



City of Westminster

# Licensing Sub-Committee Report

Item No:

Date:

Licensing Ref No:

Title of Report:

Report of:

Wards involved:

Policy context:

Financial summary:

Report Author:

Contact details

30 March 2023

23/00635/LIPN - New Premises Licence

Loveday Abbey Road  
41 Abbey Road  
London  
NW8 0AA

Director of Public Protection and Licensing

Abbey Road

City of Westminster Statement of Licensing Policy

None

Kevin Jackaman  
Senior Licensing Officer

Telephone: 0207 641 6500  
Email: [kjackaman@westminster.gov.uk](mailto:kjackaman@westminster.gov.uk)

## 1. Application

1-A Applicant and premises			
<b>Application Type:</b>	New Premises Licence, Licensing Act 2003		
<b>Application received date:</b>	30 January 2023		
<b>Applicant:</b>	Loveday Abbey Road Limited		
<b>Premises:</b>	Loveday Abbey Road		
<b>Premises address:</b>	41 Abbey Road London NW8 0AA	<b>Ward:</b>	Abbey Road
		<b>Cumulative Impact Area:</b>	None
		<b>Special Consideration Zone:</b>	None
<b>Premises description:</b>	According to the application form the premises is a retirement home specialising in Dementia and Senior care.		
<b>Premises licence history:</b>	This is a new premises licence application and therefore no premises history exists.		
<b>Applicant submissions:</b>	<p>The applicant is seeking to permit the sale of alcohol on the premises to residents and those guests who visit the residents. The licence is sought for 24 hours a day and is not available to the walk-in public.</p> <p>The garden area will only be open until 22:00 hours on any day. Off sales will cover any external area used for the consumption of alcohol. No off sales available to be taken away from the premises.</p> <p>The applicant has provided a mediation email that has been sent to the interested parties. A copy of which appears at Appendix 2</p>		
<b>Applicant amendments:</b>	Following consultation, the applicant has agreed additional conditions with Environmental Health. A copy of the agreed conditions appears at Appendix 4		

1-B Proposed licensable activities and hours							
<b>Sale by retail of alcohol</b>				<b>On or off sales or both:</b>			Both
<b>Day:</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
<b>Start:</b>	00:00	00:00	00:00	00:00	00:00	00:00	00:00
<b>End:</b>	24:00	24:00	24:00	24:00	24:00	24:00	24:00
<b>Seasonal variations/ Non-standard timings:</b>		None					

Hours premises are open to the public							
Day:	Mon	Tues	Wed	Thur	Fri	Sat	Sun
<b>Start:</b>	00:00	00:00	00:00	00:00	00:00	00:00	00:00
<b>End:</b>	24:00	24:00	24:00	24:00	24:00	24:00	24:00
<b>Seasonal variations/ Non-standard timings:</b>		None					
<b>Adult Entertainment:</b>		None					

## 2. Representations

2-A Responsible Authorities	
<b>Responsible Authority:</b>	Environmental Health
<b>Representative:</b>	Sally Fabbricatore
<b>Received:</b>	6 <sup>th</sup> February 2023
<p>I refer to the application for a new Premises Licence for the above premises.</p> <p>This representation is based on the Operating Schedule and the submitted plans, for the lower ground, ground, first, second, third and fourth floors, dated October 2018.</p> <p>The applicant is seeking the following on the ground floor, to allow the Supply of Alcohol 'on' and 'off' the premises Monday to Sunday 00:00-23:59 hours, so 24 hours a day, 7 days a week, but limiting the garden area until 22:00 hours.</p> <p>I wish to make the following representation in relation to the above application, the provision of the Supply of Alcohol may cause an increase in Public Nuisance in the area and may impact on Public Safety.</p> <p>Further information has been provided, which is being considered, but further conditions may be proposed by Environmental Health in order to protect the Licensing Objectives.</p> <p>The granting of the Premises Licence as presented would have the likely effect of causing an increase in Public Nuisance in the area and may impact on Public Safety.</p> <p>Should you wish to discuss the matter further please do not hesitate to contact me.</p>	

2-B Other Persons	
Name:	[REDACTED]
Address and/or Residents Association:	[REDACTED] [REDACTED] [REDACTED]
Received:	13 February 2023
<p>Dear Sir / Madam,</p> <p>I write in connection with the above planning application. I have examined the application and I wish to object strongly to permitting the sale of alcohol on the premises to residents and visitors at any time.</p> <p>This care home is in the middle of a residential area, and granting a license will result in noise, nuisance, disorder, crime and antisocial behaviour in our local streets. Even worse the license application is requesting alcohol sale permit for 24 hours a day, including sales and consumption in the garden area which is surrounded by private residences.</p> <p>Finally, this retirement home specialises in dementia and senior care. On a personal note, it baffles me that selling alcohol is under consideration as plenty of studies have identified alcohol as a risk factor for dementia and cognitive decline.</p> <p>I tried to submit this application online, but the website stated that the consultation period was over, although the letter I received said that anyone wishing to make representations could do so until 27 February 2022. I urge you to please fix this asap, as this consultation period should not be valid if the main vehicle for representation is not working.</p> <p>Thank you for considering my objection.</p>	

### 3. Policy & Guidance

The following policies within the City Of Westminster Statement of Licensing Policy apply:

#### **Policy HRS1 applies**

- A. Applications within the core hours set out below in this policy will generally be granted for the relevant premises uses, subject to not being contrary to other policies in the Statement of Licensing Policy.
- B. Applications for hours outside the core hours set out in Clause C will be considered on their merits, subject to other relevant policies, and with particular regard to the following:
1. The demonstration of compliance in the requirements of policies CD1, PS1, PN1 and CH1 associated with the likelihood of the effect of the grant of a licence for later or earlier hours on crime and disorder, public safety, public nuisance and the protection of children from harm.
  2. If the application is located within a Special Consideration Zone they have demonstrated that they have taken account of the issues identified in that area and provided adequate mitigation.
  3. Whether there is residential accommodation in the proximity of the premises that would likely be adversely affected by premises being open or carrying out operations at the hours proposed.
  4. The proposed hours of the licensable activities and when customers will be permitted to remain on the premises.
  5. The proposed hours when any music, including incidental music, will be played.
  6. The hours when customers will be allowed to take food or drink outside the premises or be within open areas which form part of the premises.
  7. The existing hours of licensable activities and the past operation of the premises (if any) and hours of licensable premises in the vicinity.
  8. Whether customers and staff have adequate access to public transport when arriving at and leaving the premises, especially at night.
  9. The capacity of the premises.
  10. The type of use, recognising that some venues are more likely to impact the licensing objectives than others; for example, pubs and bars are higher risk than theatres, cinemas and other cultural and sporting venues due to the nature of the operation.
  11. The Licensing Authority will take into account the active measures proposed for a 'winding down' period including arrangements for people to be collected from the premises to travel home safely.
  12. Conditions on hours may be attached that require that the supply of alcohol for consumption on the premises ceases a suitable period of time before customers are required to leave the premises.
  13. The council, acting as the Licensing Authority, may reduce hours if, after review, it is necessary to impose conditions specifying shorter hours in order to promote the licensing objectives.
  14. Specific days for non-standard hours should be identified and justified as part of the application to allow responsible authorities and interested parties to evaluate the impact that these licensable activities may have, and to plan accordingly. The consideration of applications for later hours for Bank Holiday Mondays will take into account that later hours are generally granted for preceding Sundays and that the next day is a working day. Non-specific days

	<p>are expected to be covered by Temporary Event Notices or variation applications.</p> <p>C. For the purpose of Clauses A and B above, the Core Hours for this premises use type as defined within this policy are:</p> <p>6. Pubs and bars, Fast Food and Music and Dance venues Monday to Thursday: 10am to 11.30pm. Friday and Saturday: 10am to Midnight. Sunday: Midday to 10.30pm. Sundays immediately prior to a bank holiday: Midday to Midnight</p>
<p><b>Policy HOT1(A) applies</b></p>	<p>A. Applications outside the West End Cumulative Impact Zone will generally be granted subject to:</p> <ol style="list-style-type: none"> <li>1. The application meeting the requirements of policies CD1, PS1, PN1 and CH1.</li> <li>2. The hours for licensable activities being within the council's Core Hours Policy HRS1.</li> <li>3. The operation of any delivery services for alcohol and/or latenight refreshment meeting the council's Ancillary Delivery of Alcohol and/or Late-Night Refreshment Policy DEL1.</li> <li>4. The sale by retail of alcohol, regulated entertainment and late-night refreshment must be an ancillary function to the primary purpose of the venue as a hotel.</li> <li>5. The applicant has taken account of the Special Consideration Zone Policy SCZ1 if the premises are located within a designated zone.</li> <li>6. The application and operation of the venue meeting the definition of a Hotel as per Clause C.</li> </ol> <p>C. For the purposes of this policy a Hotel is defined as a premises that is primarily used as an establishment providing overnight accommodation for customers.</p>

#### 4. Equality Implications

The Council in its capacity as Licensing Authority has a duty to have regard to its public sector equality duty under section 149 of the Equality Act 2010. In summary, section 149 provides that a Public Authority must, in the exercise of its functions, have due regard to the need to:

- (a) eliminate discrimination harassment, victimisation and any other conduct that is prohibited by or under this Act;
- (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
- (c) foster good relations between persons who share a relevant protected characteristics and persons who do not share it.

Section 149 (7) of the Equality Act 2010 defines the relevant protected characteristics as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

## 5. Appendices

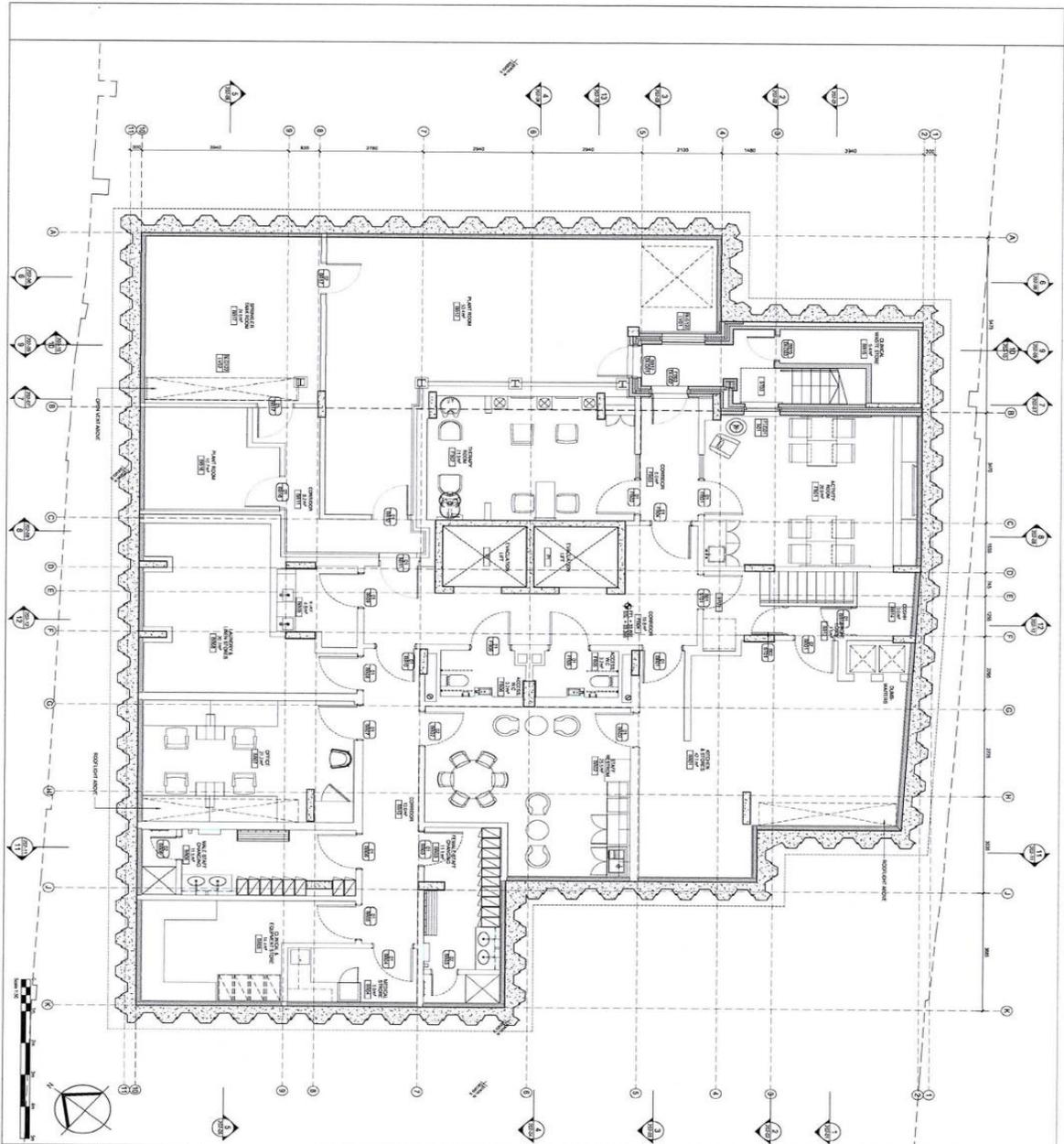
<b>Appendix 1</b>	Premises plans
<b>Appendix 2</b>	Applicant supporting documents
<b>Appendix 3</b>	Premises history
<b>Appendix 4</b>	Proposed conditions
<b>Appendix 5</b>	Residential map and list of premises in the vicinity

<b>Report author:</b>	Kevin Jackaman
<b>Contact:</b>	Telephone: 020 7641 6500 Email: <a href="mailto:kjackaman@westminster.gov.uk">kjackaman@westminster.gov.uk</a>

**If you have any queries about this report or wish to inspect one of the background papers please contact the report author.**

### **Background Documents – Local Government (Access to Information) Act 1972**

<b>1</b>	Licensing Act 2003	N/A
<b>2</b>	City of Westminster Statement of Licensing Policy	October 2021
<b>3</b>	Amended Guidance issued under section 182 of the Licensing Act 2003	December 2022
<b>4</b>	Environmental Health Representation	06 February 2023
<b>5</b>	Interested Party Representation	13 February 2023



**GENERAL NOTES**

The drawings shall be read in conjunction with the contract documents. The drawings shall be read in conjunction with the contract documents. The drawings shall be read in conjunction with the contract documents.

**REVISIONS**

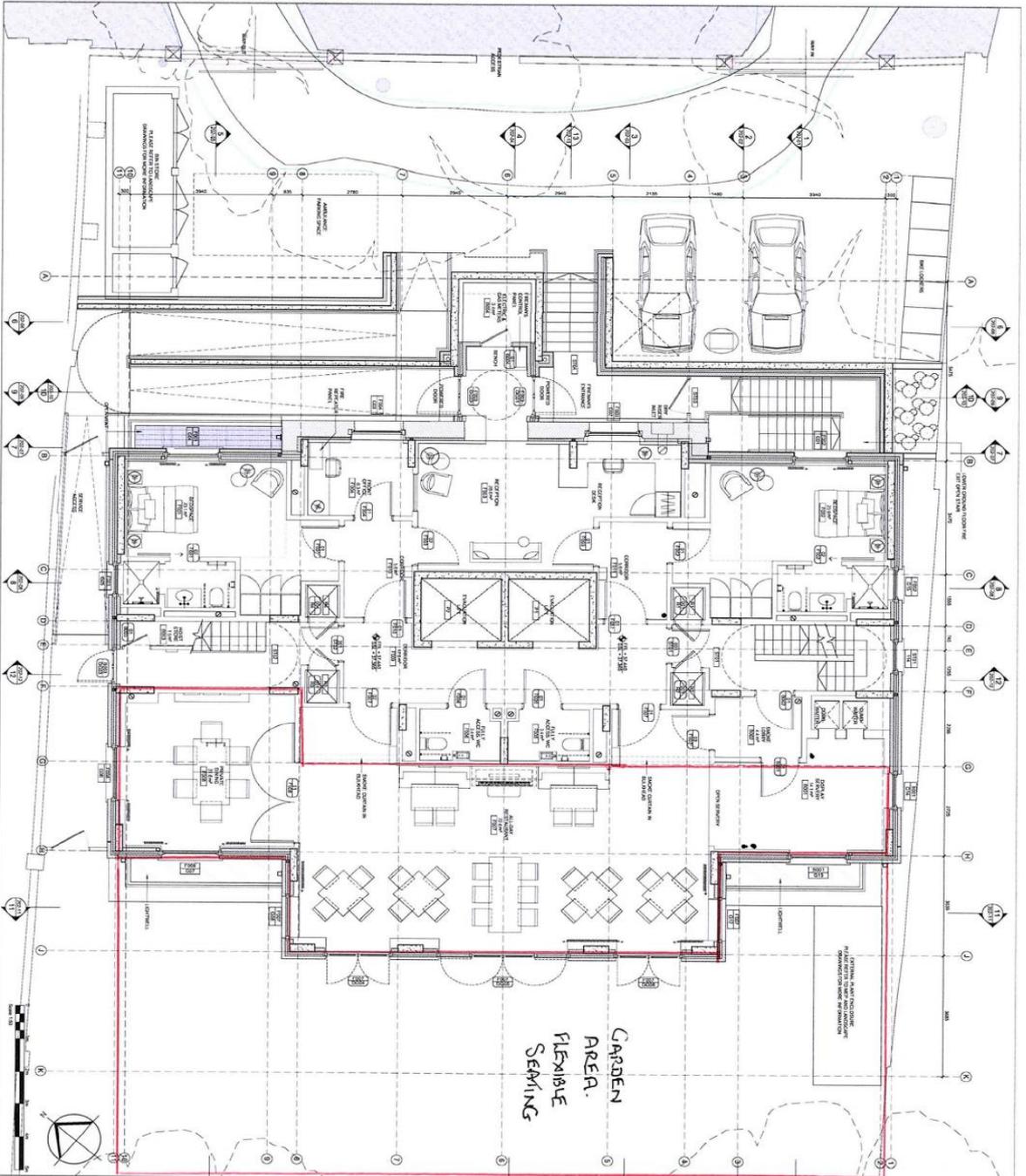
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01	14.08.19	AW
02	14.08.19	AW
03	22.08.19	AW

**CONTRACT**

**PEARSONSMITH ARCHITECTS**  
 15-17 The Quadrant, London E1 8JH  
 020 7390 9000  
 www.pearsonsmith.com

**CLIENT**  
 PHEP'S (ABBEY ROAD) LIMITED  
 41 ABBEY ROAD, CAPE FACILITY  
 LOWER GROUND FLOOR PLAN  
 GENERAL ARRANGEMENT

**DATE** 08.07.19  
**SCALE** 1:50  
**PROJECT NO.** 1904  
**CLIENT NO.** 1904  
**PROJECT NAME** PHEP'S (ABBEY ROAD) LIMITED  
**PROJECT ADDRESS** 41 ABBEY ROAD, CAPE FACILITY  
**PROJECT TYPE** LOWER GROUND FLOOR PLAN  
**PROJECT STATUS** GENERAL ARRANGEMENT



**GENERAL NOTES**

The drawings have been prepared by architects registered under the Architects Registration Board (ARB) and are intended to be used in accordance with the Architects Act 1997 and the Architects Regulations 2001. The drawings are the property of the architects and shall remain their property. No part of these drawings may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage or retrieval system, without the prior written permission of the architects. The drawings are to be used in conjunction with the contract documents and shall be read in conjunction with the contract documents. The drawings are to be used in conjunction with the contract documents and shall be read in conjunction with the contract documents. The drawings are to be used in conjunction with the contract documents and shall be read in conjunction with the contract documents.

DATE OF CONTRACT ISSUE: 23/05/18

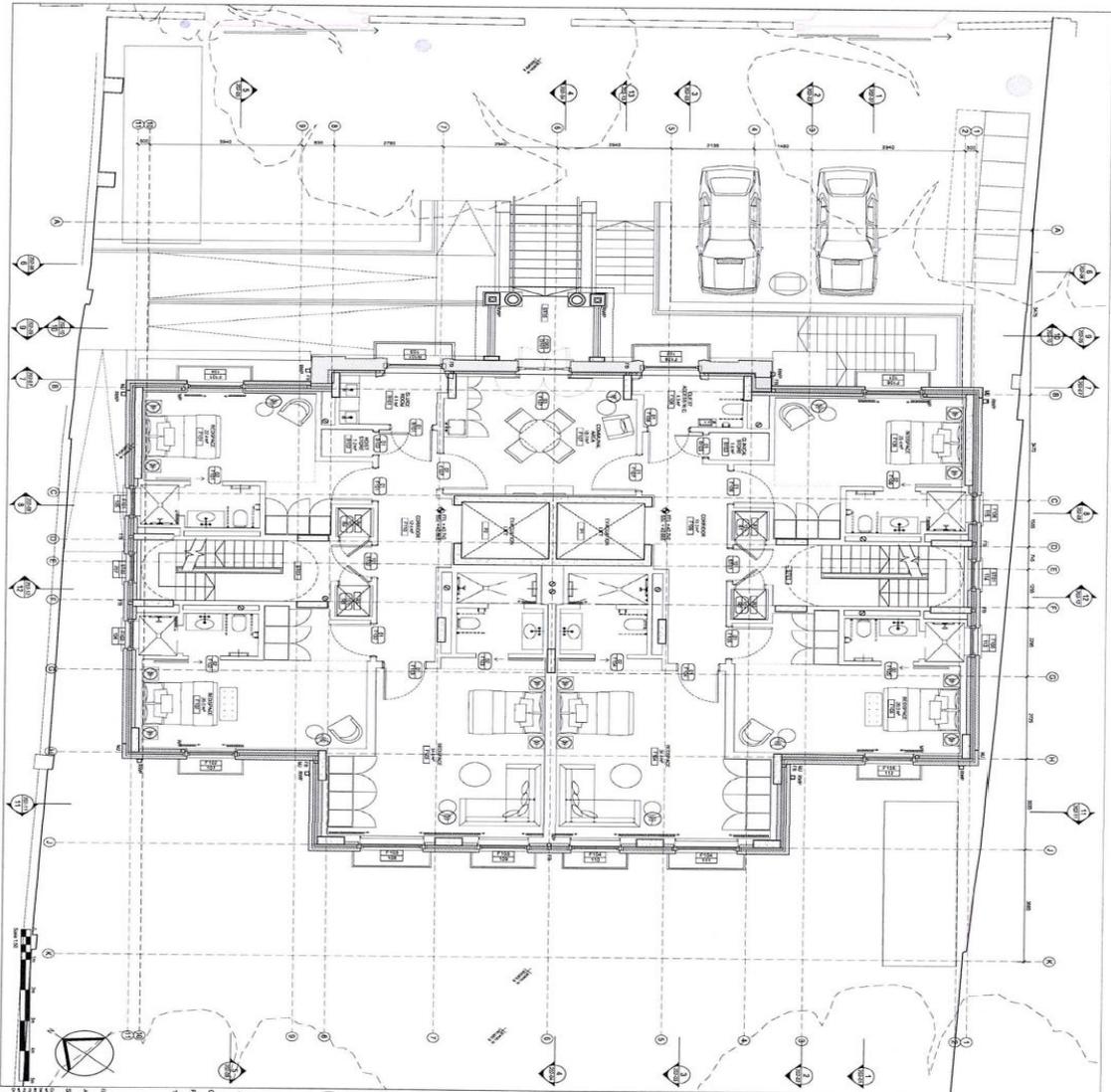
**• FIRE EXTINGUISHERS**  
**KENSAB DE ANERA**

**CONTRACT**

**READONSMITH ARCHITECTS**  
 10-11 The Landmark, Victoria Street, London SE1 1UG  
 Tel: 020 7766 0000 www.readonsmith.com

Client: **FISHERY (LABREY ROAD) LIMITED**  
 Project: **41 ABBEY ROAD - CARE FACILITY**  
 7TH FLOOR, ABBEY ROAD, LONDON, EC1A 1BB

Scale: 1:100  
 Date: 23/05/18  
 Drawing No: A1001-1/23-01



**GENERAL NOTES**

1. THE DRAWING IS TO BE USED IN CONJUNCTION WITH THE CONTRACT DOCUMENTS AND THE SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

**EXHIBIT**

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02	PRELIMINARY FINISHES	20	21.14	SR
03	BASES FOR COORDINATION	21	11.14	SR
04	PRELIMINARY FINISHES	21	11.14	SR
05	SYSTEM COORDINATION	20	21.14	SR
06	CONTRACTOR'S RESPONSIBILITY	20	21.14	SR
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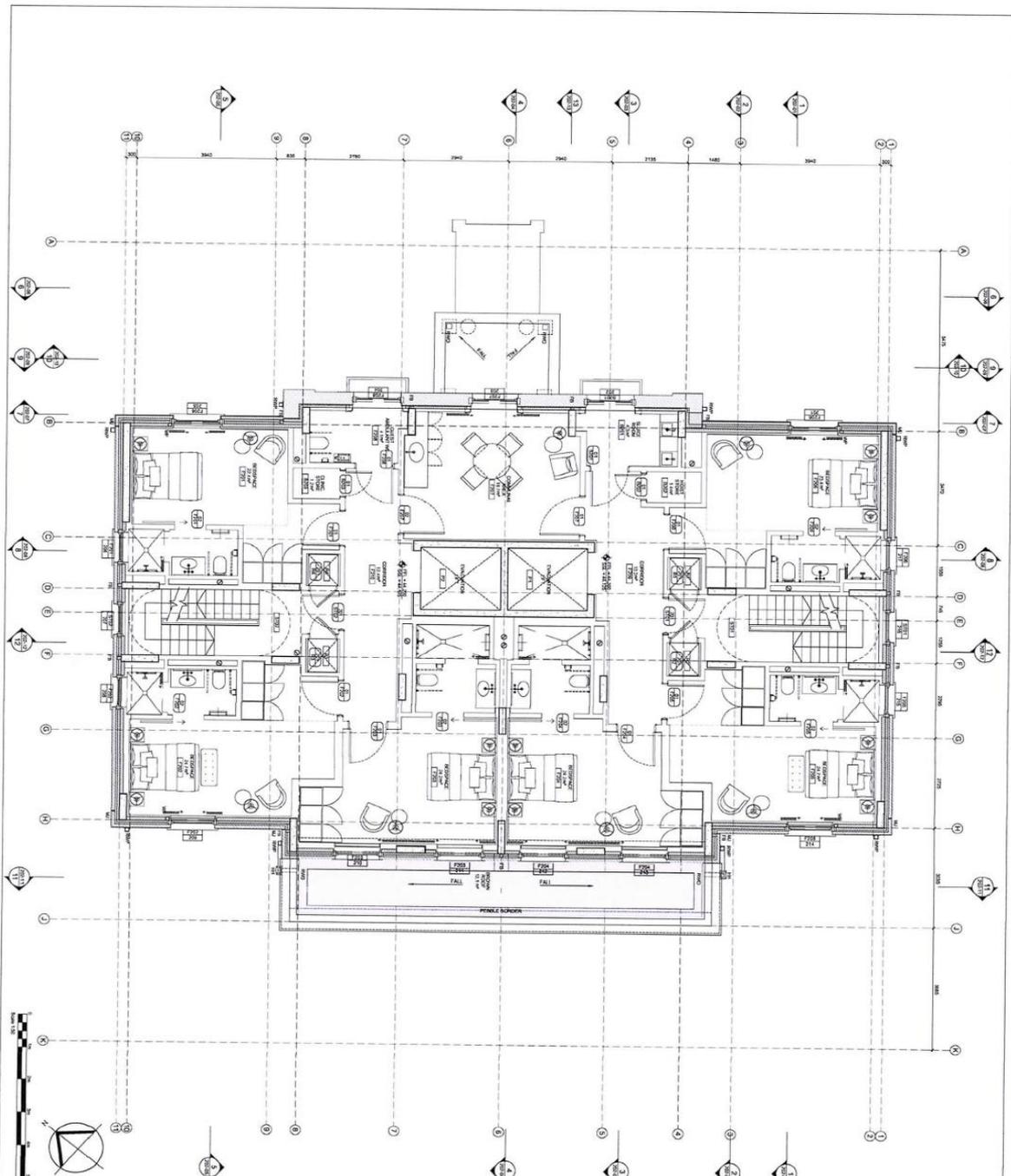
# CONTRACT

**REARDONSMITH ARCHITECTS**

10-11 The Quadrant, London, E1 8JL  
 Tel: 020 7553 0000  
 Fax: 020 7553 0001

Client: RFP 3 (ABERY ROAD) LIMITED  
 Project: 41 ABBEY ROAD, CABE FACILITY  
 PROPOSED FIRST FLOOR PLAN  
 GENERAL ARRANGEMENT

Scale: 1:100  
 Date: 10/10/10  
 Drawing No: RFP 3 (ABERY ROAD) 01  
 Rev: 01  
 Author: [Name]  
 Checker: [Name]  
 Date: 10/10/10



**GENERAL NOTES**

The drawings shall be read and used for construction purposes unless otherwise indicated by a separate note. It is the contractor's responsibility to verify all dimensions and conditions of the site before construction begins. The contractor shall be responsible for obtaining all necessary permits and approvals from the relevant authorities. The contractor shall be responsible for ensuring that all work is completed in accordance with the approved drawings and specifications. The contractor shall be responsible for maintaining access to all services and facilities at all times. The contractor shall be responsible for the safety of all workers and the public. The contractor shall be responsible for the protection of all existing structures and services. The contractor shall be responsible for the removal and disposal of all waste materials. The contractor shall be responsible for the reinstatement of all areas affected by the construction. The contractor shall be responsible for the completion of all work within the agreed programme of works. The contractor shall be responsible for the provision of all necessary resources and equipment. The contractor shall be responsible for the coordination of all trades and services. The contractor shall be responsible for the communication of all progress and issues to the project manager. The contractor shall be responsible for the maintenance of accurate records of all work and materials. The contractor shall be responsible for the compliance with all applicable laws and regulations. The contractor shall be responsible for the insurance of all workers and equipment. The contractor shall be responsible for the payment of all taxes and levies. The contractor shall be responsible for the provision of all necessary safety measures. The contractor shall be responsible for the protection of the environment. The contractor shall be responsible for the minimization of noise and vibration. The contractor shall be responsible for the minimization of dust and air pollution. The contractor shall be responsible for the minimization of traffic disruption. The contractor shall be responsible for the minimization of impact on the surrounding community. The contractor shall be responsible for the provision of all necessary information to the project manager. The contractor shall be responsible for the completion of all work within the agreed programme of works. The contractor shall be responsible for the provision of all necessary resources and equipment. The contractor shall be responsible for the coordination of all trades and services. The contractor shall be responsible for the communication of all progress and issues to the project manager. The contractor shall be responsible for the maintenance of accurate records of all work and materials. The contractor shall be responsible for the compliance with all applicable laws and regulations. The contractor shall be responsible for the insurance of all workers and equipment. The contractor shall be responsible for the payment of all taxes and levies. The contractor shall be responsible for the provision of all necessary safety measures. The contractor shall be responsible for the protection of the environment. The contractor shall be responsible for the minimization of noise and vibration. The contractor shall be responsible for the minimization of dust and air pollution. The contractor shall be responsible for the minimization of traffic disruption. The contractor shall be responsible for the minimization of impact on the surrounding community. The contractor shall be responsible for the provision of all necessary information to the project manager.

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# CONTRACT

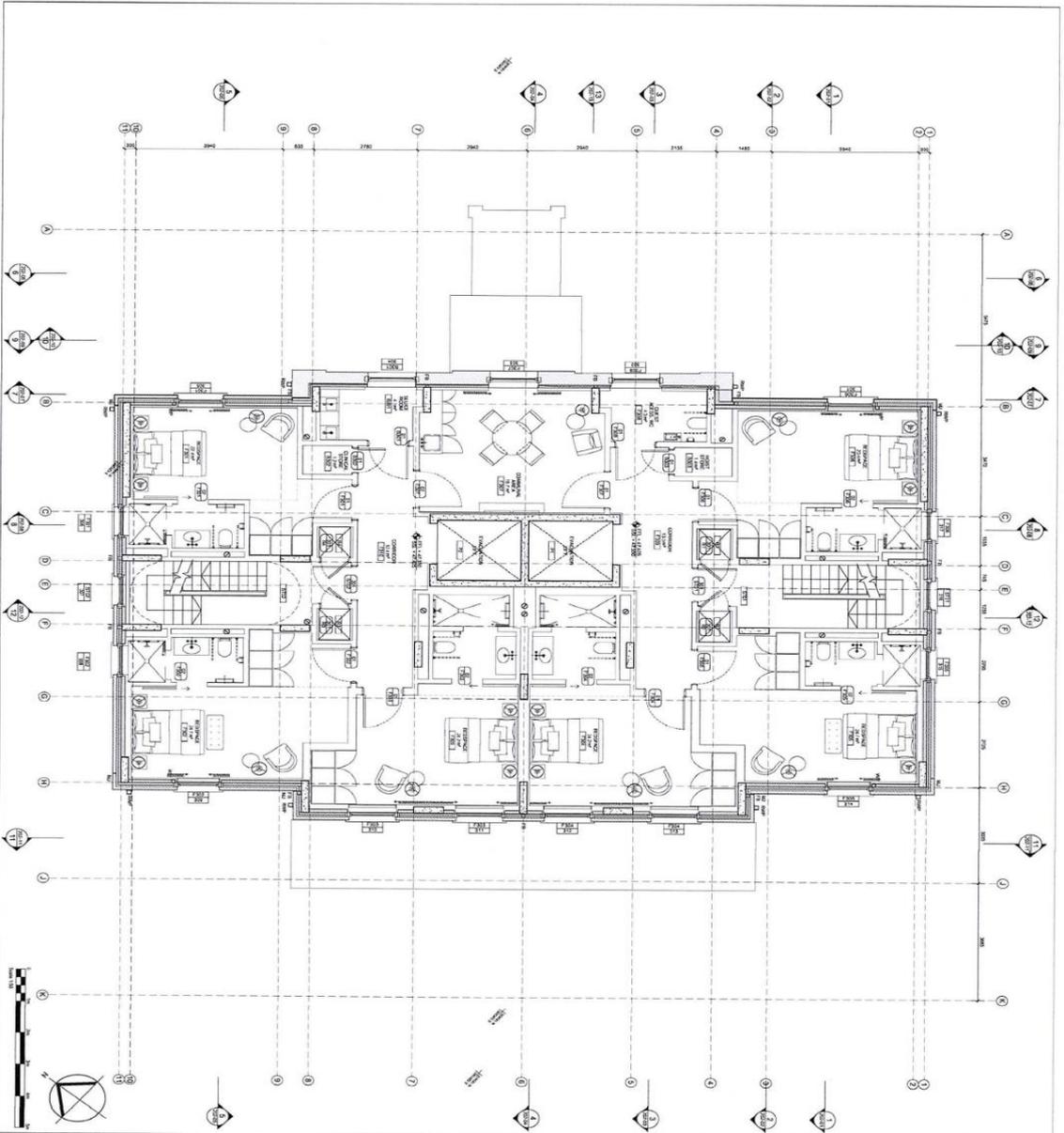
**REARDONSMITH ARCHITECTS**

15-17 THE LAMBHORN, NORTH BRIDGE, LONDON E1 6JH  
 TEL: 020 7739 8000 WWW.REARDONSMITH.COM

Client: **FREY 3 / ABBEY ROAD LIMITED**  
 Project: **ABBAY ROAD CARE FACILITY**  
 799 **PROPOSED SECOND FLOOR PLAN**  
 CONSULTING ARCHITECTS

Drawn: 02/12/19 Issue: 01  
 Date: 01/12/19  
 Scale: 1:200  
 Drawing No: A/AM/01/01 Rev: 01/01

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REV	DESCRIPTION	DATE
01	PRELIMINARY INTENTIONS	20.12.19
02	REVISIONS TO PRELIMINARY INTENTIONS	21.01.20
03	REVISIONS TO PRELIMINARY INTENTIONS	21.01.20
04	REVISIONS TO PRELIMINARY INTENTIONS	21.01.20
05	REVISIONS TO PRELIMINARY INTENTIONS	21.01.20
06	REVISIONS TO PRELIMINARY INTENTIONS	21.01.20
07	REVISIONS TO PRELIMINARY INTENTIONS	21.01.20
08	REVISIONS TO PRELIMINARY INTENTIONS	21.01.20
09	REVISIONS TO PRELIMINARY INTENTIONS	21.01.20
10	REVISIONS TO PRELIMINARY INTENTIONS	21.01.20
11	REVISIONS TO PRELIMINARY INTENTIONS	21.01.20
12	REVISIONS TO PRELIMINARY INTENTIONS	21.01.20

# CONTRACT

**REARONSMITH ARCHITECTS**

15-17 THE LADYBURN, 15-17 THE LADYBURN, EDINBURGH, SCOTLAND, EH1 5DG

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**CLIENT:** REARONSMITH ARCHITECTS

**PROJECT:** 47 ABBEY ROAD, CAKE FACILITY

**TYPE:** PROPOSED THIRD FLOOR PLAN

**GENERAL ARRANGEMENT**

DATE: 20.12.19

SCALE: 1:50

PROJECT NO: 15175

DRAWING NO: A/AV/10/01

DATE: 20.12.19

SCALE: 1:50

PROJECT NO: 15175

DRAWING NO: A/AV/10/01

DATE: 20.12.19

SCALE: 1:50

PROJECT NO: 15175

DRAWING NO: A/AV/10/01



Mediation email

**From:** [Stewart Gibson](#)  
**To:** [Ajose-Adeogun, Ola: WCC](#)  
**Subject:** Re: G 23/00635/LIPN - Loveday Abbey Road, London Representation  
**Date:** 08 March 2023 17:05:41  
**Attachments:** [image001.png](#)  
[image002.png](#)

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Good afternoon.

Please could you forward this on to the objector.

Dear Theresa.

Thank you for your email raising concerns over the potential grant of an alcohol licence for the Abbey Road Care Home.

My name is Stewart Gibson, and I am the Licence Agent who submitted the application on behalf of my clients.

The sale and consumption of alcohol is not available to the general public, and would only be available to the residents of the care home, and their authorised visitors, (family and close friends).

All sales will be, and are in the other care homes that operate a licence, supervised by the qualified care home staff, and any resident who is deemed at risk as you described would not be permitted to consume alcohol. After all the care of the patients is of paramount concern to the Care Home.

The reason for the licence, is that it is seen as a positive if visitors and residents can share a drink if possible during a visit. A son who visits a father in the home might like to share a pint together, bringing back old memories when they were able to do so in days gone by, likewise a glass of wine.

It is a concept that works well in Kensington, and hopefully now in Abbey Road.

Please be aware the welfare of the residents is paramount, and no one will be permitted to drink if there is any risk to their health.

Please feel free to respond with any further questions you may have.

Kind regards

Stewart Gibson  
Licence Agent  
07976844694

## **Premises History**

## **Appendix 3**

There is no licence or appeal history for the premises.

**CONDITIONS CONSISTENT WITH THE OPERATING SCHEDULE AND CONDITIONS PROPOSED BY A PARTY TO THE HEARING**

When determining an application for a new premises licence under the provisions of the Licensing Act 2003, the licensing authority must, unless it decides to reject the application, grant the licence subject to the conditions which are indicated as mandatory in this schedule.

At a hearing the licensing authority may, in addition, and having regard to any representations received, grant the licence subject to such conditions which are consistent with the operating schedule submitted by the applicant as part of their application, or alter or omit these conditions, or add any new condition to such extent as the licensing authority considers necessary for the promotion of the licensing objectives.

This schedule lists those conditions which are consistent with the operating schedule, or proposed as necessary for the promotion of the licensing objectives by a responsible authority or an interested party as indicated. These conditions have not been submitted by the licensing service but reflect the positions of the applicant, responsible authority or interested party and have not necessarily been agreed

**Mandatory Conditions**

1. No supply of alcohol may be made at a time when there is no designated premises supervisor in respect of this licence.
2. No supply of alcohol may be made at a time when the designated premises supervisor does not hold a personal licence or the personal licence is suspended.
3. Every supply of alcohol under this licence must be made or authorised by a person who holds a personal licence.
4.
  - (1) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.
  - (2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises—
    - (a) games or other activities which require or encourage, or are designed to require or encourage, individuals to;
      - (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
      - (ii) drink as much alcohol as possible (whether within a time limit or otherwise);
    - (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;
    - (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or

less in a manner which carries a significant risk of undermining a licensing objective;

- (d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;
  - (e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of a disability).
5. The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.
6. (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.
- (2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.
- (3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either—
- (a) a holographic mark, or
  - (b) an ultraviolet feature.
7. The responsible person must ensure that—
- (a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures—
    - (i) beer or cider: ½ pint;
    - (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and
    - (iii) still wine in a glass: 125 ml;
  - (b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and
  - (c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available.

A responsible person in relation to a licensed premises means the holder of the premise licence in respect of the premises, the designated premises supervisor (if any) or any individual aged 18 or over who is authorised by either the licence holder or designated premises supervisor. For premises with a club premises certificate, any member or officer of the club present on the premises in a capacity that which enables him to prevent the supply of alcohol.

- 8(i) A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.
- 8(ii) For the purposes of the condition set out in paragraph 8(i) above -
- (a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;
- (b) "permitted price" is the price found by applying the formula -
- $$P = D + (D \times V)$$
- Where -
- (i) P is the permitted price,
- (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
- (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;
- (c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence -
- (i) the holder of the premises licence,
- (ii) the designated premises supervisor (if any) in respect of such a licence, or
- (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;
- (d) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and
- (e) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.
- 8(iii). Where the permitted price given by Paragraph 8(ii)(b) above would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.
- 8(iv). (1) Sub-paragraph 8(iv)(2) below applies where the permitted price given by Paragraph 8(ii)(b) above on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax.
- (2) The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

### **Conditions consistent with the operating schedule**

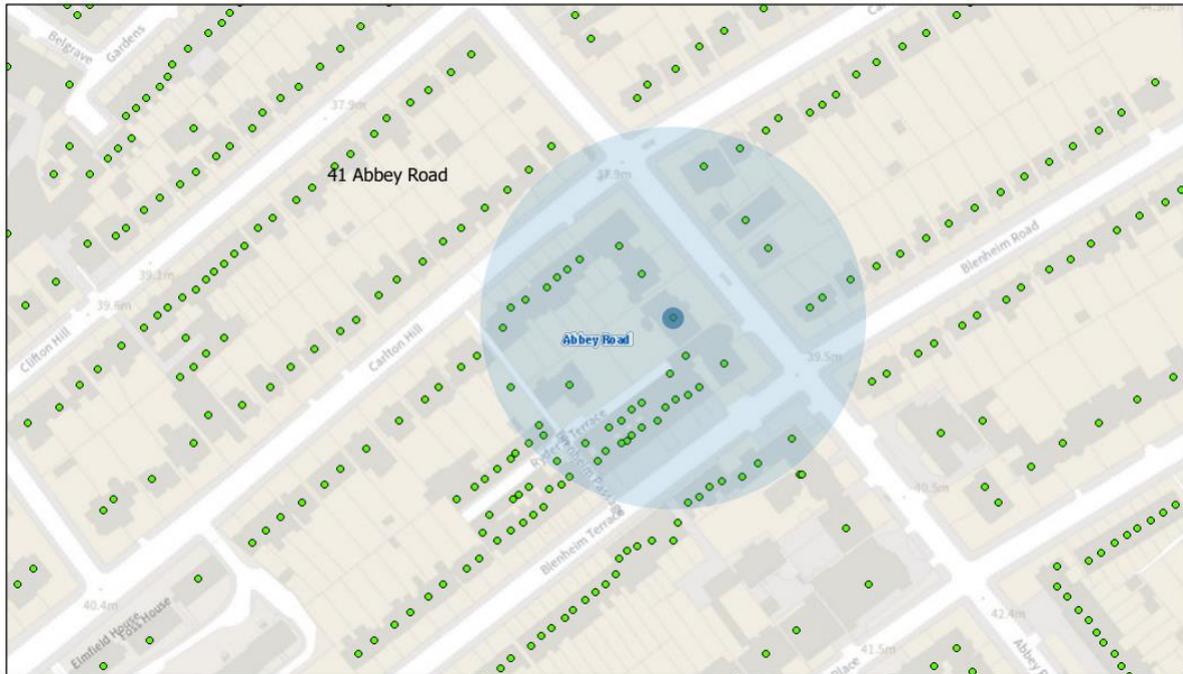
9. All staff will be fully trained in their responsibilities with regard to the sale of alcohol, and will be retrained every six months, with recorded training records kept for inspection.

10. The DPS will keep an up to date DPS Authorisation sheet which will show the list of staff members who have been given the authority to sell alcohol on the premises. An incident record, (if required) will be kept in a bound book, as will all refusals for the sale of alcohol.
11. Only photographic ID is accepted (passport, driving licence, proof of age card with PASS hologram, or military ID). Anyone who appears to be under the age of 25 is challenged to provide ID. If the customer is unable to provide identification then no sale is made. No ID no sale. If it is known that a customer intends to purchase alcohol to provide to minors then that sale will be refused. All refused sales will be recorded in a refusals book, which will be made available for inspection by the authorities as requested.

**Conditions proposed by the Environmental Health and agreed by the applicant so as to form part of operating schedule.**

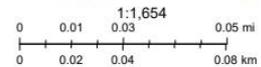
12. The licensable activities authorised by this licence and provided at the premises shall be ancillary to main use of the premises as a residential care home.
13. The supply of alcohol shall be limited to residents, their guest or staff members of Loveday Abbey Road Limited.
14. Consumption of alcohol on the terrace shall not take place between 22:00 and 07:00 hours.
15. No noise generated on the premises, or by its associated plant or equipment, shall emanate from the premises nor vibration be transmitted through the structure of the premises which gives rise to a nuisance.

41 Abbey Road NW8 0AA



14/03/2023, 12:42:24

- Property Mailing List
- Borough Boundary - Mask
- Ward Boundaries
- Ward Labels
- Borough Boundary - Detailed



Residents Count: 112

Licensed premises within 75m of 41 Abbey Road London NW8 0AA				
Licence Number	Trading Name	Address	Premises Type	Time Period
22/09992/LIPVM	Pizza Express	39 Abbey Road London NW8 0AA	Restaurant	Monday; 10:00 - 00:30   Tuesday; 10:00 - 00:30   Wednesday; 10:00 - 00:30   Thursday; 10:00 - 00:30   Friday; 10:00 - 00:30   Sunday; 12:00 - 00:00

20/11735/LIPN	Not Recorded	4 Blenheim Terrace London NW8 0EB	Not Recorded	Monday; 10:00 - 22:00   Tuesday; 10:00 - 22:00   Wednesday; 10:00 - 22:00   Thursday; 10:00 - 22:00   Friday; 10:00 - 22:00   Saturday; 10:00 - 22:00   Sunday; 10:00 - 22:00
06/09796/WCCMAP	NS Foods	10 Blenheim Terrace London NW8 0EB	Shop	Sunday; 10:00 - 22:00   Monday to Saturday; 08:00 - 23:00
19/07959/LIPDPS	Beluga	12 Blenheim Terrace London NW8 0EB	Restaurant	Sunday; 08:00 - 22:30   Monday to Thursday; 08:00 - 23:30   Friday to Saturday; 08:00 - 00:00
21/06378/LIPDPS	Ritu	1 Blenheim Terrace London NW8 0EH	Restaurant	Sunday; 10:00 - 22:30   Monday to Thursday; 09:00 - 23:30   Friday to Saturday; 09:00 - 00:00
08/10980/LIPDPS	L'Aventure	3-5 Blenheim Terrace London NW8 0EH	Restaurant	Sunday; 12:00 - 23:00   Monday to Saturday; 10:00 - 23:30