lease, if the Landlord so requires, in the same form but at the rent then payable. Even if the Landlord gives the Tenant extra time to comply with an obligation, or does not insist on strict compliance with terms of this lease, the Guarantor's obligation remains fully effective.

**CODE FOR LEASING BUSINESS PREMISES IN ENGLAND AND WALES 2007**

This lease is intended to conform to the Code, which is endorsed by the Department for Communities and Local Government, the Welsh Assembly Government, the Law Society and other bodies.  
Please see [www.lettingbusinesspremises.co.uk](http://www.lettingbusinesspremises.co.uk).

**THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE CONSULTED A SOLICITOR.**

If a party to this lease is a company:

- (a) two directors, or
  - (b) a director and a company secretary, or
  - (c) a single director whose signature is independently witnessed
- must sign on behalf of the company.

Signed as a deed by/on behalf of the Landlord and delivered in the presence of:

Landlord

Witness

Solicitor

Witness's occupation and address

Signed as a deed by/on behalf of the Tenant and delivered in the presence of:

Tenant

Witness

Witness's occupation and address

Signed as a deed by/on behalf of the Guarantor and delivered in the presence of:

Guarantor

Witness

Witness's occupation and address

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# Notice to Owner (NTO)

North Tyneside Council

Date of this Notice  
and date of posting: 23/11/2021

This Notice has been served on you because it appears that you are the registered keeper/owner of:

Vehicle Registration Number: **MV13ABY** Make: **PEUGEOT** Colour: **WHITE**  
In respect of which Penalty Charge Notice (PCN) Number: [redacted] was served on 20/11/2021

by Civil Enforcement Officer (CEO): 035 who had reason to believe that the following contravention had occurred and that a penalty charge is payable:  
Code: 16

Description: Parked in a permit space without displaying a valid permit

Location: The Road At The Rear Of High Street East

Date of Contravention: 20/11/2021

Time: 09:27

The penalty charge is £70.00 . To date £0 has been received. £70. is outstanding.

The person appearing to be in charge of the vehicle was served with a penalty charge notice (PCN), which allowed 14 days for payment of a 50% discounted penalty charge; otherwise the full penalty charge became due. Either no payment has been received or any payment received has been insufficient to clear the penalty charge.

A penalty charge of £70. is now payable by you as the owner and must be paid not later than the last day of the period of 28 days beginning with the date on which this Notice is served. This Notice will be taken to have been served on the second working day after the day of posting (as shown above) unless you can show that it was not.

You may make representations to North Tyneside Council as to why this penalty charge should not be paid. These representations should be made not later than the last day of the period of 28 days beginning with the date on which this Notice is served and any representations which are made outside that period may be disregarded.

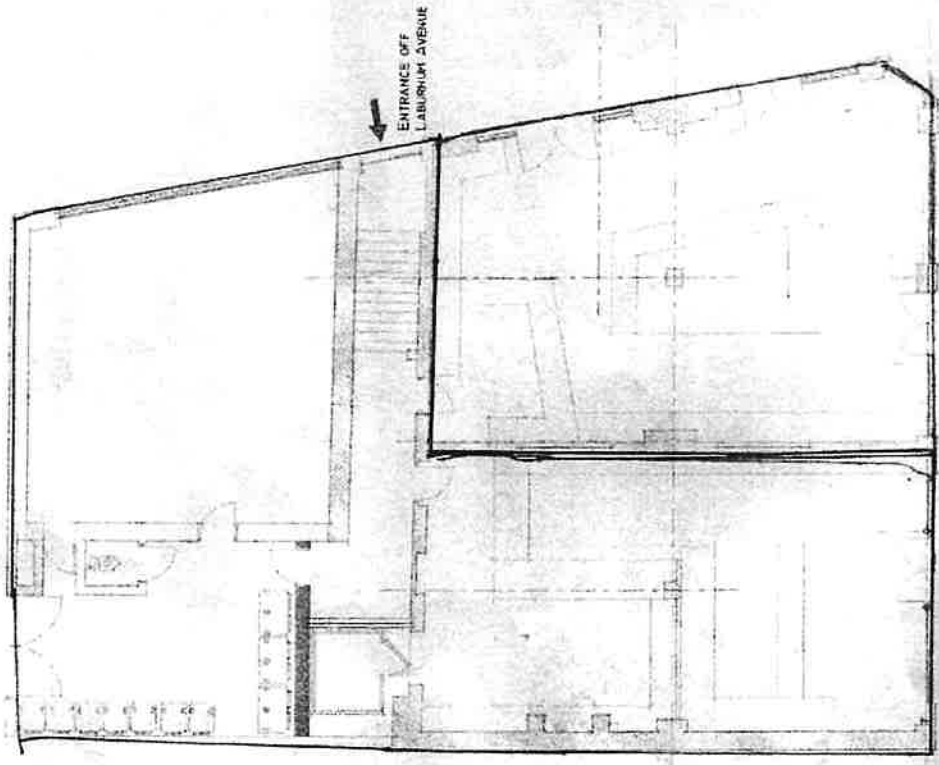
**NOTE:** If you do not pay the penalty charge or make representations before the end of the 28 day period specified above the Council may increase the original penalty charge by 50% to £105 and take steps to enforce payment.

**Personal Identification Document Removed**

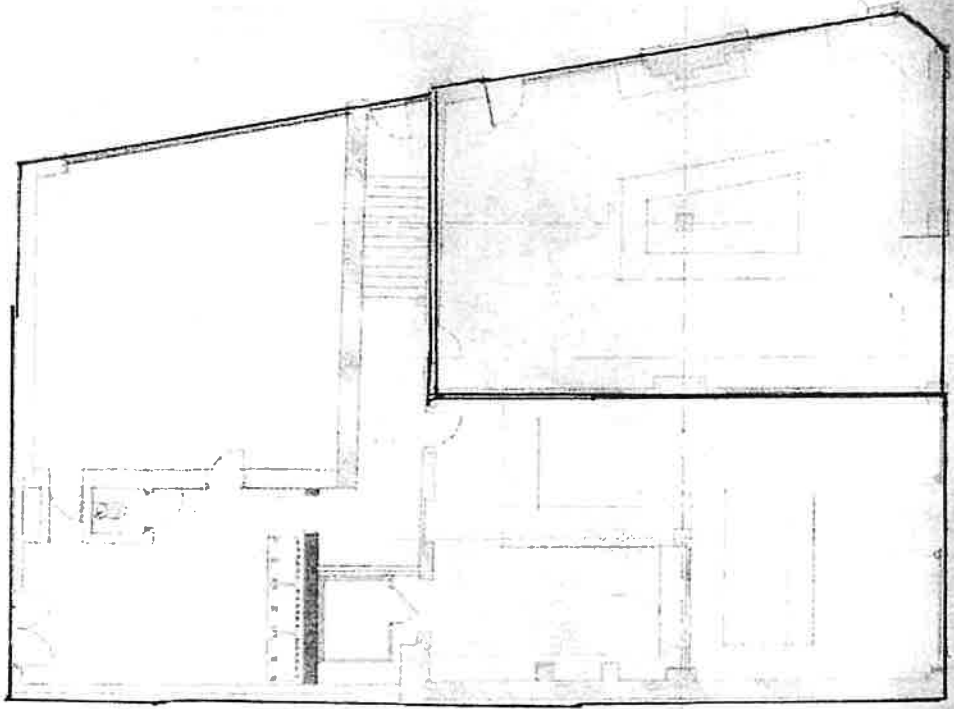


**Personal Identification Document Removed**

NOT FOR CONSTRUCTION FROM THIS DRAWING  
WITHOUT WRITING PERMISSION FROM THE ARCHITECT



2 GROUND FLOOR LAYOUT PROPOSED  
1/50



1 00- EXIST. GROUND  
1/50

THE ARCHITECT	
100-100 1st Ave., Westwood Park	
Architect	100-100 1st Ave., Westwood Park
Project No.	100-100 1st Ave., Westwood Park
Date	100-100 1st Ave., Westwood Park
Title and Prop. (Ground Floor Layout)	
Scale	1/50
Author	100-100 1st Ave., Westwood Park
Check	100-100 1st Ave., Westwood Park
Approved	100-100 1st Ave., Westwood Park
100-100 1st Ave., Westwood Park	100-100 1st Ave., Westwood Park