

## Business and Planning Act 2020

### APPLICATION FOR PAVEMENT LICENCE

The completed application form together with the required documents and fee must be sent to;

The London Borough of Newham  
Highways and Sustainable Transport  
Network Management  
Newham Dockside  
1000 Dockside Road  
London  
E16 2QU

Skipsand.Scaffolding@newham.gov.uk

Part B **must** be displayed to the public at the premises upon application, for 14 days

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#### 1. Where do you want the pavement licence to apply:

Address of Licence:

419-421 Barking Road, East Ham, London E6 2JX

Business Name of premises:

Millers Well

The application is for:

(*enter quantity*)      8              Tables and 24              Chairs, for the purposes of serving food and drink.

Details of Any other equipment being considered

Please see the plan

#### 2. Is the land to be used owned or maintained by

- Newham Council as the Highway Authority:
- Network Rail
- Transport for London (TfL) or any of its subsidiaries

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

#### 3 What is the:

- The width of the land that you wish to use: 2.8 metres
- The depth of the land that you wish to use: 13 metres
- Total area of the land that you wish to use : 36.4 square metres

## **2. Applicant Details**

First name: Leaders Gate Limited ( Co Reg No 14499142)

Family/ Surname

Address: 419-421 Barking Road, East Ham, London E6 2JX

Business Address *(if different from above)*:  
As above

Date of Birth:

Main contact Telephone number: 31070204

Mobile Number: as above

Email address: 31070204@leadersgate.com

Company name: *(if applicable)*: Leaders Gate Limited

Registered Office: *(if applicable)*

First Floor Suite, 134 Cam Road, Stratford, London E15 2SN

Principle Trading address: *(if applicable)*:

419-421 Barking Road, East Ham, London E6 2JX

Registration number: *(if applicable)*  
14499142

## **3. Application Details:**

3.1 Who will you appoint to be in charge of the area used for the tables and chairs  
(e.g. manager of premises)

3.1. On what days and during what times do you want to put the tables and chairs on  
the land (use 24 hour clock):

<b>Day</b>	<b>Start</b>	<b>Finish</b>
Mon	09:00	21:00
Tues	09:00	21:00
Weds	09:00	21:00
Thurs	09:00	21:00
Fri	09:00	21:00
Sat	09:00	21:00
Sun	09:00	21:00

Note: The Council has a standard condition that the hours of operation may only be between **09.00 to 22.00 hours** on Monday to Sunday. The Council will only be prepared to extend those hours in exceptional circumstances. If you wish to trade before 09.00 hours or after 22.00 hours, please give details of the hours and full reasons below:

Proposed conditions attached.....  
.....  
.....  
.....

The Network Management Team reserves the right to restrict times of operation in the interests of the public.

- 3.3 Permissions are normally granted for a 3 month period (renewable subject to payment)
- 3.4 Give a brief description of the types of chairs, tables and barriers that will be used on the Highway including the numbers and what they are made of and their colours.
- 3.5 Give details of the toilet and hygiene facilities that will be provide for persons using the area, including the location of the facilities and their numbers.
- 3.6 What provision you have made for smoking and non-smoking areas for seating
- 3.7 Give details of the steps that you will be taking to ensure that the use of the highway does not cause a public nuisance to either nearby residents/businesses or passers-by. This should include preventative measures to stop noise nuisance that may be caused by patrons using the premises or arriving at or leaving the premises in particular at night.
- 3.8 Give details of the steps that you will be taking to ensure that the use of the highway does not cause or attract anti-social behaviour, crime or disorder in the vicinity (e.g. groups of people attracted by the operation gathering immediately outside the land and causing problems).
- 3.9. What arrangements will be made for the regular collection of any litter or other rubbish in the vicinity of the area that have been caused by the business?
- 3.10 How often will the tables and the land be cleaned of plates, drinking vessels and other utensils, waste, rubbish etc.?
- 3.11 What arrangements will be made for the storage and collection of any litter, waste, rubbish etc.?
- 3.12 What, if any arrangements or measures have you considered/put in place to reduce the risk to customers from vehicle incursions and social distancing?

3.13 Please give any other information which you believe will be of assistance to the Council in its consideration of the application

3.14 Please supply a plan clearly showing the proposed area covered by the licence in relation to the highway, if not to scale, with measurements clearly shown. The plan must show the positions and number of the proposed tables and chairs, together with any other items that the applicant wishes to place on the highway. The plan shall include clear measurements of, for example, pathway width/length, building width and any other fixed item in the proposed area.

3.15 a risk assessment demonstrating how the applicant will manage social distancing and the conflict between pedestrians using the footway, those using the tables and those queuing to access the premises,

**Documents etc. to be submitted with this application form:**

<b>I have enclosed the following documents etc with this application form</b>	<b>State Yes or No</b>
The fee (this can be paid by Credit/Debit card by calling 020 3373 1463)	Yes <input type="checkbox"/>
Plans in accordance with number 3.2(a) and (b)of the Rules Governing Applications	Yes <input type="checkbox"/>
Proof of any Public Liability insurance	Yes <input type="checkbox"/>
Photographic evidence of placement of notice in Part B. showing prominent location in premises window and overview of location in relation to premises as a whole showing Part B form displayed.	Yes <input type="checkbox"/>

**Declaration of Applicant**

1. I hereby declare that:

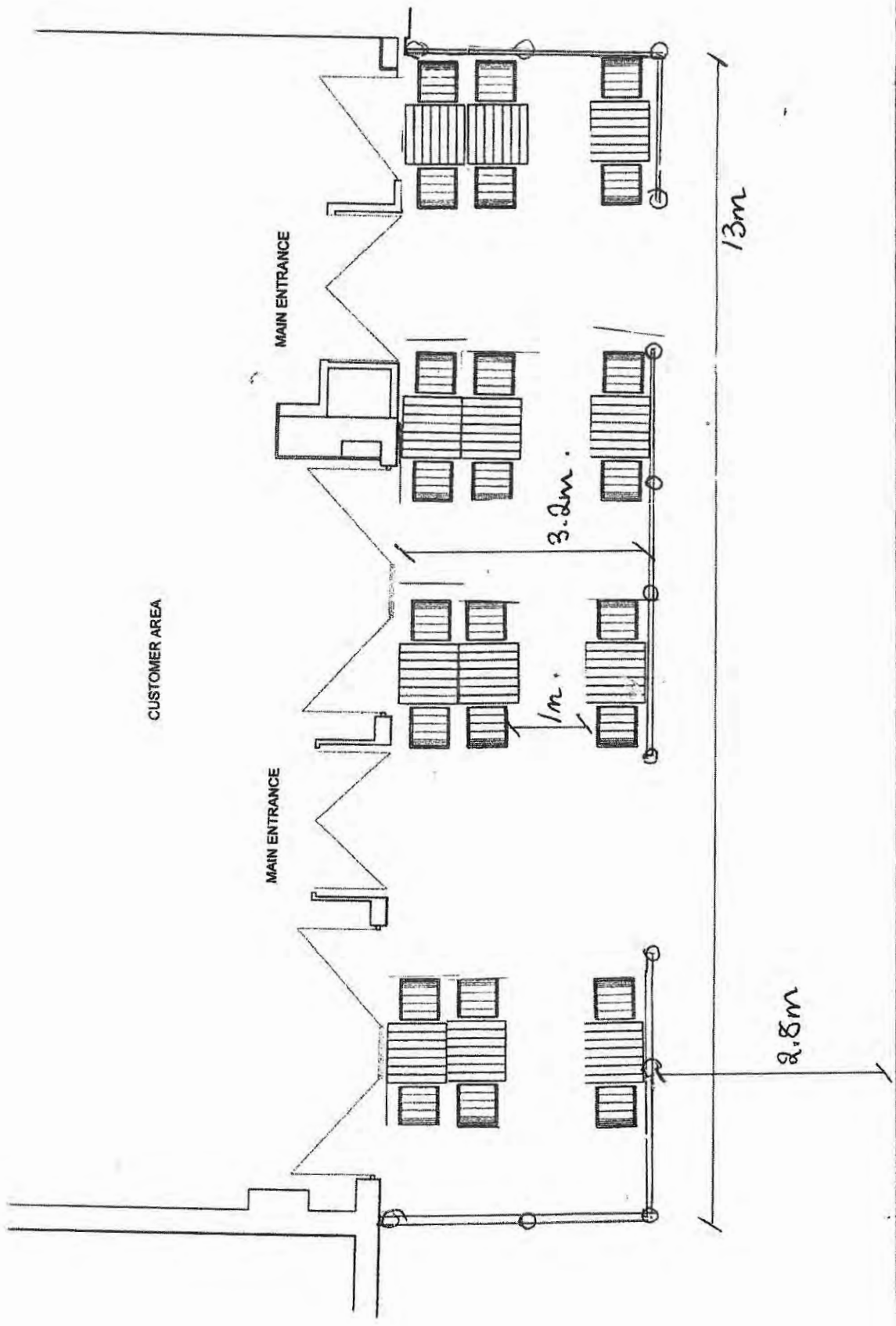
- a) I have read the Councils:
  - Rules Governing Applications
  - Standard Conditions
  - Guidelines For Determination of Applications
- b) I am aware that 'tacit approval' does not apply to this application
- c) The details contained in this application and any attached documents are correct to the best of my knowledge and belief.

2. I/we hereby further declare that I/we shall indemnify and save harmless the Council of the London Borough of Newham against any claim in respect of injury, damage or loss arising out of the grant of the permission that is not attributable to the negligence of the Council

Signed:

Print Name

Dated



CUSTOMER AREA

MAIN ENTRANCE

MAIN ENTRANCE

1m

3.2m

13m

2.8m

BARKING ROAD

## PROPOSED CONDITIONS FOR PAVEMENT LICENCE

MILLERS WELL, 419-421 BARKING ROAD, EAST HAM, LONDON E6 2JX

The following conditions are proposed:

1. Permission to operate a pavement licence does not imply an exclusive right to the area of public highway. The licence holder must be aware that Newham Council and others (e.g. police, highways authority, statutory undertakers) will need access at various times (including emergencies) for maintenance, installation, special events, improvements etc. or any other reasonable cause and it is a condition of this licence to provide such access. This may mean that the pavement licence will need to cease operating and/or be removed for a period of time. On these occasions there would be no compensation for loss of business.
2. The licence holder must hold Public Liability Insurance for the operation of the Pavement Licence. This must indemnify the London Borough of Newham Council against all claims for injury, damage or loss to users of the public highway, arising from the use of the highway for the permitted purpose. The minimum level of indemnity must be £10 million in respect of any one incident. Evidence of the insurance must be provided to Newham Council on request.
3. Tables and chairs must not be placed in position outside of the permitted times stated on the licence. When the licence is not in use, all tables and chairs and other furniture must be stored securely inside a premises away from the highway.
4. Newham Council are empowered following the service of the appropriate statutory notice, to remove and store or dispose of furniture from the highway, at the cost of the licensee, if it is left there outside the permitted hours, or should any conditions of the licence be ignored. The Council will not be responsible for its safekeeping.
5. An unimpeded pedestrian route must be maintained at all times for people wishing to use the footway as per the National Licence Conditions.
6. The method of marking the boundary of the licensed area must be agreed between the licence holder and the Network Management Team. Whatever method is agreed a 2 metre clear walkway must be maintained for the use of pedestrians.

7. Emergency routes to the premises and adjacent buildings must not be obstructed by the Pavement Licence, which should not, unless otherwise agreed, extend beyond the width of the premises frontage.
8. Tables and chairs should be of an approved type and should be kept in a good state of repair. Furniture should be placed so as not to obstruct driver's sightlines, or road traffic signs. Placement of tables and chairs must allow pedestrians to use the footway parallel to the frontage of the premises. Care should be taken in the use of hanging baskets, awnings, protruding umbrellas etc. Alternative items may not be used without first seeking the written authority of the Council. Patio heaters must not be used.
9. All potential obstructions must be removed from the public highway when the premises are closed to prevent a safety hazard to pedestrians, particularly during the hours of darkness.
10. The licensee should ensure that the area operates in a safe and orderly manner, thereby ensuring that any safety risk or nuisance to customers, other users of the public highway or any adjacent land or premises, is minimised.
11. The operation of the area must not interfere with highway drainage arrangements
12. During the hours of darkness, suitable and sufficient lighting must be provided to ensure safe use of the area. Any proposals to provide additional lighting to the licensed areas must be agreed with the Highway Authority.
13. All detritus (food and drink remnants, spillages, bottles, cans, wrappers etc) must be regularly removed from the footway surface to reduce hazards to pedestrians. The licence holder must make arrangements to regularly check for and remove litter and rubbish on pedestrian walkways, left by persons using the premises, for a distance of up to 10 metres from the boundary of the premises. The licence holder must ensure that any tables are cleared in an efficient manner during the hours of operation. The licence holder must ensure the licensed area and surrounding highway is washed down at the completion of each day's usage using a method sufficient to remove food debris, grease and other spillages that may occur.
14. The licence holder is not permitted to affix any fixtures, or make excavations of any kind, to the surface of the highway without prior written approval.

15. The Licensee of a premises not licensed under the Licensing Act 2003 or any modification or re-enactment thereof, must not allow the consumption of alcoholic liquor within the licensed area.
  
16. The Licensee of a premises licensed under the Licensing Act 2003 or any modification or re-enactment thereof, must not allow the consumption of alcoholic liquor within the premises outside the hours in force for the premises itself.
  
17. The licence must be displayed on the premises with a plan of the agreed layout of the pavement Licence.
  
18. The licence holder must remove any tables, chairs and other furniture immediately at the end of the licence period or on revocation of the licence.

These proposed conditions should be read in conjunction with any mandatory national conditions concerning pavement licences, if the premises is licenced under the Licensing Act 2003, any relevant conditions attached to the premises licence, the latest government requirements concerning coronavirus and social distancing and any other relevant requirement of the Business and Planning Act 2020.

The licence holder is responsible for ensuring that the conditions of the licence and any other necessary permissions and regulations are adhered to. The Licence holder is to use the highway solely for the purpose of the licence in line with the provisions of this licence and for no other purpose whatsoever.

Newham Council reserves the right to revoke this licence at any time if any of the above conditions are not complied with.





## PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

This is a packaged policy made up of insurances underwritten by Accelerant Insurance Europe SA and ARAG plc and the customer is unable to purchase either insurance separately. Therefore, the premium detailed below is the total premium for the package of insurances.

<b>POLICY REFERENCE</b>	RIV1/10450432
<b>INCEPTION DATE</b>	11 December 2023 to 10 December 2024
<b>BUSINESS NAME</b>	Millers Well Ltd T/as The Miller's Well
<b>BUSINESS ADDRESS</b>	419-421 Barking Road London E6 2JX

### PREMIUM

	with Accelerant Insurance Europe SA	<b>£1,166.30</b>
	<b>Insurance Premium Tax</b>	<b>£139.96</b>
In respect of Legal Expenses, administered by ARAG plc & underwritten by SCOR UK Company Ltd	<b>Insurance Premium Tax</b>	<b>£35.00</b>
		<b>£4.20</b>
	<b>Policy Fee</b>	<b>£70.00</b>
	<b>Total Premium</b>	<b>£1,415.46</b>

Total Premium Payable Including £70 Policy Placement Fee £1,485.46



## PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

### SCHEDULE OF INSURANCE

Please read in conjunction with your 'Statement of Facts/Proposal & Key Facts'

POLICY REFERENCE	RIV1/10450432
INSURER	Accelerant Insurance Europe SA
INCEPTION DATE	11 December 2023
EXPIRY DATE	10 December 2024
BUSINESS NAME	Millers Well Ltd T/as The Miller's Well
BUSINESS	Public House
BUSINESS ADDRESS	419-421 Barking Road London E6 2JX
PREMIUM	£1,306.26, including £139.96 Insurance Premium Tax

### SUMS INSURED AND LIMITS OF LIABILITY

BUILDINGS (including subsidence, landlords fixtures and fittings)	£ 0
SIGNS	£ 2,500
PLAYING SURFACES, ARTIFICIAL SURFACES AND FLOODLIGHTS	£ 0
LOSS OF RENT PAYABLE	£ 0
DOMESTIC CONTENTS (excludes jewellery & antiques) - maximum limit £1,500 per single item	£ 0
TENANT'S IMPROVEMENTS	£ 10,000
CONTENTS INCLUDING TRADE FIXTURES & FITTINGS, MACHINERY, PLANT (including Property Held in Trust)	£ 30,000
ELECTRONIC EQUIPMENT & COMPUTERS (including EPOS systems and computerised tills)	£ 8,000
PROPERTY IN THE OPEN	£ 2,500
STOCK AND MATERIALS IN TRADE, THE PROPERTY OF THE INSURED OR IN COMMISSION FOR WHICH THE INSURED IS HELD LEGALLY RESPONSIBLE	£ 5,000
WINES & SPIRITS	£ 10,000
TOBACCO	£ 0
DETERIORATION OF STOCK	£ 3,000
GOODS IN TRANSIT	£ 5,000
GLASS	UNLIMITED
BOOK DEBTS (Outstanding Debit Balances)	£ 10,000
EQUIPMENT BREAKDOWN	INCLUDED
BUSINESS INTERRUPTION (12 months Indemnity Period) - GROSS PROFIT	£ 500,000
BUSINESS INTERRUPTION FROM BREAKDOWN	INCLUDED
EMPLOYEE DISHONESTY	£ 10,000
EMPLOYERS LIABILITY	£ 10,000,000
PUBLIC LIABILITY	£ 5,000,000
PRODUCTS LIABILITY	£ 5,000,000
PERSONAL ACCIDENT	£ 5,000
LOSS OF LICENCE	£ 100,000
MONEY:	
(i) DURING WORKING HOURS AND IN TRANSIT	£ 5,000
(ii) IN LOCKED SAFE OUTSIDE WORKING HOURS	£ 2,000
(iii) NOT IN SAFE OUTSIDE WORKING HOURS OR IN PRIVATE RESIDENCE	£ 500
MONEY IN GAMING MACHINES (6 Machines)	£ 0
PERSONAL ACCIDENT from ASSAULT	£ 25,000 / £100 per week
PERILS OPERATIVE, INCLUDING ACCIDENTAL DAMAGE	ALL



## PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

### EXCESS APPLICABLE

EXCESS (the first amount you pay) applicable to Section 1 - Material Damage, Section 3 - Equipment Breakdown, Section 5 - Public Liability for Third Party Property Damage, Sub-Section B - Employee Dishonesty of Section 6 - Management Protector	£ 500
ESCAPE OF WATER EXCESS	£ 1,000
FLAT ROOF EXCESS	£ 500
SUBSIDENCE EXCESS	£ 1,000

### ADDITIONAL TERMS & CONDITIONS

#### ACC149: SPILLAGE POLICY CONDITION

It is a condition precedent to insurers liability under **Section 4 - Employers' Liability** and **Section 5 - Public and Products Liability** that there is a written Spillage Policy in place which ensures the efficient management of slips and trips. This includes the immediate identification and clearing up of any spillages &/or broken glass with warning signs appropriately displayed to highlight any wet or contaminated floor surfaces.

#### ACC153: PUBLIC & PRODUCTS LIABILITY EXCESS OF £1,000

Any claims arising from or in connection with **Section 5 - Public & Products Liability** have an increased **Excess** of £1,000.

#### ACC303: TUMBLE DRYER CONDITION

It is a condition precedent to the Insurer's liability under **Section 1 - Material Damage** that with regards to Tumble Dryers the Insured ensures the following procedures are adhered to:

1. all oily and/or greasy fabric materials intended for tumble drying must first been suitably washed using an appropriate degreasing agent,
2. dryers are not to be left unattended whilst in operation,
3. dryers are to be cleaned of waste materials such as lint after each cycle or in accordance with the manufacturers' recommendations. The waste materials must be removed and suitably disposed of and not be allowed to accumulate around the machines or laundry.
4. all fabric materials after drying are to be then cooled by either of the following methods:
  - the drying machine cooling cycle
  - by the items being removed and separated to cool naturally on a non-combustible surface and to be aired for a minimum of 60 minutes before being folded
5. dryers are to not be used immediately prior to the daily closure of business. The dryer should be completely unloaded and allowed to cool for at least 60 minutes prior to daily closure.

#### ACC457: WALK-IN CHILLER / FREEZER CONDITION

It is a condition precedent to the **Insurer's** Liability that in respect of all **Buildings** which contain a walk-in chiller or freezer with composite panels the following apply to the composite panels of such chillers or freezers:

- any damaged composite panels must be replaced or repaired without delay
- items such as battery chargers must not be suspended from composite panels
- a hot work permit system must be in operation whenever heat work is to be carried out on the **Premises**
- all ductwork passing through composite panels must be sleeved in non-combustible material
- all wiring passing through composite panels must be encased in metal conduit and sealed with rubber grommets
- all composite panels do not have polystyrene core

#### ACC515: SCORES ON THE DOORS CLAUSE - 3\* OR MORE

You have advised us that you have not been awarded a hygiene rating (Scores on the Doors) yet as you have not been subject to an inspection by the local authority. This policy is issued subject to a hygiene rating (scores on the doors) of 3\*s (or PASS in Scotland) or above being awarded following inspection. You must contact us within a week of this inspection and inform us of the hygiene rating that you have been awarded.

#### ACC559: THIRD PARTY DOORSTAFF CONDITION

In respect of the use of third party door staff by the **Insured**, it is a condition precedent to the **Insurer's** liability under **Section 5 - Public and Products Liability** that such doorstaff have a written contract in place with the **Insured** which includes the requirement for the doorstaff to:

- a. be an approved contractor (as defined within the Security Industry Authority Approved Contractor Scheme)
- b. carry a valid Security Industry Licence
- c. hold their own Liability Insurance which includes a contractual indemnity to the **Insured** in respect of their liability for injury or loss of or damage to property consequent upon all activities carried out on behalf of the **Insured**, providing an indemnity of at least £5,000,000 to the **Insured** for the duration of this Policy.

#### ACC572: PFAS (PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES) ABSOLUTE EXCLUSION



## PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

Cover under this Policy excludes any liability arising directly or indirectly from or in any way connected with PFAS losses as defined within this Exclusion.

This Policy does not provide any liability for:

1. Any bodily injury, property damage, personal and advertising injury loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS.
2. Any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to PFAS, including but not limited to any of the following conducts:
  - a. actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials
  - b. design, manufacture, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials
  - c. testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralising, remediating, disposing of or in any way responding to or assessing the effects of PFAS-containing products or materials
  - d. failure to report any PFAS-containing products or materials to authorities
  - e. failure to warn of potential consequences arising from, or the inadequacy of any warning relating to any of the conducts described in a) to d) above.

If We / the **Insurer** allege that this Exclusion applies to any claim under this Policy, the burden of proving the contrary shall be upon You / the **Insured**.

For the purpose of this Exclusion, PFAS means:

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:

- a.
  - i. perfluorinated methyl group (-CF<sub>3</sub>); or
  - ii. perfluorinated methylene group (-CF<sub>2</sub>-); or
- b. any breakdown of any organic molecule, salt, free radical or ion, or the composition thereof
- c. any goods, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances
- d. its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

#### CON14: EMPLOYERS REFERENCE NUMBER (NEW BUSINESS)

**You** disclosed in your insurance application that **you** are awaiting 'certification from HMRC' or are not currently in a position to provide the **Employer Reference Number (ERN)**, also known as an employer **PAYE** reference.

Whilst it is a Condition and an Acceptance factor of the insurance that the **ERN/PAYE** reference is provided prior to inception, the **Insurer** has agreed to grant cover on the basis of the express assurance that **you** have given that the details will be provided within 14 days from inception of the policy.

The **ERN** is made up of two parts: a three-digit HMRC office number, and a reference number unique to **your** business.

Please note that failure to provide the **ERN/PAYE** reference within the allocated time scale may result in the policy being **cancelled** after 30 days of inception of the policy, as per Section 7) a) b) under the General Conditions of the policy.



## PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

### STATEMENT OF FACTS / PROPOSAL

When taking out insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair representation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair representation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

<b>Neither I, nor any directors or partners in the business have ever:-</b>	
had an insurance contract cancelled by an insurer.	No
had an insurance contract declared void by an insurer.	No
had different terms applied to an insurance contract by an insurer due to misrepresentation by: - providing misleading or incorrect information, - deliberately or recklessly withholding information, - providing false documents	No
had insurance cover restricted or cancelled due to non-compliance with risk improvement requirements.	No
been convicted of or charged with but not yet tried for a criminal offence other than motoring offences. (NOTE: Spent convictions (as defined under the Rehabilitation of Offenders Act 1974 or any similar or subsequent legislation) do not need to be declared.)	No

<b>Neither I, nor any directors or partners in the business either personally or in connection with the business or in any other business capacity have ever been:-</b>	
convicted of (or charged but not yet tried with) a breach of any UK health and safety legislation by any official body regulatory authority or enforcing authority.	No
served with a prohibition notice or improvement notice in connection with any UK health and safety legislation by any official body regulatory authority or enforcing authority.	No
served with a clean-up notice in connection with any UK health and safety legislation by any official body regulatory authority or enforcing authority.	No
All lifting plant and pressure vessels/boilers which are subject to Statutory Regulations are regularly inspected by qualified engineers as required by the legislation.	Yes
To the best of our knowledge we comply with our legal obligations under UK health and safety legislation.	Yes

<b>Neither I, nor any directors or partners in the business or in the name of any other business which any of us had an interest have:-</b>	
been declared bankrupt or insolvent either as private individuals or in connection with any business within the last ten years.	No
been disqualified from holding a directorship.	No
been the subject of a County Court Judgement (or the Scottish equivalents) in respect of debt as private individuals or in connection with any business within the last six years.	No
been a director or partner in a business that has been the subject of a County Court Judgement (or the Scottish equivalents) in respect of debt within the last six years.	No
been officers of a company that has been declared insolvent, or had a receiver or liquidator appointed, or entered into arrangements with creditors in accordance with the Insolvency Act 1986 within the last ten years.	No



## PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

### CLIENT DETAILS

Business Category :	Public House
Proposers name and trading name in full :	Millers Well Ltd T/as The Miller's Well
Business Status :	Limited Company
Is this client ERN exempt?	Awaiting Certification from HMRC
Is there a Third Party Interest to be noted?	No
Risk Address :	419-421 Barking Road London E6 2JX
Number of years trading at this address?	0
Number of years trading at a previous address?	0

### PREMISES

The Premises / Buildings of the Business being proposed (including outbuildings):	
Have walls built of brick, stone or concrete?	Yes
Have a roof of slate, tile, metal or concrete, excluding any flat roof area?	Yes
Has a flat roof percentage of?	100%
What is the construction of the flat roof?	Felt on Timber
Are in a good state of repair and kept in a like manner?	Yes
Have a listed status?	No
Were built in what year?	Post 1850
Located in a shopping centre, arcade or mill complex?	No
Trade all year round?	Yes
Are entirely self contained?	Yes
Are occupied solely by the business?	Yes
Have residential accommodation at the premises other than that which acts as the private dwelling of the proposer or their employee?	No
Occupied by the proposer, or their employees, overnight?	Yes
Are free from storm exposure and/or are in an area which is free from flooding and at least 400 metres away from the nearest river, canal, lake or tidal waterway?	Yes
Are free from, and in an area (within 400m of the premises) which is free from any signs of subsidence, heave and/or landslip?	Yes
Had the Electrical Installation tested by a certified NICEIC, ELECSA or ECA Contractor within the last 5 years and all reported defects remedied?	Yes
Has an open fire, woodburning or multifuel stove?	No



## PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

### RISK INFORMATION

Turnover :	£ 400,000
Wages :	£ 60,000
Total Number of Employees :	6
Has a Health & Safety Risk Assessment of the premises been carried out?	Yes
Is there a Health & Safety Policy in place?	Yes
Is frying undertaken at the premises, other than shallow frying?	Yes
Is there a full frying range (fish & chip shop style) located and used at the premises?	No
Are the kitchen and/or canopy hood, range extraction systems and ducting annually maintained and cleaned by professional contractor?	Yes
Is a pressure cooker used on the premises?	No
Number of covers:	90
What is the Scores on the Doors rating?	Not yet assessed
Is the risk situated in the basement of the property?	No

<b>Are any of the following in place at the premises:</b>	
Are there any guestrooms available to let?	No
Event Hire for private functions including Weddings, Birthdays, Christenings, Wakes etc. held more than twice a month?	No
Outside Catering?	No
Does the Proposer hold a current and valid licence to sell alcohol on the premises and are not aware of any matters pending that are likely to affect that licence?	Yes
Live Music / Entertainment?	Yes
Is Live Music, including solo artists, bands, karaoke, DJ's etc, provided more than twice in any seven day period?	No
Dance Floor?	No
Entrance Fee, other than at Christmas and New Year?	No
Door Staff?	Yes Daily, 2 Staff
Are the door staff licensed and hired from an approved SIA Third Party Agency?	Yes
Late License? (After 1am)	Yes
If after 1am, what time do the premises close?	Till 1:30am on Fri, Sat. During Christmas 24th, 25th & 26th will 3.00am
Children's Play Area?	No
ATM?	No



## PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

### RISK PROTECTIONS

Does the proposed premises comply with the minimum security requirements described below?	Yes
<p>1) The Final Exit Door of the premises is fitted with either a mortice deadlock / hook lock, which has 5 or more levers with matching boxed striking plate and conforms to BS3621 standard, or a cylinder operated deadlock or a deadlocking multi-point locking system. Timber doors frames to be at least 45mm thick. All aluminium framed doors are to be fitted with a swing bolt type mortice deadlock.</p> <p>2) All other external doors and all internal doors giving access to any part of the building not occupied by the insured for the purposes of the business, are fitted with either, the security detailed in 1), or two key operated security bolts of doors, fitted approximately 30cm from both the top and bottom of the door.</p> <p>3) All Cellar Flaps are fitted with the security as detailed in 1), or 5 lever close-shackle padlocks, together with substantial locking bars.</p> <p>4) All ground floor and basement opening windows and skylights and all other opening windows and skylights, accessible from roofs, balconies, decks, canopies, down pipes or canopies must be fitted with key operated window locks or permanently fixed shut.</p> <p>Any door or window officially designated to be a Fire Exit by the Fire Authority is excluded from these requirements. These are to be secured internally by panic bolts or fire exit bolts. Any additional devices are to be approved by the local Fire Prevention Officer.</p>	
Are all accessible windows protected by either solid steel bars or grilles?	No
Are all accessible external doors protected solid steel shutters?	No
Are the premises thoroughly protected by an intruder alarm system, under the sole control of the insured?	Yes
What type of alarm is installed?	Single Path Alarm to monitoring station
Who is the alarm maintained by?	NACOSS / NSI
Is there CCTV on the premises?	Internal
Is the CCTV recordable?	Yes
How many days are the CCTV recordings stored for?	30 days
Are CCTV recordings kept off-site?	No

### CLAIMS

Has the Proposer(s), Partner(s) or Directors(s) suffered a loss, claim or incident (which may give rise to a claim) at these premises, or any other premises, whether insured or not within the last 5 years?	No
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### ADDITIONAL INFORMATION

The Pub with Restaurant has basement where Beer stocks are stored.



**PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE****COMMERCIAL PACKAGE LEGAL SOLUTIONS**

Policy Number: RIV1/10450432

Date: 07 December 2023

**Insured:**

Millers Well Ltd T/as The Miller's Well

**Agent:**

NBS Underwriting

**Business Description:**

Public House &amp; Wine Bar

**Cover From:** 11 December 2023**Cover Expiry:** 10 December 2024**Operative Covers:**

- Employment
- Employment compensation awards
- Employment restrictive covenants
- Tax protection
- Property
- Legal defence
- Compliance & regulation
- Statutory licence appeals
- Loss of earnings
- Employees' extra protection
- Crisis communication

**ARAG on-line Legal Services:**[www.arag.co.uk/docs](http://www.arag.co.uk/docs)**Voucher Code: X1232K545CA3****Cost of Cover:****Premium: £35.00****IPT: £4.20****Total: £39.20****Limit of Indemnity:**

£100,000 per claim

**Aggregate Limit:**

£1,000,000 per annum

(Employment Compensation Awards)

**Further Information:** Your policy has been inception / renewed on the basis of the information you provided at inception / renewal and the subsequent disclosure of any material facts you have declared.  
Please check that the information shown is accurate and that the cover suits your needs.

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ARAG plc and SCOR UK Company Ltd are covered by the Financial Ombudsman Service.

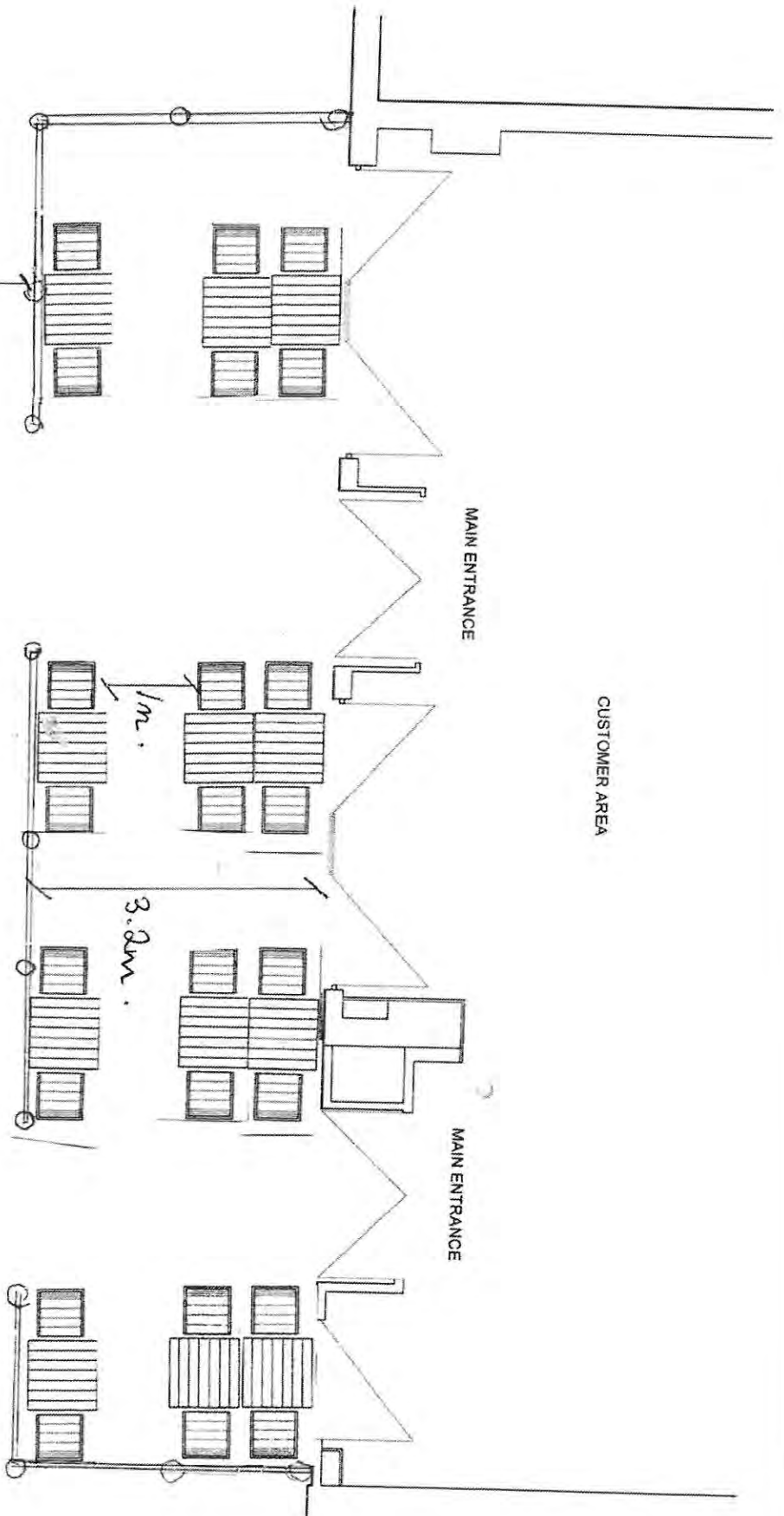
[www.ARAG.co.uk](http://www.ARAG.co.uk)



CUSTOMER AREA

MAIN ENTRANCE

MAIN ENTRANCE



2.8m

1m

3.2m

1.3m

BAKING ROAD

**Part B: Site Notice Template for display by an applicant for a Pavement Licence.**

**Sec. 4(1) the Business and Planning Act 2020.  
Application for a Pavement Licence**

I/We *(insert name)*, Leaders Gate Limited

do hereby give notice that on *(date)* 25/02/24 have applied to Newham Borough Council for a 'Pavement Licence' at:

*(postal address of premises)*

Millers' Well, 419-421 Barking Road, London E6 2JX

known as *(Premises Name)*;

Miller's Well

The application is for:

*(brief description of application (e.g outdoor seating to the front of the premises for serving of food and drink)*

Outdoor seating to the front of the premises ( 8 tables and 24 chairs)

Any person wishing to make representations to this application may do so by writing, preferably by email, to:

The London Borough of Newham  
Highways and Sustainable Transport  
Network Management  
Newham Dockside  
1000 Dockside Road  
London  
E16 2QU  
Skipsand.Scaffolding@newham.gov.uk

by: 25/03/2024

*(last date for representations being the date 7 days after the date the application is submitted to the local authority (excluding public holidays))*

The application and information submitted with it can be viewed on the Council's website at: [www.newham.gov.uk/pavementlicence](http://www.newham.gov.uk/pavementlicence)

Signed .....

Dated : 22/02/2024

*(date the notice was placed which must be the same date as the date of application)*