

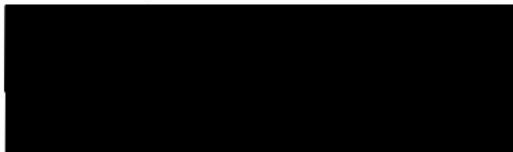

However, we do know that the title deeds of our properties have restrictive covenants. We are disappointed that Mr Thompson did not approach us before making an application for a premises licence. We would have reminded him of the restrictive covenants, which we are sure his solicitor explained to him when he purchased the property in 2013. The restrictive covenants state that: "No house erected on the land shall be used for any purpose other than that of a private residence. No house shall be let out in flats nor shall any trade or business be carried on on the said land, nor shall anything be done thereon that shall become a nuisance or annoyance to the adjoining owners." The business of making and selling alcohol is a clear breach of the restrictive covenants. Neighbours could apply to the court for an injunction to stop the business and claim damages, which would include the legal costs of applying for the injunction.

In section 18 paragraph d of the Application on London Borough of Croydon website, under the heading The prevention of public nuisance, it says "Clear and legible notices will be prominently displayed to remind customers to leave quietly and have regard to our neighbours." The concern here is that such notices are necessary because the granting of a premises licence can give rise to noise which neighbours would not like.

Paragraph 2.33 of the Guidance notes issued under section 182 of the Licensing Act 2003 states that public nuisance is not narrowly defined in the 2003 Act. It is important to remember that the prevention of public nuisance could therefore include low-level nuisance perhaps affecting a few people living locally."

Mr Thompson assures us he is doing small batch production on the premises but our understanding is that this Application is for a permanent licence – it is not for a time limited period. He is an entrepreneur and hopes naturally that his business will grow and we are sure he will strive to make it grow but we see this prospect as simply more nuisance.

Yours faithfully



We consent to our details being passed on to the Applicant.