



City of Westminster

Licensing Sub-Committee Report

Item No:	
Licensing Ref No.	16/08006/LIPDPS
Date:	27th October 2016
Classification:	For General Release
Title of Report:	Application to Vary a Premises Licence to specify an individual as Designated Premises Supervisor
Report of:	Director for Public Protection and Licensing
Policy context:	None
Financial summary:	None
Report Author:	Yolanda Wade Senior Licensing Officer
Contact Details:	Telephone: 020 7641 1872 E-mail: ywade@westminster.gov.uk

1. APPLICATION DETAILS:

Application Type:	Variation Designated Premises Supervisor under the Licensing Act 2003.		
Applicant:	Shepherds Market Fine Wine Ltd	Date Application Received:	28.07.2016

2. PRELIMINARY NOTE:

An application to vary a Premises licence to specify an individual as Designated Premises Supervisor was received on 28.07.2016 (**attached at Appendix A**).

The application was made by Mr Igor Strebvor on behalf of the applicant Shepherds Market Fine Wine Ltd to have the current Designated Premises Supervisor Mr Nathan Lowry replaced by Mr Alan Grant (the proposed Designated Premises Supervisor) at the premises.

The premises licence is held by the company Shepherds Market Fine Wine Ltd. It has been noted that the company currently has two appointed directors, namely Mr Nathan Lowry and Mr Igor Strebkov.

There is a question as to the validity of the application which will need to be determined by Committee members.

3. CURRENT LICENCE DETAILS:

The premises operate as a wine shop with a premises licence (**16/03441/LIPVM**). The times the licence authorises the carrying out of licensable activities are:

Sale by Retail of Alcohol	
Monday to Saturday:	08:00 to 23:00 (Off sales)
Sunday:	12:00 to 22:30 (Off sales)
Monday to Saturday:	10:00 to 23:00 (On sales)
Sunday:	12:00 to 22:30 (On sales)

4. POLICE REPRESENTATION:

- 4.1 The Metropolitan Police Service made an objection on 2nd August 2016 regarding this application. The Police objection is attached at **Appendix B**. Subsequent to the objection received from the Police, there has been on-going correspondence between the Police and the applicant (**Appendix C**).

5. OPTIONS:

5.1 The authority must, have regard to the objection notice given by the chief officer of Police,

- i) Reject the application if it considers it appropriate for the promotion of the crime prevention objective to do so, and
- ii) Grant the application in any other case

List of Appendices:	A – Application Form B – Metropolitan Police Service representation and Witness Statement from Sergeant Paul Hoppe C– Correspondence between Applicant, Police and Licensing Service D- Applicant Submissions E- Nathan Lowry Submissions
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Background Documents – Local Government (Access to Information) Act 1972

- Licensing Act 2003
- Rehabilitation of Offenders Act 1974
- Amended Guidance issued under section 182 of the Licensing Act 2003 (March 2015)

APPENDIX A



Westminster
Application to vary a premises licence to specify an individual as designated premises supervisor
Licensing Act 2003

For help contact
licensing@westminster.gov.uk
Telephone: 020 7641 6500

* required information

Section 1 of 4

You can save the form at any time and resume it later. You do not need to be logged in when you resume.

System reference This is the unique reference for this application generated by the system.

Your reference You can put what you want here to help you track applications if you make lots of them. It is passed to the authority.

Are you an agent acting on behalf of the applicant?

Put "no" if you are applying on your own behalf or on behalf of a business you own or work for.

Yes No

Applicant Details

* First name

* Family name

You must enter a valid e-mail address

* E-mail

Main telephone number

Include country code.

Other telephone number

Indicate here if you would prefer not to be contacted by telephone

Are you:

- Applying as a business or organisation, including as a sole trader
 Applying as an individual

A sole trader is a business owned by one person without any special legal structure. Applying as an individual means you are applying so you can be employed, or for some other personal reason, such as following a hobby.

Applicant Business

* Is your business registered in the UK with Companies House? Yes No

* Registration number

* Business name

If your business is registered, use its registered name.

* VAT number

Put "none" if you are not registered for VAT.

* Legal status

Continued from previous page...

* Your position in the business

Home country

The country where the headquarters of your business is located.

Registered Address

Address registered with Companies House.

* Building number or name

* Street

District

* City or town

County or administrative area

* Postcode

* Country

Section 2 of 4

PREMISES DETAILS

I/we apply to vary a premises licence to specify the individual named in this application as the premises supervisor under section 37 of the Licensing Act 2003.

* Premises licence number

Are you able to provide a postal address, OS map reference or description of the premises?

- Address OS map reference Description

Address

* Building number or name

* Street

District

* City or town

County or administrative area

Postcode

* Country

Contact Details

E-mail

Telephone number

Other telephone number

Describe the premises. For example, what type of premises it is

Continued from previous page...

Fine wine shop and off license

Section 3 of 4

SUPERVISOR

Full Name Of Proposed Designated Premises Supervisor

* First name

Alan

* Family name

Grant

Personal licence number of proposed designated premises supervisor

059119781

Issuing authority of that licence

Kensington and Chelsea

Full Name Of Existing Designated Premises Supervisor

First name

Nathan

Family name

Lowry

* Would you like this application to have immediate effect under section 38 of the Licensing Act 2003?

Yes

No

* Will the premises licence or relevant part of it be submitted with this application?

Yes

No

How will the consent form of the proposed designated premises supervisor be supplied to the authority?

Electronically, by the proposed designated premises supervisor

As an attachment to this variation

Reference number for consent form (if known)

If the consent form is already submitted, ask the proposed designated premises supervisor for its 'system reference' or 'your reference'

Section 4 of 4

PAYMENT DETAILS

This fee must be paid to the authority. If you complete the application online, you must pay it by debit or credit card.

This formality requires a fixed fee of £23

DECLARATION

* I/we understand it is an offence, liable on conviction to a fine up to level 5 on the standard scale, under section 158 of the licensing act 2003, to make a false statement in or in connection with this application.

Continued from previous page...

Ticking this box indicates you have read and understood the above declaration

This section should be completed by the applicant, unless you answered "Yes" to the question "Are you an agent acting on behalf of the applicant?"

* Full name

* Capacity

* Date / /
dd mm yyyy

OFFICE USE ONLY

Applicant reference number

Fee paid

Payment provider reference

ELMS Payment Reference

Payment status

Payment authorisation code

Payment authorisation date

Date and time submitted

Approval deadline

Error message

Is Digitally signed

< Previous 1 2 3 4 Next >

APPENDIX B

Wade, Yolanda: WCC

From: Janes, Toby: WCC
Sent: 02 August 2016 15:41
To: 4rwork2015@gmail.com
Cc: Wade, Yolanda: WCC
Subject: Application to vary the Designated Premises Supervisor – 16/08006/LIPDPS

Dear Sir

Application to vary the Designated Premises Supervisor – 16/08006/LIPDPS

Thank you for your application.

The police can object to an individual being specified on a premises licence as DPS where they are satisfied that the exceptional circumstances of the case are such that granting the application would undermine the crime prevention objective.

Police have considered your application and taken into account the information provided.

Police object to the application for the following reasons:

- The proposed DPS – Alan Grant is currently shown as a suspect for an on-going criminal investigation that occurred at the premises.
- There is an on-going civil dispute that has recently occurred at the premises that Police were required to attend to prevent a breach of the peace.

If you wish to discuss matters further please do not hesitate to contact me.

Kind regards

Toby

PC Toby JANES 1275CW
Westminster Police Licensing Team
4th Floor, 64 Victoria Street,
LONDON, SW1E 6QP
Tel: 0207 641 3347

WITNESS STATEMENT

CJ Act 1967, s.9; MC Act 1980, ss.5A(3)(a) and 5B; Criminal Procedure Rules 2005, Rule 27.1

Statement of **Paul HOPPE PS 180CW**.....

URN:

[] [] [] []

Age if under 18

Over 18.....

(if over 18 insert 'over 18')

Occupation:

Police Officer 216416

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

Signature:

[Handwritten Signature]

Date:

23rd August 2016

Tick if witness evidence is visually recorded (supply witness details on rear)

I am the person named above. I am a Police Sergeant employed by the Metropolitan Police, currently based at WESTMINSTER Borough where I have been since June 2016. My job role is Licensing Sergeant. Previous to this, I was at ISLINGTON Borough where I had a variety of job roles including Response Team, Licensing, Town Centre Partnership Team and Officer Safety Trainer.

This statement relates to the Police objection made by Licensing Officer PC Toby JANES 1275CW on 2nd August 2016 against the application to vary the DPS at Shepherds Market Fine Wine Ltd. In his objection PC JANES states, quite correctly, that the applicant - Mr Alan GRANT is subject to an on-going Police investigation. I must now inform the Licensing sub- Committee that on 18th August 2016 Crime Reference Number 6533250/16 has concluded and was closed without further investigation after recommendation by the investigating office, by A/PS MARCZINCZIK. No action will be taken by Police in this matter. The closing officer noted on the crime report:

"There has been no crime identified - this is a civil matter due to a breakdown in the working relationship between the informant and his business partner. The informant has been given suitable advice and has been told that the CRIS will be closed and there are no criminal offences."

However, as it is a matter of concern, and directly linked to the application before Committee, another crime has been reported very recently and is currently being investigated in relation to a Common Assault which is alleged to have happened at the venue. Crime reference number 6537204/16. While I am not at liberty to divulge the details, this investigation involves both business partners again. This incident apparently happened on 18th July 2016 but was not reported until 22nd August 2016; just in time for this sub-Committee meeting. I have serious concerns over the legitimacy of this second Crime Report which are shared by my colleague A/PS MARCZINCZIK (the investigating officers supervisor) as she states that she has asked the victim why this incident was not reported sooner and they could not give a coherent reply. It is also true that after a month there will be no CCTV which could prove or disprove the offence. A/PS MARCZINCZIK states on the crime report

Signature:

[Handwritten Signature]

Signature witnessed by:

.....

Continuation of Statement of **Paul HOPPE PS 180CW**

that she has warned both parties regarding malicious allegations. I completely concur with my colleague, having spoken at length with Mr GRANT on the telephone to explain to him the Licensing situation and why the Police have objected to his application. I have also emailed both Mr Grant and Mr Strebkov in an attempt to assist them in understanding the Police view-point. All I have received is the aggressive email from Mr Strebkov (exhibited on page 189 of the bundle).

I have run crime statistics going back three (3) years and the only crime reports are the two listed above. Therefore I conclude there is no historical reported crime at this venue.

For these reasons, Police are maintaining the objection to Mr Strebkovs application to vary the DPS to Mr Grant. It is the belief of Licensing Police that this ongoing civil matter between the two Directors of Shepherds Market Fine Wine Ltd. is having a detrimental effect on the smooth operation of the business and that at this time, would question whether the Licensing Objectives are being promoted.

Paul Hoppe PS 180CW

Signature:

Paul Hoppe PS 180CW

Signature witnessed by:

APPENDIX C

FROM POLICE TO APP

Wade, Yolanda: WCC

From: Paul.Hoppe@met.pnn.police.uk
Sent: 11 August 2016 17:51
To: Wade, Yolanda: WCC
Cc: Hayes, Claire: WCC
Subject: 16/08006/LIPDPS Shepherds Market Fine Wine 21 Shepherd Market

From: Hoppe Paul - Westminster
Sent: 11 August 2016 17:21
To: 'Hayes, Claire: WCC'
Subject: 16/08006/LIPDPS Shepherds Market Fine Wine 21 Shepherd Market

Good afternoon Claire,

Please add this to the report for the Committee meeting on 25th August 2016.

I have no comment to make on this email.

Regards

Paul

From: Hoppe Paul - Westminster
Sent: 11 August 2016 08:51
To: 'Janes, Toby'; '4rwork2015@gmail.com'; 'alangrantmail@gmail.com'
Cc: CW - Licensing
Subject: RE: 16/08006/LIPDPS Shepherds Market Fine Wine 21 Shepherd Market

Dear Mr Strebkov,

Thank you for your email below. I can confirm that the meeting is indeed on the 25th August 2016.

After having carefully read your email below, it appears that I shall not be able to assist you any further.

I look forward to meeting you on 25th August 2016.

Regards

Paul

PS 180CW Paul Hoppe Licensing Team
Territorial Police - Metropolitan Police Service
Telephone 020 7641 6016
Westminster City Hall, 4th Floor, 64 VICTORIA STREET, LONDON, SW1E 6QP
Please consider the environment before printing this email
NOT PROTECTIVELY MARKED / RESTRICTED

From: Janes, Toby [mailto:tjanes@westminster.gov.uk]
Sent: 11 August 2016 08:25

FROM APP TO POLICE

Wade, Yolanda: WCC

From: Айпад Айпадович <4rwork2015@gmail.com>
Sent: 10 August 2016 09:03
To: paul.hoppe@met.pnn.police.uk; Wade, Yolanda: WCC; Janes, Toby: WCC; Alan Grant; Hayes, Claire: WCC; sarah.j.marrison@met.pnn.police.uk
Subject: Re: 16/08006/LIPDPS Shepherds Market Fine Wine 21 Shepherd Market

Dear Sergeant Hoppe,

We have received your email and understand your inherent impulse however , on this occasion we seek to disagree with you for the following reasons:

1. Your complaint is on the administrative burden of competing Directors who are clearly in conflict
2. That is noted
3. The question is a different one which is what one does in this circumstance
4. To object to Mr. Alan Grant is not consistent with your communication that is a subterfuge we are not prepared to accept that.
5. Licensing works on rules and the rules are Mr Grant can not properly be denied his license we all realise that.
6. If your position is that you are retreating to a position that there is an investigation of Mr Grant in relation to the CCTV that is pure nonsense which will fail in court on the basis of your own response.
7. We will not be lectured on Licensing law by you or anyone else . We have taken the advice of Senior Counsel an expert in the area and do not appreciate your patronising attitude . With respect , he may know a little bit more about it than you do , although we appreciate your experience on the ground .
We have tried to be helpful to you in a cooperative manner and will continue to be so
8. You are correct that the committee decides but there is no legitimate reason for it to decide against us in the licensing application
9. We are simply stating our position and warning that a spurious complaint does not give you the right to object to the DPS transfer .
10. We have counsel available to talk to any advisers of the committee or you and we are not enchanted by your ridiculous email . The email itself is pregnant for judicial review we will not hesitate on that and give you opportunity to modify your comments .
11. We have been informed by the committee that there is a hearing on the 25th August at 10am , you told us it is on the 11th August (no time and place was confirmed) and we will instruct counsel accordingly . We will also seek costs from the licensing division if the licensing hearing on the 11th August is not live . Please confirm .
12. We are not minded, on advise from Senior counsel to tolerate this nonsense anymore and you are given notice accordingly .

Yours sincerely

Igor Strebkov
Director
Shepherds Market Fine Wine Ltd

FROM POLICE TO APP

Wade, Yolanda: WCC

From: Paul.Hoppe@met.pnn.police.uk
Sent: 09 August 2016 19:00
To: Wade, Yolanda: WCC; Janes, Toby: WCC; alangrantmail@gmail.com
Cc: Hayes, Claire: WCC; Sarah.J.Marrison@met.pnn.police.uk
Subject: RE: 16/08006/LIPDPS Shepherds Market Fine Wine 21 Shepherd Market

Dear Alan,

I have copied in other people as this matter appears to be getting out of hand. Please take expert licensing legal advice as it appears that you are not understanding this situation. The civil matter between the two Company Directors *must* be resolved swiftly to ensure a positive outcome. Also, for your information, I work at City Hall with the Westminster Council Licensing team. We meet regularly and I understand their position in the matter as they understand mine.

To clarify the position:

- Licensing Police have objected to the DPS application of Alan Grant for the reasons given. Until this is determined (by Licensing sub-Committee), no further applications can be considered. This is the meaning of the email from Mr David Sycamore regarding other applications. This means that the current DPS is still in post.
- Once this application has been made, and an objection received, the only way to avoid a Licensing meeting to determine whether the applicant should be appointed, is for the applicant to withdraw the application; which you have decided not to do.
- Therefore this licensing meeting will go ahead on Thursday 11th August 2016.
- I have taken advice from Westminster City Council Licensing Officers and at the meeting, the Licensing sub-Committee can and will **ONLY** make a decision on the matter in front of them. This being the application for a DPS transfer. The outcome will be a YES or NO.
- The Committee shall not be considering any other matters.
- The owner of the premises license may surrender the license, however, anyone who has an interest in the premises may resurrect the license.

As I have clearly explained, I am genuinely concerned over both parties lack of understanding of Licensing in this matter. The situation has been explained on numerous occasions over the last few weeks to both parties involved in the ownership of this premises license by Westminster Council Licensing Officers and my Police Team. The Police Licensing team are neutral in this matter and to make a decision would require 'choosing a side'. The Police Licensing team also feel that the Licensing Objectives would not be promoted if a DPS variation is granted as both parties have demonstrated an appetite to make counter applications - which could go on indefinitely. This means the premises would not have a stable, consistent DPS who authorises every sale of alcohol which would undermine the Licensing Objectives.

It is therefore felt that Westminster City Council; the Licensing Authority should make the decision on this application to ensure the Licensing Objectives are promoted.

I hope this situation is, at last, very clear.

Regards

Paul

PS 180CW Paul Hoppe Licensing Team
Territorial Police - Metropolitan Police Service
Telephone 020 7641 6016
Westminster City Hall, 4th Floor, 64 VICTORIA STREET, LONDON, SW1E 6QP
Please consider the environment before printing this email
NOT PROTECTIVELY MARKED / RESTRICTED

FROM ALAN GRANT TO LICENSING

Wade, Yolanda: WCC

From: Alan Grant <alangrantmail@gmail.com>
Sent: 08 August 2016 19:55
To: Wade, Yolanda: WCC
Cc: Айпад Айпадович; Ramsay, Paul: WCC
Subject: Re: 16/08006/LIPDPS Shepherds Market Fine Wine 21 Shepherd Market

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Ms Wade,

I truly appreciate your letter which as now been reviewed by senior counsel we comment as follows ;

1. We were simply articulating the view of Sergeant Paul (Dempsey since we are not certain of his surname)
2. It was his point that the administrative burden was such that he was minded to recommend the suspension of license we saw his point of view
3. From your communication you suggest that the view of the licensing Police would accelerate , if not determine , the suspension of the license
4. We have simply presented to you the view of the licensing Police and therefore , accelerating is accepted by you as stated yourselves
- 5 . If that is not the view of the licensing Police , there is no reason why Mr Alan Grant should not have the license transferred to him
6. It is important Sergeant Paul did not have any objection to Mr Grant but the toing and froing of the independent Directors .
7. It is important that you appreciate these issues, since otherwise the committee is susceptible to a successful judicial challenge which would be a waste of tax payers money .
8. Also we have had a email from a Senior licensing officer saying they will not allow a counter application from Mr Nathan Lowry
9. In any event therefore the executive of the licensing committee must, by definition, accept Mr Alan Grant application
10. The committee is therefore faced with its own executive opposing Mr Nathan Lowry and allowing Mr Grants application . That makes any refusal of Mr Grants application unreasonable ; the test for successful judicial review.
11. In these circumstances , the only rational and reasonable decision by committee is one of two;
A . Suspension of license on the basis of Sergeant Paul advertised view or

B. To approve Mr Alan Grants application

12. It is important to note that we are not applying for a suspension of the license what we are saying is that we agree with the licensing Police when they recommend that .

essentially if Sergeant Paul view remains as it is the matter is finished , on the basis suggested above

14. We are copying this letter to Sergeant Paul to keep him fully informed and so that we do not misrepresent what he has said to us we recommend you also forward it to him .

Your sincerely
Alan Grant
Igor Strebkov

On Monday, 8 August 2016, Wade, Yolanda: WCC <ywade@westminster.gov.uk> wrote:

Dear Mr Grant

Thank you for your email, the contents of which have been noted.

It is not down to the Licensing Authority to decide whether the application for variation of the DPS proceeds or not. It is entirely a matter for the applicant. If the applicant wishes not to take the matter to Licensing Sub-Committee hearing for determination then the application will need to be withdrawn, however if the applicant wishes to proceed with the application then it has to go to a hearing. Please note that any withdrawal must be made in writing by the applicant or someone authorised by the applicant to act on their behalf.

The Licensing Authority has no powers to just suspend the licence. To do this an application for review of the licence must be received and processed this will take a minimum of 2 months. If a review application is submitted by the Police or any other party then you should be aware that the LSC will have many options open to them including suspension and revocation of the licence.

To reiterate, it is not a decision for the Licensing Authority it is a decision for the applicant.

Kind regards

FROM LICENSING TO APP

Wade, Yolanda: WCC

From: Wade, Yolanda: WCC
Sent: 08 August 2016 10:52
To: 'Alan Grant'
Subject: RE: 16/08006/LIPDPS Shepherds Market Fine Wine 21 Shepherd Market

Dear Mr Grant

Thank you for your email, the contents of which have been noted.

It is not down to the Licensing Authority to decide whether the application for variation of the DPS proceeds or not. It is entirely a matter for the applicant. If the applicant wishes not to take the matter to Licensing Sub-Committee hearing for determination then the application will need to be withdrawn, however if the applicant wishes to proceed with the application then it has to go to a hearing. Please note that any withdrawal must be made in writing by the applicant or someone authorised by the applicant to act on their behalf.

The Licensing Authority has no powers to just suspend the licence. To do this an application for review of the licence must be received and processed this will take a minimum of 2 months. If a review application is submitted by the Police or any other party then you should be aware that the LSC will have many options open to them including suspension and revocation of the licence.

To reiterate, it is not a decision for the Licensing Authority it is a decision for the applicant.

Kind regards

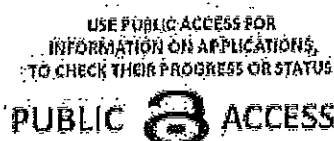
Miss Yolanda Wade
Senior Licensing Officer

Licensing Team
Public Protection and Licensing Department
Westminster City Council
4th Floor East
64 Victoria Street
London SW1E 6QP

Tel: 020 7641 [1872]

E-mail: ywade@westminster.gov.uk

Web: www.westminster.gov.uk/licensing



FROM ALAN GRANT TO AUTHORITY

Wade, Yolanda: WCC

From: Alan Grant <alangrantmail@gmail.com>
Sent: 05 August 2016 16:49
To: Айпад Айпадович
Cc: Wade, Yolanda: WCC; Ramsay, Paul: WCC; Alan Grant
Subject: Re: 16/08006/LIPDPS Shepherds Market Fine Wine 21 Shepherd Market

Follow Up Flag: Follow up
Flag Status: Completed

Shepherds Market Wine House 21 Shepherds market W1

Dear Sirs,

We have had opportunity to consult with the licensing police in relation to the license of the above premises .The licensing police position is sensible to this extent ;

1. They are fed up with the time they are sending on this issue
2. They do not want to be involved with a civil dispute , which we understand
3. There inclination is to suspend the license , we would support that application since it is the correct way to proceed .
4. Otherwise we understand and appreciate there will be rival applications from both Directors , which will waste much public time and money . Ideally the Directors should sort out there position by themselves , however the right decision would be to suspend the license until solution . In this circumstances , we will support the council and licensing Police in a application to suspend the license.

For the sake of clarity , the licensing Police have no inerrant objection to Alan Grant as DPS as they clearly can not as he is a publican and restaurateur of irreproachable experience and record , as a matter of fact nobody as questioned that because it can not be questioned .

6.it seems to us that if the license is suspended , pending resolution of Directors it would offer the most cost effective solution to a simple civil dispute

It is our intention to be helpful and sympathetic to the licensing police and council in an affair that they rightly should not waste public money .

The council therefore have choices to make ;

- A. to simply oppose the transfer, That does not make sense and is subject to judicial review
- B. To suspend the license , and if agreeable with the council we will withdraw our application for transfer but only on that basis .

The hearing on the 18th August will not then be necessary and save public costs

We await your urgent response

Regards
Igor Strebkov - Director
Alan Grant - DPS

APPENDIX D

APPLICANT SUBMISSIONS

Submissions

Application of Shepherds Market Fine Wine Ltd to vary premises license to specify Alan Grant as new Designated Premises Supervisor – Hearing 25 August 2016

The sole question for the Committee to determine is whether granting the application of Shepherds Market Fine Wine Ltd would undermine the prevention of crime objective.

There has been considerable correspondence between council officers, the police and officers of the applicant company. It is useful to set out the relevant statutory test which the Committee must apply:

39 Determination of section 37 application

(1) This section applies where an application is made, in accordance with section 37, to vary a premises license so as to specify a new premises supervisor ("the proposed individual").

(2) Subject to subsection (3), the relevant licensing authority must grant the application.

(3) Where a notice is given under section 37(5) (and not withdrawn), the authority must—

(a) hold a hearing to consider it, unless the authority, the applicant and the chief officer of police who gave the notice agree that a hearing is unnecessary, and

(b) having regard to the notice, reject the application if it considers it necessary for the promotion of the crime prevention objective to do so.

Some important points to note as this Committee will be well aware of are as follows:

- (i) Only the police can object to an application to vary the premises license to specify a new DPS
- (ii) The police are themselves limited to the prevention of crime objective. In other words they can only object on the basis that making the applied for variation would undermine crime prevention.

From proposition (1) the following submissions are made in relation to this application:

- The council has accepted an application from the license holder Shepherds Market Fine Wine Ltd to which the police have raised objection. The sole focus and remit of the committee is therefore to determine whether the crime prevention objective would be

- undermined by appointing Alan Grant as the DPS on the premises license
- There has been a suggestion that another Director Mr. Nathan Lowry may attend to object to the transfer. However section 39 of the Licensing Act 2003 is clear that only the police can object and the Licensing Committee is limited to considering the police objections and not those of any third party. An officer of the council's Licensing Department (Igor Kumarlo) has confirmed that any subsequent applications by Mr. Lowry would be rejected.

In relation to proposition (ii):

- The police have suggested that granting the transfer application would undermine the licensing objectives in the light of an ongoing civil dispute between existing directors. This objection has no legal basis in the context of this application. In particular the Committee is only concerned with the prevention of crime objective and not the other licensing objectives. If the police have concerns that the existing civil dispute may undermine any of the licensing objectives the proper course for them would be to apply for a review of the premises license. As far as the relevance of the civil dispute to the application to vary the DPS then the fact of a civil dispute between directors of the applicant company is not itself a crime and cannot conceivably amount to grounds undermining of the crime prevention objective.

The civil dispute

There is a civil dispute regarding compliance with a shareholder agreement. These matters fall outside the jurisdiction of the Licensing Committee. Mr. Igor Strebkov is one of the directors with standing to make the application on behalf of the company and has done so.

For completeness only the following submissions are made in relation to Mr. Strebkov's standing to submit the current application on behalf of Shepherds Market Fine Wine Ltd

- (i) Mr Igor Strebkov is a Director of the company and one of two he is not a non executive and as a Director can take decisions on behalf of the company.
- (ii) There is no company resolution saying that he took the wrong decision.
- (iii) There is therefore no question that any fiduciary challenge to my DPS appointment is completely misconstrued.
- (iv) In any event Mr Grant signed a contract with an Director with actual authority and ostensible authority under the company's act. Any dispute between Directors is a matter for civil courts
- (v) If their statement is that Igor is in breach of this fiduciary duties

- (vi) as a Director it is impossible to see that case can be made. The appointment of Mr Grant is in support of the company rather than a breach of fiduciary duties. There argument goes no where and is completely irrelevant to the DPS Committee hearing . It does not concern this committee in these circumstances

Prevention of Crime objective

We understand that the police have raised objection to Mr. Grant's appointment in relation to two matters:

- (i) Public disorder – this related to an incident between Mr. Strebkov and Mr. Lowry on 27 July 2016. We understand that Mr. Lowry objected to Mr. Strebkov's presence on site and had called a number of persons in to remove Mr. Strebkov. The police were called. Mr. Grant arrived on the scene after the police arrived. He was not involved in any disorder. The police has classified the incident as a civil matter and confirmed that no further action will be taken.
- (ii) Criminal damage – this issue relates to a report by Nathan Lowry about criminal damage to a CCTV camera. Mr. Lowry subsequently added to this complaint to the effect that one CCTV camera had been damaged and another removed. In fact Mr. Grant was instructed by Mr. Strebkov, a director of the company to adjust the CCTV camera to catch a broader sweep of patrons using the premises. No damage was caused to the CCTV camera and the police have subsequently dropped this matter.

We received today (24 August 2016) a statement from Sergeant Hoppe who appears to be making further allegations. Sergeant Hoppe appears to be referring to incident which Mr. Strebkov made to the police. In particular Mr. Strebkov reported to police that Mr. Lowry and his partner assaulted Mr. Strebkov and his wife. The police have said there is insufficient evidence. However the incident (which occurred before Mr. Grant was even known to Mr. Strebkov) has absolutely nothing to do with Mr. Grant and is of no relevance to the decision before the Licensing Committee.

Mr Grant's qualifications are unimpeachable. His CV is attached. The

Committee will see that:

- (a) He as has been a licensee for 20 years, with multiple London local Authorities;

(b) He has never been questioned at any time in relation to his license;

(c) In fact, Mr Dave Evans the Sector Inspector of the Metropolitan Police has called him "A model licensee".

(d) Mr Grant has been invited by the Mayor of London as a key industry stakeholder in his manifesto pledge to appoint a London's first night Czar 2016. That is a very significant. See attached letter

invitation . Fellow invitees including the Head of the Soho House Group;

(e) Mr Grant is of remarkable experience and reputation and has owned and run some of the finest bars and restaurants in the Notting Hill and Chelsea neighbourhoods;

(f) Indeed the Royal Borough of Kensington and Chelsea awarded his bar

the 'Best Bar None award' for 2008 see attached , for the best run and managed bar in the

Borough that year;

(g) He was also awarded the Timeout magazine award in 1999;

(h) In 2008 Sony radio made him the winner of the radio academy awards for his bar in West London.

Mr Grant therefore has not only skill, but also reputation and distinction in the management and licensing of a variety of bars and restaurants. He has a public profile and is trusted by the Mayor of London himself. His reputation is therefore on the line at all times. There is no known reason why he would state his reputation for a minuscule new bar in Shepherds Market.

One thing which is certain, with Mr Grant's background, is that he is sensitive to and can deal with any public order issue and has done

impeccably. He is also not susceptible to influence from either of the Directors and has been recruited for his independence and expertise. His job is to conduct the license in the best way and with the best method possible.

That is important because ultimately, the purpose of the DPS and the license holder is to enforce the rightful regulations of premises selling alcohol. That is also the concern of the Committee and it is difficult to see how Mr Grant's appointment is not conducive to the Committee's statutory function.

Mr Grant also encloses personal references from important individuals on their status . See attached;

1. Linda Horner - Local Notting Hill Resident Association,
2. Chris Bailey WestwayTrust – Previous Landlords of licensed premises for almost 10 years
3. Sergeant Neil Tulloch - My Local Police Sergeant of 5 years
4. Royal Borough of Kensington and Chelsea awarded my club Neighbourhood the 'Best Bar None award' for 2008
5. Letter from Mayor of London office - invited by the Mayor of London as a key industry stakeholder in London Night industries
6. Email from PC Hirst
7. Mr Alan Grant CV profile

Alan Grant profile CV

I have been for almost 20 years a licensee and DPS across a number of London venues and multiple local authorities. In these 20 years I have never been accused or convicted of any criminal offense whatsoever before or during my time as a licensee and DPS. I have always taken my duties and responsibilities extremely seriously and approached my job in the most professional manner, In fact I have been highlighted by my last Sector Inspector of over 5 years Dave Evans as a "model licensee" and was awarded a Best Bar None award from my local borough of Kensington & Chelsea recognising excellent management standards of the best run bars, Pubs and clubs in the Royal Borough of Kensington & Chelsea. This was awarded to me as DPS and licensee at premises I ran and owned for almost 10 years.

In the last 20 years I have developed, launched and owned a number of London's seminal Bars Restaurants clubs & music brands. From London first dj bar in Notting Hill to international club tours and award winning record labels.

- ★ Founder creator of 5 award winning bar Brands
- ★ Created and Launched industry "House Music Awards" Annual Awards Ceremony
- ★ Owner / Director of Bars night clubs and Private members clubs - Cherry Jam, Notting Hill Arts Club, Neighbourhood Club, Q Bar

Honours & Awards

New London Mayor Sadiq Khan's - London Night Czar 2016, invited to join list of key industry stakeholders

Best Bar None' Best Club Award 2008 –Awarded by Royal borough Kensington & Chelsea London

Time Out Award 1999 Best live Music format

Best Bar Award 2003 Smirnoff Club/Bar Awards

Sony radio award winner The Sony Radio Academy Awards 2008

BIIAB Level 2 Award for personal license Holder

Alan Grant DPS Licensee and Operator

Transfer of DPS Shepard's Market Wine House W1

Dear Committee:

One of my roles within the Metropolitan Police service was has a local Beat officer of the Colville Ward from 1999 to 2008. I now serve at the Borough of Brent.

I first worked with Alan Grant when he was the DPS licensee and owner of Neighbourhood Club at 12 Acklam Road W10, from September 2003 – April 2008 . At the time this was the largest licensed premises in the Borough of Kensington & Chelsea.

Over the years he was the DPS and licensee I found Mr Grant to be a very professional and conscientious licensee

Mr Grant would always be open and adhere to any changes in the licensing laws without question. I recall Mr Grant was very security conscious and we had no issues with the venue in the hands of Mr Grant.

As a manager Mr Grant would always link in with local police when he felt there may be any concerns in or around his venue. When I say concerns I merely mean when he was managing concerts such as the now famous Pharrell Williams which attracted a large crowd. Mr Grant would inform local Police so we could if needs be deploy officers to assist or just patrol the areas.

Mr Grant was awarded the Kensington and Chelsea Best Club Award 2008 owing to the tenacious and professional way he conducted his business.

On a personal note I always found Mr Grant to be a pillar of the community and lead in assisting with sponsoring any community events where he able too

If you require any further information please do not hesitate to contact me.

Yours Sincerely,

Neil Tulloch

28th August 2016

10:13 AM (16 minutes ago)

Licensing: WCC
via officesharedservice.onmicrosoft.com

to me, Igor, kumarlo.menns

Good morning

You do not need to come to the office, my colleague will contact you via email or telephone should he require any further information from you.

If a transfer application is submitted, it is standard procedure to check the directors of a company and the application form has to be signed by a director. If an application form is submitted by Mr Lowry it will be rejected in any event.

Regards

Senior Licensing Officer

Public Protection & Licensing

Westminster City Council

4th Floor South

64 Victoria Street

London SW1E 6QP

Team E-mail: licensing@westminster.gov.uk

Web: www.westminster.gov.uk

----- Forwarded message -----

From: <James.Hirst@met.pnn.police.uk>

Date: Tue, Aug 23, 2016 at 4:11 PM

Subject: Crime report: 6533250/16

To: alangrantmail@gmail.com

Dear Mr Grant,

Further to our conversation today, I can confirm a report was made in relation to possible damage to CCTV cameras on the 27th July 2016 (crime ref: 6533250/16 refers).

This has been investigated by myself and the report has been closed as a civil matter as no criminal offences were identified.

I can confirm that you are no longer sought as a suspect for this incident.

If you have any questions or queries then please do not hesitate to contact me.

Kind regards,

PC 1283CW James Hirst | Police Constable | Mayfair and St. James | West End Safer Neighbourhood Team | City of Westminster

Room D.308 | Charing Cross Police Station | Agar Street | London | WC2N 4JP | Extension 48106 |

☎Tel: [0207 321 8009](tel:02073218009) | Email: James.hirst@met.pnn.police.uk

Please consider the environment before printing this email

Find out what is happening in your neighbourhood - register by [clicking here](#)

Total Policing is the Met's commitment to be on the streets and in your communities to catch offenders, prevent crime and support victims. We are here for London, working with you to make our capital safer.



Awarded premises 2008

Winners and Awarded Premises 2008

The winners in 2008

The first awards night for the RBKC Best Bar None 2008 was held on Monday 30 June at the 20th Century Theatre. All the premises that achieved the Best Bar None (BBN) award received a plaque to display on their premises.

We will continue to promote the scheme and the member premises throughout the year. Congratulations to the winners:

- Best Bar: Art Bar, 87-89 Walton Street, SW3 2HP
- Runner-up Best Bar: Cactus Blue, 86 Fulham Road, SW3 6HR
- Best Nightclub: Blag Club, Basement, 11 Russell Gardens, W14 8EZ
- Runner-up Best Nightclub: Raffles, 287 King's Road, SW3 5EW
- Best Hotel Bar: Millennium Bailey's Hotel, 140 Gloucester Road, SW7 4QH
- Runner-up Best Hotel Bar: Carlton Tower, Cadogan Place, SW1X 9PY
- Best Pub and overall winner: Coleherne, 261 Old Brompton Road (note: premises closed October 2008)
- Runner-up Best Pub: Drayton Arms, 153 Old Brompton Road

Hotel Bars

- Archangel [1], 11-13 Kensington High Street
- The Collection 264 Brompton Road, London SW5 0QJ
- Janet's Bar, 30 Old Brompton Road
- Mango Lounge 306 Earls Court Road, London SW5 9BA
- Kosmopol 138 Fulham Road, London SW10 9PY
- Mokssh 222-224 Fulham Road, London SW10 9NB

Clubs

- Enterprise Hotel, 15-25 Hogarth Road, SW3 2HP
- London Marriott Kensington 147c Cromwell Road, London SW5 0TH
- Embargo [2], 533b King's Road, SW5 9LS
- The 606 Club [3], 90 Lots Road, SW10 9QL
- Neighbourhood 12 Acklam Road, London W10 5QZ
- Opal 36 Gloucester Road, London SW7 4QT
- Roof Gardens [4], 99 Kensington High Street, SW7 4QH

Pubs

- Bunch of Grapes 207 Brompton Road, London SW3 1LA
- Blackbird [5] 209 Earls Court Road, SW5 9AN
- Earls Court Tavern [6], 123 Earls Court Road, SW5 9RL
- Scarsdale Tavern [7], 23a Edwardes Square, W8 6HE
- Queens Arms [8], 30 Queens Gate Mews, SW7 5LQ
- O'Neills [9], 326 Earls Court Road, SW5 9BQ
- The Hour Glass, 279-283 Brompton Road, SW3 2DY
- Chelsea Potter [10], 119 King's Road
- Britania Pub and Dining [11], 1 Allen Street, London W8 6UX



Awarded premises 2008

Published on Royal Borough of Kensington and Chelsea (<https://www.rbkc.gov.uk>)

- [Hereford Arms](#) [12], 127 Gloucester Road, SW7 4TE
- Kings Head, 17 Hogarth Place, London SW5 0QT
- [Zetland Arms](#) [13], 2 Bute Street, SW7 3EX
- [Gloucester Arms](#) [14], 34 Gloucester Road, SW7 4RB
- [Hoop and Toy](#) [15], 34 Thurloe Place, SW7 2HQ
- The Tournament 344 Old Brompton Road, London SW5 9JU
- [Stanhope Arms](#) [16], 97 Gloucester Road, SW7 4SS

Print page: /

[Contact the Best Bar None team](#) [17]

Source URL: <https://www.rbkc.gov.uk/best-bar-none/winners-and-awarded-premises/awarded-premises-2008>

Links

- [1] <http://www.archangelw8.com/>
- [2] <http://www.embargorepublica.com/>
- [3] <http://www.606club.co.uk/>
- [4] <http://www.virginlimitededition.com/en/the-roof-gardens>
- [5] <http://www.blackbirdearls court.co.uk/>
- [6] <http://www.taylor-walker.co.uk/pub/earls-court-tavern-earls-court/c6723/>
- [7] <http://www.scarsdaletavern.co.uk/>
- [8] <http://www.thequeensarmskensington.co.uk/>
- [9] <http://www.theboltonearls court.co.uk/>
- [10] <http://www.taylor-walker.co.uk/pub/chelsea-potter-chelsea/c6708/>
- [11] <http://www.britanniakensington.co.uk/>
- [12] <http://www.herefordarms.co.uk/>
- [13] <http://www.taylor-walker.co.uk/pub/zetland-arms-kensington/c3725/>
- [14] <http://www.taylor-walker.co.uk/pub/gloucester-arms-south-kensington/c0626/>
- [15] <http://www.taylor-walker.co.uk/pub/hoop-and-toy-kensington/c3067/>
- [16] <http://www.stanhope-arms.co.uk/>
- [17] <http://www.rbkc.gov.uk/contactsdirectory/az.aspx?letter=L&orgid=982>

To whom it may concern:
Transfer of DPS

I am a long term resident of Broadwalk Court, a residential block of flats just off Notting Hill Gate, and a long standing member of our residents association.

I first encountered Alan when he was part of the management team for Notting Hill Arts Club, and from day one they acted in a professional and engaging manner. From communicating and introducing themselves upfront before they opened, pre-empting potential issues and putting plans in place before they opened. This included rubbish collection times, the times of day they could put rubbish out, and employing professional door staff.

They provided contact details so if there was an issue we could contact them at any time of day or night. Over the years we had the occasional issue, however given the success of the club these were minimal, and we're always dealt with very quickly, and followed up with communication of why it had happened and a plan in place to stop it happening again.

Alan was always courteous, helpful and professional, and many residents wish he was still involved in the arts club.

If you require any further information please do not hesitate to contact me.

Kind regards
Linda Horner

Linda Horner
Training Manager Fuller's Inns

Fuller Smith & Turner P.L.C. Griffin Brewery, Chiswick Lane South, London, W4 2QB.
Telephone 020 8996 2000 Direct 020 8996 2422 Mobile 07733 123990 www.fullers.co.uk

Reference for Alan Grant DPS Licensee and Operator :

Re. Transfer of DPS

To whom it may concern

I was employed from May 2001 to May 2013 as Regeneration Manager and later Head of Partnerships at The Westway Trust (formerly Westway Development Trust) a charity committed to enhancing the 23 acres of space under the Westway flyover. My role covering promotion of commercial lettings, business development and commercial-community relations, as well as regeneration and development projects. Westway's portfolio of over 120 commercial leases funds the public benefit work of the Trust, these include: licensed premises, such as that run at that time by Alan Grant; commercial offices; retail premises, and part of the world-famous Portobello Road market. Westway also run large leisure and sports facilities on around 8 acres of the estate themselves. Across the whole estate, these various premises collectively receive well in excess of one million visitors each year.

I first worked with Alan when he was the DPS licensee and owner of Neighbourhood Club at 12 Acklam Road W10, from September 2003 – April 2012. At the time this was the largest licensed premises in the Borough of Kensington & Chelsea.

Over the almost 10 years of his tenure I have found Mr Grant to be an excellent and responsible manager and licensee. During his tenure it was rare to ever need to contact Mr Grant as he was a proactive communicator to his landlord and kept us informed of his plans. He was also admirably speedy and comprehensive in response to any enquiries we were required to make about the building structure.

Furthermore the best recommendation a landlord can make of a licensee is that their reputation is unimpeachable and that the landlord rarely needs to think about them or their premises. This was the case with Alan Grant. Rents were paid and no issues were reported to us.

With other licensees of these and other premises, before and since, the Trust have occasionally had issues to deal with - but Alan produced no negative comment and where he made planning enquiries about development options kept us and the local authority well-informed. As a result, he was successful in relations with the Local Authority Licensing Committee in the Royal Borough of Kensington & Chelsea, where licensing is well and strictly managed to ensure that large premises such as Neighbourhood can function successfully without troubling residents.

Indeed, during his tenure, the premises which Alan Grant rented from us, the Neighbourhood Club, was awarded the 'Best Bar None' Best Club Award 2008. An accolade awarded by Kensington & Chelsea Council to the best run bar and club in the Borough, reflecting excellent management, an absence of licensing issues and good relations with the licensing authority and local community.

I have no hesitation in recommending him to you as a responsible person, a good licensee and an excellent tenant and business-person.

If you require any further information please do not hesitate to contact me.

Yours Sincerely,

Chris Bailey

Chris Bailey
Development Director

London Re-use Limited
28 Charles Square, London N1 6HT

Tel: 020 7324 4796

Mobile: 07979 647 237

Email: chris.bailey@londonreuse.org

Web: www.londonreuse.org



CONTRACT TO SUPPLY SERVICES

CONTRACT TO SUPPLY SERVICES

This Contract for Services is made on 27th July 2016 between Mr Igor Strebkov of Shepherds Market Fine wine Ltd 21 Shepherds Market W1J 7PN (hereinafter called the Business) and Mr A. Grant of Alan Grant Creative Consultants, 46 Gresham Street, London EC2V 7AY and Igor Matrosov of Status Quo Capital, 20-22 Wenlock Rd, London N1 7GU (hereinafter called the Contractors) and is subject to the following provisions and Terms of Engagement.

1. The effective date of this Contract for Services is 27th July 2016
2. Duties. The Contractor will provide project coordination services for the Business. The Businesses may provide tools and facilities needed to carry out the tasks, such as telephone, laptop and other necessary equipment.
3. Expenses. The business will pay for any additional expenses incurred by the contractor, such as travel cost, excess charges and any other necessary costs required to provide the service. Those costs are to be added to the monthly invoice.
4. It is the Contractor or his replacement's responsibility to ensure that all work is carried out strictly in accordance with the requirements of the Health and Safety at Work Act 1974, the Factories Act 1961 and the Offices, Shops and Railway Premises Act 1963 and any other statutes or regulations which may apply.
5. Accounting. The Contractors will render the Business with monthly invoices in respect of the charges. VAT will be charged if appropriate. The Contractors will be responsible for their personal taxation and National Insurance liabilities.
6. Hours of work. The Contractors will provide services on an 'as required' basis. Actual hours worked will be the discretion of the Contractors.
7. Subcontracting. The Contractor is free to subcontract or employ a replacement to fulfil the duties of the contract as long as the Businesses consider that the replacement is suitable.
8. Rate of Charges – SEE BELOW UNDER TERMS OF ENAGEMENT
9. Termination. This Contract can be terminated by either party on the basis of 1 months' notice after the first 12 months of the contract. For the avoidance of doubt the minimum term of contract is 12 months. If the business wants to terminate the agreement earlier, it must clear the total outstanding amount to the contractor on the day of termination. For the avoidance of doubt the outstanding amount will be calculated based on the last invoice paid to the contractor.
10. Upon termination the Contractor agrees not to solicit any of the Business's clients with a view to provide project management services for a period of 3 months.

TERMS OF ENGAGEMENT

NB. all decisions on purchasing expenditure and spending of any company funds will be signed off and authorised by company Director Igor Strebkov .

Igor Matrosov – reports directly to Igor S Director

Key areas of responsibility:

Suppliers

Finance and accounting margins and budgets

Legal – including staff contracts review

Marketing – with AG

Stocks

Facilities admin

Reporting

Tills

Review all company contracts

Igor Matrosov monthly retainer:

£1500 per month plus 15% equity profit share paid monthly on new company accountants sign off of accounts.

Minimum term of management agreement 12 months

Alan Grant - reports directly to Igor S Director

Key areas of responsibility:

Venue management and staff assessments

Day to day responsibility for operators and management of site

Licensing and DPS provider to allow trading of premises

Root and branch review of all areas of business to establish the current state of the company and business along with options moving forward, report back to Igor S within 4 weeks of start of contract.

Manage all F&B and day-to-day operations within budgeted guidelines and to the highest standards

Preserve excellent levels of internal and external customer service

Menus, purchase goods and continuously make necessary improvements

Identify customer's needs and respond proactively to all of their concerns

Lead staff team by attracting, recruiting, training and appraising talented personnel

Establish targets, KPI's, schedules, policies and procedures

Provide a two-way communication and nurture an ownership environment with emphasis in motivation and teamwork

Report on management regarding sales results and productivity

Monthly retainer:

Alan Grant Fees - £3500 first month management fee payment paid on signing of agreement 27th July 2016.

2nd month and for the next 11 months of agreement management fee payment £2000.00 plus 15% equity profit share paid monthly on new company accountants sign off of accounts.

Minimum term of management agreement 12 months

FEE RATE.

Fee rate to be reviewed every 6 months starting from the date of this contract, it has been agreed that the first review will take effect from January 2017.

INVOICING.

Contractors' invoices will be due on the 1st of each month

PAYMENT.

Contractors will be paid by bank transfer by close of the same working day

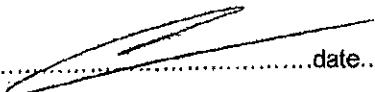
DAYS AND HOURS OF WORK.

Discretion of the contractors.

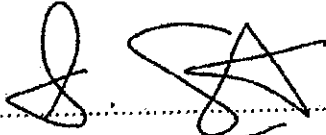
NOTICE PERIODS.

The notice period on either side will be 1 months following the minimum term of 12 months. If the business wants to terminate the agreement earlier, it must clear the total outstanding amount to the contractor on the day of termination. For the avoidance of doubt the outstanding amount will be calculated based on the last invoice paid to the contractor.

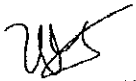
Contents noted and agreed

Signed  date 27/07/2016

Business: Mr Igor Strebkov of Shepherds Market Fine Wine Ltd, 21 Shepherds Market W1J 7PN

Signed  date 27 July 2016
OPERATIONS DIRECTOR

Contractor: Alan Grant Creative Consultants, 46 Gresham Street, London EC2V 7AY

Signed  date 27 July 2016

Contractor: director Status Quo Capital, 20-22 Wenlock Rd, London, N1 7GU



anna.sudbina <anna.sudbina@gmail.com>

Letter from London Mayor's Office

Alan Grant <alangrantmail@gmail.com>
To: anna.sudbina <anna.sudbina@gmail.com>

23 August 2016 at 14:07

On Mon, Jun 20, 2016 at 4:10 PM, Mayor of London <mayor@london.gov.uk> wrote:

Dear Mr Grant

Night Czar

Thank you for your enquiry and comments about the importance of London's night-time economy. We welcome your support for the Mayor's manifesto pledges to introduce the Agent of Change principle, appoint a Night Czar and better support London's music and club scenes. The Mayor has made culture one of his priorities because of its growing economic importance, but also because of the role it plays in creating a strong and equal society.

London's cultural offer is the reason 80% of tourists give for visiting the city. Culture and the creative industries account for one in six London jobs and give the capital its unique character, making it a place that people want to live, work and party.

The Culture team at City Hall will be developing plans for the Night Czar, Night Time Commission and music programme over the coming months and would be very happy to update you as the work progresses. As I'm sure you'll understand, we have received a large number of offers of support which the team are currently responding to. We have therefore set up a list of key industry stakeholders which we would like to include you on.

Please contact Shain Shapiro (shain.shapiro@london.gov.uk) who runs the Night Time Commission, to ensure that you are included on this list and receive regular updates.

GREATERLONDONAUTHORITY
EMAIL NOTICE:

The information in this email may contain confidential or privileged materials. Please read the full email notice at <http://www.london.gov.uk/email-notice>

APPENDIX E

NATHAN LOWRY OTHER DIRECTOR SUBMISSION

FORTUNELAW

Strictly Private & Confidential

Licensing Team
Westminster City Hall
4th Floor
64 Victoria Street
London
SW1E 6QP

Sent by email only: licensing@westminster.gov.uk

29 July 2016

Dear Sirs

Re: Shepherds Market Fine Wine Ltd (the "Company")
Premises licence number: 16/03441/LIPVM
Designated premises supervisor: Nathan Nicholas Lowry
Licence number: 05/02119/LIPERS
Licensing authority: City of Westminster Council

We act for Mr Nathan Lowry, director and majority shareholder in the Company.

We understand that Mr Igor Strebkov, co-director and minority shareholder in the Company, has on 28 July 2016 made an application to vary the above mentioned premises licence to remove Mr Lowry as the Designated Premises Supervisor ("DPS") and to appoint an alternative DPS.

It is our understanding that Mr Strebkov's application was to appoint a Mr Alan Grant as DPS.

We are in possession of CCTV footage and imagery demonstrating that Mr Grant has, on 27 July 2016, caused criminal damage to the premises. Mr Strebkov was present at the premises at the relevant time and unless proven otherwise appears to have either permitted or authorised such criminal damage. This incident has today been reported to Westminster Police with crime/incident number 6533250-16.

Please find enclosed the following:

1. CCTV footage dated 27 July 2016 and timed at 18:48; and
2. Stills from CCTV dated 27 July 2016 and timed at 18:40:07, 18:40:07 and 18:47:38.

Fortune Law Ltd

Company number: 06332336

This firm is regulated by the Solicitors Regulation Authority

Registered Office: 17 Hanover Square London W1S 1BN

Telephone: 020 3102 6372 Fax: 020 7440 2543

Email: enquiries@fortunelaw.com Web: www.fortunelaw.com

FORTUNELAW

We wish to draw the Licensing Team's attention to any other application by Mr Strebkov in respect of the above named premises licence, in respect of any other individual.

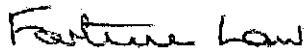
Our client is concerned that Mr Strebkov lacks the required knowledge of the licensing objective, himself having permitted his acquaintances to drink alcohol outside the premises in breach of the premises licence. Please see the enclosed photographs.

In addition, on 27 July 2016 Mr Strebkov and Mr Alan Grant categorically stated both to Ms Kassam of this firm, our client and the Westminster Police officers who were called on site that they had received a new DPS licence on 27 July 2016, although they were unable to produce this as required. It is on this basis that they informed our client that he was effectively barred from the premises despite being the registered DPS, director and majority shareholder. However, we were informed by "Heidi" of the Licensing Team at Westminster Council that the application to change the DPS was only made this morning. We are concerned therefore that Mr Strebkov has misled the authorities in this regard.

Please do contact Ms Shainul Kassam of this firm on 020 3102 6371 or at skassam@fortunelaw.com if you require any additional information.

We would be grateful if you could confirm receipt of this letter.

Yours faithfully,



FORTUNE LAW

Fortune Law Ltd

Company number: 06332336

This firm is regulated by the Solicitors Regulation Authority

Registered Office: 17 Hanover Square London W1S 1BN

Telephone: 020 3102 6372 Fax: 020 7440 2543

Email: enquiries@fortunelaw.com Web: www.fortunelaw.com

FORTUNELAW

Strictly Private & Confidential

Licensing Team
Westminster City Hall
4th Floor
64 Victoria Street
London
SW1E 6QP

Sent by email only: licensing@westminster.gov.uk and CW-Licensing@met.police.uk

URGENT

2 August 2016

Dear Sirs

Re: Shepherds Market Fine Wine Ltd (the "Company")
Premises licence number: 16/03441/LIPVM
Designated premises supervisor: Nathan Nicholas Lowry
Licence number: 05/02119/LIPERS
Licensing authority: City of Westminster Council

An application has been published on 1 August 2016 of which we are now aware, regarding the appointment of Mr Alan Grant as the Designated Premises Supervisor ("DPS") in respect of the above named licence.

We understand that the application process is pending, subject to payment of the relevant fee.

Mr Igor Strebkov, has stated on the application form (a copy of which is attached) that he is authorised to make the application on behalf of the Company, as a director of the Company.

Unfortunately this is incorrect. The Articles of Association of the Company (as attached) set out in Articles 7 and 8 that decisions of the directors must be made by a majority of the directors or unanimously. Mr Strebkov has, in breach of his obligations, not followed the required procedures and consequently and more significantly from a licensing perspective, is not entitled to represent the Company as he has represented to you.

Mr Nathan Lowry, the co-director, majority shareholder of the Company and the current named DPS, is also responsible for the day to day management of the Company including the appointment of the DPS and Mr Strebkov is consequently acting outside of his remit in this regard.

Fortune Law Ltd

Company number: 06332336

This firm is regulated by the Solicitors Regulation Authority
Registered Office: 17 Hanover Square London W1S 1BN

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As you are aware Mr Lowry has reported an incident of criminal damage and theft in respect of Mr Alan Grant which is currently pending. In addition our client is currently taking urgent advice in respect of injunctive relief against Mr Strebkov (further correspondence to follow) and therefore this correspondence should be treated in strict confidence and not disclosed to the applicant or any related parties including but not limited to Mr Alan Grant and Mr Kumarlo Menns of Smithfield Partners.

Yours faithfully,

Fortune Law

FORTUNE LAW

Fortune Law Ltd

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Strictly Private & Confidential

Smithfield Partners
Temple Chambers
3-7 Temple Avenue
London
EC4Y 0HP

Sent by email only: kumarlo.menns@smithfieldpartners.com

2 August 2016

Dear Sirs

Re: Shepherds Market Fine Wine Limited (the "Company")

We write further to your email of 27 July 2016 and attachment, purporting to be a formal notice of termination of our client's employment with the Company (the "Notice").

Firstly, prior to receiving the Notice from your firm in its email to us timed 15:11, we received a copy of the Notice by email timed 15:06 from your client directly. In addition, your client also sent the Notice directly to our client by email timed 15:04.

As you are well aware, and as specifically set out in our letter to you of 14 July 2016, as both of our clients are legally represented any communication should be made between our respective firms. It is wholly inappropriate for your client to contact our client while we are instructed to act on our client's behalf.

Once again we repeat that all future correspondence should be sent to this firm. Your client is not permitted to communicate with our client when you know he has retained a lawyer unless we consent or where there are exceptional circumstances.

Notice of termination of alleged employment

Turning to the contents of the Notice, your client's purported termination of our client's alleged employment with the Company has no legal force or effect.

1. Our client has never been in an employment relationship with the Company.
2. There exists no contract of employment between our client and the Company whatsoever.
3. There is no mutuality of obligation between our client and the Company. The Company has never been under any obligation to offer work to our client, and our client has never been under any obligation to accept any work offered by the Company.

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4. The Company does not exercise any or any sufficient control over what day to day services our client provides, how he provides them or when he provides them. There is no relationship of subordination between the Company and our client. Our client is not subject to the Company's supervision, orders and directions as to the manner in which he provides or performs his services. Our client is not under any obligation to exclusively provide his services to the Company.

5. Further, the Company does not pay our client wages or a salary. Our client is not subject to the Company's internal employment procedures such as a disciplinary or grievance procedure. The Company does not provide him with sick pay, contractual holiday pay, or the provision of benefits associated with employment. There is no restriction on our client providing his services to other companies.

In providing his services under the Investment Agreement, our client clearly assumes a high degree of personal financial risk. He is responsible for his own investment in and management of the business. He has the opportunity of profiting from sound management in providing his services. He is concerned in the business on his own account with a view to personal profit.

6. At all material times the status of our client has been that of director, founder and majority shareholder.

7. The contract under which our client manages the site for the business is solely governed by express terms of clause 5.10 of the Investment Agreement. Pursuant to clause 5.9, he is entitled to be paid a fee of £25,000 plus VAT per annum. We have dealt with this in previous correspondence.

8. In any event, it clear that there is no garden leave clause. That being the case, whatever the status of our client, the Company has no contractual authority to place him on garden leave until expiry of notice of termination.

Your position on this issue is plainly misconceived.

Your client's conduct

On 27 July 2016 at circa 15:11 you served the Notice upon this firm and our client as set out above.

In addition to the Notice served by you and your client, your client informed management and staff at the premises that your client had terminated our client's employment.

Your client has stated in the Notice that he had asked security and staff to prevent our client from accessing the premises and to take steps to remove our client should he obtain access.

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Furthermore your client made a series of extremely serious allegations against our client to members of staff in effect stating that our client was a criminal and that he had committed fraud against your client. Staff have further confirmed that additional statements were made to them by your client or on his behalf that our client would not honour their salaries given that he had stolen money from your client.

Having been advised that your client's purported termination of our client's employment was of no legal effect, our client attended the premises at 21 Shepherds Market with Ms Kassam of these offices, accompanied by members of staff who were due to start their shift. Our client had contacted Westminster Metropolitan Police concerned that your client's threats and unlawful behaviour could result in a breach of the peace.

Shortly after arrival at the premises your client accompanied by a certain Mr Alan Grant and one of 2 security guards, no doubt employed by your client, approached our client, Ms Kassam and members of staff. Mr Grant introduced himself and stated that a report had been made to the police regarding our client's conduct, that a report had been submitted to the 'Serious Fraud Office', and that he hoped that our client "would stick around for a bit longer" as the police were on their way.

It is quite clear that your client had not made any reports to the SFO or contacted the police, because the police who did attend, attended as a result of the call made by our client.

When the police eventually arrived Mr Grant confirmed on your client's behalf that he was the DPS and that he had the relevant paperwork although he was not able to produce this. He further confirmed to PC Siobhan Eliot that an application had been made to change the DPS earlier that day. As we have now been made aware the application was in fact made the following day, 28 July 2016. Please see enclosed.

Due to the dispute between the parties and your client's insistence that the DPS had been changed on your client's application (which transpired not to be correct), the Police closed down the premises to avoid a breach of the peace. The keys to the premises were deposited by the Police at Belgravia Police Station. These were collected on behalf of our client on the morning of 28 July 2016 as he was lawfully entitled to do.

Since that date your client has approached one of the Company's largest suppliers of wine, Enotria, and informed them that our client is a fraudulent business man and that they should stop trading with our client and stop supplying to the Company. The supplier was very concerned as a consequence.

These are serious allegations levelled against our client for which you have provided no evidence. In addition to this your client is acting in a manner which is damaging the goodwill of the business, in respect of which our client reserves his rights in full.

Furthermore, our client has become aware that your client has authorised or permitted the damage to a CCTV camera at the Company's premises by Mr Alan Grant and that

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documentation belonging to our client and to the Company have been removed from the premises. Please see attached evidence in respect of the same. Our client reserves his rights in full.

Given your client's recent conduct, we require that your client provide our client with the following undertakings:

1. Your client shall not make any further adverse or derogatory comment about Mr Nathan Lowry to any supplier, staff member, customer or other third party, and shall not do anything which shall or may bring Mr Nathan Lowry, the Company or its employees into disrepute.
2. Your client shall immediately and in writing withdraw his application to appoint Mr Alan Grant in substitution of our client as the DPS in respect of the premises, on the basis that he has no authority to submit any application to vary the identity of the DPS, and shall provide us with written confirmation of the same by no later than 5pm Tuesday 2 August 2016.
3. Your client shall not in any way prejudice the value of any shares in the Company.

Board Meeting 2 August 2016 5pm.

It is evident that there has been a breakdown in communication and that the relationship between the parties has deteriorated to such an extent that they are no longer able to work together.

Despite the fact that your client has made in your letter dated 13 July 2016 a series of unsubstantiated allegations against our client which have not been particularised in your letter dated 13 July 2016, we have proposed mediation in order to enable the parties to meet with an independent third party in order to settle their differences as amicably as possible and with limited costs.

Unfortunately your client has refused to engage in a reasonable manner and has instead chosen to escalate the dispute by engaging in the conduct referred to above.

Notwithstanding this our client wishes to resolve this matter swiftly. Please see the attached notice calling a meeting of the board of directors in accordance with Articles 7 and 8 of the Company's Article of Association, to be held today 2 August 2016 at 5pm at our offices. This board meeting is to be held on an urgent basis given the current situation and should enable our respective clients to meet in a professional environment in order to discuss how best to deal with the management of the Company.

This notice is addressed to your client at the Company's registered office address but given that you are instructed we are sending this to you direct for onward forwarding to your client.

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Our client is happy for legal advisors for both parties to be in attendance at this board meeting.

Should your client refuse to provide the undertakings requested and/or fail to attend the board meeting called then our client reserves all his rights, including the right to commence proceedings against your client in the High Court or otherwise (without further reference to you should that prove necessary).

If proceedings become necessary, the remedies available to our client include an injunction, delivery up, damages, legal costs and interest.

Please confirm that you are authorised to accept service of proceedings on behalf of your client in respect of this matter. Please also confirm if you are authorised to accept service by fax or other electronic means in accordance with Practice Direction 6A.

Yours faithfully,

Fortune Law

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Licensing Team
Westminster City Hall
4th Floor
64 Victoria Street
London
SW1E 6QP

Sent by email only: licensing@westminster.gov.uk and CW-Licensing@met.police.uk

URGENT

24 August 2016

Dear Sirs

Re: Shepherds Market Fine Wine Ltd (the "Company")
Premises licence number: 16/03441/LIPVM
Designated premises supervisor ("DPS"): Nathan Nicholas Lowry
Licence number: 05/02119/LIPERS
Licensing authority: City of Westminster Council

We write further to the licensing sub-committee hearing scheduled for 10am tomorrow 25 August 2016.

As we have already notified you, Mr Strebkov does not have authority to make such application under the Company's Articles of Association. The Articles of Association are freely available at Companies House (please see attached) and Article 7 states that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 8. Article 8 requires unanimity. No decision by the board can be taken by one director alone. There can be no change of the DPS unless both directors agree.

Mr Strebkov is not entitled to represent the Company as he has represented to you. We have informed him and his advisers of this on more than one occasion.

Mr Nathan Lowry, the co-director, majority shareholder of the Company and the current named DPS, is also responsible for the day to day management of the Company including the appointment of the DPS under a separate investment agreement and Mr Strebkov is consequently acting outside of his remit in this regard.

We refer to our letters dated 29 July 2016 and 2 August 2016 setting out our objections to Mr Strebkov's application on the basis that Mr Strebkov has no authority and also more significantly lacks the required knowledge of the licensing objectives.

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We have offered mediation and to call a board meeting on a number of occasions to resolve the situation which is best left to the parties to deal with internally. We therefore ask the licensing sub-committee to retain the status quo with respect to the DPS to enable the parties to resolve their business dispute and terms of exit internally.

However, if the licensing sub-committee takes a different view and make the decision to change the DPS pursuant to Mr Strebkov's application then we intend to immediately submit an application to register Mr Lowry as the DPS to rectify the situation, Mr Strebkov's breach and to ensure smooth operational running of the business.

A copy of our client's application is enclosed and will be submitted electronically immediately following the outcome of the hearing if necessary.

Yours faithfully,

Fortune Law

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64 Victoria Street
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SW1E 6QP

Sent by email only: licensing@westminster.gov.uk and CW-Licensing@met.police.uk

5 September 2016

Dear Sirs

Re: Shepherds Market Fine Wine Ltd (the "Company")
Premises licence number: 16/03441/LIPVM
Designated premises supervisor ("DPS"): Nathan Nicholas Lowry
Licence number: 05/02119/LIPERS
Licensing authority: City of Westminster Council

We write further to previous correspondence and the licensing sub-committee hearing held at 10am 25 August 2016 (the "Hearing").

At the Hearing, we were provided with certain correspondence and documentation by Mr Winston Brown of Brown & Co Solicitors, appearing on behalf of Mr Strebkov.

We understand that this documentation was sent to Westminster Council late on the evening of 24 August 2016, the day before the Hearing. We have not previously had sight of this documentation but we have reviewed it carefully since receipt.

It is clear from the documents submitted that Mr Strebkov and Mr Grant, the proposed DPS, have deliberately misrepresented critical facts and knowingly submitted documentation to support their application which is blatantly untrue.

We make specific reference below:

1. "Mr Strebkov is a director of the Company and can take decisions on behalf of the Company."

Whilst it is correct that Mr Strebkov is a director, he is not entitled to make management decisions in respect of the Company, these are matters Mr Lowry is fully responsible for. Mr Strebkov has committed a breach of contract in this regards and

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the relevant contract has yesterday been terminated by Mr Lowry.

2. "The appointment of Mr Grant is in support of the Company, rather than a breach of fiduciary duties."

This is incorrect. We have set out in correspondence Mr Strebkov's breaches of both the Investment Agreement and the Company's Articles of Association.

3. Mr Grant states that at the incident of 27 July 2016 Mr Lowry objected to Mr Strebkov's presence at the premises and called a number of persons in to remove Mr Strebkov.

This is incorrect. Mr Strebkov arrived at the premises with a number of individuals including 2 'security guards' with a view to barring Mr Lowry from the premises. Mr Lowry was informed of this by members of staff at the premises. Mr Lowry subsequently attended the premises with Ms Kassam of this firm and 2 members of staff and waited a short distance away from the premises for circa 2 hours for police to attend.

4. Mr Grant states that he arrived on the scene **after** the police arrived.

This is incorrect. We can provide CCTV evidence as well as contemporaneous attendance notes written by Ms Kassam and emailed to this firm which demonstrate that Mr Grant was already at the premises before Mr Lowry and Ms Kassam of this firm arrived. The police arrived much later in the evening. All parties were in attendance at the premises when the police arrived. We refer you to CCTV stills (which were previously sent to you on 29 July 2016) which clearly show Mr Grant on the premises at 18:48.

Mr Grant was onsite before Mr Lowry arrived and proceeded to introduce himself to Mr Lowry informing him that his employment had been terminated, that Mr Strebkov had made a report to the SFO against Mr Lowry and that he very much hoped Mr Lowry would "stick around a bit longer" as they had called the police. It was in fact Mr Lowry who had called the police prior to his arrival.

5. Criminal damage. Mr Grant asserts that he was instructed by Mr Strebkov to adjust the CCTV camera to catch a broader sweep of patrons using the premises.

This is not the incident to which we refer. The CCTV camera we refer to is located in the Company's offices at the premises.

6. Reference from PC Neil Tulloch dated 28 August 2016.

This reference was dated 3 days post the Hearing and we question its validity.

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We submit that the contents of Mr Grant's submissions raise serious concerns regarding his suitability for the role of DPS and his regard to the licensing objectives.

Mr Strebkov, and Mr Grant's, actions to date have done nothing but disrupt trading and bring the Company into disrepute and unwarranted scrutiny from public authorities such as Westminster Council and the Metropolitan Police.

In assessing Mr Strebkov's application to appoint Mr Grant as the registered DPS these issues should be reviewed further.

This letter has been headed 'Strictly Private & Confidential' due to the nature of our professional services. However, in line with previous correspondence on this matter, we hereby authorise you to distribute this correspondence as you deem necessary.

We await hearing from you.

Yours faithfully,

Fortune Law

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MODEL ARTICLES FOR PRIVATE COMPANIES LIMITED
BY SHARES

INDEX TO THE ARTICLES

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms
2. Liability of members

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3. Directors' general authority
4. Shareholders' reserve power
5. Directors may delegate
6. Committees

DECISION-MAKING BY DIRECTORS

7. Directors to take decisions collectively
8. Unanimous decisions
9. Calling a directors' meeting
10. Participation in directors' meetings
11. Quorum for directors' meetings
12. Chairing of directors' meetings
13. Casting vote
14. Conflicts of interest
15. Records of decisions to be kept
16. Directors' discretion to make further rules

APPOINTMENT OF DIRECTORS

17. Methods of appointing directors
18. Termination of director's appointment
19. Directors' remuneration
20. Directors' expenses

PART 3

SHARES AND DISTRIBUTIONS

SHARES

21. All shares to be fully paid up
22. Powers to issue different classes of share
23. Company not bound by less than absolute interests
24. Share certificates
25. Replacement share certificates

26. Share transfers
27. Transmission of shares
28. Exercise of transmitters' rights
29. Transmitters bound by prior notices

DIVIDENDS AND OTHER DISTRIBUTIONS

30. Procedure for declaring dividends
31. Payment of dividends and other distributions
32. No interest on distributions
33. Unclaimed distributions
34. Non-cash distributions
35. Waiver of distributions

CAPITALISATION OF PROFITS

36. Authority to capitalise and appropriation of capitalised sums

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

37. Attendance and speaking at general meetings
38. Quorum for general meetings
39. Chairing general meetings
40. Attendance and speaking by directors and non-shareholders
41. Adjournment

VOTING AT GENERAL MEETINGS

42. Voting: general
43. Errors and disputes
44. Poll votes
45. Content of proxy notices
46. Delivery of proxy notices
47. Amendments to resolutions

PART 5

ADMINISTRATIVE ARRANGEMENTS

48. Means of communication to be used
49. Company seals
50. No right to inspect accounts and other records
51. Provision for employees on cessation of business

DIRECTORS' INDEMNITY AND INSURANCE

52. Indemnity
53. Insurance

PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

1. In the articles, unless the context requires otherwise—

“articles” means the company’s articles of association;

“bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

“chairman” has the meaning given in article 12;

“chairman of the meeting” has the meaning given in article 39;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

“director” means a director of the company, and includes any person occupying the position of director, by whatever name called;

“distribution recipient” has the meaning given in article 31;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“fully paid” in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;

“hard copy form” has the meaning given in section 1168 of the Companies Act 2006;

“holder” in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

“instrument” means a document in hard copy form;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“paid” means paid or credited as paid;

“participate”, in relation to a directors’ meeting, has the meaning given in article 10;

“proxy notice” has the meaning given in article 45;

“shareholder” means a person who is the holder of a share;

“shares” means shares in the company;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006;

“transmittee” means a person entitled to a share by reason of the death or bankruptcy of a

shareholder or otherwise by operation of law; and

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

Liability of members

2. The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

Directors' general authority

3. Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

Shareholders' reserve power

- 4.—(1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

Directors may delegate

- 5.—(1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—
 - (a) to such person or committee;
 - (b) by such means (including by power of attorney);

(c) to such an extent;
(d) in relation to such matters or territories; and
(e) on such terms and conditions;
as they think fit.

(2) If the directors so specify, any such delegation may authorise further delegation of the

directors' powers by any person to whom they are delegated.

(3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

Committees

6.—(1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

(2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

7.—(1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.

(2) If—

(a) the company only has one director, and

(b) no provision of the articles requires it to have more than one director,
the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

Unanimous decisions

8.—(1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

(3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

(4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

Calling a directors' meeting

9.—(1) Any director may call a directors' meeting by giving notice of the meeting to the

directors or by authorising the company secretary (if any) to give such notice.

- (2) Notice of any directors' meeting must indicate—
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
- (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation in directors' meetings

- 10.—(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—
- (a) the meeting has been called and takes place in accordance with the articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- (3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Quorum for directors' meetings

- 11.—(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.
- (3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—
- (a) to appoint further directors, or
 - (b) to call a general meeting so as to enable the shareholders to appoint further directors.

Chairing of directors' meetings

- 12.—(1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairman.
- (3) The directors may terminate the chairman's appointment at any time.
- (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

Casting vote

13.—(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

(2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

Conflicts of interest

14.—(1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

(2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.

(3) This paragraph applies when—

(a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;

(b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

(c) the director's conflict of interest arises from a permitted cause.

(4) For the purposes of this article, the following are permitted causes—

(a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;

(b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and

(c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.

(5) For the purposes of this article, references to proposed decisions and decision-making

processes include any directors' meeting or part of a directors' meeting.

(6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

(7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

Records of decisions to be kept

15. The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

Directors' discretion to make further rules

16. Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

Methods of appointing directors

17.—(1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

- (a) by ordinary resolution, or
- (b) by a decision of the directors.

(2) In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

(3) For the purposes of paragraph (2), where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

Termination of director's appointment

18. A person ceases to be a director as soon as—

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) *[paragraph omitted pursuant to The Mental Health (Discrimination) Act 2013]*
- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

Directors' remuneration

- 19.—(1) Directors may undertake any services for the company that the directors decide.
- (2) Directors are entitled to such remuneration as the directors determine—
- (a) for their services to the company as directors, and
 - (b) for any other service which they undertake for the company.
- (3) Subject to the articles, a director's remuneration may—
- (a) take any form, and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

Directors' expenses

20. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—
- (a) meetings of directors or committees of directors,
 - (b) general meetings, or
 - (c) separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

All shares to be fully paid up

- 21.—(1) No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.
- (2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

Powers to issue different classes of share

- 22.—(1) Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

(2) The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

Company not bound by less than absolute interests

23. Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

Share certificates

24.—(1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

(2) Every certificate must specify—

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) that the shares are fully paid; and
- (d) any distinguishing numbers assigned to them.

(3) No certificate may be issued in respect of shares of more than one class.

(4) If more than one person holds a share, only one certificate may be issued in respect of it.

(5) Certificates must—

- (a) have affixed to them the company's common seal, or
- (b) be otherwise executed in accordance with the Companies Acts.

Replacement share certificates

25.—(1) If a certificate issued in respect of a shareholder's shares is—

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

(2) A shareholder exercising the right to be issued with such a replacement certificate—

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

Share transfers

26.—(1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

- (2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- (3) The company may retain any instrument of transfer which is registered.
- (4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- (5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

Transmission of shares

- 27.—(1) If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.
- (2) A transmittee who produces such evidence of entitlement to shares as the directors may properly require—
- (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
 - (b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- (3) But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

Exercise of transmittees' rights

- 28.—(1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- (2) If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- (3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

Transmittees bound by prior notices

29. If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

Procedure for declaring dividends

- 30.—(1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

- (2) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- (3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- (4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- (5) If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- (6) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- (7) If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

Payment of dividends and other distributions

- 31.**—(1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—
- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
 - (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- (2) In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—
- (a) the holder of the share; or
 - (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
 - (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

No interest on distributions

- 32.** The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—
- (a) the terms on which the share was issued, or

(b) the provisions of another agreement between the holder of that share and the company.

Unclaimed distributions

33.—(1) All dividends or other sums which are—

- (a) payable in respect of shares, and
- (b) unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the company until claimed.

(2) The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

(3) If—

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

Non-cash distributions

34.—(1) Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

(2) For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution—

- (a) fixing the value of any assets;
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

Waiver of distributions

35. Distribution recipients may waive their entitlement to a dividend or other distribution

payable in respect of a share by giving the company notice in writing to that effect, but if—

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death or

bankruptcy of one or more joint holders, or otherwise, the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

Authority to capitalise and appropriation of capitalised sums

36.—(1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—

(a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

(2) Capitalised sums must be applied—

(a) on behalf of the persons entitled, and

(b) in the same proportions as a dividend would have been distributed to them.

(3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

(4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.

(5) Subject to the articles the directors may—

(a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

(c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

Attendance and speaking at general meetings

37.—(1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

(2) A person is able to exercise the right to vote at a general meeting when—

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(b) that person's vote can be taken into account in determining whether or not such

resolutions are passed at the same time as the votes of all the other persons attending the meeting.

(3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

(4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

(5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

Quorum for general meetings

38. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

Chairing general meetings

39.—(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

(2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

(a) the directors present, or

(b) (if no directors are present), the meeting,

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

(3) The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

Attendance and speaking by directors and non-shareholders

40.—(1) Directors may attend and speak at general meetings, whether or not they are shareholders.

(2) The chairman of the meeting may permit other persons who are not—

(a) shareholders of the company, or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

Adjournment

41.—(1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

(2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

(a) the meeting consents to an adjournment, or

- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman of the meeting must—
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
- (a) to the same persons to whom notice of the company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

Voting: general

42. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

Errors and disputes

- 43.—(1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- (2) Any such objection must be referred to the chairman of the meeting, whose decision is final.

Poll votes

- 44.—(1) A poll on a resolution may be demanded—
- (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll may be demanded by—
- (a) the chairman of the meeting;
 - (b) the directors;
 - (c) two or more persons having the right to vote on the resolution; or

- (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.
- (3) A demand for a poll may be withdrawn if—
 - (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

Content of proxy notices

- 45.**—(1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—
- (a) states the name and address of the shareholder appointing the proxy;
 - (b) identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as—
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of proxy notices

- 46.**—(1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

Amendments to resolutions

- 47.**—(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

- 48.**—(1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- (2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- (3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Company seals

- 49.**—(1) Any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- (4) For the purposes of this article, an authorised person is—
- (a) any director of the company;
 - (b) the company secretary (if any); or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

No right to inspect accounts and other records

50. Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

Provision for employees on cessation of business

51. The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

52.—(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
- (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
- (c) any other liability incurred by that director as an officer of the company or an associated company.

(2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

(3) In this article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant director" means any director or former director of the company or an associated company.

Insurance

53.—(1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

(2) In this article—

- (a) a "relevant director" means any director or former director of the company or an associated company,
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

Section 1 of 4

You can save the form at any time and resume it later. You do not need to be logged in when you resume.

System reference This is the unique reference for this application generated by the system.

Your reference You can put what you want here to help you track applications if you make lots of them. It is passed to the authority.

Are you an agent acting on behalf of the applicant?

Yes No

Put "no" if you are applying on your own behalf or on behalf of a business you own or work for.

Applicant Details

* First name

* Family name

* E-mail

Main telephone number Include country code.

Other telephone number

Indicate here if the applicant would prefer not to be contacted by telephone

Is the applicant:

Applying as a business or organisation, including as a sole trader

Applying as an individual

A sole trader is a business owned by one person without any special legal structure. Applying as an individual means the applicant is applying so the applicant can be employed, or for some other personal reason, such as following a hobby.

Applicant Business

* Is the applicant's business registered in the UK with Companies House? Yes No

* Registration number

* Business name If the applicant's business is registered, use its registered name.

* VAT number Put "none" if the applicant is not registered for VAT.

* Legal status

Continued from previous page...

* Applicant's position in the business

Home country

The country where the applicant's headquarters are.

Registered Address

Address registered with Companies House.

* Building number or name

* Street

District

* City or town

County or administrative area

* Postcode

* Country

Agent Details

* First name

* Family name

* E-mail

Main telephone number

Include country code.

Other telephone number

Indicate here if you would prefer not to be contacted by telephone

Are you:

An agent that is a business or organisation, including a sole trader

A sole trader is a business owned by one person without any special legal structure.

A private individual acting as an agent

Agent Business

* Is your business registered in the UK with Companies House? Yes No

* Registration number

* Business name

If your business is registered, use its registered name.

* VAT number

Put "none" if you are not registered for VAT.

* Legal status

Continued from previous page...

* Your position in the business

Home country

The country where the headquarters of your business is located.

Agent Registered Address

Address registered with Companies House.

* Building number or name

* Street

District

* City or town

County or administrative area

* Postcode

* Country

Section 2 of 4

PREMISES DETAILS

I/we apply to vary a premises licence to specify the individual named in this application as the premises supervisor under section 37 of the Licensing Act 2003.

* Premises licence number

Are you able to provide a postal address, OS map reference or description of the premises?

Address OS map reference Description

Address

* Building number or name

* Street

District

* City or town

County or administrative area

Postcode

* Country

Contact Details

E-mail

Telephone number

Other telephone number

Describe the premises. For example, what type of premises it is

Continued from previous page...

Fine wine bar and shop

Section 3 of 4

SUPERVISOR

Full Name Of Proposed Designated Premises Supervisor

* First name

Nathan Nicholas

* Family name

Lowry

Personal licence number of proposed designated premises supervisor

05/02119/LIPERS

Issuing authority of that licence

City Of Westminster Council

Full Name Of Existing Designated Premises Supervisor

First name

Family name

* Would you like this application to have immediate effect under section 38 of the Licensing Act 2003?

Yes No

* Will the premises licence or relevant part of it be submitted with this application?

Yes No

How will the consent form of the proposed designated premises supervisor be supplied to the authority?

Electronically, by the proposed designated premises supervisor

As an attachment to this variation

Reference number for consent form (if known)

If the consent form is already submitted, ask the proposed designated premises supervisor for its 'system reference' or 'your reference'

Section 4 of 4

PAYMENT DETAILS

This fee must be paid to the authority. If you complete the application online, you must pay it by debit or credit card.

This formality requires a fixed fee of £23

ATTACHMENTS

AUTHORITY POSTAL ADDRESS

Continued from previous page...

Address

Building number or name	<input type="text"/>
Street	<input type="text"/>
District	<input type="text"/>
City or town	<input type="text"/>
County or administrative area	<input type="text"/>
Postcode	<input type="text"/>
Country	<input type="text" value="United Kingdom"/>

DECLARATION

* I/we understand it is an offence, liable on conviction to a fine up to level 5 on the standard scale, under section 158 of the licensing act 2003, to make a false statement in or in connection with this application.

Ticking this box indicates you have read and understood the above declaration

This section should be completed by the applicant, unless you answered "Yes" to the question "Are you an agent acting on behalf of the applicant?"

Signature Of Applicant Or Applicant's Solicitor

* Full name	<input type="text"/>
* Capacity	<input type="text"/>
Date (dd/mm/yyyy)	<input type="text"/>

Joint Applicants, Signature Of Second Applicant Or Second Applicants Solicitor

Full name	<input type="text"/>
Capacity	<input type="text"/>
Date (dd/mm/yyyy)	<input type="text"/>

Igor Strebkov
21 Shepherds Market
London
England
W1J 7PN

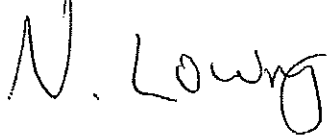
Dated: 2 August 2016

Dear Igor

Shepherds Market Fine Wine Limited (Company)

Notice is hereby given that a special meeting of the board of directors of the Company will be held on 2 August 2016, at 5pm at Fortune Law, 17 Hanover Square, London W1S 1BN.

Yours sincerely

A handwritten signature in black ink, appearing to read "N. Lowry". The signature is written in a cursive style with a large initial "N" and a long, sweeping underline.



City of Westminster

LICENSING

Consent of individual to being specified as premises supervisor

Nathan Nicholas Lowry

I *[full name of prospective premises supervisor]*

of

17 Royal Opera Arcade
London
SW1Y 4UY

[home address of prospective premises supervisor]

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

a variation of a premises licence to specify an individual as designated premises supervisor

[type of application]

by

Nathan Nicholas Lowry

[name of applicant]

relating to a premises licence 16/03441/LIPVM
[number of existing licence, if any]

for

Shepherds Market Fine Wine Limited, 45 Stanway Gaardens, London, HA8 9LN

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

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

Nathan Nicholas Lowry

[name of applicant]

concerning the supply of alcohol at

21 Shepherds Market London W1J 7PN

[name and address of premises to which application relates]

I also confirm that I am applying for, intend to apply for or currently hold a personal licence, details of which I set out below.

Personal licence number

05/02119/LIPERS

[insert personal licence number, if any]

Personal licence issuing authority

City Of Westminster Council

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

Signed

Name (please print)

Nathan Nicholas Lowry

Date







XIQ CMS File System View Tool Help

Control Panel Remote Playback 13:20:16 2016-07-28 CPU ██████████

Search

- DefaultGroup
 - CCTV1
 - Channel1
 - Channel2
 - Channel3
 - Channel4
 - CCTV2
 - Channel1
 - Channel2
 - Channel3
 - Channel4

File Type: All

Synchronous Playback

Calendar: Jul 2016

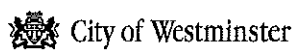
S	M	T	W	T	F	S
26	27	28	29	30	1	2
3	4	5	6	7	8	9

Window01 2016-07-27 10:40:07
Window02 2016-07-27 14:52:00
Window03 0000-00-00 00:00:00
Window04 0000-00-00 00:00:00

00% 13:20 28/07/2016







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Licensing » Important Dates

16/08006/LIPDPS | Premises Licence - Change of DPS | Open for Consultation | 21 Shepherd Market London W1J 7PN

Date
Application Received Thu 28 Jul 2016

Date
Application Validated Thu 28 Jul 2016

Expiry Date for Consultations Thu 11 Aug 2016

Hearing Date Not Available

Date Issued Not Available

Renewal Date Not Available

Representation Expiry Date Thu 11 Aug 2016

No Committee dates are on record.

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