

Licensing Sub-Committee

Supplementary Agenda

Thursday 13 January 2022

6.30 pm

Online - Virtual Meeting

MEMBERSHIP

Administration:	Opposition:
Councillor Natalia Perez (Chair) Councillor Fiona Smith	Councillor Dominic Stanton

CONTACT OFFICER: Amrita White
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Governance and Scrutiny
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Public Notice

Members of the press and public are welcome to attend at the YouTube link below:

Speaking at Licensing meetings is restricted to those who have submitted a representation and registered to speak.

THIS MEETING WILL BE HELD REMOTELY It will be streamed via YouTube on:
<https://youtu.be/hYWnNx4ICho>

Date Issued: 13 January 2022

Licensing Sub-Committee Supplementary Agenda

13 January 2022

<u>Item</u>		<u>Pages</u>
5.	ACCESS SELF STORAGE, UNIT 4225, 21 EFFIE ROAD LONDON SW6 1EN - ADDITIONAL INFORMATION	3 - 36
6.	LONDIS, 53 PALLISER ROAD LONDON W14 9EB - ADDITIONAL INFORMATION	37 - 40

Agenda Item 5

From: Rawlinson James: H&F

Sent: 06 January 2022 08:56

To: Dimitriou Maria: H&F; Licensing HF: H&F; Asante William: H&F

Subject: FW: Licensing Act 2003 - Premises Number: 2021/01376/LAPR

Hi Maria

Please note there was an error on the times set out on the previous set of conditions that were proposed by noise and nuisance. I have now clarified these below. I have also removed one of the suggested conditions.

That said, noise and nuisance would like to uphold the representation against this application. The representation is on the grounds of the prevention of public nuisance and specifically that the operating schedule (as submitted with the application), is not considered sufficiently robust to ensure potential noise nuisance is fully considered. We would however consider removing the representation should the applicant agree to the following conditions.

- Delivery riders/drivers shall only be permitted to collect orders and deliver between the hours of 07:00 and 22:00 Monday to Friday, 08:00 and 22:00 on Saturday and 08:00 and 20:00 on Sunday and Bank Holidays.
- Delivery riders/drivers shall only be permitted to collect orders and deliver on foot, by pedal bike, electric bike (or other electric vehicle) after 21:00 Monday to Saturday.

Regards

James Rawlinson

Noise and Nuisance Officer

Resident services

Hammersmith & Fulham Council

From: Rawlinson James: H&F
Sent: 23 December 2021 20:02
To: Dimitriou Maria: H&F
Cc: Licensing HF: H&F
Subject: FW: Licensing Act 2003 - Premises Number: 2021/01376/LAPR

Hi Maria

Further to my previous comments and recommended conditions, the applicant's agent has now responded refusing the inclusion of these conditions.

Supplementary to the details of my previous representation, I would like to add further information. It has now come to light that I was mistaken in my previous assumption that the site operated 24 hrs a day, 7 days a week. This was then an error on my part and my previous suggested conditions were based on the fact that the noise and nuisance team had no substantiated noise complaints that related to 24 hr usage. With this being the case, I am now of the opinion that the operational times suggested by the applicant would likely result in noise complaints from adjacent residents.

Therefore, noise and nuisance would like to uphold the representation against this application. The representation is on the grounds of the prevention of public nuisance and specifically that the operating schedule (as submitted with the application), is not considered sufficiently robust to ensure potential noise nuisance is fully considered. We would however consider removing the representation should the applicant agree to the following conditions.

- Delivery riders/drivers shall only be permitted to collect orders and deliver between the hours of 22:00 and 07:00, 22:00 and 08:00 on Saturday and 20:00 and 08:00 on Sunday and Bank Holidays.
- Between 20:00 and 08:00 hours all delivery riders/drivers shall wait inside the premises and shall not be permitted to congregate in the immediate vicinity of the premises.
- Delivery riders/drivers shall only be permitted to collect orders and deliver on foot, by pedal bike, electric bike (or other electric vehicle) after 21:00 Monday to Saturday.

Regards

James Rawlinson
Noise and Nuisance Officer
Resident services
Hammersmith & Fulham Council

From: Stewart Gibson
Sent: 23 December 2021 11:00
To: Rawlinson James: H&F
Subject: Re: Licensing Act 2003 - Premises Number: 2021/01376/LAPR

Hi James

I have no heard back from my client and he confirms that as he uses Deliveroo and uber for deliveries, he cannot control the method of transport they use.

Further they cannot wait inside the premises for orders, as they only arrive when an order is due for delivery.

So my client cannot agree to your conditions.

Kind regards
Stewart

From: "Rawlinson James: H&F"
Date: Wednesday, 22 December 2021 at 12:21
To: Stewart Gibson
Subject: RE: Licensing Act 2003 - Premises Number: 2021/01376/LAPR

Thanks Stewart. Much appreciated

James Rawlinson
Noise and Nuisance Officer
Resident services
Hammersmith & Fulham Council

From: Stewart Gibson
Sent: 22 December 2021 12:19
To: Rawlinson James: H&F
Subject: Re: Licensing Act 2003 - Premises Number: 2021/01376/LAPR

Good afternoon James

I am awaiting instruction from my client, of which I have stressed must be today. I will revert back once I have this instruction.

Kind regards
Stewart

From: "Rawlinson James: H&F"
Date: Wednesday, 22 December 2021 at 10:03
To: "Environmental Protection: H&F"; Stewart Gibson
Cc: "Boniface Simon: H&F"; "Wokorach George: H&F"
Subject: RE: Licensing Act 2003 - Premises Number: 2021/01376/LAPR

Hi Stewart

I understand that the committee date of the 13th Jan has now been set for this application, for which our objections still stand as we have not heard back from you yet.

Please can you come back to us with your comments on the suggested below conditions, otherwise we shall assume you don't wish to discuss these points, pre committee.

Thanks

James Rawlinson
Noise and Nuisance Officer
Resident services
Hammersmith & Fulham Council

From: Environmental Protection: H&F
Sent: 16 December 2021 09:34
To: 'Stewart Gibson'
Subject: FW: Licensing Act 2003 - Premises Number: 2021/01376/LAPR

Dear Stewart

Further to my phone call, please see attached below the conditions we are proposing on this application. Until these are agreed/resolved with yourself, we have a representation against the application. Could you give me a quick ring to discuss when you get an opportunity?

- Delivery riders/drivers shall only be permitted to collect orders and deliver on foot, by pedal bike, electric bike (or other electric vehicle) between the hours of 22:00 and 06:00.
- Between 22:00 and 06:00 hours all delivery riders/drivers shall wait inside the premises and shall not be permitted to congregate in the immediate vicinity of the premises.

James Rawlinson
Noise and Nuisance Officer
Resident services
Hammersmith & Fulham Council

From: Charlotte Dexter
Sent: 10 January 2022 01:52
To: Dimitriou Maria: H&F
Cc: Gareth Hughes
Subject: Fwd: Addendum nr 2 Charlotte Dexter 2021/01376/LAPR Unit 4225 21 Effie Road Access Storage

Addendum nr 2 Charlotte Dexter, resident of Barclay Road ref: 2021/01376/LAPR Unit 4225 21 Effie Road SW61EN Access Storage

Herewith, I am submitting today 8 Jan 2022 for the Addenda to the Agenda Pack this outline of the verbal summary comments I plan to make at the hearing on 13 Jan 2022.

My representative, Gareth Hughes, will also be making comments on my behalf, as I am also representing many neighbours, as set out in the pack and in those neighbours' individual Representations.

The Applicant has applied to run a 24 hour alcohol off license 'ghost Premises -in the wrong facility for a 'hack ghost Premises to sell 'off Premises', -in the wrong residential neighbourhood, -in the wrong part of Fulham.

Paragraph 14.8 of the LBHF Licensing Policy states:
“The Licensing Authority may refuse to grant a licence if a representation from the Planning Department has been received and one or more of the licensing objectives would not be promoted.”

Indeed, the Lic Authority has received a representation from Planning. Indeed, one or more of the four licensing objectives would not be promoted; specifically, but not limited to the Licensing Objective called The Prevention of Public Nuisance.

On these grounds alone the Licensing Authority has the power to refuse the Application. We ask the Lic Comm to refuse the Application, as per 14.8

The above is further supported by a further Representation of The Responsible Authority (RA) Environmental Noise and Nuisance.

The Applicant has stated in correspondence to this RA that he cannot control contractors that he uses--he specifically mentioned Deliveroo and UberEATS-- and/or similar drivers/services, and so the Applicant states that he cannot agree with the RA's suggested Conditions.

We ask the Lic Comm to refuse the application on these grounds as well.

The prevention of Public Nuisance (THE LBHF LIC POLICY 10. onwards)

The Applicant has not addressed the points under 10.3 namely, numbers of customers, ie deliveries per hour/day/week, proximity of residential accommodation,

steps that will be taken to prevent disturbance, associated disturbance from associated vehicular and pedestrian movement to and from the premises, arrangement for refuse (Access Storage does not provide this and for reasons of amenity of residents the planning permission does not allow any ongoing extra refuse collection but for Access's own office purposes), any other issues, (such as not allowing customers to come to the facility to return purchases).

The Applicant has not addressed THE LBHF LIC POLICY 15.11 The prevention of public nuisance, bullet point 1 re deliveries and collections, which are the essence of his business ie delivering alcohol purchased at two to three times the normal suggested retail price at any time but especially during times when other off-license Premises such as supermarkets, wine shops, beer shops, and local off license shops are closed.

“... make sure you specify to any contractors that deliveries/collections should not be made at anti-social times. As a guide, the Noise and Nuisance Service recommend that deliveries/collections should only be made between the hours of 7:30am and 9:00pm, depending on the proximity of residential and/or other noise-sensitive properties.”

Residential Consideration:

THE LBHF LIC POLICY states at 1.9 that

'We have given the protection of local residents whose lives can be blighted by disturbance and antisocial behaviour associated with some of the people visiting places of entertainment a central place in our strategy.

3.11 states that

'the Licensing Authority will primarily focus on the direct impact of the activities taking place at the licensed premises on members of the public living, working or engaged in normal activity in the area concerned relating to the four Lic Objectives.'

We ask the Lic Committee to consider that sleeping and attempting to get to sleep is a 'normal activity' in this residential area that completely surrounds the storage facility at 21 Effie Road.

The rumble and associated nuisance of many, many Deliveroos and UberEATS drivers/two/three-wheelers will cause great nuisance to all residents and impede the traffic flow on the public highway, especially from 19:30 when parents try to get their children to bed.

N.B. no cars, vans, any four wheelers with big headlights which would blast light into our bedrooms. This would need to be Conditioned, although we are asking that the License not be granted.

Below we list all the residential flats and houses that encircle this storage facility. It is an overly predominantly residential area with light mixed use of the BIMM music school, a 'We Work type ground floor office space on Effie Road, totally residential on Barclay Road, and the residential flats above all commercial buildings facing Fulham Broadway and Fulham Road.

You can easily see from Google maps that 21 Effie Road SW6 1EN is totally encircled by residential, 99 percent, in fact.

The Applicant apparently cannot find a place in Fulham to operate from 24 hours a day, so he has decided to try to do it out of a storage facility 'hack' Premises. This storage facility (and actually every storage facilities in Fulham) does not enjoy 24 hour access, because of the dense residential nature of where this facility is located. The Responsible Authority, Planning, has made that clear in its Representation to this Lic Committee.

The actual closing hour is 18:00; The allowed hours in the Planning Permission are until 10pm and earlier on Sundays, for reasons of amenity of residents:

--the 85 neighbours in the terraced houses who brick party wall fence backs directly onto this storage facility of 1,3a,b,c,d,5,5a,7, 9,11,13,15,17,19,21,23,25,27 Barclay Road, to the west/northwest

--the 17 neighbours in the 7 flats of floors 1 and 2 of Broadway Mansions, Effie Road, backing onto this storage facility on the east side

--the 2 neighbours in the 1st/2nd floor flat of 14 Fulham Broadway/at Argon Mews, overlooking the storage facility from the north

--the 25 plus neighbours in flats on floors 1,2,and 3 of 11 Bank Buildings, Fulham Broadway, the flats above Kinleigh Folkard Estate Agents and above Bodeen's eatery.

All of the above back on to the storage facility, in almost a circular-type fashion, and its car park/turning area, and are in site and sound/hearing of its newly built (2020) loading bay of the Access Storage expanded facility (new brick, windowless storage facility that is NOT climate controlled).

In addition, on Effie Road and Effie Place there are 9 flats facing 8-10 Effie Road in the old print works, and 4 flats in 2 terraced houses in Effie Place, numbers 1 and 2 Effie Place, who experience already much nuisance from delivery drivers congregating in Effie Road and Effie Place. More drivers would be present when they use the very narrow one lane ingress/egress at Effie Road to access the Access Storage area/21 Effie Road SW6 1EN--to the rear of Effie Road --please see Google Maps. This is another noise and nuisance opportunity that needs to be stopped before it starts.

Consideration of our Residents (THE LBHF LIC POLICY 22. onwards)

The Applicant has made no comments regarding these important points set out in the LP and in our Representations and my addendum to my Representation on my behalf and on behalf of other residents.

As mere residents, I'd like to point out that it seems obvious to us that anyone willing to pay two to three times the normal cost for a full bottle of alcohol to be delivered to them mainly at late hours must be quite desperate to have a drink, or two or three or even the whole bottle, or two bottles or more.

Question:

We ask the Lic Authority and the Lic Committee; how can such a business premise begin to uphold the four Licensing Objectives of the 2003 Licensing Act in this area of Fulham? We are interested in the answer to this question.

CONCLUSION/residents, amenity etc

In light of all of the above regarding residential considerations, protection of local residents and residential amenity, supported by both the RA Planning as well as the RA Noise and Nuisance, and a Representation from the RA Child Safeguarding, we ask that the Lic Committee refuse the Application.

Cumulative Impact

I would like to reiterate that although the Fulham Broadway Cumulative Impact Policy zone is in limbo, due to Covid, THE LBHF LIC POLICY and the Secretary of State's 2018 Guidance gives the Lic Authority and the Lic Committee the full power to take the cumulative impact of a new Lic Application into consideration.

This Application will add to the many noise, nuisance, crime and disorder problems that we already have from Licensed Premises in and around Fulham Broadway and lower Fulham Road (490 Fulham Road and 51 Fulham Broadway in particular). It is not in the interest of residents to have businesses that plan to zoom around Fulham in the late and early hours, assisting those willing to pay two or three times the normal price for a bottle of strong gin, whisky etc to satisfy their alcoholic indulgences.

CONCLUSION/ cumulative impact

Please use your full power to take the cumulative impact of this new Application in the Fulham Broadway area into consideration and refuse the Application for a license.

The storage facility to be used as an off license Premises

The storage facility at 21 Effie Road SW6 1EN offers passive storage in a windowless building with no heat, no air circulation, no electrical outlets in the units themselves and no cctv inside the actual storage units.

This storage facility closes at 18:00 hours and has done so for many years, with its double iron gate locked, leaving no access to the facility for those who are passively storing their possessions in this passive storage facility.

Unit 4225, and all the units for that matter, is not fit for the purposes planned by the Applicant.

I asked to have the Applicant contact me three times to explain his business plan.

Unfortunately, although the Licensing officer did pass my requests on to the Applicant, the Applicant did not contact me by email, phone or text.

A bad omen indeed; residents would need to meet at least twice a year with this type of Premises, along with Responsible Authorities, to keep problems of noise and nuisance as well as possible traffic violations, ingress/egress problems, crimes (delivery drivers are known for their involvement in such matters)

The business model; pay 2 to 3 times the regular price for a bottle of alcohol

I understand that the business model is to sell 0.5, 0.7 and 1.0 liter bottles of whisky, gin etc at 2 to three times the prices sold at Sainsbury's plus delivery charges (or 'deals' such as 3 for 2 or 'no delivery charge'--totally contrary to the LBHF policy of no drinks promotions). I see on the internet that the name of the Applicant is associated with a similar business in Basingstoke. I note that the photos and well as descriptions of the bottles do not include the size of the bottle; very concerning.

This Basingstoke problem of not stating clearly the size of the bottle is not a matter for the LBHF Lic Comm but I did want to point it out in relation to the LBHF Licensing Policy 4.1 (Ban irresponsible drinks promotions) as well as 8.3 (supply of discounted alcohol) etc. Specific Conditions would need to be needed, and 'free' delivery should not be used as a cheaper way to buy the overpriced alcohol.

Clearly, the business would run at full tilt and would make the most money when other shops in the Fulham Broadway area were not open to sell alcohol.

Also, one can also assume that, as with Amazon, once you have ordered one time, you could push a click-once-to-order button the next time, to make it quick and easy to order without too much fumbling (quite useful for those who are overly refreshed with too much alcohol already having been consumed, and thus these types of customers crave more alcohol).

So how would this business run out of a storage bin at 21 Effie Road?

The Applicant has not explained the answer, but we can assume the following; an operator/employee sits in the freezing cold storage unit in January, at a small table perhaps, with no CCTV inside the unit, as is usually the case for licensed Premises, surrounded by bottles of whiskey, gin, etc and bags for packaging, processes orders
-by internet (via a battery-operated laptop one presumes, as there are no electrical outlets)
-by mobile telephone, and
-by presumably battery-operated Deliveroo and UberEATS processing terminals, packing up the goods and handing them over to Deliveroo or UberEATS drivers who will be congregating outside the storage unit/facility, or arriving on demand.

These drivers are not License holders under the 2003 Lic Act.

They collect and zoom off to the purchaser who is anxiously awaiting 'a bottle or two' that he/she can't buy at the shops because they are not selling at these late hours, plus perhaps cigarettes, balloons and nitrous oxide mini canisters, all legal accompaniments that these types of Premises sell when offering 24/hr alcohol delivery.

Deliveroo mentions on its website that it can offer an ID check, but it cannot presume to offer a check of whether or not a person is drunk and take the decision not to hand over the goods; even then, there is no motivation for the driver to check an ID seriously--it could lead to altercations--why bother? Altercations lead to crime and disorder.

No lawful planning use

The Applicant has not followed the advice of the Lic Comm to demonstrate lawful planning use as set out in THE LBHF LIC POLICY 5.4.

The Applicant has shown no effort in setting out, as the Secretary of State's Guidance requires, 'the steps they propose to take to promote the licensing objectives as stated in 3.9 of the LBHF Licensing Policy July 2017-2022 ('THE LBHF LIC POLICY'), as it relates to

--'the local area and proximity to residential premises,'

--'as well as to voluntary schemes' (for instance, volunteering not to offer for sale or give-away balloons, nitrous oxide canisters of any size and similar goods)

--'persons who are already drunk' THE LP 8.8

Under 12.1, we do not see evidence of a full Risk Assessment.

Football Conditions

THE LBHF LIC POLICY 4.3-4.7 Further, there is no mention of football match days sales. This would need very, very careful consideration by the Lic Comm as the Applicant has given it no thought, apparently. A total ban on sales before during and after local games at Chelsea and at Fulham should be imposed in the strongest Conditions possible, were the Lic Committee minded to grant the License (which we hope it does not).

The Applicant has not addressed under THE LIC POLICY 15.11 bullet point 2, drinks promotions and point 1,0 waste and point 11, litter (of drivers hanging around waiting to collect orders). Many Conditions would need to be agreed here that are specific to this type of 'new-ish' online business where drink is sold at a premium. Any offers of 3 for 2, coupons, points, deals or free delivery would be in direct contradiction of the LBHF Licensing Policy.

Final conclusion:

The Application is for the wrong business model in the wrong facility, in the wrong residential neighbourhood in the wrong part of Fulham.

Please refuse this application for all the reasons given above, given by many other very concerned and sincere residents, and most importantly, given by other Responsible Authorities.

//end// 8 January 2022

From: Gareth Hughes
Sent: 11 January 2022 12:14
To: Dimitriou Maria: H&F; Overton Adrian: H&F
Subject: Re 21 Effie Road

Dear Maria/Adrian

Please find attached a document which we would be grateful if you could place before the committee on Thursday. It is the terms of agreement and use for the Access Storage company in which the unit is located and which is the subject of this application.

Kind regards

Gareth

Gareth Hughes Partner



TERMS & CONDITIONS



Terms and Conditions

1. **In these Terms and Conditions, the following words have the following meanings:-**
 - Access Hours:** the hours We permit access to the Unit;
 - This Agreement:** these Terms and Conditions and the information set out in the Storage Agreement;
 - Business Day:** a day other than Saturday, Sunday or Public Holiday;
 - Commencement Date:** the date specified in the Storage Agreement;
 - Clause:** means a numbered clause here after appearing;
 - Deposit:** the amount specified in the Storage Agreement (if any) which will be collected and held by Us, as security for Your performance of Your obligations under This Agreement;
 - Due Date:** the date specified in the Storage Agreement and corresponding date in each period specified in the Storage Agreement or the previous Business Day if the Due Date falls on a Saturday, Sunday or Public Holiday;
 - The Property:** anything You store in the Unit at any time during this Agreement;
 - Our Fees:** the rental rate specified in the Storage Agreement which does not include VAT, which shall also be paid by You where it is or becomes applicable;
 - Insurance Costs:** where a policy of insurance has been arranged by Us, the amount specified in the Storage Agreement is made up of premium paid to the Underwriter, Insurance Premium Tax and Our administrative costs. These costs are summarised in the Confirmation of Insurance;
 - Premium:** where a policy of insurance has been arranged on Your behalf by Us, the Premium is the amount payable by You in respect of such policy of insurance, which We will collect as agent for and on behalf of the Insurer;
 - Prompt Payment:** in respect of payment of each and every sum due under this Agreement, payment on the Due Date or if the Due Date is not a Business Day, then on the next Business Day following the Due Date;
 - Site:** the premises on which the Unit is situated;
 - Termination Date:** date of termination of the Storage Agreement;
 - Unit:** the storage unit specified in the Storage Agreement or any alternative storage unit We may specify under Clause 2;
 - We, Us, Our:** the storage provider named in the Storage Agreement; and
 - You, Your:** the customer named in the Storage Agreement.

Your Rights to use the Unit

2. So long as Our Fees are paid up to date We licence You but no other person:-
 - 2.1 to use the Unit for the storage of Property and for no other reason, specifically no manufacturing, in accordance with this Agreement from the Commencement Date until this Agreement is terminated; and
 - 2.2 to have access to the Unit at any time during the access hours only for the purposes of depositing, removing, substituting or inspecting the Property and the Unit. No access to the Unit will be permitted for any other purposes outside access hours. We may change the access hours at any time on giving You not less than fourteen days advance warning of changes in access hours by notices on Site, but in the case of emergency, We reserve the right to change access hours to other reasonable access times without giving You any such prior notice.
 - 2.3 only You and persons authorised or accompanied by You will be allowed to have access to the Unit. Any such person is Your agent for whose actions You are responsible and liable to Us and to other users of Units on the Site. On commencement of this Agreement, You shall provide Us with satisfactory proof of identity for both Yourself and Your agents. This is in the form of a Passport or Driving Licence, plus a current utility bill. The store staff of the Site can advise on other acceptable forms of identification. We shall be entitled to take a copy of such proof and retain it on Our files. You may withdraw any authorisation at any time but the withdrawal will not be effective until We receive it in writing. When using the Site, We may ask for proof of identity from You or any other person at any time (although We are not obliged by this Agreement or otherwise to do so) for the purpose of crosschecking this with Our files. We may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. We may refuse You or Your agents access at any time if We reasonably consider that the safety of any person on the Site, or the security of the Unit or its contents, or other Units or their contents will be put at risk.
3. **No tenancy or exclusive possession of the Unit**

This Agreement shall not create a tenancy or constitute Us as bailees of Property and it shall not confer upon You any right to exclusive possession of the Unit or any alternative Unit specified under Clause 11.

Locks

4. You are responsible at all times for the safe custody of all Your keys or combination(s) to Your locks which You placed on the Unit. We will not be responsible for locking any unlocked Unit. You should not leave Your key with or permit access to Your Unit to any person other than Your own agent who is responsible to You and subject to Your control. You may only use one padlock to secure the Unit clasp; never multiple padlocks or any other form of lock.
- Our Rights to enter the Unit**
 5. You agree to allow Us and Our agents and contractors to enter the Unit and if necessary We may break the lock to gain entry:-
 - 5.1 if We give You not less than seven days' notice so that We may inspect the Unit or carry out repairs, maintenance and alterations to it or any other unit or part of the Site and You fail to grant Us access to the Unit when requested;
 - 5.2 at any time without notifying You-;
 - 5.2.1 if We reasonably believe that the Unit contains any items described in Clause 8 or is being used in breach of Clause 9 or such entry is effected incidental to the exercise of Our powers pursuant to Clause 17;
 - 5.2.2 If We are required to do so by the Police, Customs & Excise, Fire Services, Local Authority or by a Court Order;
 - 5.2.3 for any purpose, if We believe it is necessary in an emergency;
 - 5.2.4 to obtain access in accordance with Clauses 11 and 17;
 - 5.2.5 to prevent injury or damage to persons or Property; or
 - 5.2.6 if We reasonably consider that such entry is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or Property.
 - 5.3 where We have exercised Our rights to enter the Unit pursuant to Clauses 5.1 and 5.2 and in doing so We have broken Your lock, We will ensure that on Our leaving of the Unit, the Unit has been secured by means of a replacement lock for which You will be provided with the keys.

Ownership of the Property stored in the Unit

6. You confirm that throughout this Agreement, the Property in the Unit from time to time are Your own Property or that the person who owns or has an interest in them has given You irrevocable authority to store the Property in the Unit on the Terms and Conditions in this Agreement and that You act as a duly authorised agent of any such person. If Your confirmation is or becomes untrue, You shall reimburse Us an amount equal to any loss or damage suffered by Us as a result of Your confirmation regarding the true ownership of the Property being or becoming untrue, and Our damages shall include any loss, damage or expenses incurred by Us (including any reasonably incurred legal fees) arising from any claim, step or action taken by any person who owns or has an interest in the Property or claims to do so.

Our Right to refuse entry to the Unit for safety reasons

7. We reserve the right to refuse to permit You to store any Property or require You to collect any Property from the Unit if in Our reasonable opinion the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents would be put at risk by the storage or continued storage of any such Property.

Restrictions on the type of Property which can be stored in the Unit

8. You must not store (and You must not allow any other person to store) any of the following in the Unit:-
 - 8.1 food or perishable items unless securely packed so that they are protected from and do not attract vermin;
 - 8.2 plants, birds, fish, animals or any other living creatures;
 - 8.3 combustible or flammable materials, gasses or liquids such as paint, petrol, oil or cleaning solvents;
 - 8.4 firearms, explosives, weapons or ammunition;
 - 8.5 chemicals, radioactive materials, biological agents;
 - 8.6 toxic waste, asbestos or other materials of a potentially dangerous nature;
 - 8.7 any item which does or could emit any fumes, smell or odour;
 - 8.8 any illegal substances, illegal items or Property illegally obtained;
 - 8.9 compressed gases; or
 - 8.10 any bullion, coins, money and securities;
 - 8.11 antiques and fine art, jewellery and precious stones, unless specifically agreed with Us in writing, in advance of storing such Property in the Unit.

- Things You must not do**
9. You must not (and You must not allow any other person to):-
 - 9.1 use the Unit or do anything on the Site or in the Unit which may be a nuisance to Us or the users of any other Unit or any person on the Site;
 - 9.2 use the Unit as offices or living accommodation or as a home or business address, use the address of the Site or the Unit for receiving or sending mail, or use the address as Your company registered address;
 - 9.3 spray paint or do any mechanical work of any kind in the Unit;
 - 9.4 attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit;
 - 9.5 connect any electrical appliances to any power supply in the Unit or on the Site generally; any such actions must receive written approval from the Store. If approved, the appliance must have been tested in accordance with current legislation and a valid copy of the certificate is to be provided to the store manager at the Site;
 - 9.6 allow any liquid, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit;
 - 9.7 cause any damage to the Unit or any other Unit or the Site or its facilities or to the Property of Us or any other Unit users or other persons on the Site and if You cause any damage You must reimburse to Us the reasonable costs which We incur in making the necessary repairs or restoration. If however, in Our reasonable opinion, We consider that repair or restoration of the item would not be an effective way to remedy the damage caused, We will ask You to reimburse to Us the costs of such replacement. Specifically damage to gates, roller shutters, bollards or any other items. Such reimbursement will be sought through legal proceedings if not reasonably resolved. Please note that if this Agreement terminates and if at the Termination Date You have not reimbursed to Us Our reasonable costs of repair, restoration or replacement (whichever is the most appropriate in the circumstances), We shall be entitled to withhold from any Deposit which You have paid to Us such repair, restoration or replacement costs which We consider are reasonable, in accordance with Clause 13.1;
 - 9.8 leave anything, particularly rubbish or unwanted items, in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Site; You must at all times exercise courtesy to others and reasonable care for Your own safety and that of others in using these areas;
 - 9.9 connect or provide any utilities or services to the Unit.
- Things You must do**
10. You must (and You shall procure that Your agents must):-
 - 10.1 use reasonable care when on the Site or in the Unit and take all reasonable care in respect of the Unit, the Site, and the Property of Us or any other Unit users or other persons on the Site;
 - 10.2 refrigeration equipment should be defrosted and along with washing machines, left dry and with the door open to allow for ventilation and prevent mould;
 - 10.2.1 all mechanical equipment such as motorbikes, cars or lawnmowers must be cleaned and drained of petrol or oil and garden furniture must be clean and dry, before storing;
 - 10.3 inform Us immediately of:
 - 10.3.1 any change to Your personal details, specifically address, email (electronic mail) address or telephone numbers;
 - 10.3.2 damage or defect to the Unit;
 - 10.4 act in a socially responsible manner and observe all reasonable rules and regulations regarding Your conduct of the Site, the safety and security of the Unit and Site, Fire Regulations, Health & Safety notices, Prohibited Property notices and any other notices issued by Us and / or posted at prominent locations on the Site from time to time or to which You may be directed while on Site by any of Our employees, agents or contractors.
 - 10.5 If You propose to store alcoholic beverages at the Site, You must declare this to us in advance and provide Us with a copy of a valid personal alcohol storage licence issued by the appropriate body entitling You to undertake such activities at the Site. Should You require assistance from Us to obtain such personal alcohol storage licence before undertaking such activity, You shall pay Us all reasonable administration fees incurred by us in providing any necessary assistance to enable your application to succeed.
 - 10.6 At no time during the Term shall you offer any alcohol for sale from the Site.
- Exceptional situations necessitating the removal of Your Property to an alternative Unit or Site**
11. We may at any time by giving You seven days' written notice require You to remove the Property from the Unit to another unit specified by Us which shall not be smaller than the current Unit.
- Where We have requested You to move to another Unit, You should provide Us with a statement of the anticipated costs, which You will incur in removing the Property to another Unit, in advance of doing so, and provided that these are reasonable, We will either pay these costs, on Your behalf, directly to such third party as You may instruct to move the Property to the other Unit or at Your option, We will pay to You an amount equal to such costs or arrange removals on Your behalf. If You do not wish to move to another Unit and continue with this Agreement, You may serve notice on Us to terminate the Agreement in accordance with Clause 23.2.
- 11.1 if We have asked You to move to an alternative Unit under Clause 11, and You have failed to move the Property when required to do so or in the case of an emergency when We may require Property to be moved without giving You any notice, You will allow Us to move the Property to any other Unit at the Site or, in extreme cases, where it is not reasonably possible or practicable to identify another Unit at the Site, to the nearest available site at Our own cost. We will use all reasonable efforts to ensure that any disruption to You is kept to a minimum.
 - 11.2 if We have moved Your Property under Clause 11.1 either because You have failed to move all of them when required to do so, or in the event of an emergency, We will not acquire any interest in or right to Your Property or otherwise be responsible for the Property which will be held by Us at Your risk. We will not be liable to You for any damage to any lock which We remove pursuant to Clause 11.1, nor for the cost of its replacement, nor for any loss or damage to the Property, unless We have wilfully or negligently caused such loss or damage.
 - 11.3 if the Property is moved to an alternative Unit, this Agreement will be varied by the substitution of the alternative Unit number but shall otherwise continue in full force and effect Our Fees at the rate set out in the Storage Agreement will continue to apply to Your use of the alternative Unit and We will continue to collect the total Insurance Costs and Our Fees for arranging and administering any insurance arranged and administered by Us in connection with this Agreement.
- Your Payment Obligations**
12. On signature of this Agreement, You must pay Us:-
 - 12.1 Our Fees for the minimum period of storage; and
 - 12.2 where, acting reasonably, We have requested You to pay a deposit to Us, The Deposit.
 - 12.3 following signature of this Agreement, You must pay Our Fees on the Due Date.
- Return of Monies**
13. In the event that, on commencement of this Agreement, You have paid to Us the Deposit, this will be returned to You (without interest) after this Agreement terminates less any amount We may reasonably deduct to cover:-
 - 13.1 any breach of Clause 9.7;
 - 13.2 any of Our Fees (together with administrative charges due under Clause 14, 15 and 17) which have not been paid or any unpaid removal or other charges, such as alarm activations or removal of waste etc;
 - 13.3 any other obligation to Us that You have not performed.
 - 13.4 where, upon termination of the Storage Agreement there are any monies owed by Us under this Agreement, We will refund the sum due, by cheque, to the account/ card holder of the bank/building society account or credit/ debit card from where such payments were authorised; and where monies are paid on behalf of a company the money will be payable to the company; unless otherwise notified in writing by the account / card holder.
- Our Right to alter Our Fees**
14. We may alter Our Fees at any time by giving You written notice and the new Fees shall take effect on the first Due Date occurring not less than four weeks after the date of Our notice. If You do not agree with the level of the new Fees under this Agreement, You may serve notice on Us to terminate the Agreement in accordance with Clause 23.2.
- Late payment / non-payment of Our Fees**
15. The prompt payment of each and every sum whether invoiced or not, owing from You to Us from time to time under this Agreement ("Your Debt") is an extremely important part of this Agreement, and if You fail to pay any sum owing under this Agreement on the Due Date for such sum, We shall seek to recover the outstanding sums owed by You to Us together with;
 - 15.1 an administrative charge for late payment of the rental fees which is either 12.5% of the full rental charge without reduction for any discount currently in place, or £12 whichever sum is greater.
 - 15.2 we may immediately, without notice to You, withdraw any further discounts, or financial benefits or business services (where appropriate) agreed to be granted by Us to You;

- 15.3 if payment is not forthcoming Your agreement may be terminated and a further £100 administration charge and £20.00 collection charge will be added to your account.
- 15.4 we are entitled to continue to charge You, and You shall pay Us, fees and charges at the same rates as under this Agreement from the date Your Debt becomes due until payment is made in full or the Property is sold or disposed of, see Clause 17.
- 15.5 in addition to Our rights to recover payment of Your Debt pursuant to Clause 15 (and the sums referred to in that Clause) We may also terminate this Agreement under Clause 23.
- 15.6 additionally, on any occasion when a cheque is dishonoured, at Our option You must pay Us an administrative charge of £8, or where You request a cheque to be cancelled £12.
- Our Duties to You in the event of late payment / non-payment**
16. In default of Prompt Payment of Your Debt:-
- 16.1 We are relieved of any duty howsoever arising in respect of the Property, except for any loss or damage to the Property caused willfully or negligently by Us and Our agents and contractors; and
- 16.1.1 the Property is held solely at Your risk and will continue to be at Our risk even where the rights described below in Clause 17.4 are exercised.
- Our Rights to sell-off Property to recover payment**
17. In default of Prompt Payment of Your Debt, We shall be entitled to:-
- 17.1 keep hold of some or all of Your Property until We have received payment in full of all the charges You owe Us and You shall pay Us fees and charges at the same rates as under this Agreement or if this Agreement has been terminated at the rate payable immediately prior to termination, see Clause 15.4. If You pay Us by cheque, We shall not be considered to have received payment, until the cheque has been paid by Your bank; or
- 17.1.1 exercise immediately the rights described below in Clause 17.4 and sell such of Your Property as is necessary for Us to recover payment of Your Debt in full.
- 17.2 if We decide to exercise either of Our rights set out in Clause 17, You authorise Us:-
- 17.2.1 to refuse You and Your agents access to the Property, the Unit and the Site;
- 17.2.2 to enter the Unit and if necessary break Your lock to gain entry;
- 17.2.3 to secure the Unit with Our own lock in addition to or as an alternative to Your lock;
- 17.2.4 to remove and retain the Property; and
- 17.2.5 to ultimately dispose of some or all of the Property in accordance with Clause 17.4.
- 17.3 before We sell the Property, We will give You notice in writing by registered or signed for delivery or email communication at Your address on the Storage Agreement or any address in England and Wales notified by You to Us in writing prior to Our notice, specifying the amount of Your Debt, administration & collection costs at the date of the notice and directing You to pay. If payment is not made within seven days after the date of the notice, We will sell the Property. We will not give You any further notice of any intended sale.
- 17.4 we will sell the Property by the best method(s) reasonably available to achieve the best selling price reasonably obtainable in the open market, taking into account the costs of sale and administrative charges relating to the debt collection and auction / disposal of Your Property.
- 17.5 we will use the proceeds of the sale to pay first the costs incurred by Us in the sale of the Property, administration costs etc from Clause 17.4.
- 17.6 any balance will be held for You. Interest will not accrue to You on the balance.
- 17.7 if the proceeds of sale are insufficient to discharge the costs of sale incurred by Us and Your Debt without deduction, You must pay any balance outstanding to Us within seven days of a written demand from Us which will set out the balance remaining due to Us after the net proceeds of sale have been credited to You.
- 17.8 if the Property cannot be sold for a reasonable price or at all (for any reason whatsoever), or despite Our efforts they remain unsold, You authorise Us to treat them as abandoned by You and to destroy or otherwise dispose of them at Your cost.
- 17.9 the terms of this Clause are additional to and without prejudice to all or any rights You or We may have at common law or otherwise.
- Your obligation to check the suitability of the Unit**
18. Because the nature and type of Property being stored by You from time to time is within Your discretion (subject to Clause 8 and 9) You must ensure that the Unit is suitable for the storage of the Property that You store or intend to store in it. We do not promise to You or otherwise represent that any Unit allocated to You is a suitable place or means of storage for any particular Property. We strongly advise You to inspect the Unit before storing Your Property in the Unit and from time to time throughout the period of this Agreement.
- 18.1 Unit sizes are approximate only and supplied to You for information purposes. You have been given an opportunity to inspect the Unit prior to entering into this Agreement and You have agreed to Our Fees associated with the Unit.
- Insurance of the Property**
19. We do not insure the Property.
- 19.1 storage of the Property in the Unit is at Your sole risk.
- 19.1.1 the Property is stored at the sole risk and responsibility of You who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Property caused by Normal Perils. Normal Perils shall be defined as loss of or damage to the Property caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting and/or leaking pipes, ingress of water or other liquid substance, moth, insect and vermin, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, terrorism, malicious damage, and impact by vehicles;
- 19.1.2 We exclude all liability in respect of (a) loss or damage to Your business, if any, including consequential loss, lost profits or business interruption; (b) loss of or damage to the Property or any claim for return of the Storage Fees except where this results from Our negligence or breach of contract, in which case Our liability to You will be limited to the sum of One Hundred Pounds (£100) in total.
- 19.2 You promise and assure Us:-
- 19.2.1 that prior to bringing the Property onto the Site You have insured or will insure the Property against all Normal Perils, as stated in Clause 19.1.1 and provide proof of said cover under a valid contract of insurance with a reputable insurance company for their full replacement value and will not cause or allow that insurance cover to lapse whilst the Property or any of them remain on the Site;
- 19.2.2 the insurance cover will not be for a sum which is lower than the true replacement value of the Property stored in the Unit from time to time, and if You use your own insurance provider you must supply the store manager at the Site with a letter from the provider, outlining the insured value.
- 19.3 if You do not comply by providing proof of Your own insurance after reasonable requests by Us, We will apply a charge to Your account relative to the value stated on the Storage Agreement.
- 19.4 We do not give any advice concerning such insurance and it is for You to make Your own judgement whether such insurance is appropriate to cover the Property and risks to them.
- Our general liability to You**
20. Subject to any exceptions set out in the Agreement:-
- 20.1 our entire liability to You under this Agreement (including as a result of Our breach of this Agreement and/or negligence by Us, Our agents and/or employees), shall not exceed the true total replacement value of the Property set out in the Storage Agreement.
- 20.2 in addition to Clause 20.1, You should note that We exclude all liability to You in respect of:-
- 20.2.1 loss or damage relating to Your business, if any, including but not limited to, lost profits, business interruption, loss of goodwill or reputation, and loss of future profits or business, regardless as to how such loss or damage was caused;
- 20.2.2 loss or damage to the Property which does not arise as a direct consequence of any breach of this Agreement by Us or any deliberate or negligent act or omission on Our part; and/or
- 20.2.3 loss or damage to the Property which was not reasonably foreseeable at the date of entering into this Agreement, regardless as to how such loss or damage was caused.
- 20.3 You promise and assure Us that:-
- 20.3.1 You have confirmed by signing the Storage Agreement the true total replacement value of all the Property;
- 20.3.2 the aggregate value of the Property stored in the Unit from time to time will not exceed that value, unless specifically agreed otherwise with Us; and
- 20.3.3 this promise/assurance is repeated by You to Us at each Due Date.
- 20.4 We do not exclude liability for physical injury to or the death of any person and which is a direct result of Our negligence or wilful default or that of Our agents and/or employees.
- Your general liability to Us**
21. You will reimburse Us an amount equal to all claims, demands, liabilities, damages, costs and expenses incurred by Us or by any of Our servants, or agents or which We have incurred towards other unit users or persons on the Site as a result of any improper

or unauthorised use of the Unit or the Site by You or any of Your servants, agents or invitees or which arise out of Your negligence or the breach of this Agreement by You.

Circumstances beyond Our Control

22. In the event of circumstances which are outside Our reasonable control and their consequences, We do not agree and are not obliged by this Agreement to maintain the safety or security of the Property, the Unit or the Site in order to keep the Property free from damage or loss. We shall not have any liability under or be deemed to be in breach of this Agreement for any delay or failure in performance of this Agreement which results from circumstances beyond our reasonable control. Such circumstances include any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, shortage of labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard, or entry into any Unit including the Unit or the Site, or arrest or seizure or confiscation of Property, by competent authorities.

Termination

23. This Agreement shall expire on the Termination Date at any time as described in Clause 23.1
- 23.1 either You or We may terminate this Agreement:-
- 23.2 by giving not less than seven days written notice to the other, termination will take effect from that date, which shall be the Termination Date; or
- 23.3 immediately by giving written notice to the other if the other party commits a serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed within fourteen days from the date the notice was served to remedy the breach. The Termination Date shall be the date the notice is effectively served by one party or the other in accordance with Clause 27.7
- 23.4 notwithstanding the seven day notice period required to terminate this Agreement under Clause 23.2, You may terminate this Agreement on giving Us less than 7 days' notice of Your intention to do so. You will incur a rental charge for the remaining days (up to a maximum of 7 days' notice; this does not include service or other charges). This applies when you wish to move out of Your current Unit and downsize to a smaller one.
- 23.5 the Termination Date is deemed to be the date Your Property is fully removed from the Unit/space, Your padlock is removed and You have notified store staff of Your actions; You must obtain from store staff, confirmation that they have acknowledged Your action either in email, writing or if verbally that You take the staff members name, the time and date of the call for future reference.

Consequences of Termination

24. Immediately on the Termination Date, You must remove all Property (including the Property) from the Unit and leave the Unit clean and tidy and in the same condition as at the Commencement Date. If You do not do so, You shall pay Our reasonable costs of cleaning the Unit or disposing of any property (including the Property) or rubbish left in the Unit or on the Site. In default of Prompt Payment of Our Fees and any payments due to Us under this Agreement, We are relieved of any duty howsoever arising in respect of the Property and they are held solely at Your risk, except where any loss or damage to the Property is caused willfully or negligently by Us and Our agents and contractors. We may treat Property remaining in the Unit after the Termination Date as abandoned and may dispose of them in accordance with Clause 17 and those clauses relevant within.
- 24.1 where this Agreement has terminated and You have paid more of Our Fees and charges than are due at the Termination Date, We will refund the balance to You after deduction of any payments due to Us under the provisions of this Agreement (including but not limited to any payments due to Us under Clause 9.7) as if the balance were a Deposit under Clause 13. No interest will accrue on any money held by Us for You. Where any payments are still outstanding from You, You must pay Us in full including any outstanding rental, insurance and/or administration charges before We will release the Property to You.

Your duty to inspect the Property on removal from the Unit

25. You agree to examine the Property carefully upon removing it from the Unit and You must notify Us at the time of discovery of the loss of or damage to Your Property or at the time of removal of Your Property from the Unit, whichever is the soonest. Any delay in reporting losses or damages to Property to Us could make it more difficult for Us to deal with Your claim.

Our use of Your personal information

26. You acknowledge that We may wish to use the information given by You, including Your personal information, for marketing and other purposes and/or to pass this information on to other carefully selected third parties whose property or services We believe may be of interest to You. For more information on how We use and store your data please visit www.accessstorage.com/about-us/privacy-policy where you will find Our Privacy Notice.

General Provisions

27. Any delay by Us in exercising or failure to exercise any of Our rights under this Agreement will not affect Our rights or be a waiver of those rights, nor will any partial exercise of any right exclude a further exercise of that right.
- 27.1 every provision in this Agreement is severable and distinct from every other provision and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected in any way.
- 27.2 we intend to rely upon the written Terms and Conditions contained within this Agreement. You should not rely upon any promises, representations, or claims made by any of Our employees, agents or contractors which are not also contained within this Agreement. Any changes to this Agreement which are agreed between Us and You must be recorded in writing and it is Our practice to ensure that such documents are signed on Our behalf by one of Our directors.
- 27.3. You may not assign any of Your rights under this Agreement or part with possession of the Unit or Property whilst they are on the Site to any other person, firm or company. Should You do so or attempt to do so, this will be treated as a serious breach of the Agreement under Clause 23.3.
- 27.4. You agree that it is not the intent of this Agreement to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 27.5 This Agreement shall be governed by English Law and You and We submit to the exclusive jurisdiction of the English courts.
- 27.6 where You are two or more persons Your obligations under this Agreement shall be joint and separate obligations.
- 27.7 any notice given under this Agreement must be in writing and may be served by personal delivery to the person notified or its address or by pre-paid post or by electronic mail. Your address for service of notices shall be Your address written in the Storage Agreement or any other address in England and Wales which You have previously notified to Us in writing. Any notice to You will also be sent to any owner (whether sole, joint, or co-owners) the name and address of whom We have been previously notified by You. Any notice to Us must be sent to Our address set out in the Storage Agreement. A notice will be deemed to have been served at the time of personal delivery or fortyeight hours after it has been placed in the post.
- 27.8 before taking any court proceedings for anything arising out of this Agreement (apart from emergency court proceedings), the parties may decide to attempt to resolve the matter informally, in which case the complaining party should inform the other person in writing of the dispute in as much detail as possible and You and We may agree to try informal conciliation. If the dispute cannot be resolved informally within a reasonable period of time, You and We may agree to use the Centre for Effective Dispute Resolution to try to resolve the dispute amicably by using a recognised alternative dispute resolution procedure before taking any other step. If the dispute is not resolved to mutual satisfaction within a reasonable period of time, You or We can submit the dispute to the Court. This Clause does not prevent or otherwise restrict either You or Us from referring any dispute between Us directly to the Court without first having tried to resolve the matter informally, nor does it affect the right of either You or Us to terminate this Agreement.

Head Office / Customer Services

Access Self Storage
93 Park Lane
London
W1K 7TB

0808 278 2710

customerservices@accessstorage.com

Additional conditions regarding your stay

Cardholder authorisation for payment of Storage Fees

Access Storage Responsibilities to You

- Process payments from card details provided by You at move-in or via the Access Storage online portal;
- Debit the periodic storage fee, VAT, other charges and insurance as shown on the Storage Agreement. This will be subject to clauses 14, 15 & 17 of the Terms & Conditions;
- When the discount period stops, the due rental (and where appropriate insurance) will revert to the standard rate as shown in Your Storage Agreement;
- If Your payment fails, we will re-attempt to process it until successful;
- We will keep all payment information provided by You private and confidential and we will not use it for any other purpose other than those specified within Cardholder authorisation. For further information please visit www.accessstorage.com/about-Us/privacy-policy.

Your Responsibilities to Access Storage

- To ensure the card details You provide for payment under the Storage Agreement are either Yours or that You have appropriate authorisation to provide them;
- To ensure sufficient funds are available in Your nominated account to cover all sums due under the Storage Agreement from time to time;
- To advise Us if the account You have nominated to debit the storage fees from is to be transferred or closed, and provide alternative account details forthwith;
- To provide an alternative payment method forthwith if the Cardholder authorisation is cancelled by You; by Your bank; by Us Subject to Clauses 14, 15 & 17 of the Terms & Conditions; or for any other reason.
- This authorisation remains in effect for the term of the Storage Agreement or until You cancel Your authorisation (by notifying Us in writing that You no longer wish to pay by credit/debit card). If this authorisation is used to waive the security deposit and is subsequently cancelled, then a deposit must be paid to Us and a new Storage Agreement entered into where applicable.

Moving in

Things you cannot store

For the safety of all customers and their Property, the following cannot be stored:

- Explosives, gas canisters, firearms or ammunitions
- Hazardous, toxic or radioactive materials, and aerosol cans
- Pollutants, contaminated items or waste
- Illegal items, cash or securities
- Perishable items, live animals or plants
- Very precious or high value items, unless already agreed with us in writing

For full details of the things you cannot store please refer to Clause 8 of the Terms and Conditions.

Please also ensure that any fuel tanks (e.g. lawnmowers or cars), are fully drained. Refrigeration equipment should be defrosted, and along with washing machines, left dry, and with the door open to allow air circulation and prevent mould.

Activities which are not acceptable within the store

To ensure the safety and wellbeing of all our customers, please observe the following codes of conduct within your unit and the store:

- Smoking is strictly forbidden in all areas of the store
 - Eating and drinking is not permitted within the storage areas. Water can be obtained and consumed within reception during reception open hours
 - Animals of any kind are prohibited, with the exception of guide dogs for the blind and hearing dogs for deaf people. Any other animal brought on site must be kept in the customer's vehicle at all times
 - Children should not be left unattended in any part of the facility
- Please ensure you lock your unit door with your padlock whenever you leave your unit unattended temporarily and when leaving, in accordance with Clause 4 of the Terms and Conditions.

Behaving considerately

We ask that you show consideration and respect to other storers and members of staff:

- Please do not block corridors and stairwells
- Do not obstruct the doors of the lifts to prevent them closing
- Please park in the designated areas and allow reasonable space for fellow customers
- Return trolleys to the areas provided
- Minimise noise levels

- Do not dispose of your waste on site. In some cases the store may be able to arrange the removal of waste including pallets. Please enquire with your store team for specific details

Reception opening hours

Our reception hours are generally:

Monday – Friday	8.30am – 6.00pm
Saturday	8.30am – 5.00pm
Sunday	10.00am – 4.00pm

These times can vary from store to store, Public Holidays, specified days, or due to trading restrictions. Please therefore confirm exact times with your store.

When the store reception is open, please ensure that you sign-in and sign-out in the book provided each time you visit, so that the store team are aware of who is in the building and fire regulations are complied with.

Entry and exit barriers

- Barriers are PIN code operated
- Pedestrian customers should not walk under barriers when raised
- Motorists should drive through the barriers in a timely fashion and not halt underneath
- Should your way be blocked, please remain behind the barrier until it is clear to pass through. Re-enter your code if necessary to reactivate the barrier
- Once on site, drivers should observe a safe speed limit
- Do not tailgate, always enter your code

CCTV

All Access stores and premises have CCTV, smoke and intruder alarms for the added security of you and your belongings. All security systems are in place 24 hours a day, 7 days a week.

Parking

Many of our stores offer account parking as well as areas for visitors and loading / unloading. Please park in the designated areas with consideration for other customers. Parking on store premises is only allowed whilst visiting your unit or reception, unless a parking contract has been arranged.

PIN code entry procedure

At move in you will be given instructions on how to access the store. Your expected frequency of visits will allow staff to explain the procedure to follow and what responsibilities you and your users have. It is important to note that if these procedures are not followed at any time, you may be charged for false alarm activations on your unit.

Always use your PIN code to enter the site, as this provides information of who is on site in case of an emergency. It also controls your unit's alarm, where applicable.

When entering the store premises, either in or out of reception hours, please follow the procedure below. The security keypad may be located at the entry gate, reception or shutter:

- Press *
- Enter your 8-digit pin code
- Press #

The gate will automatically open once the correct PIN code has been entered, and will close immediately behind you.

Never follow another driver through the gate without entering your PIN code as this will have serious consequences to the security of your unit or work space.

Please ensure that you do not allow access to unauthorised persons.

Points to remember

- Please ensure you are not parked obstructing gates, shutters or the sensors as blocking or holding gates and doors open may result in the activation of an alarm and a member of the security team attending site. Should this occur, we reserve the right to recover the cost of the call out from you
- Any damage caused by blocking sensors, gates or shutters even unintentionally will incur costs against you for the repair – see Clauses 9.7 and 21 of the full Terms and Conditions
- Alarms will also be activated by leaving the building via any unauthorised exits such as a Fire Door (in non-emergency situations), or by failing to enter the PIN code at an entry keypad
- Please keep your unit door open when you are in your room so that the alarm does not re-set
- As the customer, it is your responsibility to ensure that your PIN code is kept secure and you hold correct details of both your unit number and PIN code prior to visiting the store
- Your unit number and PIN code cannot be provided by staff who answer the out of hours calls, and you will therefore be unable to enter the store out of reception open hours without your PIN code

Additional conditions regarding your stay

- If you forget or lose any of these details, please visit your store's reception, or contact a member of store staff during reception hours
- Under exceptional circumstances, the out of hours call centre may be suspended for technical, security or safety reasons. This service is provided free of charge, and as such, you will not be entitled to compensation or refund
- Lock the unit door correctly and always reset your unit alarm when leaving the store, by re-entering your PIN code at the exit gate
- A charge may be applied to the account of any customer who unnecessarily activates an alarm resulting in a call-out, or staff investigation, out of or during reception hours
- The PFI alarm cover maybe withdrawn fully if you or your agent / representative(s) fail to comply with our procedures. Notification will be sent to you at the known address provided by you

24 hour access

Access Self Storage does not offer unrestricted 24 hour access to all our stores, however we can make occasional exceptions on an individual basis with the Store Managers discretion. Our extended/24-hour access policy is governed by our Terms and Conditions, and can be suspended with immediate effect at any time.

Emergency assistance

In the event of an emergency, a help phone is located in the lift lobbies on all floors. In addition, an intercom on the outside of the main gate with instructions on how to contact our out of hours call centre. There is a sign on the help phone and in the lift which states your storage location and gives a store number for ease of identification.

If you are unclear on the location / operation of these devices please visit reception and a store team member will demonstrate them to you. Access staff are only available for the opening times stated at each store location. In particular stores with 24 hour / extended access have no store staff available outside of these hours.

The help phone or intercom provided is for calling reception during office hours or the out of hours call centre and not the Emergency Services. Situations such as forgotten PIN codes, non payment, over locked units, or if you are unable to enter the compound due to mechanical failure, cannot be answered. The issue will be resolved by store reception during normal working hours.

If an intercom phone is not available, please contact your store team in reception.

It is advisable that every customer carries a mobile phone with them outside office hours.

Fire precautions

When you move in, the store team will show you the evacuation procedure and nearest route from your unit to the Assembly Point.

- Please familiarise yourself with the fire procedure signage within the store
- Please do not block fire exits with trolleys or property and be as thoughtful as possible within corridors with any property you are manoeuvring
- Should you wish to be better informed regarding fire exits in the building, a member of your store team will be pleased to demonstrate the shortest fire escape route from your unit

Fire emergency procedures

Please take the following actions upon discovering a fire:

- Immediately operate the nearest alarm by breaking the glass
- Do not attack the fire other than to aid evacuation. Use only the appliances provided for the particular type of fire
- Evacuate the building as detailed below
- Inform the Fire Brigade by dialing 999 and provide the store address which is located on signs near entry and exit points

Upon hearing the fire alarm:

- Evacuate the building using the nearest route
- Do not use the lifts, but follow the Fire Exit signs which are clearly displayed throughout the building
- Assemble at the designated Assembly Point as described on the Fire Action notices and wait for a roll call based on the visitors signing in / out log, or the Fire Brigade's arrival
- Do not leave the Assembly Point as this may cause concern that you are trapped in the building
- Do not re-enter the building until the Fire Officer has given the all clear

Lifts and their use

- In the unlikely event of lift malfunction, please follow the procedures outlined on the wall of the lift car to summon help
- Please refrain from placing items in the path of the lift doors to hold them open. Should you require the lift to be held open for a lengthy period, please arrange this with a member of your Access store team
- Lifts are NOT to be used in emergency evacuation of the building

Lighting

Lighting is either controlled by the store team or by sensors. Should the lights dim whilst you are in your unit, simply return to the corridor to reactivate the sensor.

First Aid

A first aid box is kept within the facility. Please contact the store team if required.

Trolleys and moving property

Trolleys are for use by all customers and please therefore use them with consideration.

- Return trolleys to the areas provided and do not leave them in your unit
- Do not overload trolleys, ride them, or allow children to operate them
- Do not use pallet trucks unless you have been shown how
- Exercise good common sense and consideration when stacking or manoeuvring items. Access Self Storage will accept no responsibility for injury caused by unsafe actions on the part of customers, or damage to property.

Support for customers and visitors with disabilities

Customers with a disability are asked to make this fact known to the store team, to ensure we provide safe access in and around the store. The Store Manager will arrange for a review to take place, and for all procedures to be explained.

Please provide a minimum of 24 hours notice for disabled customers or customers with disabled visitors who wish to use the 24 hour facility.

Reporting suspicious activity or damage

If you are concerned by any activity that appears to be suspicious please notify the store staff immediately. Outside of reception hours, use the emergency telephones located throughout the store to call our out of hours call centre.

Recovery of costs

We reserve the right to recover any costs associated with damage caused by you or anyone authorised by you (including removal companies and couriers), while using the store.

During your stay

Change of personal details

If any of your personal details change whilst you are storing with us please advise us immediately in writing / by email. We need to be able to contact you always. These include:

- Your home / mailing address
- Home and mobile telephone numbers
- Your next of kin contact

Change of payment details

If you wish to change your payment details you will need to advise us in writing / by email. Your payment plan will determine the information you are required to provide and if you are required to attend the store, therefore please contact your store team for details.

Change of insured Property's value

Should you add or remove items to / from your storage unit, the value of insurance cover required may change. As insurance is a requirement of storing with Access, please advise us immediately of any changes and we will issue you confirmation of insurance by letter where appropriate.

Change of space required

If you require an additional unit, or want to up or down size, this can be easily arranged (subject to unit availability). Please contact your store team for details.

Additional conditions regarding your stay

Additional services

Please be aware that all services may be subject to a reasonable charge. Your store team will be able to advise you of specific details.

Forklifting

Customers are not permitted to operate the store's forklift. If you require this service, please contact your store team in advance to arrange for a trained operator to move your property.

Collection and deliveries

Access prefer if you are able to oversee your own collection and deliveries, however we appreciate this is not always possible. If you require our store team to accept deliveries or collections on your behalf, this can be arranged with prior notice and on completion of a delivery acceptance form that includes our Terms and Conditions. Deliveries will be accepted on a 'no liability' basis and to named customers only.

Office services

Scanning and photocopying are available in reception and may be subject to a charge.

Use of electricity

Electrical items are not to be plugged into any power supply in or outside of the unit unless prior permission is gained, as detailed in Clause 9.5 of the Terms and Conditions.

Moving out

- You are requested to give us 7 days' notice in writing / email. If you are unable to give us 7 days' notice you will be charged for the days remaining (up to a maximum of 7 days) This applies when you wish to move out of your current unit and downsize to a smaller one.
- Move outs can only be processed during office hours
- On moving out you are requested to remove your padlock, leave your unit clean and tidy with any possessions and rubbish removed. Please recycle rubbish where possible.
- You will receive a refund for any unused rental period providing there are no outstanding charges. Please inform us if your mailing address changes from that shown on your Storage Agreement, so that any monies can be returned to the correct address, or via the bank if you pay by Direct Debit.

**For more information,
visit [AccessStorage.com](https://www.accessstorage.com)
or call our helpdesk on
0800 122 522**

Head office:

Access Self Storage, 93 Park Lane, London W1K 7TB

TC0621

From: Gareth Hughes
Sent: 12 January 2022 16:57
To: Overton Adrian: H&F; Dimitriou Maria: H&F
Subject: 21 Effie Road
Importance: High

Dear Maria/Adrian

Please find attached our case summary and broad submissions for the committee members and we would be grateful if this could be placed before them prior to the hearing. This is essentially the core of our submissions for tomorrow evening.

Kind regards

Gareth

Gareth Hughes, Partner
Keystone Law

**LONDON BOROUGH OF HAMMERSMITH AND FULHAM
LICENSING SUBCOMMITTEE
HEARING – 13TH JANUARY 2022**

**APPLICATION FOR A PREMISES LICENCE BY MR AARAT PATEL
ACCESS AND STORAGE FACILITY UNIT 4225 AT 21 EFFIE ROAD, FULHAM, LONDON,
SW6 1EN**

LICENSING ACT 2003

CASE SUMMARY

Introduction

1. This Case Summary is lodged on behalf of the following persons who made written representations on an application by Mr Aarat Patel (“the Applicant”) for a premises licence in respect of a lockup unit number 4224 access and storage at 21 Effie Road, London, SW6 1EN. All residents live in Barclay Road immediately adjacent to the premises site:

Claire Harris ● Barclay Road

Sally Bagot ● Barclay Road

Alexander Hare ● Barclay Road

Adrian Murray ● Barclay Road

Mary Ferguson ● Barclay Road

Anne Tarrasse ● Barclay Road

Roland Wells ● Barclay Road

Paul Whitehouse ● Barclay Road

Tanya Kandel ● Barclay Road

Jasmine Broadfield – [REDACTED] Barclay Road

F Stratton – [REDACTED] Barclay Road

Kira Taylor – [REDACTED] Barclay Road

Laura Kennedy [REDACTED] Barclay Road

Thomas Railhac – [REDACTED] Barclay Road

Phillipa Hawkins [REDACTED] Barclay Road

Fleur Collyer– [REDACTED] Barclay Road

Florian Haerb [REDACTED] Barclay Road

Adrian Dear – [REDACTED] Barclay Road

Charlotte Dexter– [REDACTED] Barclay Road

The above are also supported by Martin Band [REDACTED] Barclay Road (representation late by one day).

Overview

2. All of the abovenamed live in very close proximity to the application site – in fact, the majority live only a few metres away from the entrance to the access and storage facility where bicycles, motorbikes, vans and other vehicles will be stopping to pick up alcohol from the unit. They will be referred to collectively in this Case Summary as “the Residents”.
3. A Google Earth view of the site is attached herewith which shows all the houses in Barclay Road adjacent to the application site and will demonstrate that many of the houses from which complaints have arisen, have bedroom windows at the rear which face on directly to the application site and are therefore most vulnerable to noise and disturbance particularly during later hours.
4. The Residents’ principal concerns go to the sheer scale of the Applicant’s proposals from such a tiny unit which, if permitted, will inevitably have a substantial adverse impact on their residential amenity. All of the representations submitted from the Residents as well as those from Charlotte Dexter and Gareth Hughes in a written statement previously served on the council, set out the problems that are anticipated.

5. The Courts have long recognised the rights of householders to the quiet enjoyment of their homes, now found in Article 8 of the European Convention on Human Rights. In Hampstead & Garden Properties v Diomedous [1968], Mr Justice Megarry was dealing with music from a restaurant but he said –

“It is the home rather than the meal table which must prevail. A home in which sleep is possible is a necessity whereas loud music as an accompaniment is for those who enjoy it, a luxury.”

6. The Judge’s comment is no less pertinent to the loud noise and disturbance proposed throughout the day caused by vehicles, motorbikes, electric vehicles and drivers talking and shouting whilst they wait for goods to be delivered to them from the lockup unit. The Residents here have an entitlement to live in their homes without sleep disruption caused by a very substantial increase in activities taking place at the rear of their premises and proposed to run through the most sensitive hours of the evening particularly from midnight until 7.00am when most people and particularly children are sleeping. The very business model of the Applicant, is based upon very late hours trading given that those who are in need of a bottle of wine or whiskey or beer at 2.00 or 3.00 or 4.00 in the morning, are unlikely to be able to buy such alcohol from any local stores.
7. Letters or emails from some of the most affected Residents are contained within the committee report. Having regard to the sheer proximity of the lockup unit and the proposed hours and to the obvious vulnerability of their houses and gardens to noise nuisance from this site, they suggest that it is utterly unrealistic to expect activity of this kind and on the scale proposed in the Applicant’s operating schedule to take place without undermining the “prevention of public nuisance” licensing objective. There are also concerns set out with regard to the crime and disorder objective and public safety relating to all the comings and goings from this site 24 hours a day.

Location Plan

8. A location plan is set out within the committee papers at page 35 and again, in support of the Google Earth photograph, it is quite clear that many of the houses on Barclay Road are just a few metres away from the proposed site.

The Cumulative Impact Policy

9. The Committee will be invited to consider cumulative impact on the area as a result of this new proposal. Whilst it is noted that the cumulative impact policy which has pertained in the Fulham Broadway area and has covered Effie Road and Barclay Road for many years is for the time being under review, it is submitted that all the conditions which led to the implementation of a cumulative impact policy still exist in this area. The renewal of the cumulative impact policy has not taken place at this time because of the inability of the Council to gather vital supporting evidence during the pandemic in 2020 and 2021 and the resultant lockdown of almost the entire hospitality sector. In line with many licensing authorities, it is held in abeyance until such time as the hospitality sector reverts to normal operations. However, whilst we invite the Committee still to consider its policy in this respect and the fact that the underlying causes have not gone away, the licensing policy does allow the issue of cumulative impact to be raised in any event, regardless of the existence of a special policy, and we rely upon that policy as part of this case. Notwithstanding the arguments we set out below, it is the submission of the residents that this inadequate application should not be granted on the basis that it will add quite substantially to public nuisance within this area.

The Applicant for a Premises Licence under Section 16 of the Licensing Act 2003

10. Section 16(1) of the Act states as follows:

"The following persons may apply for a premises licence -

*(a) A person who carries on, **or proposes to carry on**, [author's bold] a business which involves the use of the premises for the licensable activities to which the application relates".*

11. Doubt must be cast on the ability of the Applicant to **propose to carry on** a business from these premises given the terms of use set out in the Contract with the Access Storage Company (attached to the committee papers) which indicates clearly at paragraph 10.6 of his conditions that:

"At no time during the term shall you offer any alcohol for sale from the site".

12. It is abundantly obvious from this application that this is exactly what Mr Patel intends to do and it is not clear, therefore, how he proposes to carry on such a licensable activity

in the light of the attached condition and the agreement with Access Storage and, if this be the case, how he is able to agree any conditions if he cannot operate such a licence.

The Intended Use and Planning

13. The proposed use of this one small unit within the overall complex is as a premises from which alcohol will be sold 24 hours a day. No description is provided of the unit as one might expect in a normal application for a premises licence presumably because it is a dark unlit lockup space measuring 10 metres by 10 metres. The only reference to it is set out in page 19 of the application form which indicates that the premises will *“operate to a high standard and would do so should this licence be granted in terms of the sale of alcohol. All staff would be fully trained in their responsibilities with regard to the sale of alcohol and would be retrained every six months with recorded training records kept for inspection”*. There is no indication, of course, of how the staff will even fit into this unit or where they will be located if not and the opening statement of the operating schedule such as it is, is therefore a nonsense. The only reference to public nuisance is not one of assurance but merely indicates that it cannot possibly cause a public nuisance as it is located in a large warehouse used for distribution. This, of course, entirely misses the point about the substantial number of comings and goings throughout the night with vehicles and drivers and individuals waiting around as well as staff immediately within a few metres of bedroom windows of the Residents in the Barclay Road.
14. The planning permission which was granted on 7 February 2017 (in the committee bundle) allows for, amongst other things, alterations to what was then the existing self-storage facility by the erection of extensions at ground, first and second floors to the southern elevation for Class B1 (office) use at ground floor and additional Class B8 (self-storage) space at first and second floors, upon which floor this unit is located.
15. Condition 22 of that planning permission provides for the operating hours of the self-storage facility to be limited between 7.00am and 10.00pm on Monday to Friday, 8.00am to 10.00pm on Saturdays and between 8.00am and 8.00pm on Sundays and bank holidays. It goes on to state that no customers should be on the premises or delivery shall occur in connection with the uses outside of these times. Such a condition was added to the planning permission in order that "Noise disturbance which may be caused by customers leaving the premises is confined to those hours when ambient noise levels and general activity are sufficiently similar to that in the surrounding area thereby ensuring that the use does not cause demonstrable harm of

surrounding residents in accordance with policy DMH9 of the Development Management Plan of 2013".

16. The planning decision and the attached condition, therefore, recognise the detriment to local amenity through noise disturbance and nuisance and address the issue through restricted hours of use. It is to be noted, however, that at this time the self-storage facility was envisaged as only being used by those storing goods or personal belongings. However, it was not envisaged at this time that there would be a 24-hour delivery service running from one of the units which would include constant comings and goings from noisy motorbikes and other vehicles as well as those driving them and loading vans and bikes. The planning permission was clearly concerned with the normal daily use of such a facility by those coming in occasionally to put their belongings into storage or remove them. It was not concerned at that time with 24-hour businesses operating out of the facility.
17. It is therefore suggested that the paucity of planning control over this proposed use as set out in the licensing application leads to the conclusion that it should be refused. That, in itself and standing alone would not be a lawful ground of refusal under the licensing regime. What it does, however, is underscore the importance of the Subcommittee's licensing role, which is likely to be the only significant regulatory oversight and control of what is proposed in this application. In exactly the same way as the planners are required to examine the detriment to amenity caused by any proposed development, licensing officers and the Licensing Committee are required to direct themselves to the similar concept of public nuisance, which is one of the four key licensing objectives that should be satisfied on any application under the 2003 Act.
18. It is clear, therefore, that planners, with the advice of the environmental health officer, were concerned about the hours of operation of this facility even without the knowledge that 24-hour businesses would seek to operate from within the building. It is the resident's submission, therefore, that the Licensing Committee is similarly tasked with analysing the proposed operation in the light of the public nuisance objective and, as we have indicated above, there is absolutely no proposal from Mr Patel to address this issue of paramount concern to the residents. He has also singularly failed to speak with the residents despite their overtures, which gives serious cause for concern in terms of relationships going forward. Furthermore, through his representative, Mr Rawlinson of the Council's Environmental Health Team and the Noise and Nuisance Officer has made several proposals with regard to conditions to be placed on any licence that may be granted and has faced rejection of these proposals by the

Applicant. His proposals are set out in the supplemental bundle. It is telling that the Applicant, Mr Patel, cannot even bring himself to agree with the modest proposals of the Environmental Health Team, let alone discussing these issues with those most directly affected - namely the residents.

19. He does not even seek to support his application with the professional evidence of an acoustic expert.
20. In addition to the issues set out above, it is quite revealing that, in a further comment to the Environmental Health Team, Mr Patel indicated that he really has no control over the companies who will be delivering the late-night alcohol, including Deliveroo and Uber. This is, again, a telling admission on an entirely inadequate application, expressing his own view that he will have no control over the noise and disturbance that the drivers from all these various companies will cause to the local residents. There is no attempt by the Applicant even to conciliate with Mr Rawlinson or with any of the residents which brings into sharp focus his integrity in this matter and the inappropriateness of his holding a premises licence under the authority of Hammersmith & Fulham.

Statement of Licensing Policy

21. The Subcommittee will be very familiar with its own licensing policy. The residents respectfully draw attention to the following paragraphs, in particular (but not exclusively)

Paragraph 3.9 - "Applicants are, in particular, expected to obtain sufficient information to enable them to demonstrate when setting out the steps they propose to take to promote the licensing objectives that they understand:

- The layout of the local area and physical environment including crime and disorder hotspots, **proximity to residential premises** and proximity to areas where children may congregate;
- **Any risk posed to the local area by the applicant's proposed licensable activities".**

Paragraph 10 - The Prevention of Public Nuisance

"10.1 The Licensing Authority will require the applicant to demonstrate within the operating plan how they intend to prevent nuisance arising, prevent

disturbance and protect amenity so far as is appropriate to ensure that the licensing objectives are met. Where there is a relevant representation regarding extended hours the Licensing Authority will not permit an extension unless it is satisfied that the licensing objectives would be met.

- 10.2 In considering an application, the Licensing Authority will consider the adequacy of proposed measures to remove or effectively manage the potential for public nuisance and antisocial behaviour".

Planning Permission

"14.8 The Licensing Authority may refuse to grant a licence if a representation from the Planning Department has been received **and**:

- **One or more of the licensing objectives would not be promoted"**
(our bold)

14.10 All applicants are encouraged to obtain the correct planning permission" (this is not something this Applicant can achieve because he lacks a legal interest in the land).

Paragraph 15.6 - Operating Schedule Considerations

"The Licensing Authority considers it would be beneficial if operating schedules include all of the various matters set out in this part of the policy. It is submitted that the operating schedule in this respect fails to address any of the main issues affecting residents and the public nuisance licensing objective and does not explain the full nature of the application or show any understanding of the impact it will have on local residents living a few metres away.

22. In the operating schedule before us, the Applicant has offered just this as "steps to promote the prevention of public nuisance":

"The premises will not cause any public nuisance as it is located in a large warehouse used for distribution".

23. Not only do the residents feel that this is an inadequate response having regard to the scale of the proposals and the Council's policies in respect of residential amenity but they are genuinely concerned that the Applicant could have **thought** it was adequate.

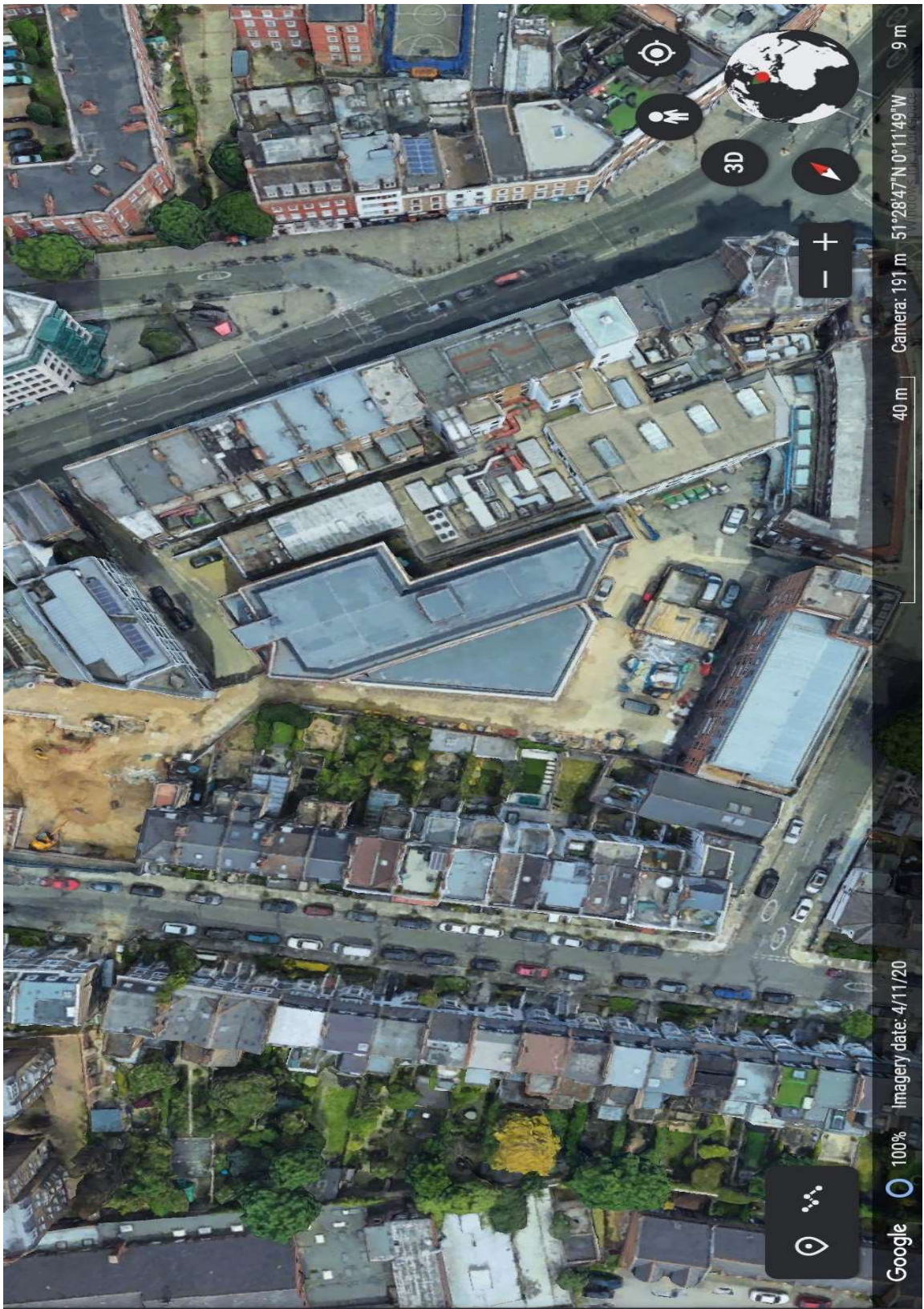
The Subcommittee is invited to share this concern. It gives a very unpromising vision of the future should this application be granted.

24. The unit at 21 Effie Road, whilst not set in a tranquil rural area, is adjacent to a quiet street off Fulham Broadway, namely Barclay Road, very close to family homes with young children, as well as homes which have specifically been chosen for the quiet enjoyment of their residents in this particular enclave. It is simply the wrong place for an all-year-round, 24-hour delivery service with all the public nuisance associated with such a service and accompanying antisocial behaviour from drivers/staff. All of this, meanwhile, to be carried out without any formal offices and with constant comings and goings in the area immediately outside the residents' premises.
25. It is respectfully suggested that in all the circumstances this entirely inadequate application should be refused outright.

Gareth Hughes - Barrister
Keystone Law



APPENDIX – GOOGLE EARTH VIEW



From: Gareth Hughes
Sent: 12 January 2022 22:54
To: Dimitriou Maria: H&F; Overton Adrian: H&F
Subject: Effie Road hearing

Dear Maria and Adrian

Please find attached draft set of conditions which we would ask the committee to attach if it is minded to grant the premises licence.

However, this is entirely without prejudice to our contention that the application should not be granted in any event.

Kind regards

Gareth
Gareth Hughes, Partner
Keystone Law

DRAFT CONDITIONS TO BE ATTACHED TO THE PREMISES LICENCE

1. The premises shall install and maintain a comprehensive digital colour CCTV system. All entry and exit points and the street environment, shall be covered as well as the internal parts of the building where alcohol is made ready for the contract. The CCTV cameras shall continually record whilst the premises are open and staff are present. Recordings shall be kept available for a minimum of thirty-one (31) days with date & time-stamping.

2. CCTV recordings shall be made available within forty-eight (48) hours upon receipt of a request by the Police or authorised officer of the licensing authority (as defined by Section 13 of the Licensing Act 2003), and footage shall be provided in an easily downloadable format. A member of staff shall always be present on the premises whilst they are open who is capable of operating the CCTV system and able to facilitate viewing of CCTV footage upon the request of the Police or an authorised officer of the licensing authority (as defined).

3. The premises licence holder shall perform regular maintenance on the CCTV as instructed by the manufacturers' guidelines and recommended timeframe as a minimum. All cameras shall be kept clean and clear of obstructions.

4. The premises shall perform a test of the CCTV every fourteen (14) days. This shall include, but not be limited to, confirmation of playback of 31 day-old footage. This shall be recorded in a log with the time & date of the test and name of the staff member completing.

5. An incident log shall be kept at the premises and made available on request to the Police or an authorised officer of the local authority (as defined by Section 13, Licensing Act 2003). The log shall record the following:

a. All crimes reported to the venue.

b. Any incidents of disorder (disturbance caused either by one person or a group of people).

c. Any faults in the CCTV system, or searching equipment, or scanning equipment. An entry shall be made every fourteen (14) days as a minimum, confirming a successful test of the CCTV system. The details of the staff member shall also be recorded. *Refer also Condition 4.*

d. Any refusal of the sale of alcohol during the hours that the premises is licensed to sell it; this shall not be limited to underage sales refusals. All entries shall record the date & time of the refusal, details of the product, and the employee who refused the sale.

6. All staff engaged in the *delivery* of alcohol shall receive suitable training (including refresher training every twelve (12) months) in relation to the proof-of-age "Challenge 25" scheme applied on the premises. The following forms of identification are acceptable: photo driving licence; passport; Proof of Age Standards Scheme (PASS) card; military ID; and any other locally or nationally approved

form of identification. Training records shall be made available on request to the Police or an authorised officer of the local authority (as defined by Section 13, Licensing Act 2003).

7. There shall be no access to the premises by customers or members of the public at any time.

There shall be no direct sales, collections or returns of alcohol from or to the premises. All sales shall be made only by pre-arranged delivery.

8. All sales of alcohol for delivery must be paid for at the time of ordering: debit or credit card, or electronic payment such as PayPal, etc.

9. If the recipient, on delivery, looks under twenty-five (25) years old, then they have to prove to the delivery courier/s that they are 18 or over by providing identification bearing their photograph, date of birth, and a holographic mark and/or ultraviolet feature in line with the "Challenge 25" Policy.

10. All customers shall be contacted in writing (e.g. e-mail or text) to notify them that an order has been placed, with the date and if possible approximate time of the expected delivery.

11. The premises shall have a written policy in place with the courier or parties controlling the delivery, detailing the age verification steps in place and with responsibilities clearly outlined. This policy must be kept electronically at the premises and be made available to Police and local authority officers (as defined by Section 13, Licensing Act 2003) on request.

12. In all cases:

(i) Delivery shall be made only to the address indicated on each respective order and no other.

(ii) The delivery of alcohol shall be made only to a residential or business address, with the customer to be clearly resident inside the building.

(iii) The delivery of alcohol shall not be made or completed to a person in a public place (street corner, park, bus stop, etc.)

(iv) Delivery shall be refused to any person who is, or who appears to be, under the influence of alcohol or drugs.

(v) All items of alcohol shall be clearly marked.

(vi) All glass bottles and containers shall be safely and sensibly packaged.

(vii) Only original forms of identification shall be accepted. No copies, either duplicate (photocopies / scans) or digital versions, or reproductions, shall be accepted.

(viii) There shall be no completed delivery of alcohol if no identification is provided and the requirements of the "Challenge 25" scheme cannot be implemented.

13. Drivers shall await deliveries by waiting in an internal section of the premises until such time as a delivery is ordered and ready for despatch. Staff on site shall ensure that no excessive noise is created by the drivers when leaving, entering, or (for example) smoking in a designated area outside the premises.

14. Only fully electric and silent vehicles to be used by those drivers making the deliveries.

15. All exits from the premises shall be kept unobstructed, easy to open, and clearly signed.

16, All members of staff shall remain indoors and all delivery agents shall remain indoors when collecting orders

Agenda Item 6

From: Mathu M
Sent: 21 December 2021 14:30
To: Dimitriou Maria: H&F
Subject: Re: Newspaper for 2021/01382/LAPR

Dear Madam,

Thank you for your email.

I would like to bring the following points to support the application.

As part of the application process, the following responsible authorities should have been notified about this premises license application:

Metropolitan Police, Fire Authority, Health and Safety, Environmental Health, Local Planning Authority, Trading Standards, Area child protection services, Public Health, and Home Office (Immigration Enforcement)

The application has not received any representations/objections from the responsible authorities including the police. The police usually represent if the application site falls within an area that is affected by street drinking, drinking-related violence, etc. If so, they will impose conditions on the licence in order to prevent crime and disorder and public nuisance. As no representations were made by any of the responsible authorities, it can be assumed that the proposed licensable activity would not have any impact on the licensing objectives namely, crime and disorder, public safety, public nuisance, and the protection of children from harm.

The premises is also not within the council's cumulative impact zone, an area that has been designated to control licensable activity.

With regards to the statement with the students, an appropriate measure such as 'Challenge 25 Policy' must be implemented to prevent the sale of alcohol to underaged students/children. Any person appearing to be under the age of 25 who attempts to purchase alcohol must be challenged in respect of their age and are required to provide adequate proof such as passport, driving license, or national ID card. Any refusals will be recorded in a logbook.

In addition, the premises will be monitored by an adequate CCTV system that must retain all the images for a minimum of 28 days and these must be kept available for the police and licensing authority.

Every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.

Following this, the objection from the public seems not to be fair.

However, we recommended to our client that the following additional conditions shall be added to the licence to help ensure the premises promotes the licensing objectives and does not contribute negatively to the local residents/public such as:

1. To reduce the proposed alcohol sales hours from 08:00-22:00 to 09:00-21:00
2. The premises will not stock, display or sell lager, beer, cider or perry products with an ABV content above 6.5%.

The client agreed to the above-mentioned conditions.

Please contact me should you require any further information.

Thank you.
Kind Regards,

Mrs Ramela M. (BSc.Hons)
MKM Design & Construction Limited

From: jane spooner
Sent: 10 January 2022 12:24
To: Dimitriou Maria: H&F
Subject: Re: Notice of Hearing - 2021/01382/LAPR - Londis 53 Palliser Road
London W14 9EB

My original objection below stands. I for my part, and in consultation with the block of flats (Palliser Court) where I live, urge the Council to refuse the application; it is inappropriate for the residential and environmental context, and furthermore there are considerable numbers of 16-19 years olds daily in the vicinity (usually term-time) who themselves do not live locally. The points offered as mitigation are not relevant nor lessen the potential adverse impact in any meaningful way. The application should be refused in full.

As for appearing at the committee hearing (by zoom on 13 January?), I would feel very uncomfortable being visible. I have to walk by 53 Palliser Road every day. If I do attend, can you enable my attendance to be anonymous, i.e., not identifiable?

Thank you for asking for comments; and I apologise I had not responded earlier. I had to visit family and only got home last week. But I have conferred with the board of directors who as the leaseholders own the block of flats and they agreed that they support albeit informally this objection. (Some had not noticed the application posted; and many have been / are impacted by covid factors, which makes doing this harder than normal).

In sum, a third off-licence (there are already two in this shopping parade of nine shops) is likely to contribute to antisocial behaviour in what is otherwise a residential neighbour with many families, both in blocks of flats and in houses. Barons Court is not a late-night shopping or dining destination; the shops all close around 8 pm in any event (so the concession by the applicant to limit potential sale to 9 pm is, in practical terms, meaningless). The only non-residential destination is Queens Club, the tennis club, for hospitality events; but there is catering on site. During the daytime, there are at present some issues in the park, Margravine Gardens Cemetery, about one-minute walk from the parade of shops. This appears to be largely attributable to students at the nearby FE College just across the Talgarth Road and the secondary school, William Morris Academy- there are approximately two thousand 16-19 years olds at these two institutions. We see nothing in the application which shows any understanding of these factors. There are also some issues to do with a few homeless men who drink and beg around the station, and for whom the local Barons Court Project on the Talgarth Road can offer support (when they are called, they attend promptly and also send their staff to monitor this). While the numbers are small in comparison the numbers of the students who come into the area daytime and term-time, a third off-license would add to the potential for more widespread antisocial behaviour in these respects.

You referred to three possible mitigations by the applicant:

(quoted in italics as a, b, c):

a. "The police usually represent if the application site falls within an area that is affected by street drinking, drinking-related violence, etc. If so, they will impose conditions on the licence in order to prevent crime and disorder and public nuisance. As no representations were made by any of the responsible authorities, it can be assumed that the proposed licensable activity would not have any impact on the licensing objectives namely, crime and disorder, public safety, public nuisance, and the protection of children from harm."

See above for the context of the student population and drinking around the station forecourt and original objection.

b "To reduce the proposed alcohol sales hours from 08:00-22:00 to 09:00-21:00."

This is meaningless: the two other off-licenses routinely close by 8 pm as there is no footfall past this time. Main times they sell are between 4- 7 pm.

c." The premises will not stock, display or sell lager, beer, cider or perry products with an ABV content above 6.5%. "

This concession is meaningless because there remains the option to sell wine or sprits- both of which typically have above ABV 6.5%. I can see from the other two off-licenses that the bulk of their stock is wine and beer.

Original objection:

28/11/2021 1:42 PM Objection: This application for an off-license provision in what is currently solely a grocery store (Londis) is in one of the 9 shops in the small shopping parade consisting of: dress shop, chemist, newsagent (which also sells cheaper end beers, wine etc), a more upmarket off-license (in operation for about 30 years), the food store (Londis), butcher, estate agent, cafe, drycleaners. This is essentially otherwise a residential neighbourhood. The two shops with off-license provision generally close around 8 pm anyway as do the other shops. A third off license would pose a significant additional risk for disorder in the overall residential context and is disproportionate to the context as well. Barons Court tube station nearby is not a later evening destination other than for residents homebound. Visitors to the Queens Club have hospitality provided there. Underage students at the 6th Form college and FE college nearby are around in the weekday daytimes; and a third off license would pose an additional risk to this age group and also to residents in general of on street drinking or drinking in public in the nearby cemetery. The LA neighbourhood safety provision who are notified in any event of antisocial behaviour in the cemetery- and it does happen- are already very overstretched. Since the demise of the former LA sponsored Parks Police, the current service is no longer a rapid response unit. Overall, this application is inappropriate for this context and consent should be refused.

Jane Spooner