

BINCH LTD

BINCH

51A GREENWOOD ROAD

**APPLICATION TO VARY A
PREMISES LICENCE**

APPLICANT'S DOCUMENTS

Binch Ltd
Application to vary
a Premises Licence

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Binch Ltd
Application to vary
a Premises Licence

CASE SUMMARY

1. This is an application to vary the Premises Licence at Binch (51a Greenwood Road, Hackney, London E8 1NT) (“the Premises”).

2. The existing Premises Licence at the Premises authorises the following:

Sale of Alcohol (Off-Sales)

From 08:00 until 22:00 Sunday to Wednesday; and
From 08:00 until 00:00 Thursday to Saturday.

Sale of Alcohol (On-Sales)

From 12:00 until 22:00 on Sunday;
From 16:00 until 22:00 Monday to Wednesday; and
From 18:00 until 00:00 Thursday to Saturday.

The closing time of the Premises is 30 minutes after the last sale of alcohol.

3. The application was made on behalf of Binch Ltd (the Premises Licence Holder) by the sole director of the company, Mr Sylvain Bertozzi.

4. The application to vary the Premises Licence at Binch seeks, effectively, two things:

- i. To introduce a starting time of midday 7 days a week for the Sale of Alcohol (On-Sales); and
- ii. To amend Condition 17 of the Premises Licence.

5. The application attracted representations objecting to the proposals from:
 - i. The Police Licensing Team;
 - ii. Hackney Council's Licensing Team; and
 - iii. 1 x Local Resident (via a relative).

6. The application attracted representations **supporting** the proposals from:
 - i. Joe Stewart;
 - ii. Dominic Sharman;
 - iii. Andrew Rapoza;
 - iv. Jean-Martin Louw;
 - v. Jessica Hsia;
 - vi. Richard Blanco;
 - vii. Jonny Taylor;
 - viii. Andrew Chung; and
 - ix. Auguste (no surname given)

7. The Applicant has gone to extraordinary lengths to satisfy the concerns of those objecting to the application.

8. The application falls to be determined by you because it has not, at the time of writing, been possible to obtain the withdrawal of the Licensing Officer (Mr David Tuitt) or the Interested Party.

9. Binch is an extremely small (15 person) premises situated in Greenwood Road. It operates as a wine bar and bottle shop. There are, effectively, two strands to the business:
 - i. The bottle shop (Off-Sales) element; and
 - ii. The wine bar (On-Sales) element.

10. I enclose some photographs of the Premises for the Sub-Committee's consideration.

11. As highlighted above, the application received three (3) objections.

12. Through dialogue, including a COVID-secure meeting held at the Premises, the Applicant has dealt with the concerns of the Police Licensing Team and I enclose copies of correspondence showing the agreement formulated between the parties.
13. Unfortunately, and through no lack of effort on the part of the Applicant, it has not been possible to reach agreement with the Licensing Officer or the Interested Party and I enclose copies of correspondence highlighting the Applicant's efforts in that regard. That agreement has not been reached in this case is a source of regret for the Applicant.
14. The Applicant took control of the Premises in late 2019 (November). It is accepted that there may have been issues caused by this premises **prior to the Applicant's involvement** and the Applicant is sorry this has led to the objection from the Interested Party who very fairly acknowledges that there have been no problems with the current ownership. My submission is that the previous operation cannot be held against the current owner, particularly if there is no evidence whatsoever that the current operation has or is causing issues.
15. The Applicant has put forward a sensible compromise to mediate the concerns of the Licensing Officer and the Interested Party and we ask that you grant the application with the suggested conditions/amendments to the Premises Licence.
16. Thank you for taking the time to read this note.

Luke Elford
Woods Whur
On behalf of the Applicant

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Binch Ltd
Application to vary
a Premises Licence

PROPOSED AMENDMENT
TO CONDITIONS

Amendment to Condition 17

17. Alcohol shall not be sold or consumed other than to persons taking food from the menu and that the consumption of alcohol by such persons is ancillary to taking such food. The supply of alcohol shall be by waiter/waitress service. For the avoidance of doubt “food” is to be more than bar snack so crisps and nuts will not suffice but a selection of tapas or a sandwich is considered to be food for the purpose of this condition. **[existing]**

Deletion of condition 17 and replacement with the following conditions:

- a. The sale of alcohol to customers at the premises (on-sales) shall:
 - i. Be by waiter/waitress service only*
 - ii. Be to a maximum of 12 seated customers only*
 - iii. Be to customers purchasing food from the menu**
- b. Notwithstanding a. (above) the premises licence holder may sell alcohol without food to a maximum of six (6) customers at any one time.*
- c. The premises licence holder shall not externally advertise the availability of alcohol without food.*
- d. Substantial food and non-intoxicating beverages shall be available at all times when alcohol is sold for consumption on the premises.*
- e. Customers shall not be permitted to drink whilst standing up.*

Amendment to Condition 29

29. There shall be no more than 15 persons inside the premises during licensed hours **[existing]**

Deletion of condition 29 and replacement with the following:

- a. The number of persons accommodated at the premises (excluding staff) shall be no more than 12 persons at any one time*

Additional

Sales of alcohol for consumption off the premises (off-sales) shall:

- f. Be to a customer in person or via a delivery partner*
- g. Be in sealed containers*
- h. Shall not be consumed in or immediately outside the premises*

3

Luke Elford

From: David.Atkins4@met.police.uk on behalf of HackneyLicensingUnit-GN@met.police.uk
Sent: 31 July 2020 12:28
To: ashton.liburd@hackney.gov.uk; shan.uthayasangar@hackney.gov.uk;
sanaria.hussain@hackney.gov.uk; licensing@hackney.gov.uk
Cc: Luke Elford
Subject: Premises variation 51a Greenwood Road

Dear all,

After discussions with the applicant Police are removing their objections for the premises variation at 51a greenwood Road. This is on the agreement of below:

1. *Deletion of condition 17 and replacement with the following conditions:*
 - a. *The sale of alcohol to customers at the premises (on-sales) shall:*
 - i. *Be by waiter/waitress service only*
 - ii. *Be to a maximum of 12 seated customers only*
 - iii. *Be to customers purchasing food from the menu*
 - b. *Notwithstanding a. (above) the premises licence holder may sell alcohol without food to a maximum of six (6) customers at any one time.*
 - c. *The premises licence holder shall not externally advertise the availability of alcohol without food.*
 - d. *Substantial food and non-intoxicating beverages shall be available at all times when alcohol is sold for consumption on the premises.*
 - e. *Customers shall not be permitted to drink whilst standing up.*
2. *Deletion of condition 29 and replacement with the following:*
 - a. *The number of persons accommodated at the premises (excluding staff) shall be no more than 12 persons at any one time*
3. *Sales of alcohol for consumption off the premises (off-sales) shall:*
 - a. *Be to a customer in person or via a delivery partner*
 - b. *Be in sealed containers*
 - c. *Shall not be consumed in or immediately outside the premises*

Kind Regards



PC Dave Atkins

Central East Licensing Unit

Metropolitan Police Service (MPS)

T: 020 7275 3022 Int: 753022 Email

David.atkins4@met.police.uk

A: Licensing Office, Second Floor, Stoke Newington
Police station, 33 Stoke Newington High Street, London,
N16 8DS



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Luke Elford

From: Luke Elford
Sent: 12 August 2020 11:17
To: 'David Tuitt'
Cc: 'Shan Uthayasangar'
Subject: RE: Binch Ltd - Binch, 51a Greenwood Road, London E8

Dear David,

Would you be so kind as to let me know what your position is?

I am waiting to hear back from the resident as to whether they will withdraw their objection or whether there is anything further they think we can do to alleviate their concerns.

Kind regards,

Luke

From: Luke Elford
Sent: 5 August 2020 12:15
To: 'David Tuitt' <david.tuitt@hackney.gov.uk>
Cc: 'Shan Uthayasangar' <shan.uthayasangar@hackney.gov.uk>
Subject: RE: Binch Ltd - Binch, 51a Greenwood Road, London E8

Dear David,

Have you had a chance to look at this?

Please come back to me as soon as you are able.

Kind regards,

Luke

From: Luke Elford
Sent: 3 August 2020 09:24
To: 'David Tuitt' <david.tuitt@hackney.gov.uk>
Cc: 'Shan Uthayasangar' <shan.uthayasangar@hackney.gov.uk>
Subject: FW: Binch Ltd - Binch, 51a Greenwood Road, London E8
Importance: High

Dear David,

I write further to my email of Friday afternoon timed 14:04.

Have you had a chance to review the conditions below?

The Police have now withdrawn their objection and I have received some interesting correspondence from the Interested Party. I attach a copy for ease of reference. We are working towards mediating their objection as we speak.

It is interesting to note the Interested Party's stance on whether customers should be obliged to have food or not, which I have cut and paste below. It doesn't seem to be of particular concern to them.

Our concerns are much more related to potential anti-social behaviour outside the premises than any concerns about whether individual customers are eating meals.

Does that and the conditions change your position? Please let me know.

Kind regards,

Luke

From: Luke Elford

Sent: 30 July 2020 14:04

To: 'David Tuitt' <david.tuitt@hackney.gov.uk>; 'David.Atkins4@met.police.uk' <David.Atkins4@met.police.uk>; 'Kerrie.L.Ryan@met.police.uk' <Kerrie.L.Ryan@met.police.uk>

Subject: FW: Binch Ltd - Binch, 51a Greenwood Road, London E8

Importance: High

Dear all,

Thank you for making the effort to come and see us today. It is much appreciated.

Here is what we are prepared to offer in return for you withdrawing your objections:

1. Deletion of condition 17 and replacement with the following conditions:
 - a. The sale of alcohol to customers at the premises (on-sales) shall:
 - i. Be by waiter/waitress service only
 - ii. Be to a maximum of 12 seated customers only
 - iii. Be to customers purchasing food from the menu
 - b. Notwithstanding a. (above) the premises licence holder may sell alcohol without food to a maximum of six (6) customers at any one time.
 - c. The premises licence holder shall not externally advertise the availability of alcohol without food.
 - d. Substantial food and non-intoxicating beverages shall be available at all times when alcohol is sold for consumption on the premises.
 - e. Customers shall not be permitted to drink whilst standing up.
2. Deletion of condition 29 and replacement with the following:
 - a. The number of persons accommodated at the premises (excluding staff) shall be no more than 12 persons at any one time
3. Sales of alcohol for consumption off the premises (off-sales) shall:

- a. Be to a customer in person or via a delivery partner
- b. Be in sealed containers
- c. Shall not be consumed in or immediately outside the premises

I don't really think we can say any fairer than that. It gives us the flexibility we need to survive, doesn't allow the premises to trade as an out-and-out bar, permits off-sales and delivers proper, enforceable conditions.

Please let me know if that is sufficient, or whether you intend to maintain your objections.

Kind regards,

Luke

Luke Elford

Woods Whur 2014 Limited

Tel: +44 (0)113 234 3055 / Mob: +44 (0)7702 802594 / Twitter: @Luke_WoodsWhur

luke@woodswhur.co.uk

Woods Whur 2014 Limited, St James's House, 28 Park Place, Leeds LS1 2SP

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Luke Elford

From: Luke Elford
Sent: 12 August 2020 11:20
To: [REDACTED] 'Shan Uthayasangar'
Subject: RE: Binch Ltd - 51a Greenwood Road, Hackney, London E8 1NT - Application to vary a premises licence

Dear [REDACTED]

Sorry to chase, but have you had a chance to consider my proposal?

If you are maintaining your objection I would like to understand what you feel is outstanding from your point of view so that we can try to take steps to address it.

Kind regards,

Luke

Luke Elford

Woods Whur 2014 Limited
Tel: +44 (0)113 234 3055 / Mob: +44 (0)7702 802594 / Twitter: @Luke_WoodsWhur

luke@woodswhur.co.uk
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From: Luke Elford
Sent: 5 August 2020 12:15
To: [REDACTED] 'Shan Uthayasangar' <shan.uthayasangar@hackney.gov.uk>
Subject: RE: Binch Ltd - 51a Greenwood Road, Hackney, London E8 1NT - Application to vary a premises licence

Dear [REDACTED]

I wondered whether you have had an opportunity to consider the proposal in my email of 30 July?

The Police have now withdrawn their objection.

If there is anything you feel is missing, please let me know.

Kind regards,

Luke

From: Luke Elford

Sent: 30 July 2020 18:19

To: [REDACTED] Shan Uthayasangar <shan.uthayasangar@hackney.gov.uk>

Subject: RE: Binch Ltd - 51a Greenwood Road, Hackney, London E8 1NT - Application to vary a premises licence

Dear [REDACTED]

I have spoken to my client and in addition to the conditions outlined in my earlier email, we are prepared to offer the following:

- The door to the premises shall be kept closed (except for access/egress) from 8pm onwards each day.

I have inserted some comments/observations into your email below. I hope they are useful.

Please let me know if there is anything you feel we haven't addressed.

Kind regards,

Luke

Luke Elford

Woods Whur 2014 Limited

Tel: +44 (0)113 234 3055 / Mob: +44 (0)7702 802594 / Twitter: @Luke_WoodsWhur

luke@woodswhur.co.uk

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From: [REDACTED]

Sent: 30 July 2020 16:45

To: Shan Uthayasangar <shan.uthayasangar@hackney.gov.uk>; Luke Elford <Luke@woodswhur.co.uk>

Subject: Re: Binch Ltd - 51a Greenwood Road, Hackney, London E8 1NT - Application to vary a premises licence

Hi

Thank you for the response from Mr Elford. I'm replying directly to both of you. We are not currently withdrawing our objections but are sending a detailed response, and are considering that we might do so with some further amendments and assurances.

Our current position –

We have spent some time discussing this. We considered the suggested changes and felt that:

- The suggestions did help with our concerns about the premises being run as a bar
- If the new amendments were followed we would not experience the problems we have experienced in the past – but that we would also not have experienced these problems if existing licensing rules had been followed
- Given this it was impossible to think of any set of licensing rules that would actually deal with all of our concerns
- Essentially our issue is more with enforcement of the license than the actual conditions of the license

We also took into consideration that there has been a response to our concerns and an attempt to address them, and that we have not experienced any problems with the current owner (though we have also not had a chance to see how they run the premise in warm weather outside of lockdown). Additionally we had multiple problems with previous owners and no action seemed to be taken, so we were sympathetic that the premises had been shut when they were *not* currently causing any issues that we could see.

We are willing to consider withdrawing our objections based on some amendments to the application. We have commented on the suggested amendments, and have made 3 further suggestions we would like Mr Elford to consider.

If we withdraw our objections we are giving the current owners the benefit of the doubt and accepting that they do not intend to breach license conditions in future. *It is in my client's interests not to breach any of the conditions of the premises licence. Each condition is capable of being enforced as a criminal offence carrying a maximum of 6 months in prison and/or an unlimited fine.*

However we would like to make it clear that we do intend to complain if the license is breached. *My client hopes never give you cause for complaint but hopes that in the first instance, you will make contact with him personally. His name is Sylvain Bertozzi and he is the sole director of the Premises Licence Holder (Binch Ltd). His email address is [REDACTED] and his telephone number is [REDACTED].*

When we had problems before we contacted the council and were directed to environmental health and the noise patrol. When we phoned about noise at 10pm, they called back at 1am. They refused to consider any evidence and told us it only counted if they witnessed things themselves. No noticeable action was ever taken. *I am extremely sorry that you have been let down by Hackney Council's environmental health team in the past.*

While researching this we have also researched how to complain to licensing and how to request a review of a license. We are now very familiar with the terms of the license. We will use these processes if needed. *The ability to request a review of a premises licence is a powerful tool and ensures that if the premises licence holder doesn't abide by the terms of the premises licence he can be held to account. We doubt it will ever be necessary, but we are glad you're aware of the options available to you.*

We have no intention of complaining for the sake of complaining. We will complain only if the premises is causing antisocial behaviour or noise which impacts on us – but if this happens we will

complain about even minor breaches which contribute to the problem. [Understood. My client hopes never give you cause for complaint](#)

The amendments suggested by Mr Elford -

1. Customers shall not be permitted to consume alcohol immediately outside the premises
2. Substantial food and non-intoxicating beverages shall be available in all parts of the premises where alcohol is sold or supplied for consumption on the premises.
3. The supply of alcohol (on-sales) shall be by waiter or waitress service only.
4. The availability of alcohol without food (other than in the context of off-sales) shall not be externally promoted by the premises

Regarding the first suggested amendment –

This would seem to cover a lot of our concerns – however the existing licence already contains a clause (clause 27) which states that *“Patrons will not be allowed to take drinks, glass or open containers outside of the premises at any time. Except for sales of sealed containers which will not be consumed in the vicinity of the premises”*.

While the wording is different (and you could consider the difference between consuming alcohol and taking drinks outside, or between immediately outside and the vicinity) this seems to basically be the same condition. [Perhaps it is worth me explaining briefly the history of the premises licence and the distinction between on and off-sales. Historically, there has been a licence for off-sales \(i.e. alcohol that is taken away and consumed elsewhere\) at this premises for a long time. That licence was amended \(varied\) to allow for on-sales \(i.e. alcohol that is given to customers to be consumed immediately\). There are two strands to my client's business:](#)

1. The sale of alcohol for consumption off the premises (off-sales). My client wants to sell craft beers and wine for customers to take away; and
2. The sale of alcohol for consumption on the premises (on-sales). My client wants to be able to sell the same craft beers and wine to customers on the premises, as well as food.

The current premises licence contains a condition (condition 17) that is very poorly put together. It is a source of disagreement between my client (well, me actually) and the police. The police say the condition obliges my client to sell all alcohol with food, regardless of whether the customer is staying at the premises or taking it away to consume elsewhere. I, respectfully, disagree. My view is that the condition only relates to on-sales i.e. those made to customers staying at the premises and not to those customers who are buying alcohol to take away, but the condition is worded so poorly that I can see why the confusion has arisen and I have some sympathy with what the police have had to deal with in the context of London Fields. The purpose of this application is to remove the confusion about what can be done in terms of on-sales and off-sales so that there is clarity (and enforceability) and also to provide my client with some flexibility around whether customers at the premises need to have food in order to have a drink. At present my client is abiding by the Police's restrictive interpretation of what he can and can't do.

The issue is less that the license does not prevent it but more that the clause has historically been broken.

Regarding the amendments as a whole –

Our concerns are much more related to potential anti-social behaviour outside the premises than any concerns about whether individual customers are eating meals. [This is good to know as the reverse is true of the Police and Council who are very caught up on that condition.](#)

Including these clauses would be a step towards us removing our objection to allowing alcohol to be served without food. We are pleased that suggested condition (4) is broad, that is particularly comforting after the wording in the original application.

Existing clauses that would need to remain

We'd like assurances that the current conditions 29 and 30 remain, stating that no more than 15 customers can be in the premises, and no more than 5 people can be outside smoking. [We are actually changing condition 29 so that it refers to 12 customers. There is no change proposed to the number of smokers.](#)

We would also like to draw the current owner's attention to current conditions 20 and 37 requiring that signs be put up reminding customers to leave quietly, and a sign be put up (visible externally) with a number to call with complaints. We do not know whether the first has ever been complied with, the second definitely has not. [As per my earlier email, the premises isn't currently trading under the Premises Licence. These notices will be in situ before the premises starts making use of the licence again.](#)

Additional suggested amendments –

Given the serious issues we have had in the past with the pavement (and actual road) being used as an overflow we would like additional restrictions covering:

- That only 15 customers will ever be served at one time

This should follow from existing conditions 29 and 30, but it has not.

- That the premise will ensure that the pavement is not blocked, and that customers do not stand on the cycle path or road

We are not concerned about people occasionally standing outside to smoke, we do think that other people should be able to use the pavement and have space to walk past.

We are very concerned about people standing in the road – this seems extremely dangerous (particularly when the people are drunk, and not paying attention). We have seen cars swerve, and heard them honking at people in the road after near misses.

- That the premise door and window will not be kept open.

We would consider this could apply to set times or conditions rather than be a blanket rule – but believe it is not acceptable for the door/window to be open when people are drinking inside in the evening, or when music is being played at more than a low volume.

There have been historic problems with noise from within the premise as well as from people standing outside. This has included loud music, extremely drunk

customers, shouting due to the large number of people, yelling and cheering, and at one point even live music.

Even without these problems people tend to be louder, and to have less control of their volume, when they drink. People get louder when multiple people are trying to be heard in a small room. The premise is likely to want to play music at times.

It is possible for people to have relatively loud conversations, and play music at a reasonable level, in the premise with the door and windows closed (when this happens you can hear when people go in and out – but the difference is considerable).

To be clear we would like to ensure there is *not* noise coming from the premise which would not be coming from a house on the street everyday. So if there was a clause ensuring that the door/window would not be open late at night and/or when conversation and/or music is loud we would be happy. We would not object to the door/window being open sometimes during the day, and some noise of conversation/low level music such as you could hear from any house with open windows being audible when walking past. We don't think we should be able to hear noise from the premise inside my mother's house (across the road and several houses down).

We don't think that it can really be a condition of the license but do believe that the premises would be a little less problematic if it was air-conditioned. Allowing customers to drink outside has historically allowed the premises to serve more people, but it has also been clear that at times customers have chosen to be outside rather than in the building because of the heat. There have also been issues with the door/window being open. The premises is very small, it is very crowded with 15 people in it, and it is not well ventilated. It clearly becomes extremely hot. We're not huge advocates of air-conditioning but if there are going to be relatively large numbers of people in a small room (which includes some heating of food at times) which is not particularly well ventilated it seems more sensible. *You are correct. It can't be a condition on a Premises Licence, but that doesn't mean it isn't a very sensible suggestion or that it isn't something my client could and should look into. Things being what they are at the moment I don't think there is the capital available to install air-conditioning but it is certainly something I have suggested Sylvain looks at when the business is back on its feet.*

Assurances that there will be no move to temporarily allow for drinking outside the premise –

We would additionally like assurances that the premises will not be seeking to temporarily serve people outside. *As you rightly identify above, this is a non-starter due to the size of the pavement. My client will, I hope, be making off-sales to customers for them to take and drink elsewhere (they will not be permitted to drink outside the premises).*

This application seems to be based on long term plans, but we are concerned that the premises holds 15 people *without* social distancing being considered. It is a very small premise. It is not much bigger than the size of the office my employer has determined can safely hold 3 members of staff with social distancing (and that room does not include a lavatory and space to prepare food). *Before*

opening the premises my client will need to conduct a COVID-secure risk assessment, which will determine, amongst other things, the number of customers he can safely have in the premises and what mitigation he will need to put in place. It isn't going to be anything like 12 until such time as social distancing is reduced/falls away.

We worry that the problems we have experienced in the past have partly been due to poor management, but partly due to the difficulty of making such a small premise economically viable. If that was an issue when it could hold 15 people then there seems to be even more pressure to use the outdoor spaces while it cannot. This, ultimately, is for my client to make work. He is confident that with both strands of the business working well (on sales and off-sales) he will be able to make money.

We also know that in many cases licensed premises have been relying on selling to people sitting outside to allow for social distancing. This can clearly be a reasonable solution to places with outdoor space but we want it to be made very clear it would not be suitable, however temporarily, at this premise. There is only a standard pavement outside and there is no way that people can drink there and not have a negative impact on local residents. We agree that the exterior of Binch is unsuitable for tables and chairs or customers drinking outside. That is not something my client wants and will be expressed, we hope, as a condition of the licence.

Hours –

We disagree with Mr Elford that opening early is uncontroversial. Noise for the premise during the day is as likely to have as great an impact on my mother's standard of living as noise in the early hours of the morning. She is more likely to want to have her window open (it will be warmer), she sleeps at the back of the house but her living room is at the front of the house, she is more likely to want to watch (and hear) TV during the day. So while noise at that time is more socially acceptable, and less likely to stop someone sleeping, it can still be problematic. Apologies, I did not mean to offend. I deal with premises up and down the country and my experience is that later hours tend to be more controversial than those during the day. Provided this premises are operated properly, which they will be, they are as unlikely to cause a problem at midday as they are at midnight.

However we are willing to consider that these are only issues if the premises is run *not* in accordance with current and proposed conditions.

Next steps

I am happy for Mr Elford to contact me directly at this email address if he has any response, or further questions, but would appreciate it if all emails were also copied to someone from the licensing department.

Thank you,

██████████

On Thu, 23 Jul 2020 at 14:21, Shan Uthayasangar <shan.uthayasangar@hackney.gov.uk> wrote:

Dear Ms Hay,

I refer to your objection to the variation of the premises licence for the above premises. This was forwarded (anonymously) to the applicant's solicitor, Please see below email for their response. I would be pleased if you could let us know if this would allay your concerns and withdraw your

objection. Please feel free to respond directly to their representatives or via me if you have further concerns.

Thanks

Kind Regards,

Shan Uthayasangar
Licensing Officer
London Borough of Hackney
T: 020 8356 8839

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

From: **Luke Elford** <Luke@woodswhur.co.uk>

Date: Thu, 23 Jul 2020 at 13:48

Subject: Binch Ltd - 51a Greenwood Road, Hackney, London E8 1NT - Application to vary a premises licence

To: Shan Uthayasangar <shan.uthayasangar@hackney.gov.uk>

Hi Shan,

Please can you pass this on to the resident objector to my client's application at Binch and invite them to contact me direct if they still have any concerns.

Thanks,

Luke

Dear Madam,

Can I start by apologising for the impersonal nature of this email and greeting. Hackney Council censor (redact) resident objections in relation to licensing applications so I can't address you by your proper name or title. Please forgive me.

I am a solicitor representing Binch Ltd (Sylvain Bertozzi) and I am recently instructed by them after they received your objection to their application to vary their premises licence at 51a Greenwood Road.

First, can I thank you for your objection. It is very well put together and a hell of a lot fairer than most objections from residents that I come across representing clients up and down the country.

I thought it might be helpful to write to you and explain why my client is making this application and what it is intended to achieve. It is clear that there is a fair amount of background in this case and that you have suffered at the hands of previous irresponsible operators. I am pleased that you have acknowledged that's not an accusation that can be levelled at my client.

The purpose of the application is not to turn Binch into a bar, but rather to remove a restriction (condition) that requires my client to insist that every customer who comes through his doors buys a meal. Put simply, my client would like the flexibility to be able to offer those customers who come to Binch and who don't want a sit down meal a glass or two of wine or beer. I don't think that's an unreasonable request particularly considering the venue can only accommodate 15 people.

I can certainly appreciate, given the history, why you would be concerned about the application and the way it was framed. That happens sometimes when licence holders submit their own applications rather than instructing a licensing specialist such as myself. I have talked your objection through with my client and he wants to reassure you that there won't be a return to the kind of behaviour you experienced under previous ownership.

To assist with that, I have put together some conditions that I think will help reassure you that's not going to happen. They are:

- 1. Customers shall not be permitted to consume alcohol immediately outside the premises**
- 2. Substantial food and non-intoxicating beverages shall be available in all parts of the premises where alcohol is sold or supplied for consumption on the premises.**
- 3. The supply of alcohol (on-sales) shall be by waiter or waitress service only.**

4. The availability of alcohol without food (other than in the context of off-sales) shall not be externally promoted by the premises

It is clear from your objection that you were previously disturbed by people drinking outside this venue when it was owned by others. Condition 1 makes it a criminal offence (punishable by up to 6 months in prison and/or an unlimited fine) for that to happen again.

Condition 2 means that there will still be food available at all times. Our expectation is that most people will eat, but as explained above we want to be able to accommodate the small number of people who don't.

Condition 3 requires alcohol to be provided by waiter or waitress service. This means that alcohol is delivered to customers at their tables rather than them standing at a bar, like they would in a pub for example.

I said above that the intention isn't to turn Binch, small as it is, into a bar. Condition 4 means that my client won't be able to promote the availability of alcohol without food or to advertise it to the public at large.

The other part of the application is to extend the hours during which alcohol can be sold at the premises. My client isn't applying for later hours to be able to sell later into the night, but rather to be able to use the premises at lunchtimes. Again, I am of the view that isn't too controversial and I hope you would agree.

I sincerely hope that the reassurances above, and the conditions, persuade you that it is not necessary to maintain your objection. If that is the case, would you be so kind as to notify the Licensing Officer dealing with this application, Shan Uthayasangar (shan.uthayasangar@hackney.gov.uk) that your objection is withdrawn.

If concerns remain, I would be delighted to discuss them with you and I can be contacted on the details below.

With my very best wishes.

Kind regards,

Luke

Luke Elford

Woods Whur 2014 Limited

Tel: +44 (0)113 234 3055 / Mob: +44 (0)7702 802594 / Twitter: @Luke_WoodsWhur

luke@woodswhur.co.uk

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Rillettes

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with onion chutney and bread

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