

## AGENDA

### LICENSING COMMITTEE HEARING

**FRIDAY, 29 MARCH 2019**

**10.45 AM**

**COUNCIL CHAMBER, FENLAND HALL**

Committee Officer: Linda Albon  
Tel: 01354 622229  
e-mail: [memberservices@fenland.gov.uk](mailto:memberservices@fenland.gov.uk)

- 1 To receive apologies for absence.
- 2 Members to declare any personal and prejudicial interests under the Local Code of Conduct in respect of any item to be discussed at the meeting.
- 3 DETERMINATION OF AN APPLICATION FOR THE REVIEW OF A PREMISES LICENCE MADE UNDER THE PROVISIONS OF THE LICENSING ACT 2003 - POLSKA CHATA, MARKET PLACE, WISBECH, PE13 1DP (Pages 3 - 52)

To consider an application for the review of a premises licence in respect of Polska Chata (Little Europe), Market Place, Wisbech PE13 1DP.

Report (page 3)  
Confidential Attachment to the Report (page 7)  
Appendix A (page 9)  
Confidential Appendix B (page 13)  
Appendix C (page 21)  
Appendix D (page 37)  
Appendix E (page 41)  
Appendix F (page 43)  
Appendix G (page 51)

*The Confidential Attachment to the Report and Appendix B comprises exempt information - to exclude the public (including the press) from a meeting of a committee it is necessary for the following proposition to be moved and adopted:*

*"that the public be excluded from the meeting for Items which involve the likely disclosure of exempt information as defined in the paragraphs of Part I of Schedule 12A of the Local Government Act 1972 (as amended) as indicated."*

Date Not Specified

Members: Councillor M Humphrey (Chairman), Councillor K Owen (Vice-Chairman), Councillor D Connor and Councillor A Miscandlon

<b>AGENDA ITEM NO. 3</b>	
<b>LICENSING COMMITTEE</b>	
<b>Date</b>	<b>29 March 2019</b>
<b>Title</b>	<b>DETERMINATION OF AN APPLICATION FOR THE REVIEW OF A PREMISES LICENCE MADE UNDER THE PROVISIONS OF THE LICENSING ACT 2003 – POLSKA CHATA, MARKET PLACE, WISBECH, PE13 1DP</b>

**1 PURPOSE/SUMMARY**  
 To consider an application for the review of a premises licence in respect of Polska Chata (Little Europe), Market Place, Wisbech PE13 1DP

**2 KEY ISSUES**

- The review has been triggered through a request from Trading Standards and supported by the Police & Public Health
- The reasons for the review are:
  - Sales of Illicit Tobacco through a Test Purchase Operation, triggering a search warrant to be executed.
  - Breach of CCTV Licensing Conditions as per Annex 3 of the Premises Licence. **(APPENDIX F)**
  - Failure to appoint a Designated Premises Supervisor who is in day to day contact with the premises resulting in a breach of the Licensing Act 2003.
- The review application is made under the following licensing objectives; the prevention of crime and disorder and public safety.
- It is the responsibility of all premises licence holders to demonstrate that suitable and sufficient measures are undertaken to uphold the four Licensing Objectives of the Licensing Act 2003;
- There is a requirement to hold a hearing to determine the application for the review of a premises licence.

**3 RECOMMENDATION(S)**

That the committee determines the application, having regard for the evidence presented by the parties to the hearing, the relevant legislation and guidance applicable to this process and the content of this report.

<b>Wards Affected</b>	Medworth
<b>Forward Plan Reference No.</b> (if applicable)	N/A
<b>Portfolio Holder(s)</b>	Councillor David Oliver, Portfolio Holder with responsibilities for Licensing.
<b>Report Originator</b>	Michelle Bishop, Licensing Manager, tel: 01354 622542, email: <a href="mailto:mbishop@fenland.gov.uk">mbishop@fenland.gov.uk</a>

<b>Contact Officer(s)</b>	Dan Horn, Head of Housing & Community Support, 01354 654321, <a href="mailto:dhorn@fenland.gov.uk">dhorn@fenland.gov.uk</a> Richard Cassidy, Corporate Director, 01354 622300, <a href="mailto:richardcassidy@fenland.gov.uk">richardcassidy@fenland.gov.uk</a>
<b>Background Paper(s)</b>	Licensing Act 2003 Section 182 Guidance to the Licensing Act 2003 The Licensing Act (Hearings) Regulations 2005 Fenland District Council's Statement of Licensing Policy 2016 - 2021

## 1 DETAILS OF APPLICATION

1.1 The application relates to the proposed review of an existing premises licence in respect of Polska Chata, 50 Market Place, Wisbech PE13 1DP

1.2 The applicant is Kirsty Draycott, Trading Standards Officer on behalf of Cambridgeshire County Council. A copy of her application and supplementary evidence can be seen at **APPENDIX B AND APPENDIX C** to this report.

The review application has been supported by PC Grahame Robinson, Police Licensing Officer on behalf of Cambridgeshire Constabulary and Katie Johnson Consultant in Public Health for Cambridgeshire County Council & Peterborough City Council.

Copies of these supporting representations are **APPENDIX D** and **APPENDIX E** to this report.

1.3 The application to review relates to the following licensing objectives:

- The prevention of crime and disorder
- Public safety

1.4 Grounds for the application to review include:

- 07<sup>th</sup> November 2018 – Test purchase operation carried out and a packet of NZ cigarettes were sold
- 23<sup>rd</sup> January 2019 – Further intelligence received regarding sales of illicit tobacco led to a warrant being executed and the finding of: 100g hand rolling tobacco, 66 packs of cigarettes.
- 23<sup>rd</sup> January 2019 – Numerous breaches of the premises licence conditions as identified by PC Grahame Robinson

**There are a further two grounds for the review which are confidential and appear on an attachment to this report.**

## 2 DETAILS OF THE CURRENT PREMISES LICENCE

2.1 The Premises Licence Holder of Polska Chata, 50 Market Place, Wisbech PE13 1DP is Mr Omar Ali Ahmed of 9 Railway Road Wisbech PE13 2QA.

The Designated Premises Supervisor responsible for alcohol sales is Mr Jamshid Ahmad Ali of 119 London Road Kings Lynn Norfolk PE30 5ES

Personal Licence No. 16/00970/LA\_PER has been issued by Kings Lynn & west Norfolk Council.

2.2 The current Premises Licence is valid from 5<sup>th</sup> June 2017 and is **APPENDIX F** to this report. A summary of the licence is as below:

<b>Licensed Activity</b>	<b>Days and Times</b>
Sale by Retail of Alcohol (off sales)	Mon-Sat 09:00-21:00
Sale by Retail of Alcohol (off sales)	Sunday 10:00 – 18:00
<b>Seasonal variation:</b>	None applied for.

### 3 CONSULTATION/AWARENESS

- 3.1 The Licensing Act 2003 encourages discussion between persons serving applications for the review of a premises licence and the premises licence holder with the aim of resolving issues of concern, to strike the balance between enabling the applicant to operate his/her premises in a manner that meets his/her business needs/aspirations and the necessary protection of the community. Officers are unaware of any discussion between the parties involved in the review application.
- 3.2 In accordance with the provisions of the Licensing Act 2003, applicants for the review served copies of the application for the review of a premises licence under the Licensing Act 2003 to the premises licence holder and responsible authorities.
- 3.3 In accordance with Section 51 of the Licensing Act 2003, a notice of a review was drawn up by Licensing Officers and placed in a local newspaper displayed on light blue paper at the premises, displayed at Fenland Hall in the business reception area, and displayed at the Fenland @ Your Service shop in March. The documents were also placed on the Council Website. The notice informs Responsible Authorities and Other Persons of the procedure for the inspection of the review application and for making representations concerning the review. A copy of the review notice can be seen at **APPENDIX G** to this report.

### 4 POLICY IMPLICATIONS

- 4.1 The Council's Statement of Licensing Policy expects applicants to demonstrate in their Operating Schedule that suitable and sufficient measures have been identified and will be maintained to:
- (1) reduce or prevent crime and disorder on, and in the vicinity of, their premises, relevant to the individual style and characteristics of their premises and events;
  - (2) ensure public safety, relevant to the individual style and characteristics of their premises and events;
  - (3) prevent public nuisance, relevant to the individual style and characteristics of their premises and events;
  - (4) protect children from harm, relevant to the individual style and characteristics of their premises and events.

## 5 COMMUNITY IMPACT

- 5.1 The Act gives greater freedom to operators and users of premises, which is balanced by greater responsibilities for licensees and tempered by strengthened protection for the community.
- 5.2 The Licensing Act 2003 seeks to provide public protection by way of the four licensing objectives.

## 6 DETERMINATION OF THE APPLICATION

6.1 In undertaking its statutory function, the Licensing Authority must promote the licensing objectives as defined in the Licensing Act 2003:

- the prevention of crime and disorder
- public safety
- the prevention of public nuisance
- the protection of children from harm.

6.2 When determining an application for the review of a premises licence, due regard should be given to the Council's Licensing Policy and the Secretary of State's Guidance.

6.3 The committee in its determination can take one or more of the following steps as it considers appropriate for the promotion of the licensing objectives :

- to modify the conditions of the licence;
- to exclude a licensable activity from the scope of the licence;
- to remove the designated premises supervisor;
- to suspend the licence for a period not exceeding three months;
- to revoke the licence.
- to take no further action.

and for this purpose the conditions of the licence are modified if any of them is altered or omitted or any new condition is added.

6.4 The hearing will be conducted in accordance with the approved Procedure and can be seen at **APPENDIX A** to this report.

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

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## PROCEDURE FOR DETERMINATION OF APPLICATIONS MADE UNDER THE PROVISIONS OF THE LICENSING ACT 2003 FOR THE REVIEW OF A PREMISES LICENCE

### INTRODUCTION

- Meetings of the Licensing Committee, whether the full committee of 11 members or panels of 3 members drawn from the full committee, shall be held in public unless the Licensing Authority deems that it is not in the public interest to do so. Reasons for exclusion of the public must be given at the hearing by the Chairman of the committee. Determinations will be made in private at conclusion of the hearing but announced in public thereafter.
- All hearings convened will be heard by a panel (but still referred to as the Licensing Committee) of 3 members drawn from the full committee of 11. The quorum of the committee/panel is 3 members. Therefore, 4 members of the Licensing Committee will usually be invited to attend each hearing (i.e. one as a reserve), in case of one of those invited subsequently needing to tender an apology for absence or, on being informed of the details of the application or meeting the applicant or objector (or for some other reason), deciding that s/he possesses a personal and prejudicial interest in the matter that prevents him/her participating in the hearing. At the beginning of each committee/hearing a Chairman will be appointed by those members present unless the Chairman of the whole committee is present.
- Members of the committee shall endeavor to be present throughout an individual hearing. If a member of the committee is required to leave a hearing temporarily, the Chairman shall adjourn the hearing for the duration of the member's absence. If a member is not present for the whole of an item of business they will not be able to debate or vote on that item of business.
- Where a committee undertakes a site visit prior to a hearing, a member shall be precluded from taking part in the hearing if he/she has not attended that site visit.
  - (a) To avoid taking into account "local" factors that could influence improperly his/her judgement, a member cannot serve on the committee undertaking a hearing at which a matter is being discussed that relates to a Premises Licence, Club Premises Certificate, Temporary Events Notice or Personal Licence where either the premises are or the person is resident in the ward which that member represents on Fenland District Council.,

When selecting members to participate in a hearing, the Member Services team will ensure there is compliance with this requirement.

**NOTE:** All questions and statements will be directed through the Chairman.

- (1) The Chairman will, at the beginning of the meeting, welcome all those present and explain both the reason for the hearing and the procedure to be followed. He/she will also inform attendees of any changes to committee membership (if any) since publication of the Notice

of Meeting. He/she will also seek confirmation that everyone present has received this procedure and the “what you need to know” document.

- (2) The Chairman will introduce to all present the members of the committee.
- (3) The Chairman will then introduce and explain the respective roles of
  - (i) the Legal Adviser to the committee
  - (ii) the Clerk to the committee
  - (iii) the officer representing the Licensing Authority (“the Licensing Officer”).
- (4) The Chairman will invite those present to introduce themselves (i.e. to give name and address and explain whether applicant for the premises review, responsible authority representative, premises licence holder, witness or interested party such as a local resident or business owner) and ask them to indicate if they wish to speak during the hearing.
- (5) Each party will be asked by the Chairman for a time estimate for the presentation of his/her/body’s case. After hearing all estimates, the committee will allocate each party an equal amount of time to speak.
- (6) The Licensing Officer will outline the case, by presenting the report which refers to the application for the review of the premises licence and the licensable activities, days and hours of operation, granted on the existing licence.
- (7) The Chairman will invite members of the committee to ask relevant questions to clarify the content of the Licensing Officer’s report.
- (8) The Chairman invites the applicant (or his/her representative) to put the case in support of the application to review the premises licence.
- (9) The applicant to be invited to call any witness(es) (if any) to give evidence in support of his/her case.
- (10) Once the applicant has presented his/her case, the Chairman invites questions to the applicant or his/her representative from
  - (1) the premises licence holder(s) (or their representative);
  - (2) other responsible authorities (or their representatives);
  - (3) interested persons (or their representatives);
  - (4) members of the committee.
- (11) The Chairman will invite questions to the witnesses (if any) from
  - (1) the premises licence holder(s) (or their representative);
  - (2) responsible authorities (or their representatives);
  - (3) interested persons (or their representatives);
  - (4) members of the committee.
  - a. questions must be relevant to the application and written representations already received;**
  - b. no new objections may be raised;**
  - c. repetition will be discouraged by the Chairman; and**
  - d. no supporting evidence may be introduced unless agreed by the Chairman and all parties to the hearing.**

- (12) Each of the interested persons (or their representatives) wishing to address the committee may do so in an order determined by the Chairman, which should **allow the responsible authorities before any local objectors**. They too must be willing to be questioned by other parties in the same order. Local objectors may not, however, question each other.

This will operate as follows:

- each party will present his/her/body's case.
  - each party's witnesses (if any) will give evidence in support of the party's case.
  - firstly, each party and, secondly, their witnesses may be questioned by the other interested parties, prior to questioning by members of the committee.
- (13) The premises licence holder(s) (or their representative) is invited to present his/her/their case and to ask relevant questions of those parties (or the parties' representatives).
- (14) The Chairman then invites the applicant for the review of the premises licence, responsible authorities and interested persons (or their representatives) to sum up their case. They may comment upon what has been said but no new evidence should be introduced. Each party will be allowed 5 minutes to sum up.
- (15) The Chairman then invites the premises licence holder(s) (or their representative) to sum up the case. He/she may comment upon what has been said but no new evidence should be introduced. He/she will be allowed 5 minutes to sum up.
- (16) The Chairman seeks confirmation from all parties that they are satisfied that they have said all that they wished to.
- (17) The Chairman will then thank all those who have spoken and invite the committee to retire in private to determine the application. The committee members will then debate the case presented to them at the hearing and seek to reach a determination. When the committee has reached a proposed determination with reasons or has decided to defer a determination, it shall call in the Legal Adviser to clarify the proposed determination/decision.
- (18) Once a determination/decision has been reached, the committee will return to the room and the Legal Adviser will announce in public any legal advice that he/she has given in private.
- (19) The Chairman will read out the determination and the reasons for such (unless the committee is unable to reach a determination at conclusion of the hearing).
- (20) If the committee is unable to reach a determination at that time, the Chairman will explain that all interested parties will be notified as soon as possible in writing (but within 5 working days) of the determination and the reasons for such.

## NOTES

(A) A decision may be deferred to:

- receive further documentation referred to in the meeting
- enable a site visit to take place
- invite the applicant (or his/her representative) to appear if he/she had not done so at the meeting (only once).

(B) 

- No further debate may be heard on further documentation or at a site visit
- Adjournments should generally be granted if to refuse would deny the applicant a fair hearing.

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

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**DATED**

**1 February**

**2018**

**MR OMAR ALI AHMAD**

**- and -**

**MR MINDAUGAS SENULIS**

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**AGREEMENT FOR SALE OF BUSINESS**

**- in relation to -**

**POLSKA CHATA  
50 Market Place  
Wisbech  
PE13 2QA**

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**THIS AGREEMENT** is made this 1<sup>st</sup> day of February Two Thousand and Eighteen

**BETWEEN:-**

- (1) **OMAR ALI AHMAD** of 9 Railway Road, Wisbech Peterborough PE13 2QA ("the Seller")  
and
- (2) **MINDAUGAS SENULIS** of 9 Church View, Orane Grove, Wisbech, PE13 1LY ("the Buyer")

**WHEREAS:-**

- (1) The Seller currently carries on the business known as "Polska Chata" trading as a convenience store
- (2) The parties have agreed for the sale of the business and such assets (as defined below) by the Seller and the acquisition of the same by the Buyers upon the terms and conditions set out in this Agreement

**NOW IT IS AGREED** as follows:-

**1. DEFINITIONS AND INTERPRETATIONS**

**1.1 In this Agreement:-**

- |                     |   |
|---------------------|---|
| "the Assets "       | means the fixtures and fittings the goodwill and the stock  |
| "the Business"      | means the Sellers' business for a convenience store carried on by the Seller on the Completion Date |
| "the Business Name" | means the name "Polska Chata"   |
| "the Consideration" | means the consideration specified in clause 4   |
| "the Creditors"     | means the aggregate amount owed by  |



	the Sellers in connection with the Business or in respect of trade creditors as recorded in the books of account of the Business as at the Completion Date but not including liabilities for Value Added Tax or taxation on profits or chargeable gains
"Encumbrances"	means all charges lien mortgages equities pledges hypothecations and adverse pre-emptive and Third Party Rights and obligations and without limitation, all other adverse rights, title and interest and restrictions
"Fixtures and Fittings"	means the Sellers' fixtures fittings and equipment included in the Sale of the Business as listed in Schedule 2
"the Goodwill"	means the goodwill of the Business and the exclusive right to carry on the Business in succession to the Sellers
"the Property"	means the Leasehold Property known as 50 Market Place, Wisbech, PE13 2QA
"the Records"	means all records including but without limitation files, accounts, books, lists, plans, blue prints and documents (whether in paper or electronic form) the Seller in connection with the Business
"the Regulations"	means the Transfer of undertakings (Protection of Employment) Regulations as amended from time to time
"the Standard Conditions"	means the Standard Commercial Property Conditions (3 <sup>rd</sup> Edition) and

Standard Conditions shall mean any one of them

“the Stock”

means the Stock of the Business situated at the Property on the Completion Date

- 1.2 Reference to any statute or statutory provisions including reference to:
  - 1.2.1 any statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and
  - 1.2.2 all statutory instruments or orders made pursuant to it
- 1.3 Wording denoting the singular number only shall include the plural vice versa. Words denoting any gender include all genders and words denoting persons shall include firms and incorporations and vice versa
- 1.4 Unless the context otherwise requires reference to any clause, sub-clause or schedule is to a clause, sub-clause or schedule (as the case may be) of or to this Agreement
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Agreement

## **2. SALE AND PURCHASE**

- 2.1 In consideration of the Consideration the Sellers shall sell with full title guarantee and the Buyers shall purchase on and with effect from the Completion Date free from all Encumbrances the Business as a going concern together with :-
  - 2.1.1 the lease of the premises at 50 Market Place, Wisbech, PE13 2QA
  - 2.1.2 the goodwill, including the Business Name
  - 2.1.3 the Fixtures and Fittings
  - 2.1.4 the Stock
- 2.2 The Sellers shall use all reasonable endeavours to ensure that the Buyers obtain the full benefit and enjoyment of the Goodwill and without prejudice to the generality of the foregoing shall recommend customers of and suppliers to the Business to deal with the Buyers

2.3 UNTIL the date of actual completion of the sale the Sellers will continue to carry on the business in the ordinary course at the premises for his own benefit and all profits and receipts on all losses and outgoings shall belong to and be paid and discharged by the Sellers and from and after that date all profits and receipts and all losses and outgoings shall belong to and be paid by the Buyers. The Sellers may at the Sellers' option during the interval (if any) between the Completion Date and the date of actual completion carry on the business for the benefit of and at the risk of the Buyers charging the Buyers with all outgoings during that period in respect of the premises and the business all outgoings shall be apportioned for the purpose of this clause

### 3. EXCLUDED ITEMS

3.1 The Sellers shall retain at the entire risk thereof as against the Buyers and there are excluded from the sale and purchase under this Agreement:-

3.1.1 cash in hand and at bank

3.1.2 the Liabilities

3.1.3 the Creditors

### 4. CONSIDERATION AND TAX

4.1 The Consideration for the Business and the Assets shall be the sum of £3,000.00 (THREE THOUSAND POUNDS) which shall be apportioned as follows:-

4.1.1 for the Goodwill - £1.00

4.1.2 for the Fixtures and Fittings - £2000.00

4.1.3 for the Stock - £999.00

4.2 The Consideration shall be paid on the Completion Date

4.3 The Buyers shall not be entitled to delay completion of the purchase on the grounds that the valuation of the Stock shall not have been settled

**5. RISK AND INSURANCE**

- 5.1 Standard Conditions 7.1.2 (other than sub –clause (g)) and 7.1.3 apply to this Agreement

**6. THE BUSINESS NAME**

- 6.1 The Seller agrees with the Buyers that the Seller will not before the expiry of the period of 2 years from the date of actual completion of the sale either alone or in partnership with any other person or persons or as a servant or agent for any person firm or company or otherwise directly or indirectly carry on or be in any way engaged concerned or interested in the business of within a radius of 1 mile of the Property and if the Buyer so requires the Seller will at the cost of the Buyers either on or subsequent to completion execute and deliver to the Buyers an Assignment of the goodwill containing a covenant by the Sellers in the terms of this clause

**7. COMPLETION**

- 7.1 Completion of the sale and purchase hereunder shall be completed on the Completion Date when all the matters set out in this clause 9 and in clause 4 shall be effected

**7.2 The Seller shall**

7.2.1 Execute and deliver to the Buyers the assignment of the leasehold property or the grant of a new lease from the Landlord, the assignment of the goodwill in the business and a receipt for the fixtures and fittings

7.2.2 deliver to the Buyer at the Property such of the Assets as are capable of being transferred by delivery

7.2.3. deliver to the Buyer all records relating to the Business referred to in Section 49 of the Value Added Tax Act 1994

**8. CREDITORS, LIABILITIES AND APPORTIONMENTS**

8.1 The Seller agrees to remain solely responsible for all the Liabilities (save as otherwise expressly provided in this Agreement) and undertakes to discharge the Creditors and to indemnify the Buyers fully at all times from and against any and all claims, actions, proceedings, demands, liabilities, costs and expenses in connection with any of the Liabilities or the Creditors and the Buyers from the Completion Date undertakes to discharge and to indemnify the Sellers fully at all times from and against any and all claims, actions, proceedings, demands, liabilities, costs and expenses in connection with the Business

8.2 All rents rates water electricity telephone charges salaries emoluments and other outgoings of a periodic nature which are chargeable by reference to a period commencing before the Completion Date and ending after the Completion Date shall be apportioned on a time basis and those outgoings referable to the period ended on the Completion Date shall be borne by the Seller and those outgoings referable to the period commencing on the date following the Completion Date shall be borne by the Buyers

**9. ACKNOWLEDGEMENT OF CONDITION**

The Buyers acknowledges that before the date of this contract, the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The Buyers have formed their own view as to the condition of the Property and the suitability of the Property for the Buyers' purposes

## **10. RECORDS**

- 10.1 The Buyers shall be entitled to inspect the Seller's account books after making a prior appointment and the Seller will supply to the Buyers copies of all relevant Records
- 10.2 The Buyers shall maintain and retain complete and in good and proper order and condition all VAT records together with all supporting documentation relating to the Business received by the Buyers for all periods as are required by law and shall allow the Seller and its professional advisers reasonable access to such Records and documentation at all reasonable times and upon reasonable notice and the Sellers will not make any request to the Commissioners of Customs and Excise for a direction that such Records be preserved by the Sellers
- 10.3 The Buyers shall indemnify and keep indemnified the Seller against any and all losses, costs, claims and liabilities arising directly or indirectly out of their use and occupation of the Property and or the conduct of the Business by them prior to the Completion Date or arising directly or indirectly in consequence of the breach, non-observance or non-performance of their several agreements and obligations herein contained

## **11. STANDARD CONDITIONS**

- 11.1 The Standard Conditions are incorporated in this Agreement so far as they :-
- (a) apply to a sale by private treaty;
  - (b) relate to leasehold property;
  - (c) are not inconsistent with the clauses in this Agreement; and
  - (d) have not been modified by the other clauses in this Agreement
- 11.2 The Contract Rate as defined in Standard Condition 1.1.1(e) shall be 4% per annum above the base rate for the time being of NatWest Bank Plc
- 11.3 Standard Condition 1.1.2 is amended so as to read "when used in these conditions the terms 'absolute title' and 'official copies' have the special meanings given to them by the Land Registration Act 2002"

11.4 The Sellers shall procure that the policy of buildings insurance effected by the Sellers in relation to the Property shall continue in force after the date of this Agreement in accordance with the Landlord's obligations under the Lease

11.5 In the event of notice under Standard Condition 8.8 (as varied by this Agreement) being served on the Buyer shall be and become liable to pay and indemnify the Sellers and its solicitors for legal costs (on the solicitors and client basis) of the incidental to the preparation and service of the said notice and any additional work such costs being Two Hundred and Fifty Pounds (£250.00) plus VAT and such sum shall be payable on the Completion Date with the balance of the purchase price interest and all other sums due to the Sellers

## **12. VALUE ADDED TAX**

12.1 The parties shall use all reasonable endeavours to procure that the sale of the Business is deemed to be a transfer of a business as a going concern for the purposes of the Value Added Tax Act 1994 Section 49 and Schedule 4 paragraph 8(1)(a)

12.2 In the event that the transaction is not deemed to be a transfer of a going concern the Buyer shall indemnify the Sellers in respect of any liability to pay VAT in respect of the transaction

12.3 The Buyer warrants that prior to entering into this Agreement it has registered for the purposes of VAT and prior to the Completion Date shall have served notice on HM Customs and Excise of its intention to waive the exemption to charge VAT

## **13. ENFORCEABILITY OF PROVISIONS**

13.1 If any of the provisions of this Agreement are found by a Court or other competent authority to be void or unenforceable such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order

to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable

- 13.2 The provisions of this Agreement shall remain in full force and effect insofar as they remain to be observed and performed notwithstanding completion of the sale and purchase

**14. ENTIRE AGREEMENT**

- 14.1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between them relating to the subject matter of this Agreement

- 14.2 The Buyer acknowledges and agrees that in entering into this Agreement, it does not rely on and shall have no remedy in respect of any statement representation warranty, collateral agreement or other assurance (whether made negligently or innocently) of any person (whether party to this contract or not) other than as expressly set out in this contract or in any written replies which the Sellers' Solicitors have given to any enquiries raised by the Buyer's Solicitors before the date of this contract. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud

**15. JOINT AND SEVERAL LIABILITY**

Where the Buyer is more than one person, the Sellers may release or compromise the liability of any of those persons under this contract or grant time or other indulgence without affecting the liability of any other of them

**16. NOTICES**

- 16.1 Any notice given under this contract must be in writing and signed by or on behalf of the party giving it and must be served by delivering it personally or sending it by pre-paid first class post, or recorded delivery to the address and for the attention of the relevant party as follows :
- (a) to the Seller - at his home address



(b) To the Buyer - at his home address

16.2 Any such notice will be deemed to have been received:

(a) if delivered personally, at the time of delivery provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day

(b) in the case of pre-paid first class or recorded delivery post, at 9.00 am on the second working day after posting

16.3 In proving service, it will be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted as a pre-paid first class, or recorded delivery letter or registered letter, as the case may be

16.4 A notice given under this Agreement shall not be validly served if sent by fax or e-mail

16.5 This Clause replaces Condition 1.3

## 17. **LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales

## 18. **RIGHTS OF THIRD PARTIES**

The parties hereby agree and declare that no person other than a party to this Agreement may enforce any provisions of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999

## 19. **CONFIDENTIALITY**

The financial terms of this Agreement shall be confidential to the parties both before and after completion and neither party shall make or permit or suffer the making of any announcement of publication of such terms

(either in whole or in part) nor any comment or statement relating thereto without the prior written consent of the other (which consent shall not be unreasonably withheld or delayed)

**AS WITNESS** the hands of the parties hereto

## **SCHEDULE 1**

### **Matters Affecting the Property**

- (a) any matters contained or referred to in the lease referred to above and other ancillary documentation referred to therein
- (b) any matters discoverable by inspection of the Property before the date of this contract
- (c) any matters which the Sellers do not and could not reasonably know about
- (d) any matters, other than the Charges disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract
- (e) public requirements
- (f) any matters which are, or unregistered interest which override dispositions under Schedule 3 to the Land Registration Act 2002; and
- (g) the covenants, conditions and other notices contained or referred to in the Lease and every document varying or supplemental or collateral to it

## **SCHEDULE 2**

### **Fixtures and Fittings**

As situate at the business premises at the date of completion.

**SIGNED AS A DEED by  
OMAR ALI AHMAD**  
In the presence of:-

**SIGNED AS A DEED by  
MINDAUGAS SENULIS**  
in the presence of:-

## SUPPLEMENTARY EVIDENCE PRODUCED BY TRADING STANDARDS

Supplementary information by Kirsty Draycott of Cambridgeshire and Peterborough Trading Standards Service to the licence review of Polska Chata (Little Europe) (PL number PLA417) dated the 5<sup>th</sup> February 2019 submitted by Kirsty Draycott of Cambridgeshire and Peterborough Trading Standards Service.

On the 8<sup>th</sup> February 2019 at 09:17 hours I received a telephone call from mobile number 07857259246 from a male claiming to be a friend of Mr Omar Ali Ahmed who is the Premises Licence Holder. Mr Ahmed has received the licence review paperwork that I sent to him. The friend said that Mr Ahmed is no longer involved in that shop, he sold it some time ago. I advised him that Mr Ahmed should speak to a solicitor about this.

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Ref: Trading Standards Review – Polska Chata



Creating a safer  
**Cambridgeshire**

Wednesday 21<sup>st</sup> February 2019

Michelle Bishop  
Licencing Officer  
Fenland District Council  
Fenland Hall  
County Road  
March  
PE15 8NQ

Dear Michelle,

Re: Trading Standards review application – Polska Chata 50 Market Place, Wisbech PE13 1DP

On the 06<sup>th</sup> February 2019 Cambridgeshire Constabulary received notification of a Licencing review application submitted by Kirsty Draycott of Cambridgeshire & Peterborough Trading Standards Service. The review application refers to the 'Off' Licensed premises called 'Polska Chata', otherwise known as 'Little Europe', 50 Market Place, Wisbech, PE13 1DP. The Premises License reference PLA417, issued by Fenland District Council, is held by Mr. Omar Ali Ahmed (PLH), 9 Railway Road, Wisbech, PE13 2QA. The Designated Premise Supervisor (DPS) is Mr. Jamshid Ahmad Ali of 119 London Road, Kings Lynn, Norfolk, PE30 5ES, who holds an alcohol personal license reference 16/00970/LA\_PER issued by Kings Lynn & West Norfolk Council.

The Premises License allows for the 'Off' sale of alcohol between 09:00hrs and 21:00hrs Monday to Saturday and 10:00hrs to 18:00hrs on Sunday. The Premises License has numerous conditions consistent with the running of an 'Off' License. Further conditions were added on 28 January 2013 following a hearing by the Licensing Authority.

I am aware that on 07<sup>th</sup> November 2018 a test purchase was conducted at the premises whereby a purchase was made of non-duty paid illicit tobacco.

At 16:10hrs on the 23<sup>rd</sup> January 2019 I accompanied Trading Standards and HMRC in a joint Operation where we executed a search warrant at the premises. An Iranian male was sat behind the till with a Lithuanian female stood next to him both behind the service counter. The male identified himself as Azad Rasul 11/02/1992 of 4 Dagless Way, March, PE15 8QY. He is also known as Mishi Rasul. He denied working at the shop. The female initially gave false details, but when pressed by myself to produce identification she was identified as Diemante Jurkeviciute 14/07/1999 of 12 Opportune Road, Wisbech. She confirmed she works at the shop for a male called Antonis Usupnieks of 8 Chequers Court, Bronze Street, March, PE15 8UF. She had never heard of the PLH or DPS associated with the premises license.

Enquiries continued with Rasul and Jurkeviciute, who remained furtive and uncooperative. Both denied having keys to the shop or the rear door which was suspected of being a store room. When I suggested a person search would be conducted Rasul bolted and ran away from the shop. It is believed he had the

keys to the shop on him. However entry was gained via the outside rear of the building, and with the support of tenants located upstairs the door was unlocked and opened. Numerous items of illicit cigarettes and rolling tobacco were found behind the door.

I carried out a full compliance inspection of the premises. I was unable to contact either the PLH or DPS, and the shopkeeper – Jurkeviciute - confirmed she had never heard of them. Numerous breaches to the Premises License were identified namely:

Annex 2 – Conditions Consistent with the Operating Schedule –

- a. CCTV insufficient and unable to be worked by staff contrary to Condition 1. (Seized by Trading Standards).
- b. No age verification scheme in place or advertised contrary to Condition 2.
- c. No refusals book in operation contrary to Condition 3.

Annex 3 – Conditions Attached after a Hearing by the Licensing Authority – Determined at a Licensing Hearing held on 28 January 2013 –

1. No single can/bottle sales of beer, lager or cider – **Numerous single cans and bottles of beer, lager and cider on display and offered for sale.**
2. No sales of beer, lager or cider over 6% ABV – **Cans identified over 6.5%Abv on display and offered for sale.**
3. No sales of chilled beer, lager or cider in order to reduce the possibility of drinking within the vicinity of the premises – **all cans and bottles of alcohol in a chiller cabinet.**
4. All alcohol items to contain a price label which will include the name of the shop – **no items were found that readily identified the shop as point of sale.**
5. CCTV cameras to be installed inside the premises covering all public areas inside the shop during opening hours. This should include that CCTV will be maintained and recordings should be held for a minimum of 31 days, and be made available to the police or authorised person immediately on request, and be supplied in a readily transportable media or in any case within 48 hours – **not compliant – CCTV was present but could not be worked or used by Jurkeviciute.**
6. CCTV cameras will be installed outside the premises covering the front door and area immediately outside the shop – **no cameras installed.**
7. A Personal Licence Holder to be employed at the premises by the DPS during any absence of the DPS from the United Kingdom – **No DPS readily identifiable; No DPS authorisation list and Jurkeviciute did not have a personal License.**
8. Age verification policy “Challenge 25” to be in place whilst such a scheme is in operation and all staff members to be trained – **No age verification policy in place.**
9. There shall be training records maintained on the premise that will be produced to a police officer or authorised officer on request – **Non-existent.**
10. There shall be an incident and refusal book maintained on the premise that will be produced to the Police or authorised officer on request – **Non-existent.**
11. Written authorisation is in place for the sale of alcohol in the absence of the DPS or other Premises Licence Holder which will be produced to a police officer or authorised officer on request – **Not found.**

In light of the issues identified at the premises I issued Jurkeviciute with a formal letter warning that any future sale of alcohol would constitute a S.136 offence in accordance with the Licensing Act 2003 for which the maximum penalty for committing this offence is an unlimited fine and/or 6 months in prison. (See supporting documentation). It has since come to my attention that the existing Premises License holder alleges he sold the business on some time ago (third party information – unverified).

Cambridgeshire Constabulary fully support the ongoing operation and partnership with Trading



Standards and HMRC in a positive effort to prevent and deter illicit / counterfeit cigarettes and alcohol being sold or supplied in Cambridgeshire.

We take a very serious view on the sale of illicit / counterfeit goods. This is a serious breach of the licencing objective to prevent crime and disorder, and does not promote public safety. Such crime has a detrimental effect upon the immediate community and can be harmful to unwitting customers including children. Foreign cigarettes and hand rolling tobacco are not subject to the strict regulation and control measures that would benefit UK authorised sale items and in most cases have not had UK duty paid on them. Distribution and sale of illicit / counterfeit goods is linked to serious and organised crime and nationally is a drain on the economy.

*Section 182 Guidance - Licensing Act 2003 Para 11.27 states –*

*“There is certain criminal activity that may arise in connection with licensed premises which should be treated particularly seriously”.*

*This includes amongst other criminal activity –*

*“The sale or storage of smuggled tobacco and alcohol”.*

*Para 11.28 states –*

*“It is envisaged that licensing authorities, the police and other law enforcement agencies, which are responsible authorities, will use the review procedures effectively to deter such activities and crime. Where reviews arise and the licensing authority determines that the crime prevention objective is being undermined through the premises being used to further crimes, it is expected that revocation of the licence – even in the first instance – should be seriously considered”.*

**Cambridgeshire Constabulary support Trading Standards with their review application and also ask for the Licensing Sub-Committee to seriously consider further issues identified at the premises and revoke Premises licence PLA417 with immediate effect.**



PC1572 Grahame Robinson  
Cambridgeshire Constabulary  
Police Licensing Officer (Northern)  
Partnership & Operational Support Team  
Thorpewood Police Station  
Peterborough  
PE3 6SD

[Tel:07921095030](tel:07921095030)

[Tel:01733424438](tel:01733424438)

Email: [grahame.robinson@cambs.pnn.police.uk](mailto:grahame.robinson@cambs.pnn.police.uk)

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Public Health Directorate  
 Box SH1108  
 Cambridgeshire County Council  
 Shire hall  
 Castle Hill  
 Cambridge  
 CB3 0AP

1 March 2019

Dear Licensing Team,

**Re. Review of a premises licence (Polska Chata, 50 Market Place)**

I am writing to support the application for the review of the premises licence for the above property.

I am a Consultant in Public Health working in the joint public health team in Cambridgeshire County Council and Peterborough City Council. The Director of Public Health is a responsible authority under the Licensing Act 2003, and is responsible for promoting and protecting the health and wellbeing of the local populations they serve.

I have significant concerns about the impact of selling illicit tobacco on the health of the local community and summarise the key evidence around the harmful health impacts of this activity here.

**Smoking prevalence in Fenland:**

Smoking prevalence in Fenland has significantly declined in recent years with adult smoking rates falling from 28.1% in 2011 to 16.3% in 2017<sup>1</sup>. This demonstrates an important public health success and will be due to a number of different factors, including national legislative changes, the delivery of smoking cessation services and wider tobacco control activity, including enforcement services.

However, 16.3% of the local population are still smoking. This is still higher than the regional and national averages and presents a significant health risk to smokers and those around them. We also know that certain groups in our community have higher smoking rates than this, and smoking is a significant cause of health inequalities. The smoking prevalence rates in routine and manual workers in Fenland is considerably higher than the average at 23.4%.

**The impact of smoking:**

The National Tobacco Control Plan (2017)<sup>2</sup> clearly summarises the significant impact of smoking on our health and society. Smoking remains the single largest cause of preventable deaths and one of the largest causes of health inequalities in England. More than 200 people a day die from smoking related illness which could have been prevented. Many of the conditions caused by smoking are chronic illnesses which can be debilitating for the sufferer and make it difficult to carry out day to day tasks and engage with society and the economy.

<sup>1</sup> Local prevalence figures are taken from the Local Tobacco Control Profiles published on the Public Health England fingertips website.

<sup>2</sup> Information about the impact of smoking is taken from the National Tobacco Control Plan for England, published in 2017 and found here: <https://www.gov.uk/government/publications/towards-a-smoke-free-generation-tobacco-control-plan-for-england>.

Smoking is estimated to cost the national economy in excess of £11 billion per year, with £2.5 billion of this falling to the NHS, £5.3 billion falling to employers due to smoking breaks and absenteeism, and £4.1 billion falling to wider society, due to unemployment, economic inactivity, social care and wider costs associated with issues such as illicit tobacco and organised crime.

### **Illicit tobacco:**

Illicit tobacco, including illegally manufactured cigarettes, counterfeit cigarettes and smuggled cigarettes, is a growing issue. As consumption of non-illicit tobacco has decreased over recent years, the volume of use of illicit tobacco has remained stable and the market share of illicit tobacco has therefore increased<sup>3</sup>. This presents a significant public health concern:

- The sale of illicit tobacco undermines public health efforts to reduce smoking prevalence by increasing the availability and affordability of tobacco products.
- Illicit tobacco has not been subjected to the same stringent testing for quality control and regulation that governs tobacco generally and therefore may contain even more harmful chemicals and toxins than are permitted by these tests.
- There is also concern that children and young people may be easier to target by the low price and unregulated packaging that accompany illicit cigarettes, and they may therefore act as an easier gateway into smoking.
- Illicit cigarettes do not comply with the legal requirements designed to reduce the chances of unattended lit cigarettes starting a fire, and therefore present fire safety concerns.
- Illicit tobacco damages legitimate business within our community. Tobacco smuggling is serious organised crime and the proceeds made from it are used to fund further criminality, perpetuating the cycle of harm.

In summary, given the significant burden of illicit tobacco on the health of the community, I support the review of the premises licence for Polska Chata (Little Europe) due to the illicit tobacco activity identified on site in January 2019.

Yours sincerely,



Katie Johnson  
Consultant in Public Health  
Cambridgeshire County Council & Peterborough City Council

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<sup>3</sup> Source: Local Tobacco Control Profiles, Public Health England.



<b>Premises Licence</b>
-------------------------

**THE LICENSING AUTHORITY  
 FENLAND DISTRICT COUNCIL  
 FENLAND HALL  
 COUNTY ROAD  
 MARCH  
 CAMBS PE15 8NQ**

**Premises licence number:**

PLA 417
---------

**PART 1 – PREMISES DETAILS**

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

Polska Chata, 50 Market Place

**Post town:** Wisbech

**Post code:** PE13 1DP

**Telephone number:**

**Where the licence is time limited, the dates:**

N/A

**Licensable activities authorised by the licence:**

Sale by Retail of Alcohol

**The times the licence authorises the carrying out of licensable activities:**

Sale by Retail of Alcohol

Monday to Saturday

09.00 hours to 21.00 hours

Sunday

10:00 hours to 18:00 hours

**The opening hours of the premises:**

Monday to Saturday	09.00 hours to 21.00 hours
Sunday	10:00 hours to 18:00 hours

**Where the licence authorises supplies of alcohol, whether these are on and/or off supplies:**  
**Off**

**PART 2**

**Name, (registered) address, telephone number and e-mail (where relevant) of holder of premises licence:**

Mr Omar Ali Ahmed  
9 Railway Road  
Wisbech  
PE13 2QA

**Registered number of holder; for example, company number, charity number (where applicable):**

N/A

**Name, address and telephone number of designated premises supervisor where the premises licence authorises the supply of alcohol:**

Mr Jamshid Ahmad Ali  
119 London Road  
Kings Lynn  
Norfolk  
PE30 5ES

**Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises the supply of alcohol:**

16/00970/LA\_PER  
Kings Lynn & West Norfolk Council

**Licence valid from: 05 June 2017**

**Date of Issue: 26 June 2017**

.....Adrian Day  
ON BEHALF OF FENLAND DISTRICT COUNCIL

## Annex 1 – Mandatory Conditions

### Premises Licence (Off Sales of alcohol only)

1. Under Section 19(2) of the Licensing Act 2003, no supply of alcohol shall be made under this premises licence at a time when there is no designated premises supervisor in respect of the premises licence, or at a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.
2. Under Section 19(3) of the Licensing Act 2003 every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.
3. The premises licence holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol. The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy. The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either a holographic mark, or an ultraviolet feature.
4. A relevant person shall ensure that no alcohol is sold or supplied for consumption off the premises for a price which is less than the permitted price. For the purposes of this condition:
  - “duty” is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;
  - “permitted price” is the price found by applying the formula -  $P = D + (D \times V)$  where:
    - P is the permitted price;
    - D is the rate of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol; and
    - V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;
  - “relevant person” means the holder of the premises licence, the designated premises supervisor (if any) in respect of such a licence, or the personal licence holder who makes or authorises a supply of alcohol under such a licence;
  - “value added tax” means value added tax charged in accordance with the Value Added Tax Act 1994.

The permitted price must be rounded up to the nearest penny.

A change to the permitted price which would apply as a result of a change to the rate of duty or VAT charged in relation to alcohol would not apply until the expiry of the period of 14 days beginning on the day on which the change in the rate of duty or VAT takes effect.

## **Annex 2 – Conditions Consistent with the Operating Schedule**

1. CCTV will be in operation, recordings made available to police or authorised officer on request.
2. Age verification scheme will be in use at all times.
3. Refusals book will be in operation.
4. Customers will not be allowed to consume alcohol purchases in the near vicinity of the premises.



**Annex 3 – Conditions Attached after a Hearing by the Licensing Authority**

**Determined at Licensing Hearing held on 28 January 2013**

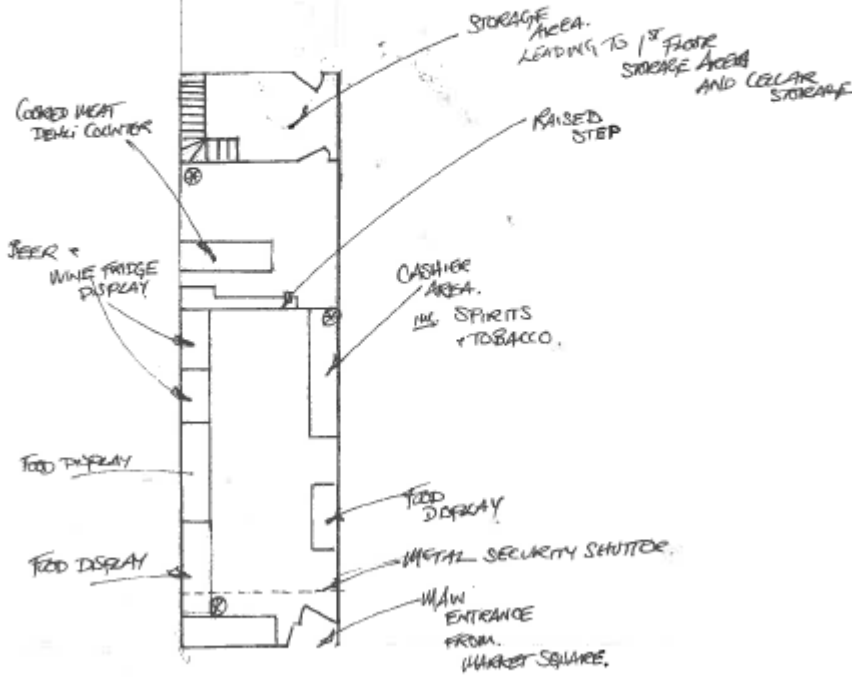
- 1. No single can/bottle sales of beer, lager or cider;**
- 2. No sales of beer, lager or cider over 6% ABV;**
- 3. No sales of chilled beer, lager or cider in order to reduce the possibility of drinking within the vicinity of the premises;**
- 4. All alcohol items to contain a price label which will include the name of the shop;**
- 5. CCTV cameras to be installed inside the premises covering all public areas inside the shop during opening hours. This should include that CCTV will be maintained and recordings should be held for a minimum of 31 days, and be made available to the police or authorised person immediately on request, and be supplied in a readily transportable media or in any case within 48 hours;**
- 6. CCTV cameras will be installed outside the premises covering the front door and area immediately outside the shop;**
- 7. A Personal Licence Holder to be employed at the premises by the DPS during any absence of the DPS from the United Kingdom;**
- 8. Age verification policy “Challenge 25” to be in place whilst such a scheme is in operation and all staff members to be trained;**
- 9. There shall be training records maintained on the premise that will be produced to a police officer or authorised officer on request;**
- 10. There shall be an incident and refusal book maintained on the premise that will be produced to the Police or authorised officer on request;**
- 11. Written authorisation is in place for the sale of alcohol in the absence of the DPS or other Premises Licence Holder which will be produced to a police officer or authorised officer on request;**

Annex 4 – Plans

POLSKA CHATA.  
50 MARKET PLACE.  
WISBECH.  
CAMBS.  
FEIS IDP

25. NOVEMBER 2012

SCALE 1 : 100.



Ⓢ CCTV INSTALLED.



**Premises Licence Summary**

**THE LICENSING AUTHORITY  
FENLAND DISTRICT COUNCIL  
FENLAND HALL  
COUNTY ROAD  
MARCH  
CAMBS PE15 8NQ**

**Premises licence number:** PLA 417

**PREMISES DETAILS**

<b>Postal address of premises, or if none, ordnance survey map reference or description:</b>	
Polska Chata, 50 Market Place	
<b>Post town:</b>	Wisbech
<b>Post code:</b>	PE13 1DP
<b>Telephone number:</b>	

<b>Where the licence is time limited, the dates:</b>	N/A
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<b>Licensable activities authorised by the licence:</b>
Sale by Retail of Alcohol

<b>The times the licence authorises the carrying out of licensable activities:</b>	
Sale by Retail of Alcohol	
Monday to Saturday	09.00 hours to 21.00 hours
Sunday	10:00 hours to 18:00 hours

**The opening hours of the premises:**

Monday to Saturday	09.00 hours to 21.00 hours
Sunday	10:00 hours to 18:00 hours

**Where the licence authorises supplies of alcohol, whether these are on and/or off supplies:**

Off

**Name, (registered) address, telephone number and e-mail (where relevant) of holder of premises licence:**

Mr Omar Ali Ahmed  
9 Railway Road  
Wisbech  
PE13 2QA

**Registered number of holder; for example, company number, charity number (where applicable):**

**Name of designated premises supervisor where the premises licence authorises for the supply of alcohol:**

Mr Jamshid Ahmad Ali

**State whether access to the premises by children is restricted or prohibited:**

N/A

**LICENSING ACT 2003, SECTION 51(3)  
NOTICE OF A REVIEW OF A PREMISES LICENCE  
FOLLOWING AN APPLICATION UNDER SECTION 51 OF  
THE LICENSING ACT 2003**

Notice is given that Fenland District Council, as the Licensing Authority has on 06<sup>th</sup> February 2019 received an application from Trading Standards to review the premises licence for the premises known as:

Polska Chata (Little Europe), 50 Market Place, Wisbech PE13  
1DP

The grounds for the review are necessary in the interests of the prevention of crime and disorder and public safety.

Anyone wishing to make representations concerning this review should do so in writing to:

The Licensing Authority, Fenland District Council, Fenland Hall,  
County Road, March, Cambs PE15 8NQ

Representations to this review must reach the Licensing Authority by 06 March 2019

Persons wishing to inspect the review application may do so by attending the business reception at Fenland Hall, at Fenland @Your Service, Bridge Street, Wisbech during office hours, Monday to Friday or online at [www.fenland.gov.uk/licensing](http://www.fenland.gov.uk/licensing)

It is an offence knowingly or recklessly to make a false statement in connection with an application, the maximum fine for which on summary conviction is £5000.

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