

**IN THE MATTER OF**  
**OPIUM, 21 RUPERT STREET, LONDON W1D 7PJ**  
**AND THE LICENSING ACT 2003**  
**AND IN THE MATTER OF A REVIEW**

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**WITNESS STATEMENT OF COSMINA STAN**

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I, Cosmina Stan, Asset Manager at Criterion Capital Limited ("**Criterion**") whose registered office is at 16 Babmaes Street, London, England, SW1Y 6HD state as follows:

1. I make this statement in connection with the application for a review of a premises licence made by the Metropolitan Police Service in relation to the premises known as "Opium, Basement, 21 Rupert Street, London W1D 7PJ ("**Opium/the Premises**"). Criterion is the Asset Management Company acting on behalf of London Trocadero (2015) LLP ("**the Landlord**"), which owns the freeholding of The Trocadero in which the Premises are located. I have been employed as an Asset Manager for Criterion since 2009 and am best placed to comment on the Premises and the application.
2. The facts and matters set out in this statement are within my own knowledge unless otherwise stated, and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.

3. There is now produced and shown to me a paginated bundle of true copy documents marked “CS1”. All references to page numbers in this statement are to pages of Exhibit CS1 unless otherwise stated.
4. The Landlord has made a relevant representation on 11 and 12 September 2019 (*pages 1 to 3 of CS1*).

### **The Trocadero**

5. The Premises is located at basement level in The Trocadero, with its entrance at 21 Rupert Street. The Trocadero is a 100,000 square foot listed building located on Leicester Square. The Premises itself, including back of house areas, is approximately 9,135 square feet.
6. London Trocadero Limited purchased the freehold of The Trocadero in 2005. At the time of purchase the Trocadero consisted of:
  - a. 3 nightclubs
  - b. 16 retail units
  - c. 2 cinemas
  - d. 2 cafes
  - e. 6 restaurants
  - f. 6 floors arcade
7. At the time of purchase The Trocadero did not therefore have the greatest of reputations; it was often seen as the beacon for children skipping school to play in the extensive arcade, Sega Bowl, which had seven floors of gaming machines. Sega Bowl was shut down by the Landlord in 2011 as one of the first priorities forming part of a “clean up” operation which involved The Trocadero restyling and repositioning itself as an attractive venue to visit. This has resulted in the closure of several souvenir stores, a nightclub, Fun Land and arcades within The Trocadero.
8. The process of “cleaning up” has understandably been a slow one. This was bolstered in August 2018 by the completion of a lease and grant of premises licence to “Haidilao” which will bring China’s famed and highly respected hot pot restaurant into the UK, with a flagship restaurant covering 10,000 sq ft at the base of The Trocadero.

9. The “cleaning up” will very much reach an important milestone early next year, when a 12-floor hotel currently in development on the upper floors of The Trocadero is scheduled to complete and open for business. This is a huge investment in the area, and the offerings emanating from The Trocadero.
10. The operation has also included the surrendering of premises licences for The Penthouse and One London at 1 - 4 Leicester Square, each holding a 3am licence and with a combined capacity of 1,770, for 3 new hotel licences (see paragraph 45 below). Copies of the surrendered licences can be seen at *pages 4 to 32 of CS1*.
11. The Trocadero is currently is made up of:
  - a. 7 restaurants;
  - b. 1 cinema;
  - c. 2 retail units;
  - d. 2 nightclubs;
  - e. Crystal Maze; and
  - f. 12 floors of hotel use (currently under development).

### **History of Ownership of the Premises**

12. At the time The Trocadero was purchased by the Landlord (in its previous guise), the Premises operated as Rex Bar, part of the Planet Hollywood brand. This has been a licensed venue since at least 1998. The Rex Bar was located in the basement, as Opium is today, with Planet Hollywood operating on the ground and first floors above. The lease to Planet Hollywood came to the end of its term and, terms for a renewal unable to be agreed, Planet Hollywood and the Rex Bar vacated the Premises on 3 January 2009.
13. The Premises remained empty until 8 July 2011, when a new lease was entered into between London Trocadero Limited and KPIP UK Limited was signed (“**the Lease**”) (*pages 33 to 82 of CS1*). Following a six-month fit out period the Premises began to operate as “DSTRKT”. DSTRKT operated until around late February 2018, when the Lease was assigned to Opium London Limited (“**the Tenant**”) by way of a transfer dated 27 February 2018. Whilst the transfer to the Tenant completed on 27 February 2018, the Tenant did not start operating from the Premises until in or around January 2019, as the fit-out process took approximately one year to complete.

## **Operation by DSTRKT**

14. The Premises operated as DSTRKT for approximately six years, we had little, if any, legal right to resist the assignment which at least to start with commanded a high-end calibre of customers, with elite pricing to reflect the clientele sought. Events such as ITV's "The X-Factor" parties and a birthday party for Beyoncé are indicative of the clientele attracted to, and attended, the Premises.
15. The Premises seemingly operated well as DSTRKT, and certainly for the first three years of its operation. I dealt with the two owners of DSTRKT, Ivan Patrikkov and Ivaylo Krastev and manager Greg Botelho. During this time DSTRKT won industry accolades such as "Winner Best New Club 2012", "Winner Best Club 2013" and Winner Best Club and Best Event Venue 2014".
16. In or around trading year three or four we become aware of some bad press in respect of DSTRKT, however this transpired to be related to an individual who has been denied entry to the Premises on the basis of her looks/dress. We didn't consider this to be a real issue, rather a disgruntled member of public and we were not made aware of any negative incidents at the Premises throughout DSTRKT's trading, either via the police, or otherwise. In any event we monitored, as we do now for all our tenants, the day to day running of the Premises in terms of hours of operation, deliveries, works undertaken within the property as so forth. If we had received any contact from the Police with concerns in respect of the Premises we would have supported their actions.
17. DSTRKT ceased operation in or around late February 2018. My understanding is that KPIP UK Limited was the failing London arm of a Bulgarian company who simply wanted out of the business. As a result, the Lease was transferred to the Tenant.

## **Due Diligence on the Tenant**

18. By December 2017 we had been made aware that DSTRKT wished to cease operation and assign the lease. We were thereafter presented with the Tenant as a potential replacement. As part of this proposal we were provided with a presentation of the Tenant. As the Tenant was not a UK operator there came with that an extra challenge in our due diligence in getting a real understanding of the Tenant as a proposed operator and their credentials, not only financial, but business too. The Landlord met Ramon Bordasestary of the Tenant

(“**Ramon**”) in February 2018 to discuss the proposed style of operation and the Landlord’s expectations. The Tenant showed itself to be a family business of a Spanish operator, operating several venues in Spain, and with good credential.

19. We also met with the proposed Designated Premises Supervisor, Eamon Mulholland (“**Mr Mulholland**”), who had a plethora of experience in Westminster and was well thought of. We discussed the premises licence with Mr Mulholland and the conditions imposed on it, from that conversation I was confident that he, and therefore Opium, would run the Premises lawfully and with proper conduct. Mr Mulholland assured me that he was meeting regularly with the appropriate Responsible Authorities, who were happy with the operation. We therefore had no concerns about the Tenant operating the Premises arising from these meetings. Indeed, as this was an assignment by DSTRKT there was very little that we were able to do about it even if we had wanted to.
20. The selection of a tenant is an important one, especially given the hard work of the Landlord in curating a mix of operators that sit well with each other, whilst promoting The Trocadero brand that we are trying to achieve. The hotel element has been a long time in coming and therefore always a consideration in determining appropriate operators to sit, quite literally, on the shoulders of the Tenant. The Landlord seeks to offer a “West End experience”. This is a Premises in the heart of central London, with premises licence for the hotel permitting a combination of restaurant and dancing. An indication of the hotel operation can be found in promotional literature for the hotel concept at *pages 83 to 111 of CS1*.
21. Despite our limited position in the assignment process, from our own due diligence we considered the Tenant to be an experienced and quality offering; and this was key to us. They had also met the Police and the Police seemed comfortable with their concept and operation.
22. We are approached once or twice each year by other potential operators, however if they did not sit with the image that we are seeking to achieve they will go no further with us. Throughout the Landlord’s ownership we have always sought to proceed on a reputation rather than commercial basis. Whilst we may be able to obtain a higher rent from one operator as opposed to another, the strategic fit and likely impact on the image the Landlord seeks to curate are more important factors for consideration than money alone.
23. The Premises duly opened under the Tenant in late January 2019 following an extensive fit out period; we understand that circa £700,00.00 was spent on the fit out. Despite this, it transpired that the Tenant has had

a slow start and they have only traded sporadically since opening, often not opening at all. We were notified by the Tenant of its intention to close for the summer, being July, August and September 2019.

24. We were initially surprised by the Tenant's decision to suspend trading during the summer months, which we would have expected to have been a lucrative time of year for them. We put this down to the Ramon wanting to return to Spain for the summer. Subsequently we were advised by Ramon that there had been water egress into the Premises from the hotel building works above.
25. We were told this several weeks after the alleged egress and advised the client that this was an insurance issue and they should contact their insurer. We heard no further from the Tenant of this issue and thereafter on 7 August 2019 the Premises opened for a special event – "The Only Way Essex". We had not been aware that they would be open for this event, but there was no issue with this under the Lease and they were quite entitled to do so. No issues arose from the event, which we believe was a filming event for the television programme of the same name. No further mention of the water egress was made.

### **The Incident**

26. We are aware that an incident happened at the Premises during the early hours of Sunday 25 August 2019 in which it has been alleged that a member of the public was stabbed and a fire arm discharged. We were not informed of the incident by the Tenant, but from our own security team. We have been investigating the incident since it became aware of it.
27. The Trocadero benefits from a 24-hour security presence, which includes hourly foot patrols around the site. Our security team consists of 6 members, who work in pairs throughout the shift. As part of our security process, a Daily Occurrence Book ("**DOB**") is circulated between security, property management and asset management.
28. The Trocadero has CCTV coverage in the seven internal communal areas, and each independent unit are required to install and maintain comprehensive CCTV within their demise in accordance with the terms of their lease. The Trocadero's CCTV provisions do not include fire exits and does not cover Rupert Street, which had, until 2014, been covered by the City Council's own CCTV with screens utilised in the basement of the Trocadero.

29. Given the above, we do not have access to any relevant CCTV footage of the Incident; our knowledge of the Incident was limited to our internal incident reports (following the incident we received a DOB (*page 112 of CS1*), a specific incident report and a note from security (*page 113 of CS1*)), information provided by the Tenant and the heavily redacted Review Application contained within the City Council's Interim Hearing Report.

30. Until yesterday, our understanding of the Incident was as follows:

- a. A stand off took place between two groups in the Premises around closing time. As a result of this there was an altercation in which a man was stabbed. Security guards in the Premises did little to defuse the situation and instead were very much on the side-lines watching it unfold.
- b. A gang was waiting outside of the Premises; we understood a shot or shots were fired outside,
- c. Our security guard found the victim of the stabbing on Rupert Street during one of the routine patrols and assisted with gaining first aid help and liaised with the police.
- d. The victim is not assisting the police with their enquiries

However, we have now received witness statements from the police (see paragraph 34 below) which provide us with for more detail about the incident and how it unfolded.

31. Following the receipt of our security reports, I made direct contact with Ramon. A meeting was arranged for 1pm on Wednesday 4 September 2019, which was attended by myself, Ramon, Mr Mulholland - who we understood to be a very experienced and respected DPS - and Andrew Sell.

32. We arrived at that meeting with key questions that we were keen for the Tenant to answer in respect of the operation by the Tenant on the night of the Incident. We were pleased to have confirmed that (i) the appropriate section of the Premises was set out as a restaurant in compliance with condition 19 of the premises licence; (ii) that customer ID's had been scanned in compliance with condition 14 of the premises licence; and (iii) that all customers had been searched as part of the entry process in compliance with condition 50 of the premises licence. We were extremely disappointed and concerned to note that wands were not used by security staff to search customers and this was expressed to the Tenant at the meeting. The Tenant accepted at that meeting that they recognised that they had been at fault and that material changes were needed. The Landlord took heart from this recognition. We were also informed at that meeting that Mr Mulholland had parted ways with the Tenant back in June and not been replaced as Designed Premises Supervisor in the intervening period.

33. Following the meeting we have had several telephone/email exchanges with Ramon and Mr Mulholland to continue our investigations into the Incident.
34. By email timed at 08:32 on 18 September 2019, our solicitor was provided with copies of the Witness Statements and accompanying exhibits of PC Reaz Guerra dated 14 September 2019 and PC Bryan Lewis dated 3 September 2019. PC Guerra's statement in particular provides a detailed insight into the events of that evening and the related failings of the Tenant in complying with the terms of the existing premises licence.

### **Immediate Tenant Changes**

35. Following the meeting and our subsequent conversations with the Tenant, we understand the following changes are to be implemented immediately at the Premises:
- a. Eamonn Mulholland to return as Designated Premises Supervisor;
  - b. The contract for the security company used at the Incident has been terminated; and
  - c. All managers on duty on the night of the Incident have had their employment terminated.

We consider these to be appropriate steps to start the process of successful operation from the Premises should the Tenant be permitted to retain its premises licence.

### **Longer Term Tenant Changes**

36. On a longer-term basis, we understand that there will be a reallocation of management of the Tenant, with Mr Mulholland taking on a more active role in addition to reprising his role as Designated Premises Supervisor. In addition, we understand that there is an intention for Mr Bordasestary (Senior), Ramon's father and senior member of the company, to take a greater interest in the Premises. We consider this experience will assist Ramon in the successful operation of the Premises going forwards. In hindsight this guidance was perhaps lacking during the initial operation of the Tenant.
37. We have been advised by the Tenant that additional changes will take place inside the Premises. By way of example, the installation of a search arch/metal detectors at the entry point. The use of body cameras on security staff is another consideration we understand is being discussed. We further advised the Tenant that they will need to consider additional conditions that will address the concerns raised as a result of the Incident. This is of course something that we would be pleased to discuss further with them; the input of the



police is of course welcome.

38. The Lease contains appropriate Tenant covenants to require the Tenant to inform us about any matters applicable to the premises licence, these are as follows (pages 52 to 53 of CS1):

*“Premises Licence*

*In relation to the Premises Licence the Tenant covenants with the Landlord:*

- 3.19.1 That it will not without the previous written consent of the Landlord transfer surrender or attempt to transfer or surrender the Premises Licence or allow it to lapse;*
- 3.19.2 That it will not do or omit to do anything whereby the Premises Licence may be forfeited or revoked or subject to review or its transfer be refused or endangered or a closure order be made in respect of the Property;*
- 3.19.3 That it will not without the previous written consent of the Landlord give any undertaking relating to the Premises Licence;*
- 3.19.4 That it will not do or omit to do on the Property or elsewhere anything whereby it might render itself or any personal licence holder liable to conviction for any offence under the Licensing Act;*
- 3.19.5 That it will observe and perform any conditions on the Premises Licence and procure their observance and performance by the designated premises supervisor and any personal licence holder for the time being working at the Property;*
- 3.19.6 That it will obtain the prior consent of the licensing authority before carrying out any alterations to the Property to which the Landlord has given its consent and for which an application to vary the Premises Licence is necessary under the Licensing Act;*
- 3.19.7 That it will give immediate notice in writing to the Landlord of:*
  - 3.19.7.1 Any complaint or formal or informal warning given by any responsible authority or interested party under the Licensing Act in respect of the conduct of the business at the Property and of any summons issued against the Tenant or the Premises Licence holder or the designated premises supervisor or any personal licence holder for the time being engaged in the conduct of the business at the Property;*
  - 3.19.7.2 Any notice received by the Tenant or the Premises Licence holder of an*

*intention to apply for a review of the Premises Licence in respect of the Property;*

*3.19.7.3 Any person having been convicted of any criminal offence committed upon the Property or having been arrested on the charge of committing any such offence or having been served with any summons in respect of any such offence or having been served with a fixed penalty notice;*

*3.19.8 That it will at its own expense and at all proper times promptly pay all fees required to maintain the Premises Licence for the benefit of the Property;*

*3.19.9 That on or before the termination of the Term it will procure the written consent of the Premises Licence holder to transfer the Premises Licence to the person nominated by the Landlord and for that purpose sign all documents and attend such hearings as shall be necessary provided that if the Tenant refuses or neglects to procure the written consent to transfer the Premises Licence as required by this clause it shall be lawful for the Landlord and the Landlord is hereby irrevocably appointed by the Tenant to do all things necessary to effect such consent and for such purposes to sign any document for and on behalf of and in the name of the Tenant and to appear before the licensing authority by its solicitors or agents and to consent as the agent of the Tenant to a transfer being made to the person seeking to be the new holder of the Premises Licence.*

*3.19.10 If called upon to do so to produce to the Landlord or the Landlord's surveyors all plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this Lease have been complied with."*

39. In order to more robustly protect the Premises and to promote the licensing objectives going forwards, the Landlord shall ensure that the following provisions are added by way of further covenants:

- a. "No patrons shall be admitted or re-admitted to the premises after (21.00) unless they have passed through a metal detecting search arch and, if the search arch is activated or at the discretion of staff, then physically searched, which will include a 'pat down search' and a full bag search."
- b. No promoted events.

40. In addition, the Landlord is undertaking a root and branch review of all security in The Trocadero, in anticipation of the new hotel opening on the 12 upper floors in February 2020 and as a consequence of the Review Application. This will result in permanent changes to the CCTV and security provisions at The Trocadero, including in a full upgrade of CCTV system, an increase in the areas covered by the CCTV system, including the fire exits and external areas. Each corner of the Trocadero will have CCTV coverage across the streets running directly alongside it. As a direct result of the Review Application this will also now include CCTV coverage of the front of the Premises. In respect of security operatives there will be an intensification of security monitoring and patrolling.

### **Impact of Shadow Licence**

41. The holding of a shadow licence gives the Landlord leverage and control against the Tenant so they cannot manipulate us just because they hold the premises licence; it will convey that we can afford to lose the Tenant without losing the licence. The Tenant will understand the subordinate position that they are in commercially – they will lose the tenancy if they do not act well. We consider this to be a viable tool in protecting the overall reputation of the area.

42. Our experience in talking with other Landlords is that they too are seeking to obtain shadow licences for their portfolios. Without this, a landlord is at peril. If a tenant fails, a landlord is exposed and powerless and at the whim of the Tenant. A shadow licence allows a landlord to exert an influence over the tenant that would not be possible without one being in place.

43. With a portfolio that includes a new hotel on the Trocadero site, and three hotels in the immediate vicinity, the last thing the Landlord wants is a disturbance arising from the Premises. The bad press and reputational damage arising would be highly damaging to the Landlord's portfolio.

44. It is important to understand that the Premises forms one part of a licensed premises portfolio held by the Landlord. The importance of having control over the Premises is of paramount importance to the Landlord. This position was activated prior to the Review Application, with the shadow licence application being submitted on 24 July 2019, with the last date for representation on 21 August 2019. The incident occurred some 6 days later. The application for a shadow licence was made alongside applications for two other premises in Westminster as part of a wider term movement to be able to exert control over the operation of

our tenants and ensure compliance with the licensing objectives. This of course takes up time and resource, however it is considered to be an appropriate balance to ensure a degree of control and influence upon our licensed operators. Far from undermining the review, the shadow licence promotes the licensing objectives.

45. Other commercial interests in the immediate vicinity include 3 hotels, together offering circa 300 bedrooms in Leicester Square:
- a. Assembly Hotel;
  - b. Victory House Hotel, located on the north east corner of Leicester Square; and
  - c. Hotel Indigo, located on the north west corner of Leicester Square

Nobody could be more interested than us as Landlord about controlling, enhancing and changing people's mindsets about the reputation of Leicester Square. We have considered a change of use for the Premises, however people expect a late night music and dancing venue.

#### **The specific concerns of the Metropolitan Police**

46. I have been provided a copy of an email sent by PC Bryan Lewis to the Licensing Authority on 17 September 2019 timed at 12:30 (*page 114 of CS1*) and set out below for ease of reference:

**From:** Lewis, Bryan: WCC  
**Sent:** 17 September 2019 12:30  
**To:** Gadd, Daisy: WCC <[dgadd@westminster.gov.uk](mailto:dgadd@westminster.gov.uk)>  
**Subject:** Adjournment Request

Dear Daisy

Further to my previous email requesting an adjournment for the Basement, 21 Rupert Street, shadow licence application Hearing, I would like to provide a more detailed explanation as to why this adjournment is in the public interest. The shadow licence application Hearing is to decide whether the Landlord should be granted a premises shadow licence. The serious incident of crime and disorder that occurred at the Basement of 21 Rupert Street, was at the time being operated by their tenant; the Opium nightclub operator. It is in the opinion of the Metropolitan Police, that it is incumbent upon the Landlord to ensure that the premises that they lease, is run lawfully and with proper conduct. The severity of the incident cannot be exaggerated. The level of violence involved, including a stabbing in the premises and then a shooting in the street outside the premises, could have led to multiple casualties and potential fatalities. There have been many failings discovered with how the premises was operated on the night of the incident, Sunday 25<sup>th</sup> of August 2019, with not even a Designated Premises Supervisor taking day to day responsibility for licensable activities taking place at the premises. The Review Hearing must be heard first to fully enable the Licensed Sub Committee to decide to what degree the Landlord must take responsibility for how the premises was operated that night and therefore their suitability to hold another late night premises licence for the same premises.

Regards

**Bryan Lewis PC4161CW**  
**Westminster Police Licensing Team**  
**Westminster City Council**

47. The key issue appears to be the statement *"It is in the opinion of the Metropolitan Police, that it is incumbent upon the Landlord to ensure that the premises that they lease, is run lawfully and with proper conduct."* As set out above, we contend that we have been, and are, an active landlord.
48. Through liaison between our Asset Management Team, of which I am an Asset Manager, our instructed Property Management Team and The Trocadero Security Team we are in almost daily contact with our tenants. We carried out due diligence on the Tenant and met with the proposed team prior to the assignment of the Lease (paragraph 18 above). In addition, the Lease provides detailed covenants requiring the Tenant's compliance with all obligations arising under the premises licence (paragraph 38 above).
49. Since the premises opened, no concerns about Opium were brought to our notice and indeed we did not have any (aside from the fact they were closed). We did not know Opium had closed and neither did we know that Mr Mullholland had left. Neither did we, or could we have known that they had opened for this one-off event.
50. Following the incident we are working to extend the Lease covenants so that the use of a search arch is required and no promoted events can take place at the Premises (paragraph 39 above). We shall also implement an update to CCTV coverage which will include coverage of the front of the Premises (paragraph 40 above).

## **Conclusion**

51. Despite the incident, the Landlord does consider the Tenant to have the capacity to be a good operator and beneficial to the development of the area. The successful operation of its premises in Spain is testament to that fact. Whilst the incident is of course concerning and regrettable, we have faith that the operator has and will learn from it. This of course is subject to what happens with the Review.
52. We consider the Tenant could be an appropriate operator with a change of management style. The changes highlighted above would implement that change of style. The position of the Landlord is that the Tenant made a basic error in allowing the Premises to be used by the Promoter who did not operate that night in line with the way the Tenant had expected. Ultimately the responsibility lies with the Tenant, however we consider that moving forwards the Landlord can take a more active role in actively overseeing the changes

envisaged by the Tenant and a shadow licence is sought to cement that role and ability to carry it out.

53. Indeed, the Landlord had sought to take on a more active role in overseeing the Premises by making its application for a shadow premises licence – the hearing for which was scheduled to be determined on 19 September 2019. Such an application was one of the ways in which the police advised that Landlord control could be exerted over the Premises. As highlighted above, this application was made before, and consultation period finished, prior to the incident taking place. The Landlord has thereafter been in regular contact and communication with the Tenant following the incident and is prepared to take a more active role in overseeing the Tenant’s operation at the Premises should it be permitted to continue to operate under the premises licence.


54. The Landlord is aware that its representation only stands in respect of its promotion of the Licensing Objectives, however we feel it must be considered in the context of the Premises located in The Trocadero, a beacon of the night-time economy. As a Landlord, we have another venue in the same building, Bar Rhumba, this has operated successfully and without incident for the last 20 year. That venue evidences the ability to run a successful night-time venue in this specific locality without incident, which we suggest could be matched by the Tenant operating as set out above. Indeed, from a commercial perspective alone, that must happen to avoid any negative connotations on our other nearby portfolio properties. The Landlord’s membership of the Business Improvement District evidence the Landlord’s commitment to improvement and control in the locality, benefitting not just the Landlord’s properties, but the area in general.

55. It is for these reasons, bolstered by market conditions and our own portfolio, together with the leverage by having a shadow licence, if granted, that will facilitate safe and successful premises. On that basis, the Landlord has not sought to seek a return of the Premises from the Tenant, despite the ability to so in accordance with the terms of the Lease, and with the changes set out above. The Landlord asks the Licensing Sub Committee to either not revoke the Tenant’s Licence and/or grant the Landlord a shadow licence.

#### STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true.

Signed



.....  
Full Name Cosmina Stan .....

Date

18<sup>th</sup> September 2019

On behalf of: London Trocadero (2015) LLP  
Application for Review  
Name: Cosmina Stan  
Exhibit: CS1  
Date: 18 September 2019

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**OPIUM, 21 RUPERT STREET, LONDON W1D 7PJ**  
**AND THE LICENSING ACT 2003**

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**WITNESS STATEMENT OF COSMINA STAN**

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Solicitors for the Landlord