

**Boston Borough Council**

**Application for a Premises Licence – 28 April 2026.**

**Mr Tee's Local, 12 Red Lion Street, Boston, PE21 6NY**

**Applicants Documentary Evidence Bundle**

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**Michael Kheng**

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**From:** McConville, Gina (642) <gina.mcconville@lincs.police.uk>  
**Sent:** 04 March 2026 09:39  
**To:** mkheng@kurnia.co.uk  
**Subject:** RE: 12 Red Lion Street, Boston

Morning,

I suggest submitting the application you/your client think is appropriate for the area and operating style and once received we'll make an assessment.

Regards

Gina

**Gina McConville**  
**Police Constable 642**  
Alcohol Licensing Officer

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Safer Together Partnership



101  
Gina.McConville@lincs.police.uk  
Lincolnshire Police Headquarters, Deepdale Lane, Nettleham LN2 2LT  
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@LincsPolice Lincolnshire Police @LincsPolice nextdoor.co.uk

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**WORKING TOGETHER TO MAKE LINCOLNSHIRE THE SAFEST PLACE TO LIVE, WORK AND VISIT**

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**From:** mkheng@kurnia.co.uk <mkheng@kurnia.co.uk>  
**Sent:** 03 March 2026 09:12  
**To:** McConville, Gina (642) <gina.mcconville@lincs.police.uk>  
**Subject:** RE: 12 Red Lion Street, Boston

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Good morning Gina

Apart from the labels and 75% clear windows the applicant has addressed 35.3 of the Boston SOLP. I have argued in the past reasons not to have these as conditions. In regard to these I would argue the following:

**Labels.**

I would argue that such a condition is: disproportionate, unsupported by evidence, of questionable effectiveness, and contrary to the statutory tests for licensing conditions.

Under the Licensing Act 2003, any condition must be: appropriate for the promotion of the licensing objectives, proportionate, evidence-based, and tailored to the individual premises. The Section 182 Guidance makes clear that conditions should not be speculative or imposed as a matter of routine. There must be evidence that the condition would address an identified problem linked to this premises.

The key question is: 'What measurable impact does a label have on street drinking?'

The PSPO already makes street drinking enforceable. If an individual is drinking in breach of the PSPO, enforcement action is taken against the individual. A label does not prevent: purchase, consumption, anti-social behaviour, at best, it may identify point of sale after the fact. But that presupposes: the label remains intact, the container is recovered, and the individual does not remove or obscure it. The Applicant questions whether the Police can demonstrate evidence that such labelling materially reduces crime and disorder.

Without evidence of effectiveness, the condition is speculative.

This is a small grocery store where alcohol is ancillary to general retail.

To require a waterproof label would impose significant cost and operational burden. In many cases, the cost of compliant labelling could approach or exceed the profit margin on lower-cost products. This creates a disproportionate economic impact on a small business, particularly where there is no adverse history, there is no evidence of problem sales and the premises has not contributed to street drinking.

Licensing conditions must not be punitive.

If a simple adhesive label is permitted, it can easily be removed. If a truly non-removable, non-destructive label is required, that moves into specialised tagging systems, time-intensive application, and increased handling of stock

This is neither standard retail practice nor commonly required in areas without cumulative impact policies. Is it appropriate to impose a bespoke retail regime on one small grocery store.

There is no cumulative impact policy in place within Boston Borough Council.

Imposing such a condition risks creating a de facto presumption that any premises within a PSPO area must operate under extraordinary restrictions.

That would amount to policy-making by condition.

The purpose of licensing is to regulate licensable activities to promote the objectives.

It is not to assist general policing intelligence, create product tracing systems or shift responsibility for public behaviour onto retailers.

If individuals consume alcohol in breach of the PSPO, that is enforceable under separate legislation. The Applicant cannot be held responsible for independent third-party behaviour once lawful sales have taken place.

I would ask where is the evidence that labelling reduces street drinking? Where is the evidence that this premises would require such a measure? How is this condition proportionate for a small grocery store operating within normal retail hours?

The proposed labelling condition fails the statutory test of appropriateness and proportionality under the Licensing Act 2003.

#### **75% Clear Windows**

The figure of 75% appears arbitrary.

There is no evidence linking this premises to disorder.

The condition materially restricts lawful retail layout

The measure is not shown to be necessary or proportionate

The Section 182 Guidance makes clear that conditions should not be imposed as a matter of routine or standard practice. There must be evidence that the condition is necessary for the promotion of the licensing objectives at this premises. There is no such evidence.

I question why 75% and not 60%? Why not 50%? Why not require "reasonable visibility"?

Unless the Police, and licensing authority, can demonstrate a clear evidential or policy basis for 75%, it appears to be an arbitrary figure. Arbitrary conditions fail the test of appropriateness.

I would remind you (and if this proceeds to a LSC hearing I shall also remind the LSC) that LSC must avoid adopting informal "standard conditions" that are not grounded and that there is no cumulative impact policy in force within Boston Borough Council.

If the objective is prevention of crime and disorder, the question becomes how does 75% clear glass prevent crime?

The premises are a small grocery store with off-sales only, operating within normal retail hours and closing at 22:00.

There is no late-night element, no vertical drinking and no evidence of prior issues connected to the applicant.

Visibility into a premises does not prevent street drinking outside, individuals breaching the PSPO, anti-social behaviour in public space. Those are enforcement matters.

Requiring 75% clear windows significantly restricts internal shelving layout, refrigeration positioning, promotional displays, energy efficiency measures, and could impact on security film or protective coverings.

Small grocery retailers often rely on window space for shelving or chilled units.

This condition materially interferes with the commercial viability and layout flexibility of the premises.

Licensing is not intended to micro-manage shop design absent evidence of risk.

If the police, or LSC, are concerned about external supervision and transparency, less intrusive measures already exist such as CCTV, which a condition has already been proposed.

A fixed 75% clear vision requirement is neither tailored nor evidenced.

I would ask is there evidence that 75% glazing reduces crime? Is there evidence that this premises presents a visibility risk? Is this figure evidence-based or arbitrary? Is it proportionate for a small grocery store closing at 22:00?

Absent a clear evidential basis, the proposed condition fails the statutory test of appropriateness and proportionality under the Licensing Act 2003.

With the above in mind would you be happy for the application to proceed or would Lincolnshire Police still be submitting a representation?

I intend to submit the application either today or tomorrow but am happy to continue to discuss the application during the 28 day period and if the applicant feels that it is reasonable and appropriate amend the application.

Kind regards

*Michael*

Michael Kheng  
[REDACTED]

**From:** McConville, Gina (642) <[gina.mcconville@lincs.police.uk](mailto:gina.mcconville@lincs.police.uk)>  
**Sent:** 03 March 2026 08:26  
**To:** [mkheng@kurnia.co.uk](mailto:mkheng@kurnia.co.uk)  
**Subject:** RE: 12 Red Lion Street, Boston

Morning,

[REDACTED]

I'd suggest reading Boston's Statement of Licensing Policy, certain parts are public space protection order specific. It also details the 75% clear windows with an unobstructed view, plus waterproof labelling with the shop name and address as suitable measure for off-sales within the PSPO.

Red Lion Street as well as being within the PSPO is one for 4 hot spot areas, as you would have seen in the previous representation. I think this will ultimately come down to is the application granted as is an acceptable risk to the area, is there a way to mitigate the risk further, or is the risk too great and therefore should the application be refused.

Regards

Gina

**Gina McConville**  
**Police Constable 642**

Alcohol Licensing Officer

Safer Together Partnership



101  
[Gina.McConville@lincs.police.uk](mailto:Gina.McConville@lincs.police.uk)  
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**WORKING TOGETHER TO MAKE LINCOLNSHIRE THE SAFEST PLACE TO LIVE, WORK AND VISIT**

**From:** [mkheng@kurnia.co.uk](mailto:mkheng@kurnia.co.uk) <[mkheng@kurnia.co.uk](mailto:mkheng@kurnia.co.uk)>  
**Sent:** 02 March 2026 16:53  
**To:** McConville, Gina (642) <[gina.mcconville@lincs.police.uk](mailto:gina.mcconville@lincs.police.uk)>  
**Subject:** RE: 12 Red Lion Street, Boston

**Caution:** This email originated from outside of the Force. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Gina

Not sure if you are at work today, or are free, as I sent a message earlier on this one.

I intend to submit a new application tomorrow as follows:

Applicant: Perkins Newsagent Ltd

DPS: [REDACTED]

Hours (for the supply of alcohol and opening): Monday to Saturday from 06:00 to 22:00 and Sunday from 08:00 to 22:00

Conditions:

- A tamper resistant CCTV system shall be installed, maintained in working order and operated at the premises.
- CCTV images shall be retained for a period of no less than 28 days.
- Recordings of incidents at the premises must be made secure for inspection by the police, or licensing authority, and provided on lawful request. This means that a member of staff shall be available within 24 hours or by prior appointment who can operate the CCTV system and providing recordings in accordance with lawful requirements
- All staff responsible for selling alcohol, who do not hold a valid personal licence, shall receive training in the Licensing Act 2003 in terms of the licensing objectives, offences committed under the Act and conditions of the Premises Licence. Written records of this training shall be retained for a period of no less than 12 months and made available upon request to police and authorised officers of the Licensing Authority.
- A refusals book, or electronic record, shall be kept recording all instances where service of alcohol is refused. Records to be retained for at least 12 months and shall be made available for inspection to the police, or authorised officers of a responsible authority, upon request.
- An incident book shall be kept at the premise in which details of crime and/or disorder that relate to, or are linked with, licensable activities at the premises shall be recorded. The incident book shall be retained for a minimum period of 12 months from date of completion and contain the following details;
  - a) time, date and location of incident.
  - b) nature of the incident
  - c) the result of the incident.
  - d) action taken to prevent further such incidents.
  - e) each entry signed by the DPS or other responsible person employed at the premises and so authorised by the DPS.The incident book shall be made available to police, or authorised officers of the licensing authority, upon request. Each entry shall be retained for a minimum period of 12 months from date of completion.
- No super-strength beer, lagers or ciders of above 6.5ABV (alcohol by volume) shall be sold at the premises.
- For cans and/or bottles of beers, lagers and ciders, when the volume is less than 500ml per can or bottle, these products may only be sold as a minimum of three items per transaction. For clarity, these items may be three different products, and two of the three items may be over 500ml.
- Challenge 25 shall be implemented, and a proof of age policy is to be applied with the accepted means of proof of age being:
  - a) Passport
  - b) Photo Driving Licence
  - c) A recognised valid photo-id card bearing the PASS hologram
  - d) Any government approved digital ID system
  - e) Any future accepted proof of age scheme as agreed with the county Police force

Mr Tee's Local, 12 Red Lion Street, Boston, PE21 6NY

Evidence Bundle

Note the above have previously been agreed for recent applications with Lincolnshire Police, albeit not in Boston.

In regard to the 75% windows condition that the police request I would ask that as the frontage already has decals and that there is clear vision then an undertaking be given that the frontage shall not be completely covered (as it was with the Boston Food Store) be given. So long as there is vision then I do not see why a % needs to be stated.

Are there any further conditions that you would be looking at before I submit the application?

Kind regards

*Michael*

Michael Kheng  
[REDACTED]

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**From:** [mkheng@kurnia.co.uk](mailto:mkheng@kurnia.co.uk) <[mkheng@kurnia.co.uk](mailto:mkheng@kurnia.co.uk)>

**Sent:** 02 March 2026 15:57

**To:** 'McDowell, Anna' <[Anna.McDowell@boston.gov.uk](mailto:Anna.McDowell@boston.gov.uk)>

**Cc:** [REDACTED] 'McConville, Gina' <[gina.mcconville@lincs.police.uk](mailto:gina.mcconville@lincs.police.uk)>

**Subject:** 12 Red Lion Street, Boston

Good afternoon Anna

Further to an application for a new premises licence in respect of 12 Red Lion Street, Boston please accept this email as the formal withdrawal of the application. Your confirmation that the application has been withdrawn and the hearing scheduled for Monday has been cancelled would be appreciated.

I shall be preparing and submitting a new application in due course.

Kind regards

*Michael*

Michael Kheng CBii  
Kurnia Licensing Consultants Limited  
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Reepham  
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## LEASE

DATE 01.11.2025

### BETWEEN

1. [REDACTED] whose registered address is at [REDACTED] ("the Landlord")
2. Perkins Newsagent Ltd a company incorporated in England and Wales with registered number 14226708 whose registered address is at 7 Market Place, Horncastle, LN9 5HB ("the Tenant")

### Definitions and Interpretation

1. In this Lease, the following definitions are used:

<b>Insurance Rent</b>	the yearly gross cost of the premium (before any discount or commission) for the insurance of the Property (other than any plate glass) for its full reinstatement costs against loss or damage of the Insured Risks including demolition, site clearance and incidental costs expenses and VAT (where applicable).
<b>Insured Risks</b>	loss or damage by fire and such other risks as the Landlord considers prudent to insure against on the basis that such insurance is available in the market on reasonable terms acceptable to the Landlord.
<b>Legislation</b>	all Acts of Parliament and all orders regulations and bye-laws made to any Act of Parliament.
<b>Lease</b>	this lease.
<b>Permitted Use</b>	use as a shop for the sale of Grocery shop and Off License
<b>Prescribed Rate</b>	interest at a rate of 4 per cent above the base rate from time to time of The Royal Bank of Scotland plc.
<b>Property</b>	the land and buildings known as 12 Red Lion Street, Boston, PE21 6NY owned by the Landlord.
<b>Rent</b>	rent of [REDACTED] month for the Term.
<b>Rent Payment Date</b>	the date of this Lease.
<b>Deposit</b>	3 months deposit is requested of [REDACTED]

<b>Deposit Payment Due</b>	the date of this Lease.
<b>Service Media</b>	all sewers drains pipes wires cables ventilation ducts heating ducts gas electricity water sewage telecommunications and other conducting media.
<b>Term</b>	the term of 6 years from and including 1 November 2025.

2. In this Lease, unless the context requires a different interpretation:
- a. Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
  - b. If two or more persons are together the Tenant, their obligations to the Landlord shall be joint and several.
  - c. Any obligation on the Tenant to do or not to do something includes an obligation on the Tenant to use their reasonable endeavours to ensure that no other person does or fails to do that same thing.
  - d. A reference to the Term is the contractual term of this Lease.
  - e. A reference to the end of the Term is to the end of the term however it ends.
  - f. A reference to a person includes firms, companies, government entities, trusts and partnerships.
  - g. The headings and sub-headings do not form part of this Lease.
  - h. References to sub-clauses, clauses, schedules or appendices are to sub-clauses, schedules of this Lease.

## Grant of The Lease

3. The Landlord lets the Property to the Tenant for the Term TOGETHER WITH the rights in Schedule 1 excepting and reserving to the Landlord the rights in in Schedule 2
4. The Lease is made with the Tenant paying as rent to the Landlord, the Rent and any VAT, the Insurance Rent, any interest payable under this lease and all other sums due under this lease.

## Tenant's obligations

5. The Tenant covenants with the Landlord to:
- a. to pay the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this Lease. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed with the Tenant, or decided by the Court or by the appropriate deposit scheme (details of which are contained in the scheme's deposit information leaflet/terms and website)
  - b. pay the Rent by equal monthly instalments in advance on the 1st day of every month together with any VAT (where applicable), by standing order;

- c. pay the Insurance Rent on demand and if the Landlord insured the Property with other land the amount of the Insurance Rent shall be a fair proportion of the total cost;
- d. pay all costs in connection with the supply and removal of electricity, gas, water, sewerage, telecommunications, data, services and other utilities to or from the Property;
- e. pay on demand a fair proportion of the costs payable for the maintenance repair lighting cleaning and renewal of all Service Media used by the Property in common with other property;
- f. pay interest at the Prescribed Rate on any instalment of the Rent which shall not have been paid to the Landlord on the date 14 days after the due date;
- g. comply with all laws and recommendations of the suppliers of any services and utilities at the Property;
- h. keep the Property at all times in good repair and condition and all Landlord's fixtures and fittings (damage by an Insured Risk excepted unless the policy has been vitiated or monies refused in whole or in part by some act or default by the Tenant or its agents);
- i. keep all drains and sewers clean;
- j. only use the Property for the Permitted use PROVIDED that nothing contained in this Lease shall imply or be deemed to be a warranty that the Property may under all Town Planning laws and regulations now or from time to time in force be used for the Permitted Use;
- k. decorate the outside and inside of the Property as often as is reasonably necessary and also in the last three months of the Term;
- l. replace the floor coverings at the Property within three months before the end of the Term with new ones of good similar quality;
- m. inform the Landlord immediately of any damage or loss relating to the Property from an Insured Risk;
- n. comply at all times with the requirements and recommendations of the insurers relating to the Property and comply with all requirements placed on the Tenant of all Legislation and of all authorities as to the condition and use of the Property;
- o. pay an amount equal to any insurance money that the insurers refuse to pay by reason of any act or omission of the Tenant at the Property;
- p. permit the Landlord and those authorised by it after reasonable notice (except in a case of emergency) to enter upon the Property or any part thereof for purposes of inspecting the same or repairing rebuilding or replacing any adjoining premises or any Service Media;
- q. comply with acts and statutes in force relating to the use or occupation of the Property;
- r. permit the Landlord to enter on the Property on prior written notice (except in a case of emergency) for any reasonable purpose;
- s. pay all proper costs and expenses (including solicitors' costs Counsels fees bailiffs and surveyors' fees) reasonably incurred by the Landlord:
  - i. incidental to or in contemplation of the preparation and service of a Schedule of Dilapidations and/or a notice under Sections 146 and 147 of the Law of Property Act 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court);
  - ii. in connection with every application for any consent made under this Lease whether such consent shall be granted or not unless unlawfully withheld by the Landlord;
  - iii. in connection with the recovery of arrears of rent and insurance contribution;

- iv. arising from any breach of the covenants on the part of the Tenant contained in this Lease.
  - t. keep the Property open for trading on the days and during hours as are usual for the local area PROVIDED THAT the Tenant is not required to keep the Property open if occupation or trading would be in breach of other clauses in this Lease;
  - u. keep the shop window of the Property appropriately dressed and lit;
  - v. indemnify the Landlord against any claims proceedings demands damages losses costs and expenses incurred which might be brought against the Landlord by any servants workpeople agents or licensees of the Tenant in connection with any breach of the tenant covenants in this Lease other than due to the act or default of the Landlord or its agent.
6. The Tenant covenants with the Landlord not to:
- a. attach any sign to the outside of the Property except a sign of a design, size and position approved by the Landlord and before the end of the Term the Tenant shall remove any signs placed on the Property and make good any damage caused to the Property by the removal;
  - b. make any alteration or addition to the structure, external or internal parts of the Property.
  - c. store on the Property any petrol or other flammable substances;
  - d. use the Property for any noxious noisy offensive trade or business not for any illegal or immoral act or use;
  - e. keep any animals at the Property or to hold any sales by auction;
  - f. do anything in or on the Property which may become a nuisance annoyance disturbance or inconvenience to neighbouring properties;
  - g. use the Property for residential purposes;
  - h. permit trade empties to collect on the Property;
  - i. obstruct the drains and Service Media;
  - j. keep or place any items on any external part of the Property (whether or not items are for sale);
  - k. do anything at the Property which may make any policy of insurance void or voidable.

## Dealing with the Property

7. The Tenant can not:
- a. assign the whole or any part only of the Property;
  - b. underlet the whole or any part only of the Property;
  - c. charge the whole or any part of the Property;
  - d. share or part with the possession of the Property .

## End of the Lease

8. At the end of the Term the Tenant must:
- a. yield up the Property and all fixtures (other than tenant's and trade fixtures) in such repair and condition as is required by the Tenant's covenants and obligations in this Lease;
  - b. vacate the Property and remove all of the Tenant's items from the Property.

## Landlord's obligations

9. The Landlord covenants with the Tenant as follows:
  - a. that so long as the Tenant pays the rents reserved and complies with its obligations in this Lease the Tenant shall have quiet enjoyment of the Property without any lawful interruption by the Landlord or any person lawfully claiming under through or in trust for the Landlord except as permitted under this Lease;
  - b. to keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the full reinstatement cost.
10. If the Property or any part thereof shall be so destroyed or damaged so as to be unfit for occupation and use then this Lease shall terminate immediately.

## Security of Tenure

11. The parties agree that the provisions of sections 24 to 28 of the Landlord and Tenant act 1954 (the 1954 Act) are excluded in relation to the tenancy created by this Lease. The Tenant confirms that before it became contractually bound to enter into the tenancy created by this Lease:
  - a. the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act and which applies to the tenancy created by this lease, before this Lease was entered into;
  - b. the Tenant, or a person duly authorised by the Tenant, in relation to the Notice made a statutory declaration (the "Declaration") in accordance with the requirements of section 38A(3)(b) of the 1954 Act in a form complying with the requirements of Schedule 2 of the Order.
12. The Tenant further confirms that, where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

## Break Clause

13. If the Landlord wishes to determine this Lease after one year on 1 November 2026 and shall give to the Tenant not less than 2 calendar months notice in writing of such intention then upon the expiry of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party in respect of any antecedent claim or breach of covenant.
14. If the Tenant wishes to determine this Lease after one year on 1 November 2026 and shall give to the Landlord not less than 2 calendar months notice in writing of such intention then upon the expiry of such notice and on payment of all rents due under this lease and on giving vacant possession of the Property, this Lease shall immediately cease and determine but without prejudice to the rights of either party in respect of any antecedent claim or breach of covenant.

## General

PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED that:

15. The Landlord is entitled to re-enter upon the Property if:
  - a. any part of the rents hereby reserved are not paid within fourteen days after becoming due, whether formally demanded or not or any breach of any covenant in this Lease;
  - b. the Tenant fails or neglects to perform or observe any of the provisions of this Lease;

- c. the Tenant being a company:
- i. has a winding-up petition presented against or by it or applies for or is subject to an application for an administration order or an administration order is made or notice of intention to appoint an administrator or notice of appointment of an administrator is given (whether filed at court or served on any party);
  - ii. passes a winding-up resolution or enters into liquidation (other than a members voluntary winding up for the purpose of reconstruction or amalgamation with a solvent body corporate); or
  - iii. has a receiver or an administrative receiver or a receiver and manager appointed; or
- d. the Tenant being an individual:
- i. becomes bankrupt;
  - ii. makes an application to the Court for an interim order under Part VIII of the Insolvency Act 1986; or
  - iii. a statutory demand under the Insolvency Act 1986 is served on them.
16. Upon re-entry by the Landlord this Lease shall determine absolutely but without prejudice to any right of action or remedy of the Landlord in respect of any breach of the Tenant's covenants existing at the date of re-entry.
17. Subject to the provisions of Sub-section (2) of Section 38 of the Landlord and Tenant Act 1954 neither the Tenant nor any person deriving title from the Tenant to the whole or any part of the Property shall be entitled on quitting the Property to any compensation under Section 37 of the said Act.
18. In this Lease any references to the rents hereby reserved or any other sums payable by the Tenant under the terms of this Lease shall be exclusive of any Value Added Tax that is payable from time to time on such amounts and the Tenant shall pay any such Value Added Tax.
19. The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to any notices served or in connection with this Lease as if such notices were notices required or authorised under the Acts.
20. Any person who is not a party to this Lease shall not have any rights under the Contracts (rights of Third Parties Act 1999 to enforce any term of this Lease.
21. The Landlord and the Tenant acknowledge that entering into this Lease it does not rely on any representation or warranty given by the other.
22. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

**This Lease is executed as a deed on the day and year first written above.**

## **SCHEDULE 1**

### **Rights granted to the Tenant**

The following rights for the Tenant its servants employees agents workmen and visitors in common with the Landlord and others:

1. A right of light air support and protection.
2. A right to the passage of services through all Service Media comprised in any adjoining or neighbouring property of the Landlord which serves the Property.
3. A right of the passage of services through all Service Media comprised in any adjoining or neighbouring property of the Landlord and which serve the Property.

## **SCHEDULE 2**

### **Rights excepted to the Landlord**

The following rights are reserved for the Landlord its servants employees agents workmen:

1. All rights of light air support protection and other easements over other land or premises and all rights and easements belonging to or enjoyed by any adjoining or neighbouring premises.
2. The right to the passage of soil water gas electricity heating ventilation air conditioning and other services through any Service Media comprised in the Property from and to any adjoining or neighbouring premises.
3. The right to carry out any works upon and otherwise deal with any adjoining or neighbouring premises as the Landlord may think fit notwithstanding any interference with any right of light or air or other easement enjoyed by the Property or any nuisance or inconvenience caused to the occupier.
4. The right to erect scaffolding at the Property in connection with any of the rights reserved to the landlord.
5. The right to build on to connect with or otherwise take into use any of the walls or fence surrounding the Property and any Service Media comprised in or serving the Property without payment of any purpose consideration or compensation to the Tenant subject to the Landlord making good at its own expense any damage thereby caused to the Property.
6. The rights are reserved for the Landlord and by anyone else who is permitted to exercise them and by anyone with the Landlord's authority.
7. The Tenant shall allow anyone entitled to exercise any right to enter the Property including their workers, contractors, advisers and to enter the Property at any reasonable time and except in the case of an emergency on reasonable notice to the Tenant.

This deed has been executed and delivered as a deed on the date first written above.

**Executed as a deed by the Landlord**

[Redacted signature block]

**and**

**Executed as a deed by the Tenant**

[Redacted signature block]

Perkins Newsagent Ltd

in the presence of:

Witness signature

Name of witness

Address

Occupation

[Redacted witness information block]

Licensing Act 2003

**Premises Licence****ELINDC/PLA040094**

## LOCAL AUTHORITY



**East Lindsey District Council**  
**The Hub and Willow House**  
**Mareham Road**  
**Horncastle**  
**Lincolnshire**  
**LN9 6PH**

**Tel: 01507 601111**

## Part 1 - Premises Details

## POSTAL ADDRESS OF PREMISES, OR IF NONE, ORDNANCE SURVEY MAP REFERENCE OR DESCRIPTION

**PERKINS NEWSAGENTS**

7 MARKET PLACE, HORNCastle, LN9 5HB.

## WHERE THE LICENCE IS TIME LIMITED THE DATES

Not applicable

## LICENSABLE ACTIVITIES AUTHORISED BY THE LICENCE

the supply of alcohol

## THE TIMES THE LICENCE AUTHORISES THE CARRYING OUT OF LICENSABLE ACTIVITIES

Activity (and Area if applicable)	Description	Time From	Time To
J. Supply of alcohol for consumption	OFF the premises only Monday to Sunday	08:00	22:00

## THE OPENING HOURS OF THE PREMISES

Description	Time From	Time To
Monday to Sunday	05:30	22:00

## WHERE THE LICENCE AUTHORISES SUPPLIES OF ALCOHOL WHETHER THESE ARE ON AND / OR OFF SUPPLIES

J. Supply of alcohol for consumption OFF the premises only

## Part 2

## NAME, (REGISTERED) ADDRESS, TELEPHONE NUMBER AND EMAIL (WHERE RELEVANT) OF HOLDER OF PREMISES LICENCE

Thivakaran Thillainathan

Rajithan Vinasithamby

Telephone [REDACTED]

Telephone [REDACTED]

## REGISTERED NUMBER OF HOLDER, FOR EXAMPLE COMPANY NUMBER, CHARITY NUMBER (WHERE APPLICABLE)



Licensing Act 2003

# Premises Licence

ELINDC/PLA040094

NAME, ADDRESS AND TELEPHONE NUMBER OF DESIGNATED PREMISES SUPERVISOR WHERE THE PREMISES LICENCE AUTHORISES THE SUPPLY OF ALCOHOL

Telephone

PERSONAL LICENCE NUMBER AND ISSUING AUTHORITY OF PERSONAL LICENCE HELD BY DESIGNATED PREMISES SUPERVISOR WHERE THE PREMISES LICENCE AUTHORISES FOR THE SUPPLY OF ALCOHOL

Licence No.

Issued by



## Licensing Act 2003

**Premises Licence****ELINDC/PLA040094**

## ANNEXES

**ANNEX 1 - MANDATORY CONDITIONS****MC2**

No supply of alcohol may be made under this licence:

- a) at a time when there is no designated premises supervisor in respect of it, or
- b) at a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.

*S19 Licensing Act 2003*

**MC3**

Every retail sale or supply of alcohol made under this licence must be made or authorised by a person who holds a personal licence.

*S19 Licensing Act 2003*

**MC9**

(1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licences must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either:-

- (a) a holographic mark or
- (b) an ultraviolet feature.

*The Licensing Act 2003 (Mandatory Licensing Conditions) (Amendment) Order 2014*

**MC11**

1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purposes of the condition set out in paragraph 1:

- (a) 'duty' is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;
- (b) 'permitted price' is the price found by applying the formula:  $P = D + (D \times V)$  where:

- (i) P is the permitted price,
- (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
- (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;

(c) 'relevant person' means, in relation to premises in respect of which there is in force a premises licence:

- (i) the holder of the premises licence,



## Licensing Act 2003

## Premises Licence

ELINDC/PLA040094

## ANNEXES continued ...

(ii) the designated premises supervisor (if any) in respect of such a licence, or  
(iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;

(d) 'relevant person' means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and

(e) 'value added tax' means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by Paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

4. (1) Sub-paragraph (2) applies where the permitted price given by Paragraph (b) of paragraph 2 on a day (the first day) would be different from the permitted price on the next day (the second day) as a result of a change to the rate of duty or value added tax.

(2) The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

*The Licensing Act 2003 (Mandatory Conditions) Order 2014*

**ANNEX 2 - CONDITIONS CONSISTENT WITH THE OPERATING SCHEDULE****General**

All staff shall be suitably trained for their job function in the operating standards for the premises and the contents of the premises licence. The training shall be under constant review.

**Prevention of Crime and Disorder**

Alcohol will not be permitted in open containers in the premises.

Clear, prominent and unobstructed signage informing customers of the Proof of Age Scheme in operation at the premises and the age restrictions on products, will be clearly displayed at:

- all entry points to the premises,
- adjacent to the age restricted products, and,
- all points of sale.

All point of sale staff shall undergo periodic training in the above Proof of Age policy with a record kept of the date of training, signed by the member of staff and the trainer. Each entry shall be retained for a period of 24 months from date of completion. This record shall be made available for inspection by Lincolnshire Police Officers or other parties acting on their behalf.

A refusal register will be maintained on the premises in the following format:

- The register shall be in a bound page format with each page consecutively numbered.
- Each entry to be timed dated and signed by staff member making the refusal.



Licensing Act 2003

**Premises Licence****ELINDC/PLA040094**

ANNEXES continued ...

- Any CCTV evidence to be retained and cross-referenced to the specific refusal.
- Description and/or name of refused person.
- Each entry to be dated and signed by the Designated Premises Supervisor (DPS).
- The item attempted to purchase will be recorded.
- Reason for refusal will be recorded.
- Register to be retained for period of 24 months.
- Register to be produced upon request by Lincolnshire Police or Lincolnshire Trading Standards.
- Each entry signed by the DPS or other responsible person employed at the premises and so authorised by the DPS.

An Incident Book shall be kept at the premises in which details of crime and/or disorder relating to the premises shall be recorded. The Incident Book shall contain the following details:

- Time, date and location of incident.
- Nature of the incident
- Names, addresses and contact details of persons involved.
- Result of the incident
- Action taken to prevent further such incidents.

Each entry to be signed by the Designated Premises Supervisor (DPS) or other responsible person employed at the premises and so authorised by the DPS.

No persons shall sell or supply alcohol at the premises without the written authority of the premises licence holder and all such written records shall be kept securely and made available for inspection to the Responsible Authorities at their request.

All alcohol and tobacco products will be purchased from established and bona fide wholesale traders and orders / purchases shall only be made by the Premises Licence Holder or the Designated Premises Supervisor.

All receipts and invoices (or copies) will be held on the premises and made available for inspection by the authorities on reasonable request. These records will be kept for a period of no less than 24 months.

Any medication sold at the premises will only be purchased from a UK wholesaler and have the necessary English labelling and usage information and appropriate receipts will be kept and made available for inspection by a Council Officer, Police Officer or Trading Standards Officer upon request.

A CCTV system shall be installed, recording and maintained in working order and operated at the premises to the satisfaction of Lincolnshire Police, specifically:

- There shall be a minimum of one high-resolution colour camera fitted to each public entrance/exit. To provide a quality head and shoulder image for facial recognition/identification purposes of all persons entering the premises.



Licensing Act 2003

**Premises Licence****ELINDC/PLA040094**

ANNEXES continued ...

- There shall be sufficient cameras able to cope with the normal operating illumination to reasonably cover all licensed public areas.
- Recordings must be kept for a minimum of 31 days and endorsed with the accurate, correct time/date (BST/GMT adjusted).
- Police and/or Authorised Licensing Officers shall be able on attendance to view immediate playback of any incident without the necessity for download.
- Recordings of incidents at the premises must be provided to the Police following lawful request.
- A member of staff shall be on the premises at all times they are open to the public who is capable of operating the CCTV system and providing recordings on request. When this is not possible recordings shall be provided within 24 hours of the original request.
- Recording equipment shall be housed in a secure room/cabinet where access and operation is strictly limited to authorised persons.
- All equipment shall have constant time/date generation, which must be checked for accuracy on a daily basis.
- The CCTV system should be maintained and checked every 12 months, with the installing company, or if this is not possible another reputable company, producing a letter of compliance.
- In the event of a system malfunction, the Designated Premises Supervisor (DPS) or the Premises Licence Holder must immediately record details of this malfunction in the premises refusals/incident book. Arrangements for its repair must be made without delay. The Licensing Authority and Police Licensing must be notified when the system is again operational.

**Public Safety**

Not Applicable.

**Prevention of Public Nuisance**

Customer notices to be displayed at all exits asking patrons to please leave the premises quietly and to respect the needs of the local residents.

**Protection of Children from Harm**

A Challenge 25 Proof of Age scheme will be operated at the premises. Anyone attempting to purchase alcohol (or other minimum 18 age restricted product) that appears under the age of 25 years will be asked for proof of age. Acceptable forms of identification will be a PASS-accredited proof of age card, photo driving licence or passport. Failure to produce satisfactory proof of age will result in a refused sale.

A notice or notices shall be displayed in and at the entrance to the premises where they can be clearly seen and read and shall indicate:

- That it is unlawful for persons under 18 to purchase alcohol or for any person to purchase alcohol on behalf of a person under 18 years of age.
- That proof of age may be requested at the premises and those accepted means for proof of age listed as



Licensing Act 2003

**Premises Licence**

**ELINDC/PLA040094**

ANNEXES continued ...

above.

**ANNEX 3 - CONDITIONS ATTACHED AFTER A HEARING BY THE LICENSING AUTHORITY**

Not Applicable.

**ANNEX 4 - Plan for 7 Market Place, Horncastle, LN9 5HB, is attached to this Premises Licence.**



Licensing Act 2003

**Premises Licence Summary ELINDC/PLA040094**

## LOCAL AUTHORITY



**East Lindsey District Council**  
**The Hub and Willow House**  
**Mareham Road**  
**Horncastle**  
**Lincolnshire**  
**LN9 6PH**

**Tel: 01507 601111**

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**PERKINS NEWSAGENTS**

7 MARKET PLACE, HORNCastle, LN9 5HB.

## WHERE THE LICENCE IS TIME LIMITED THE DATES

Not applicable

## LICENSABLE ACTIVITIES AUTHORISED BY THE LICENCE

the supply of alcohol

## THE TIMES THE LICENCE AUTHORIZES THE CARRYING OUT OF LICENSABLE ACTIVITIES

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## THE OPENING HOURS OF THE PREMISES

Description	Time From	Time To
Monday to Sunday	05:30	22:00

## WHERE THE LICENCE AUTHORIZES SUPPLIES OF ALCOHOL WHETHER THESE ARE ON AND / OR OFF SUPPLIES

J. Supply of alcohol for consumption OFF the premises only

## NAME, (REGISTERED) ADDRESS OF HOLDER OF PREMISES LICENCE

Thivakaran Thillainathan  
 Rajithan Vinasithamby

## REGISTERED NUMBER OF HOLDER, FOR EXAMPLE COMPANY NUMBER, CHARITY NUMBER (WHERE APPLICABLE)

## NAME OF DESIGNATED PREMISES SUPERVISOR WHERE THE PREMISES LICENCE AUTHORIZES THE SUPPLY OF ALCOHOL



Licensing Act 2003

# Premises Licence Summary ELINDC/PLA040094

STATE WHETHER ACCESS TO THE PREMISES BY CHILDREN IS RESTRICTED OR PROHIBITED

Restricted

