



Mohammad WASEEM
St Pauls Supermarket
128 Grosvenor Road
Bristol
BS2 8YA

CONTACT: 9976 Mowbray Licensing Officer
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OUR REF: 14/02318/PREM
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27th September 2020

Dear Mr WASEEM,

Breach of Premises Licence Conditions- St Pauls Supermarket, 128 Grosvenor Road, Bristol, BS2 8YA

Premises Licence Number: 14/02318/PREM

I write to you in your capacity as Premises Licence Holder and Designated Premises Supervisor of the above premises. You may be aware that these premises were subject of a regulatory visit by the Police at 16:00hrs on Wednesday 23rd September 2020.

The below listed breaches of licence conditions were discovered.

- Personal Licence holder shall be on the premises at all times that licensable activities are taking place.
The staff member did not hold a personal licence and you had to be asked to attend the premises.
Contrary to Condition 1 Annex 2
- CV14 A till prompt system shall be installed to assist staff by reminding them to challenge for ID when a sale is made.
No till prompt in use.
Contrary to Condition 3 Annex 3

- SA02 (a) An approved proof of age scheme shall be adopted, implemented and advertised within the premises such as Challenge 25 whereby an accepted form of photographic identification shall be requested before any alcohol is sold to any person who appears to be under 25 years of age. Acceptable proof of age shall include identification bearing the customer's photograph, date of birth and integral holographic mark or security measure. Suitable means of identification would include PASS approved proof of age card, photo-card driving licence and passport
- (b) Publicity Materials notifying customers of the operation of the Challenge 25 scheme shall be displayed at the premises, **including a Challenge 25 sign of at least A5 size at the entrance to the premises** and where practicable at each point of sale.

No Challenge 25 poster displayed at the entrance to the premises.

Contrary to Condition 11 Annex 3

- SA03 The premises licence holder shall require the DPS, or in his/her absence other responsible person, to keep an 'incident/refusals logbook in a **bound** book in which full details of all incidents are recorded. **This shall include details of any refused sales and shall give details of the persons involved, incident description, time and date, actions taken and final outcome of the situation.** This shall be completed as soon as possible and in any case no later than the close of business on the day of the incident. The time and date when the report was completed, and by whom, is to form part of the entry. The logbook is to be kept on the premises at all times and shall be produced to an authorised officer of the Licensing Authority or a constable when required-

- Incident book contained limited information, no details.

Contrary to Condition 12 Annex 3

- CCTV shall be in use at the premises.
 - (i) Where a CCTV system is to be installed, extended or replaced, it shall be to an appropriate standard as agreed with the Licensing Authority in consultation with the Police. Where a CCTV system is to be installed it shall be fully operational by the commencement of the premises licence. Where existing CCTV systems are to be replaced or extended the replacement or extension to the system shall be concluded by the commencement of the premises licence and the system be fully operational on that date.
 - (ii) The CCTV equipment shall be maintained in good working order and continually record when licensable activity takes place and for a period of two hours afterwards.
 - (iii) The premises licence holder shall ensure images from the CCTV are retained for a period of 31 days. This image retention period may be reviewed as appropriate by the Licensing Authority
 - (iv) The correct time and date will be generated onto both the recording and the real time image screen.
 - (v) If the CCTV equipment (Including any mobile units in use at the premises) breaks down the Premises Licence Holder shall ensure the designated premises supervisor, or in his/her absence other responsible person, verbally informs the Licensing Authority and the Police as soon as is reasonably

practicable. This information shall be contemporaneously recorded in the incident report register and shall include the time, date and means this was done and to whom the information was reported. Equipment failures shall be repaired or replaced as soon as is reasonably practicable and without undue delay. The Licensing Authority and the Police shall be informed when faults are rectified.

(vi) The premises Licence holder shall ensure that there are trained members of staff available during licensable hours to be able to reproduce and download CCTV images into a removable format at the request of an authorised officer of the Licensing Authority or a constable.

(vii) There shall be clear signage indicating that CCTV equipment is in use and recording at the premises during all licensable hours

- The CCTV was only recording for 27 days.
Contrary to Condition 13 Annex 3

This was an extremely disappointing third visit and concern is currently held by the police that the premises are not operating under the terms that the licence was granted.

Additionally you were unable to provide a Covid 19 risk assessment as required under Covid legislation.

These issues **must** be rectified immediately.

You may be well aware that the maximum penalty for offences under the current legislation is a fine of £20,000 and / or six months imprisonment. The Premises Licence is also under jeopardy if there is not an improvement in the running of the premises and the adherence to the licensing conditions.

After such concerns have been identified at a premise it is common practice that further regulatory inspections will be conducted in the near future to check compliance.

If you have any concerns regarding the issues raised, or you wish to discuss the matter further, then please do not hesitate to contact me on the details supplied.

Yours sincerely,

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27/09/2020