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SPEAKERS PANEL (LIQUOR LICENSING)

Day: Monday
Date: 11 January 2021
Time: 10.00 am
Place: Zoom meeting

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From: Democratic Services Unit – any further information may be obtained from the reporting officer or from Carolyn Eaton, Principal Democratic Services Officer, to whom any apologies for absence should be notified.

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STATEMENT

I, Jeiten Panchani of [REDACTED] will say as follows:-

I make this statement in relation to the application for review of the premises licence under the Licensing Act 2003 for Jeiten Panchani Newsagents.

Background

1.



2.



3.




Previous Issues

4. I have had many problems over the 12 year period of owning the newsagents with various staff members. I have had to make redundancies in relation to staff stealing, and the behaviour of staff towards our customers.
5. I have a very good relationship with my customers and when I am away from the store they will keep me updated as to what my staff are doing and how they are behaving.
6. I have had one previous incident prior to the recent issues when I first opened my store. This is where one of my staff members had served an underage person alcohol.
7. In relation to this incident I had a meeting with the council, I had told the staff member to ask this person for ID. Unfortunately on the CCTV footage the council were unable to lip read what

was said as I spoke to the staff member in another language other than English. I received a fine for this incident.

Application

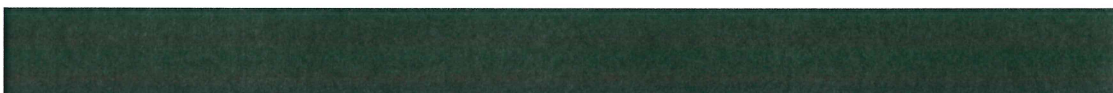
8. Within the application it states that in late 2018, Tameside MBC Trading Standards Department received several intelligence reports that my premises was selling both cigarettes and alcohol to underage children. I was asked to attend a meeting on the 13th February in relation to; the purchasing policy of alcohol for sale in the shop, sale of alcohol to underage children and on the 15th January 2019 the person working in the store, whilst pleasant with Tameside Officers, became verbally abusive towards the police officer who was assisting us with our visits.
9. 
10. Further issues were, firstly, adults were coming into my store purchasing alcohol and cigarettes for underage children. Secondly we did not have a refusal book on the premises to produce to the inspector who attended my store.
11. It has always been a problem from the start of my ownership that children would come into the store trying to purchase cigarettes and alcohol. I advised my staff to usher any children away from the store if they were standing outside to prevent any sale to underage children. We do not ask every adult who comes into the store if they are buying the alcohol for someone else, as it is not always necessary and would frustrate our customers.
12. I understood at the time that my CCTV system needed to be updated but did not know that my staff had to be trained how to use the system. Unfortunately at the time I believed some of my staff were untrustworthy and would potentially try to delete some of the footage if they knew how to use the system.
13. Near to my store there is a ginnel where school children frequently congregate. Recently I have had a PCSO come into my store asking about the ginnel and if this causes me any problems with the school children. It does. I am unable to see the ginnel as it is round the corner from the front door. It may assist if CCTV was installed in this area but as it is not connected to the store I do not have the authority to install CCTV.
14. After the meeting on the 13th February 2019, conditions were placed onto my premise licence. I then made changes to my CCTV system and bought a newer upgraded version. This allowed me to meet the requirements and record for 30 days.

15. On the 6th June 2020 [REDACTED] attended my store as he witnessed the sale of alcohol to underage children who were stood outside my store. The police officer stated that if a refund was given to the children then no further action would be taken.
16. On the 10th June 2020 compliance officers attended my store requesting the CCTV footage from the incident on the 6th June. I was not in attendance at the store on this date, I received a call from one of my staff members and instantly called the officers to offer them the CCTV footage. Unfortunately the CCTV system had a problem with the hard drive in which it wasn't saving the recordings as it should, the incident on the 6th June 2020 was not saved and the recording was not available. At this time I had sent an email to the licensing manager to inform him that the hard drive on the CCTV system was broken and a new hard drive had been ordered. Paragraph 32 below details further the hard drive replacement.
17. On the 19th October 2020 TMBC CCTV unit had witnessed a school boy going into the premises and purchased what appeared to be a single cigarette. On this date I was in the process of training a staff member. At the time of the incident occurring I had left the store for 15 minutes to take a break. Upon my return I received information that the staff member had sold an underage child a single cigarette from his own pocket not from my stock. The staff member told me he had sold the cigarette because he had no money to pay for a drink. The CCTV footage clearly shows the staff member selling the cigarette to the child and putting the money into his own pocket. Consequently, the staff member was then sacked immediately for his conduct.
18. On the 5th November 2020 there was notification of a report from [REDACTED] that a pupil had been found to have firecrackers in his possession which were allegedly purchased from my premises. I strongly deny this allegation as I have never sold fireworks in my store. I do not have any form of firework in stock. CCTV from the time of the allegation (4th November 08:00-08:45) has been viewed and does not show any such sale. This was provided to Trading Standards Officer [REDACTED] however she was unable to view it. This incident is an example of the school children making unfounded allegations about my business, which is hugely detrimental. I ask the licensing committee to consider the references from the schools in that light. Further, paragraph 29 below sets out evidence to support that no such item has been sold through my till system.
19. On the 21st November at 14:42pm the same child who was previously sold the single cigarette was seen by [REDACTED] a Trading Standards Officer for Tameside MBC smoking a cigarette outside of my store. [REDACTED] then entered the store and requested CCTV footage of the last hour between 14.00 – 1500 hours. I was not in attendance at the shop and have told my staff to contact me if they cannot find something or work the CCTV system. After checking the CCTV footage the boy who was outside of the shop was denied entry as he was previously barred after the incident where he was sold single cigarettes. I understand that it is accepted by [REDACTED] that no such underage sale took place. I had notified the council that

in order to obtain the footage an officer will need to arrange to come to the store with a USB to collect the footage. I understand now that this is not the correct approach, but as this had been the process previously I had misunderstood the obligations upon me for which I apologise. However, no underage sale took place and therefore I would ask that the licensing committee consider this incident in that light.

20. I have taken into consideration the recent events and have put certain procedures in place to prevent these things from happening again. I have recently re-trained all of my staff in relation to the CCTV system and how to deal with asking for identification when selling alcohol and cigarettes.
21. I have implemented a strict rule with my staff members that if anyone does not look over the age of 25 they should be required to prove their age before we can sell them anything that requires an age limit. This has made some regular customers quite frustrated as we know they are over the required legal age. I have had to explain to several customers why we have started to do this.
22. Whenever a group of children congregate outside of my store I have now told staff to call 101 and ask that they be removed from this area. This is to stop any underage children intimidating my staff and being sold alcohol or cigarettes.
23. Unfortunately at the beginning of 2020 our record book was misplaced so we could not record when we refused anyone alcohol or cigarettes. Our record book has now been found and we are keeping regular updates even when alcohol is sold. This is to protect ourselves if any adults come into the store to buy alcohol or cigarettes for underage children.
24. Our CCTV system is now in working order and records for up to 28 days as required. All of my staff now know how to use the CCTV system. However I have still asked my staff to contact me if they are required to produce any CCTV footage to the council.
25. If I were to lose my premises licence I would most definitely have to take steps to close down my store.
26. There are a number of stores within a close proximity of my store, my frequent customers chose to come to my store because of the customer service that is given and the relationships myself and my staff have with them. There is another newsagents very close by that would likely take all my custom for alcohol and cigarettes and this would also have an effect on the income of the business.

27.



one year and would struggle to get back on my feet as a result of the implications that may occur.

Improvement of Systems and Procedures to Ensure Compliance with Licence

28. I have recently upgraded my till with a till provider called Just Retail. The new till is a level 2 software that includes full stock control, Audit Trail and an age prompt for under age customers and refusal log. I have provided a photo in relation to this within the bundle marked **Exhibit JP/1**.
29. Following the allegations that fireworks had been purchased at my store on the 4th November 2020 I contacted my till company to check for the sale of any fireworks in the past 3 years. I have provided proof from my till company within the bundle marked **Exhibit JP/2** that no sale of fireworks has been recorded for the past 3 years. The product name was also searched for 'Snap Bangers' which did not show any results. This further supports my submission that this is an entirely unfounded allegation. As well as the records from the till company I have provided CCTV footage of the 4th November 2020 to evidence there has been no sale of any fireworks from my store, this footage is marked as **Exhibit JP/7** in the bundle.
30. In accordance with the allegations that an underage child had purchased cigarettes at my store on the 21st November 2020 and was seen smoking outside of my store between the hours of 1400 – 1500. I have now provided the CCTV footage in relation to the incident which shows at no point did the child enter my store between these hours. On the date of the incident a request for the CCTV footage was made by a member of the council which I could not provide as I did not have a useable USB to transfer the footage from the CCTV onto, I now keep spare storage at the shop to provide any footage when requested.
31. In accordance with my licence condition of staff training, I have provided staff sheets and training records for each member of staff employed at my store. Evidence of the training sheets can be found with the bundle marked **Exhibit JP/3**. When employing new staff members I will make sure they have previous experience in an off licence or retail environment and prior knowledge of licencing and the sale of alcohol and cigarettes.
32. Following the conditions placed on my licence on the 14th February 2019 I installed a new CCTV system inside of the shop. Unfortunately the only evidence of this is starts from the June 2020 as previously the refusal book had been misplaced and entries were only put into the book regarding CCTV checks following this date. Due to a fault with the hard drive I wasn't able to store footage for a minimum of 28 days so I did replace this, I have attached evidence of the receipt of purchase of a new hard drive marked **Exhibit JP/4**.

33. I now have weekly staff meetings over WhatsApp to discuss any problems the staff may have. Every time there is a member of staff in the shop I will send messages and make phone calls numerous times a day to make sure everything is okay.
34. On the 19th October 2020 an incident occurred where an underage child was sold single cigarettes by a staff member who was in training, I made a mistake by leaving the staff member alone for 15 minutes unsupervised as I had spilt a 3 litre bottle of cider on my clothes and went to change. Another trained member of staff was due to arrive in 15 minutes from when I left the store. I would not make this mistake again, in future I would wait for the trained member of staff to arrive before leaving the trainee unsupervised.
35. I have provided photographic evidence that within my shop there are several advertisements and proxy notices warning adults and children about purchasing alcohol illegally. These photos can be found within the bundle marked **Exhibit JP/5**.
36. I have considered a further licensing condition of employing a member of door staff. I have concluded this would unfortunately not be feasible. It would not be financially viable to pay for door staff for the full working week. I have considered whether the shop could change hours and I consider that the shop could close earlier at 19:30 each day (bar Sunday when it closes at 17:00). I would also propose a condition of maximum of three under-18s in the shop at any one time.
37. In line with the licence conditions advising that I am required to have CCTV cameras inside and outside of my store; I am currently In the process of implementing CCTV outside of shop. I have employed a company called [REDACTED], they came to my store before the New Year to measure up and need to install new window signage before the CCTV is installed. I contacted [REDACTED] on the 3rd January for an update and they are waiting for the designs before sending to me for approval.
38. I have attached evidence of my stores refusal book within the bundle marked **Exhibit JP/6** which outlines the date of the refusal, the time, what item was refused, who refused the sale of the item and a brief description of the person attempting to buy the item.
39. I have now employed a manager for my store, [REDACTED], and I believe this will be of huge benefit in assisting with previous problems. Her role is mainly to manage the store when I am not present, to ensure compliance with the licence conditions and to implement staff training and keep this up to date. All my staff have now signed and dated a declaration to state they have received training and know how to operate the CCTV on the premises this evidence can be found within the bundle marked **Exhibit JP/8**.
40. In relation to Challenge25, I have recently purchased a training tool kit from a website called Proofofage.org.uk, this is a tool kit designed to give managers and staff an easy guide on how

to implement an effective system to prevent the illegal sale of age restricted goods and services to young people. The tool kit allows me to set exactly what staff will learn. I am able to select exactly what age restricted products and services my business sell. This will be implemented in the near future and I have been in recent contact with the company. Unfortunately the training will need to be carried out in person and due to the current Covid-19 restrictions this is delayed.

41. To confirm, I currently employ 4 members of staff. The staff members are [REDACTED]
[REDACTED] They have completed all training from the 4th January 2021. I will be running compulsory refresher training for all staff ever 3 months. The staff members that have previously been involved with licensing breaches have been dismissed.
42. In terms of recruitment, I have also amended my processes. In future I am using a more vigorous process by advertising in the local paper, job centre and on the 'Indeed' website. I will also require new employees to have experience in an off-licence retail environment and knowledge of licensing. I will ensure that all new starters have external training.
43. The CCTV for the shop is now viewable even when I am not present in the shop – on my phone and on my laptop at home. I am also able to screen record any footage. I undertake a monthly refresher training on the CCTV system with all staff members.
44. I have noticed a decrease in footfall in my shop during the pandemic, particularly in relation to school children. I expect this to continue for the foreseeable future due to the closure of schools. This will assist in ensuring that all staff are fully aware and trained on all policies relating to the sale of age restricted products.
45. As I am attending the licensing sub-committee hearing on 11th January, my manager [REDACTED] will be in charge of the shop in my absence.

The contents of this statement are true to the best of my knowledge and belief.

SIGNED

DATED

REF:

Jeiten Panchani Newsagents v Tameside Metropolitan Borough Council

BETWEEN

Document Bundle

Hearing Date: 11th January 2021

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Exhibit JP/1



Support Line: ██████████ Quantity: 0

Y1776-1

			Description	Qty
Grocery	Grocery Vat	Pay Out	Customer refusal - unde	0
			Customer Age checked	0
			5410316963725 SMIRNOFF	1
			5410316963725 SMIRNOFF	1
			5410316963725 SMIRNOFF	1
			Sub Total	0
			5410316963725	

		confirm	
Mix Up	PayPoint	Is the customer over 25? Born before 21 Dec 1995	
		Yes	No

				7	8	9		
1st Class Stamp	Greeting Cards	Receipt List	Receipt	7	8	9		
PHONE ACC	HAND SANITISER	MAGNUM ICE	FACE MASKS		4	5	6	
				Price Over	4	5	6	
	SLUSH					1	2	3
			System	Void Sale	Layaway	1	2	3
						00	0	Clear
			Maintenance	Quantity		00	0	Clear

Jits SuperShop



Date: 21/12/2020

Dear Mr Panchani,

Thank you for upgrading your software with Just Retail.

Level 2 software includes features such as full stock control, Audit Trail and more importantly Age Prompt for Under Age Customers and Refusal Log as requested.

Just Retail

CONTRACT RENEWAL FORM					DATE: 21/12/2020	
NAME		Jeiten Panchani				
BUSINESS NAME		Jits SuperShop				
ADDRESS		[REDACTED]				
POSTCODE		[REDACTED]				
TELEPHONE NUMBER		[REDACTED]				
EMAIL		[REDACTED]				
MOBILE		[REDACTED]				
BACKOFFICE PC / WORKSTATION	QTY 0	TOUCHSYSTEM J2 15"	QTY 1	JUST RETAIL NPos EPOS SOFTWARE	QTY 1	
LABEL / REPORT PRINTER TOSHIBA ST1100	QTY 1	CHIP & PIN SOLUTION CHIP & PIN STANDS	QTY 0 QTY 0	MONITORING SOFTWARE	NO	
SCANNER METROLOGIC ORBIT Z120	QTY 1	CASHDRAWER STEEL SLIDE OUT	QTY 1	PROMOTION & LOYALTY SOFTWARE	YES	
HAND HELD TERMINAL	QTY 0	AVERY / BIZERBA LINKED SCALES	QTY 0	WHOLESALE SOFTWARE LINKS	NO	
CUSTOMER DISPLAY UNIT EPSON VDU	QTY 1	NEWSPAPER ROUNDS & ACCOUNTS	NO	ADVERTISING SCREEN & SOFTWARE	NO	
CONTRACT START DATE:			09/10/2020	CONTRACT END DATE:		
				09/10/2021		

Notes

Updated to Level 2 Subscription on 21/12/2020.

Support Schedule

Service Type	License Fee E-Mail & SMS Support	Telephone/Online Support	Hardware Return To Base	Total Cost	Select Option
*License Fee E-Mail / SMS Support	✓	X	X	£99.00 ^{month}	1. <input type="checkbox"/>
Telephone/Online Support	✓	✓	X	£224.00 ^{month}	2. <input checked="" type="checkbox"/>
Hardware Return To Base	✓	✓	✓	£349.00 ^{month}	3. <input type="checkbox"/>

*Compulsory payment

All Prices Are Subject To Vat

Payment Options

Yearly Renewal Cost		Monthly Renewal Cost	
Maintenance & License Fee	£349.00	Maintenance & License Fee	£31.99
VAT 20.00%	£69.80	VAT 20.00%	£6.40
Total Yearly Payment	£418.80	Total Monthly Payment	£38.39

Payment Terms

Payment due within 14 days from date of invoice. Please make all cheques payable to Just Retail Ltd. Pay monthly customer are required to setup a standing order on the 15th of each month.

Bank Information: Natwest

SIGNATURE AUTHORISING CONTRACT

PRINTED NAME OF SIGNATORY

SIGNED ON BEHALF OF JUST RETAIL LTD

T 0800 652 8668

Just Retail, 40 Melton Gardens, Edwalton, Nottingham, NG12 4BJ

www.just-retail.co.uk

EPOS and CCTV Specialists

PRODUCT COMPREHENSIVE SERVICE & PURCHASE AGREEMENT

BETWEEN Just Retail Ltd
 OF 40 Melton Gardens
 Edwalton, Nottingham
 NG12 4BJ, Tel +44 (0)800 652 8668
 AND Jeiten Panchani
 OF Jits SuperShop

1. This agreement is subject to acceptance of the following terms and conditions. In the event of any conflict between this Agreement and the General Terms and Conditions, the General Terms and Conditions shall prevail:
 - 1.1 That the product/equipment listed at the PRODUCT/EQUIPMENT SCHEDULE above is not damaged by any person whatsoever and fair wear and tear, determined at the discretion of the MAINTAINER, is not excessive.
 - 1.2 That no person or organisation not duly appointed by the MAINTAINER gains access to any part of the system for any purpose whatsoever causing any damage or escalation of damage or breach of manufacturers/suppliers.
 - 1.3 That the product, equipment and/or service described in the General Terms and Conditions is supported by a current and fully paid up insurance agreement current at the time of any insurable claim for all insurable risks.
 - 1.4 That the product, equipment and/or service referred to or listed at the SERVICES SCHEDULE of this agreement and any extension thereto is limited to use at the original installed address unless expressly provided for by the MAINTAINER and subject to revised and approved licence and insurance schedules.
2. Software support for the purposes of this agreement shall be limited to telephone support in respect of genuine software faults and operator errors subject to the terms below and provided always that the customer's staff have the appropriate training and no untrained customer's staff were involved in generating the operator errors. The Customer's attention is drawn specifically to clause 8 of the General Terms and Conditions and the customer is reminded that suitable provision for backup of data upon a regular basis is provided for in the operating manual procedures. Operator errors that cause corruption or loss of data may be supported in some instances, at the discretion of the MAINTAINER, however the MAINTAINER reserves the rights to make additional charges for data recovery in the event that such work is undertaken and in the MAINTAINER'S sole opinion the lost or corrupted data is unrecoverable the MAINTAINER may of its sole discretion terminate all work associated with such a procedure and charge for any work undertaken up to that time at the appropriate day rates pertaining at that time plus any service charges and VAT. Notwithstanding any of the aforementioned conditions of this paragraph the MAINTAINER makes no guarantee whatsoever that any procedures undertaken by them or on their behalf can recover all or part of any lost or corrupted data and associated programs.
3. The above Software Support described in Clause 2 shall not include the diagnosis and rectification of a fault resulting from,
 - 3.1 the improper use operation or neglect of either the Software or the Hardware;
 - 3.2 the improper attachment of any dongle or security module supplied with Software or attempts to use the Software without the attachment of the same;
 - 3.3 the modification or alteration of or interference with the Software or its merger (in whole or in part) with any other software;
 - 3.4 the use of the Software by an individual who has not undergone training with Just Retail - to the required level or is not otherwise reasonably competent in the use of the Software;
 - 3.5 the use of the Software on equipment other than the Hardware or conjunction with an operating system other than that approved by Just Retail;
 - 3.6 the failure by the Client to implement recommendation in respect of or solutions to faults previously advised by Just Retail;
 - 3.7 a repair, adjustment, alteration or modification of the Software by a third party save with the prior written authority of Just Retail;
 - 3.8 the use of the Software for a purpose for which it was not designed.
4. Hardware support for the purposes of this agreement shall be limited to replacing components of the system that fail due to any other causes not related to undue wear and tear, inappropriate uses, meddling by unauthorised personnel or persons not employed by the MAINTAINER or due to insurable risks and acts of god unless expressly listed in the equipment schedule of this agreement.
5. The above Hardware Support described in Clause 4 shall not include a service, repair or maintenance arising out of:-
 - 5.1 the improper use, operation or neglect of either the Software or the Hardware;
 - 5.2 the improper attachment of any dongle or security module or (where the Software requires the attachment of the same) attempts to use the Software without the attachment of the same;
 - 5.3 the failure by the Client to implement recommendations in respect of or solutions to faults previously advised by Just Retail
 - 5.4 the use of the Hardware by an individual who has not undergone training with Just Retail - to the required level or is not otherwise reasonably competent in the use of the Hardware;
 - 5.5 a repair, adjustment, alteration or modification of the Hardware by a third party save with the prior written authority of Just Retail;
 - 5.6 the use of the Hardware for a purpose for which it was not designed;
 - 5.7 electrical work external to the Hardware;
 - 5.8 transportation or relocation of the Hardware not performed by a third party approved for the purpose by Just Retail
 - 5.9 failure of electrical power, air conditioning or humidity or other environmental control
 - 5.10 operator error or omission or failure to follow normal operating procedures;
 - 5.11 the failure by the Client to inform Just Retail of any faults, errors or failures emanating from the Hardware or its use.
6. Software upgrades for the purposes of this agreement shall be at the discretion of the MAINTAINER and provided in a form and at a time to be specified by the MAINTAINER and installed to, documented and where at the discretion of the MAINTAINER supported by product training
7. Hardware Upgrades for the purposes of this agreement shall be directly related to those upgrades necessary to ensure proper working of the original equipment supplied and any upgrade of the same required by virtue of any components that due to fair wear and tear OR where the components become unreplaceable due to obsolescence or manufacturer failure and at the sole discretion of the MAINTAINER.
8. Payments for the services listed at the SERVICES SCHEDULE of this agreement are subject to periodic increments to take account of the level of charge to other customers and retail price inflation and any proposed increases will be notified to the customer prior to implementing the increases at not less than a quarterly (91 days) interval. Increases for substantially improved software and subsequent hardware upgrades their installation and training will be offered to the customer but in the event that the customer declines any such offer(s) that would require in the opinion of the MAINTAINER a comprehensive upgrade to the system in line with new practices and/or technology then the customer can continue with the existing contract until terminated by either party giving not less than 3 months notice in writing at the other parties address after the original term of this agreement expires.
9. Systems brought on either a two or three year lease contract will remain the property of Just retail Ltd until the final payment has been made. Hardware Support will not include any service, repair or maintenance if clauses 4 and 5 are not maintained. Early settlement fees apply.
10. This agreement commences upon the date of signing and remains in force for a minimum period of one year. This being the expected normal lifespan of the equipment, however the MAINTAINER will determine any extension or revision of this agreements clauses, provided that the customer notifies the MAINTAINER not less than 3 months (91 days) prior to the final date upon which this agreement expires that they wish the MAINTAINER to consider an extension of or replacement of this agreement.

T. 0800 652 8668

Just Retail, 40 Melton Gardens, Edwalton, Nottingham, NG12 4BJ

www.iust-retail.co.uk

EPOS and CCTV Specialists

Exhibit JP/2

From: [REDACTED] [jitz1@hotmail.com]
Sent: 23 December 2020 14:49
To: [REDACTED]
Subject: Fwd: Proof from my till company regarding never selling fireworks

Categories: [REDACTED]

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: 23 December 2020 at 13:03:19 GMT
To: Jits panchani
Subject: RE: Can you help?

Dear Mr Panchani,

I have had a look at the Audit roll for this product (please see image attached) but I could not see that it has ever been sold. I went back a few months, then a year and the image is going back 3 years. I also searched for the product name and that does not exist, I even tried searching for the group fireworks and nothing has been sold under that group.



Please let me know if there is anything else I can help with.

[REDACTED]
 MANAGING DIRECTOR



T. 0800 652 8668 / M. 07949 588066 / W. just-retail.co.uk / E. [REDACTED]
 Just Retail, 40 Melton Gardens, Edwalton, Nottingham, NG12 4BJ

This e-mail and any files transmitted are confidential and is solely for the intended recipient. Unauthorised use, dissemination, distribution, copying, reproduction, modification or publication is strictly prohibited. If you have received this e-mail in error, please notify the sender and permanently delete the e-mail from your system.

From: Jits panchani
Sent: 22 December 2020 19:15
To: [REDACTED]

Subject: Can you help?

Hi

This may be a long shot but I was wondering if you could check my sales records or my Product Listings to see if this following barcode (see attached image) has ever been in my tills database. Thank you, hope to hear from you soon.





Sent from my iPhone

Exhibit JP/3

Jits Supersnoc

I am aware of all the licenses polices and I have also Read the license premises personally.I will challenge 25 at all times.

If I do not follow the challenge 25 policy and the licensing policies I am aware that this will lead to my instant dismissal.

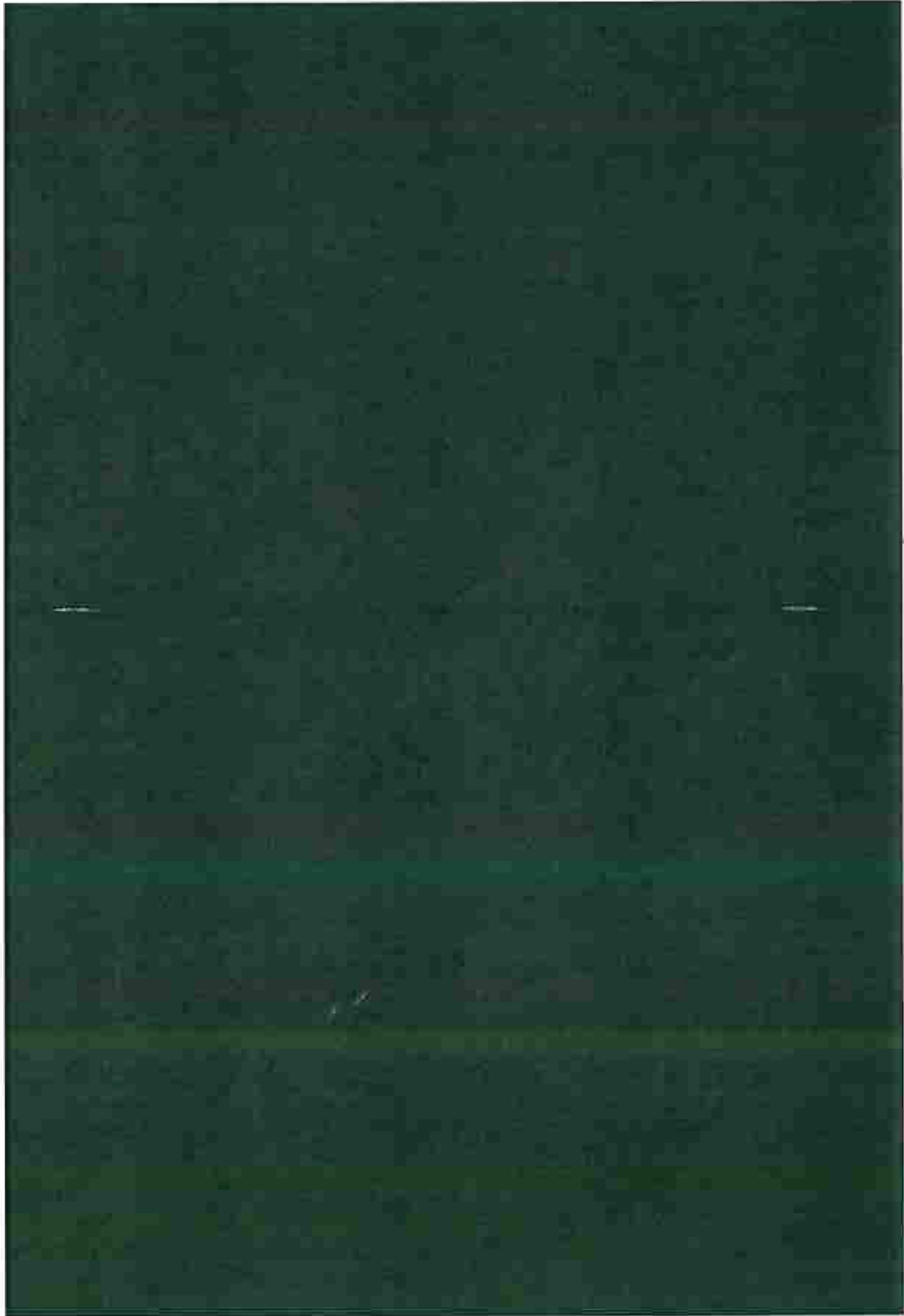
Date : 02/01/21

Print Name:

[REDACTED]

Signed:

[REDACTED]



ASA/01

Licensing Act 2003

Acceptance of Authorisation for the sale and supply of alcohol in the absence of the Designated Premises Supervisor (DPS)

Premises Name:	JITS SUPERSHOP
Premises Licence No:	PL 0674

(full name of person accepting authorisation)

(if personal licence holder please complete the following)

Licence Number:	537776	Issuing Authority:	TAMESWALE
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I accept the authorisation of the Designated Premises Supervisor to sell alcohol in his or her absence

I confirm that I have received, read and understood a copy of the Premises Licence and I am aware of the social and legal obligations and my responsibilities regarding the sale of alcohol.

Name:	
Signed:	
Name of DPS:	
Signed: DPS	

Please ensure that this form is kept at the premises and can easily be made available for inspection by Officers of all Relevant Authorities.

ASA/01

Licensing Act 2003

Acceptance of Authorisation for the sale and supply of alcohol in the absence of the Designated Premises Supervisor (DPS)

Premises Name:	JTS Supermarket
Premises Licence No:	PL0674

(full name of person accepting authorisation)

(if personal licence holder please complete the following)

Licence Number:	53776	Issuing Authority:	Tameside
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I accept the authorisation of the Designated Premises Supervisor to sell alcohol in his or her absence

I confirm that I have received, read and understood a copy of the Premises Licence and I am aware of the social and legal obligations and my responsibilities regarding the sale of alcohol.

Name:	
Signed:	
Name of DPS:	
Signed: DPS	

Please ensure that this form is kept at the premises and can easily be made available for inspection by Officers of all Relevant Authorities.

ASA/01

Licensing Act 2003

Acceptance of Authorisation for the
sale and supply of alcohol in the
absence of the Designated Premises
Supervisor (DPS)

Premises Name:	JITS SUPERSHOP
Premises Licence No:	PL0674

(full name of person accepting authorisation)	
(if personal licence holder please complete the following)	
Licence Number:	537776
Issuing Authority:	Tameside

I accept the authorisation of the Designated Premises Supervisor to sell alcohol in his or her absence

I confirm that I have received, read and understood a copy of the Premises Licence and I am aware of the social and legal obligations and my responsibilities regarding the sale of alcohol.

Name:	
Signed:	
Name of DPS:	
Signed: DPS	

Please ensure that this form is kept at the premises and can easily be made available for inspection by Officers of all Relevant Authorities.

ASA/01

Licensing Act 2003

Acceptance of Authorisation for the sale and supply of alcohol in the absence of the Designated Premises Supervisor (DPS)

Premises Name:	JITS Superstore
Premises Licence No:	PL0674

(full name of person accepting authorisation)

(if personal licence holder please complete the following)

Licence Number:	537776	Issuing Authority:	Tameside
-----------------	--------	--------------------	----------

I accept the authorisation of the Designated Premises Supervisor to sell alcohol in his or her absence

I confirm that I have received, read and understood a copy of the Premises Licence and I am aware of the social and legal obligations and my responsibilities regarding the sale of alcohol.

Name:	
Signed:	
Name of DPS:	
Signed: DPS	

Please ensure that this form is kept at the premises and can easily be made available for inspection by Officers of all Relevant Authorities.

DPSA/01

Licensing Act 2003

**Designated Premises Supervisor
(DPS) Letter of Authorisation**

Full Name of DPS:	JEFFREY PASHEN
Personal Licence No:	PL 0674

being the Designated Premises Supervisor (DPS) for the premises known as:


Premises Name:	SITS Supershop
Premises Licence No:	537776

hereby authorise the following named person(s) to sell and supply alcohol in compliance with the Licensing Act 2003 in my absence from the premises.

I can always be contacted on the following telephone number(s).

	or	
---	----	--

Name(s) of Authorised Person(s)

Full Name(s):	Personal Licence No: (If applicable)	Non Personal Licence Holder (please tick)
		

Please ensure that this form is kept at the premises and can easily be made available for inspection by Officers of all Relevant Authorities.

Exhibit JP/4

15:37



10

Order Acknowledgeme...



Order Acknowledgement

We've received your order and we're working to get it shipped as soon as possible. You'll receive an email notification when your order is shipped. We'll also email you when your order is shipped. We'll also email you when your order is shipped. We'll also email you when your order is shipped.

Item	Quantity	Price
[Redacted]	1	200.00
[Redacted]	1	10.00
[Redacted]	1	10.00
[Redacted]	1	10.00
[Redacted]	1	10.00



Product Name: [Redacted]

Price: [Redacted]

Quantity: [Redacted]

Link to product



Exhibit JP/5





**IT IS ILLEGAL TO
SELL ALCOHOL
TO ANYONE
UNDER THE AGE
OF 18**

© 2014



It is illegal to buy alcohol on behalf of someone who is under 18. If you're caught you could get a **£90 on-the-spot fine** or end up in court with a criminal record and an **unlimited fine**.

Partners

Local Council, Police, Trading Standards, Alcohol Concern, CAP and the community

For more information

If you have any information relating to the supply of alcohol to young people or street drinking, please contact the police on 101. For more information on the Home Office's drinking car ban go to www.drunkanddriving.co.uk

Continuously funded by the Home Office since 1998



Licensing Act 2003
Premises Licence Summary



Super Shop	17 Market Street, Tameside, Greater Manchester, M20 1AA
License Holder	Mr. [Name]
License Class	Class 2: Retail Sale of Alcohol for Consumption on Premises
License Conditions	Standard Conditions of a Class 2 License
License Validity	From [Date] to [Date]
License Fee	£1,000 per annum
License Status	Active



STOP
OF CORONAVIRUS

Use and Face

20 weeks with your
£10.00 Shop to Thank You



KEEP THE
COVID-19 SAFE

BUSINESS HOURS:

Mon.	5: 30	to	8: 00
Tues.	5: 30	to	8: 00
Wed.	5: 30	to	8: 00
Thur.	5: 30	to	8: 00
Fri.	5: 30	to	8: 00
Sat.	6: 00	to	8: 00
Sun.	7: 00	to	5: 00

UNDER 25?

Please be prepared to show proof of age when buying alcohol.

It is an offence for persons under 18 years to purchase or attempt to purchase alcohol. You could receive a fine of £1000.



drinksavers.co.uk





Exhibit JP/6

Refusals Book

Date	Time	Product	Reason for refusal	Description/ Identity of minor	Comments	Staff ID
3/2/19						
10/2/20			Inspected by Trading Standards			
10/15/20	14:35	cigarettes	NO ID			
10/05/20	16:37	cigs	Looked under 25 and no ID			
10/06/20	19:09	Cigs	kids Underage			
11/6/20	12:36	cigs	Looked underage NO I.O.			
11/6/20	13:16	cigs	under age NO I.d.			
11/6/20	14:19	Alcohol	NO I.O Looked under age			

23
Managers Signature _____

Date _____

Refusals Book

Date	Time	Product	Reason for refusal	Description/Identity of minor	Comments	Staff ID
12/6/20	13:25	WINE	NU ID FAN DATA OF BIRTH			
12/6/20	19:01	CIGS	Underage			
12/6/20	19:42	Alcohol	MAO ID			
13/6/20	11:52	Vodka	NO ID			
13/6/20	12:33	Cigs	hooked Underage			
13/6/20	13:55	B&H Beer Sceptings	Underage			
13/6/20	17:00	WINE	NO ID			
15/6/20	12:30	CIGS	NU ID			

Managers Signature _____

Date _____

Refusals Book



Date	Time	Product	Reason for refusal	Description/ Identity of minor	Comments	Staff ID
15/06/20	14:20	Cigs	No ID			
15/06	15:01	Vodka	No ID			
15/06/20	16:50	Beers	No ID			
10/06/20	11:14	cigs	No ID looked underage			
16/06/20		CCTV	Chemical			
17/6/20	9:00am	Cigs	No ID			
18/6/20	12:50	cigs	No ID underage			

Managers Signature _____

Date _____

Date

Refusals Book



Date	Time	Product	Reason for refusal	Description/ Identity of minor	Comments	Staff ID
18/6/20	19:22	Cigs	NO ID			
29/6/20	15:46	Cigs	Underage			
22/6/20		CC TV	Dract			
25/6/20	16:35	Vodka	NO ID			
26/6/20	14:34	cigs	underage			
30/6/20	14:20	cigs	underage			
2/7/20	13:13	cigs	under age			
08/7/20	14:00	cigarettes	NO ID			

Managers Signature _____

Date _____

Refusals Book

Date	Time	Product	Reason for refusal	Description/ Identity of minor	Comments	Staff ID
11/07	15:50	1/4 Glenn's Vodka	Underage/No ID			
14/7	17:23	CCTV	Check			
23/7	14:58	Budweiser	under age			
30/7	15:56	vodka	underage			
03/8	6:00	CCTV	Check			
7/8	14:23	Vodka	underage/ No ID			
7/8	15:25	Vodka	underage No ID			
24/8	13:15	CCTV				

Date

Managers Signature

Refusals Book

Date	Time	Product	Reason for refusal	Description/ identity of minor	Comments	Staff ID
11/09/20	12:36	Alcohol	NO ID			
19/09/20	2:30	Alcohol	NO ID			
20/10/20		CCTV	TRAINS			
20/10/20	14:15	GMP TMBC	Visit & PC watched CCTV			
21/10/20	7:22	lighter under AGE	Gun water the lighter			
21/10/20	3:05	City	looked about 14			
22/10	09:46	Tobacco	young girl NO I.D			
23/10	5:43		100 as hanging outside FUCKING MAKE I.			

Date _____

Managers Signature _____

ncy
JFOI
bush

Refusals Book

Date	Time	Product	Reason for refusal	Description/identity of minor	Comments	Staff ID
5/10/20						
6/11/20	13:18	Tobacco	No I.D looked under age			
7/11/20	13:00	Vodka	No ID			
14/11/20	12:13	wine	no I.D.			
17/11/20	13:07	Tobacco	ASK ID HAD ID			
18/11/20	16:00	CCTV checked	Time			
24/11/20	16:30	Tobacco	NO I D-Refuse			
25/11/20	17:13	Tobacco	No ID			

Date

Managers Signature

ncy
FORM
business

DE

Refusals Book

Date	Time	Product	Reason for refusal	Description/ Identity of minor	Comments	Staff ID
13 Oct 20	19:16	CIG				
24/10/20	18:00					
26 Oct 2020	11					
26 Oct 2020	10:00	Stained TRO Lotto machine,				
28 Oct 2020	11:30	CCTV keep free the CCTV. 06:38,				
28 Oct 20	12:30	Alcohol				
1 Nov 2020	13:25	Alcohol				
23 Nov 2020	16:32	TMB				

Managers Signature _____

Date _____

Refusals Book

Date	Time	Product	Reason for refusal	Description/ Identity of minor	Comments	Staff ID
------	------	---------	--------------------	--------------------------------	----------	----------

Refusals Book

Date	Time	Product	Reason for refusal	Description/ identity of minor	Comments	Staff ID
26/11/20	7:59	Tobacco	asked ID had ID			
26/11/20	8:41	Tobacco	Had no ID			
26/11/20	17:44	Cigarettes	No ID			
27/11/20	~	Tobacco	NO ID			
27/11/20	13:17	cigs	ASKED FOR ID			
25/11/20	14:30	Gifts/cigs	Has ID but "No ID"			
25/11/20	16:20	Gifts	No ID			
25/11/20	17:02	Valve	No ID			

Date _____

Managers Signature _____

Refusals Book

Date	Time	Product	Reason for refusal	Description/identity of minor	Comments	Staff ID
28/11/20	17:51	Vodka	No ID / drunk			
30/11/20	8:25	Tobacco	NO ID			
30/11/20	9:13	Cigs	NO ID			
30/11/20	11:53	cigs + alcohol	-			
30/11/20	17:03					

 Managers Signature

Date

ncy
IFORM
business

ID

Refusals Book

Date	Time	Product	Reason for refusal	Description / identity of minor	Comments	Staff ID
11/12/20	14:00					
3/12/20	8:15	Cigs	no ID			
4/12/20	12:40	AV vodka				
6/12/20	15:05	Vodka	No ID			
8/12/20	11:38	Cigs	no ID			
11/12/20	15:48	Vodka				
10/12/20	15:31	Lighter	No I.D			

Managers Signature _____

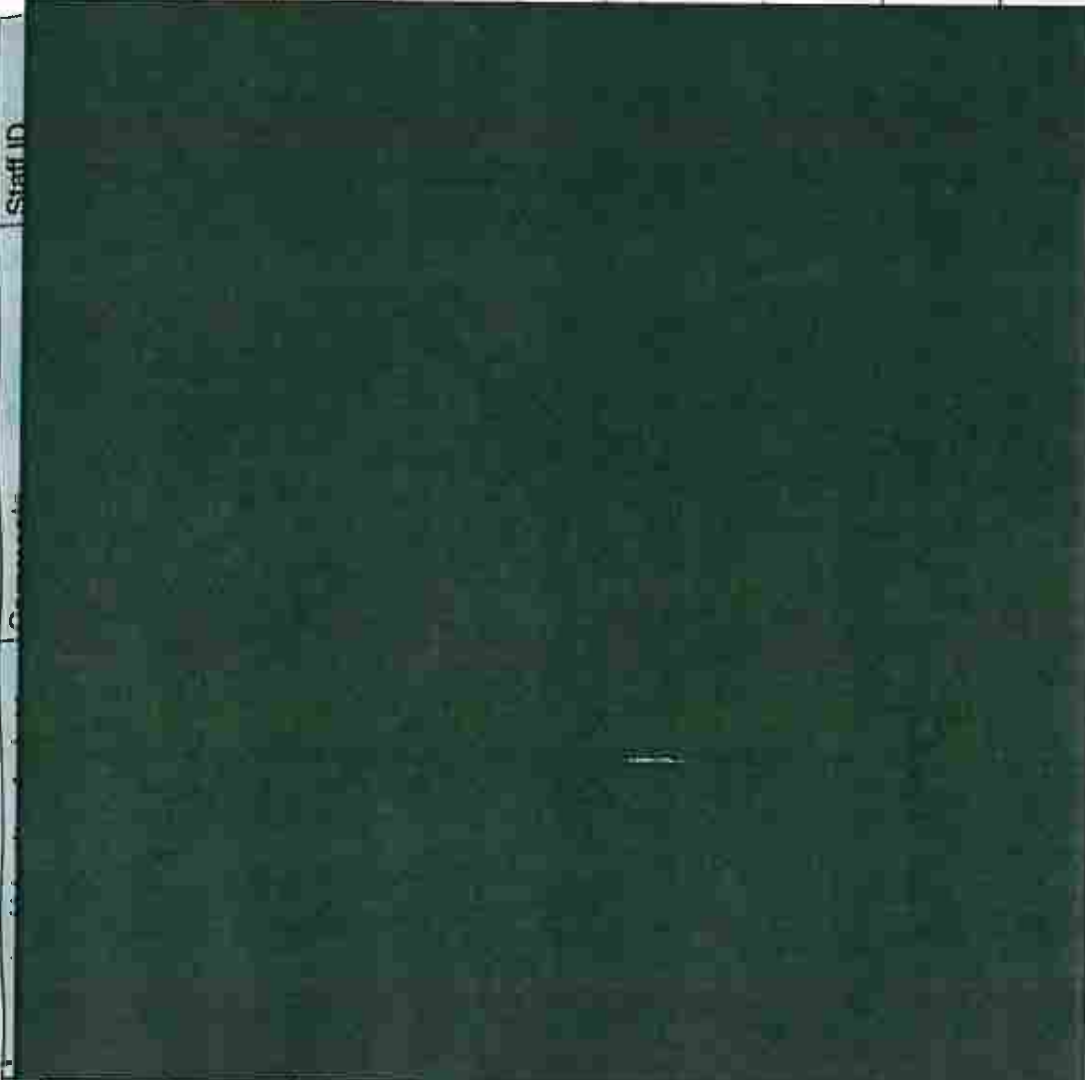
Date _____

Staff ID

Sarona

Refusals Book

Date	Time	Product	Reason for refusal
18/11 Dec	15:30	GIENS Vodka	Too
18/11/21	7:40	filters	looked young
19/11/20	10:40	cigs	underage
18/11/20	16:22	cigs	[blacked out]
17/11/20	7:53	matches	looked young
22/11/20	16:22	Cigs	looked 18
24/12	14:32	Cigs	didn't look 25
30/12	13:27	cigs	didn't look 25



Date

Managers Signature

Agency
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AL INFORM
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NC

Exhibit JP/7

Exhibit JP/8

LICENSING ACT 2005 AGE VERIFICATION POLICY STAFF DECLARATION

PREMISES AGE VERIFICATION POLICY

JITS SUPERSHOP

[REDACTED]
[REDACTED]
[REDACTED]

NAME OF STAFF MEMBER:

The sale of alcohol to a child or young person (that is to say, a person aged under 18) is an offence which may lead to a fine of up to £5,000 and/or a term of imprisonment not exceeding three months . Such a sale will also lead to a review of the premises licence and could result in the licence being suspended or revoked .

JITS SUPERSHOP operate an 'age verification policy', in terms of which you must require production of an acceptable proof-of-age document if you are in any doubt as to whether a person seeking to buy alcohol is less than 25 years of age .

Only the following documents are acceptable for proof-of-age:

- A passport
- A European Union photocard driving licence
- A Ministry of Defence Form 90 (Defence Identity Card)
- A photographic identity card bearing the national Proof of Age Standards Scheme (PASS) hologram
- A national identity card issued by a European Union member state (other than the United Kingdom), Norway, Iceland, Liechtenstein or Switzerland

If no such document is produced or if you have a suspicion that the document presented is not genuine, or has been tampered with or has been altered, then you must refuse the sale or refuse to authorise the sale .

Declaration:

I have read and understood the foregoing policy. I understand that failure to comply with its terms will be treated as gross misconduct and may lead to my dismissal from my employment.

Signed:

Date:

[REDACTED]
[REDACTED]

Jlts supershop Training (3months)

I have fully been retrained on the new till system which shows every time any item is sold which is supposed to be sold to an over 18 person a challenge 25 prompt occurs on the till, This includes the date of birth which the person should be on that date..

I am fully aware and have been retrained on how important it is to follow the licensing policy.

*Prevent public nuisance

This also means not let people congregate in the front of the shop if they do so Go outside and tell them to move on..

protect children from harm

Explain to customers that is illegal to buy alcohol for underage children. Be aware of other people coming in for underage children, if I think this is happening refuse the sale even though they are over the age limit

* public safety

If anyone does try to buy alcohol but are already in a unfit state to decline them buying this regardless their legal age.

Name & sign

Date 04/01/21



Jits supershop CCTV Training record (monthly)

I fully understand how to operate and use the CCTV including going back in the last 28 days and check any footage and also burning any relevant CCTV onto a pen drive

Name and signature

Date



The managers Roll consist of many different aspects this is the roles I accept and follow..

- To ensure that the shop is adequately staffed at all times through rotas and runs within budget - liaise with the Jeiten.Panchani over any staffing requirements as needed
- Ensure that all staff maintain the shop to ensure it is clean and tidy at all times
- Proposing and implementing new ideas
- Ensure all legal requirements for the shop regards food safety, food hygiene and that all current, new legislation around Covid-19 is fully complied with
- Close liaison with the Jeiten Panchani on How the shop is on a day-to-day basis,Dealing with all customer enquiries and if needed at any time getting in touch with Jeiten Panchani.

Making sure all staff are following the licensing policy..

Making sure refusal book training records CCTV records are all up-to-date and use when needed

manger nam



PREMISES AGE VERIFICATION POLICY

JITS SUPERSHOP

[REDACTED]
[REDACTED]
[REDACTED]

NAME OF STAFF MEMBER:

The sale of alcohol to a child or young person (that is to say, a person aged under 18) is an offence which may lead to a fine of up to £5,000 and/or a term of imprisonment not exceeding three months . Such a sale will also lead to a review of the premises licence and could result in the licence being suspended or revoked .

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Declaration:

I have read and understood the foregoing policy. I understand that failure to comply with its terms will be treated as gross misconduct and may lead to my dismissal from my employment.

Signed:

Date:

[REDACTED SIGNATURE]
[REDACTED DATE]

LICENSING ACT 2005 AGE VERIFICATION POLICY STAFF DECLARATION

PREMISES AGE VERIFICATION POLICY

JITS SUPERSHOP



NAME OF STAFF MEMBER:

The sale of alcohol to a child or young person (that is to say, a person aged under 18) is an offence which may lead to a fine of up to £5,000 and/or a term of imprisonment not exceeding three months . Such a sale will also lead to a review of the premises licence and could result in the licence being suspended or revoked .

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- A photographic identity card bearing the national Proof of Age Standards Scheme (PASS) hologram
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Declaration:

I have read and understood the foregoing policy. I understand that failure to comply with its terms will be treated as gross misconduct and may lead to my dismissal from my employment

Signed

Date:



LICENSING ACT 2005 AGE VERIFICATION POLICY STAFF DECLARATION

PREMISES AGE VERIFICATION POLICY

JITS SUPERSHOP

[REDACTED]

[REDACTED]

[REDACTED]

NAME OF STAFF MEMBER:

The sale of alcohol to a child or young person (that is to say, a person aged under 18) is an offence which may lead to a fine of up to £5,000 and/or a term of imprisonment not exceeding three months . Such a sale will also lead to a review of the premises licence and could result in the licence being suspended or revoked .

JITS SUPERSHOP operate an 'age verification policy', in terms of which you must require production of an acceptable proof-of-age document if you are in any doubt as to whether a person seeking to buy alcohol is less than 25 years of age .

Only the following documents are acceptable for proof-of-age

- A passport
- A European Union photocard driving licence
- A Ministry of Defence Form 90 (Defence Identity Card)
- A photographic identity card bearing the national Proof of Age Standards Scheme (PASS) hologram
- A national identity card issued by a European Union member state (other than the United Kingdom), Norway, Iceland, Liechtenstein or Switzerland

If no such document is produced or if you have a suspicion that the document presented is not genuine, or has been tampered with or has been altered, then you must refuse the sale or refuse to authorise the sale .

Declaration:

I have read and understood the foregoing policy. I understand that failure to comply with its terms will be treated as gross misconduct and may lead to my dismissal from my employment.

Signed: [REDACTED]

Date: [REDACTED]

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Jeiten Panchani Newsagents v Tameside Metropolitan Borough Council

BETWEEN

Document Bundle

Hearing Date: 11th January 2021

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Exhibit JP/1



Support Line: ██████████ Quantity: 0

			Description	Qty
Grocery	Grocery Vat	Pay Out	Customer refusal - unde	0
			Customer Age checked	0
			5410316963725 SMIRNOFF	1
			5410316963725 SMIRNOFF	1
			5410316963725 SMIRNOFF	1
			Sub Total	0
			5410316963725	0

confirm

Is the customer over 25? Born before 21 Dec 1995

Yes	No
-----	----

Mix Up	Greeting Cards

PHONE ACC	HAND SANITISER	MAGNUM ICE	FACE MASKS	Receipt List	Receipt	7	8	9
						4	5	6
	SLUSH			System	Void Sale	1	2	3
				Maintenance	Quantity	00	0	Clear



Jits SuperShop



Date: 21/12/2020

Dear Mr Panchani,

Thank you for upgrading your software with Just Retail.

Level 2 software includes features such as full stock control, Audit Trail and more importantly Age Prompt for Under Age Customers and Refusal Log as requested.

Just Retail

CONTRACT RENEWAL FORM					DATE: 21/12/2020	
NAME		Jeiten Panchani				
BUSINESS NAME		Jits SuperShop				
ADDRESS		[REDACTED]				
POSTCODE		[REDACTED]				
TELEPHONE NUMBER		[REDACTED]				
EMAIL		[REDACTED]				
MOBILE		[REDACTED]				
BACKOFFICE PC / WORKSTATION	QTY 0	TOUCHSYSTEM J2 15"	QTY 1	JUST RETAIL NPos EPOS SOFTWARE	QTY 1	
LABEL / REPORT PRINTER TOSHIBA ST1100	QTY 1	CHIP & PIN SOLUTION CHIP & PIN STANDS	QTY 0 QTY 0	MONITORING SOFTWARE	NO	
SCANNER METROLOGIC ORBIT Z120	QTY 1	CASHDRAWER STEEL SLIDE OUT	QTY 1	PROMOTION & LOYALTY SOFTWARE	YES	
HAND HELD TERMINAL	QTY 0	AVERY / BIZERBA LINKED SCALES	QTY 0	WHOLESALE SOFTWARE LINKS	NO	
CUSTOMER DISPLAY UNIT EPSON VDU	QTY 1	NEWSPAPER ROUNDS & ACCOUNTS	NO	ADVERTISING SCREEN & SOFTWARE	NO	
CONTRACT START DATE:			09/10/2020		CONTRACT END DATE: 09/10/2021	

Notes

Updated to Level 2 Subscription on 21/12/2020.

Support Schedule

Service Type	License Fee E-Mail & SMS Support	Telephone/Online Support	Hardware Return To Base	Total Cost	Select Option
*License Fee E-Mail / SMS Support	✓	X	X	£99.00 ^{month}	1. <input type="checkbox"/>
Telephone/Online Support	✓	✓	X	£224.00 ^{month}	2. <input checked="" type="checkbox"/>
Hardware Return To Base	✓	✓	✓	£349.00 ^{month}	3. <input type="checkbox"/>

*Compulsory payment

All Prices Are Subject To Vat

Payment Options

Yearly Renewal Cost		Monthly Renewal Cost	
Maintenance & License Fee	£349.00	Maintenance & License Fee	£31.99
VAT 20.00%	£69.80	VAT 20.00%	£6.40
Total Yearly Payment	£418.80	Total Monthly Payment	£38.39

Payment Terms

Payment due within 14 days from date of invoice. Please make all cheques payable to Just Retail Ltd. Pay monthly customer are required to setup a standing order on the 15th of each month.

Bank Information: Natwest

SIGNATURE AUTHORISING CONTRACT

PRINTED NAME OF SIGNATORY

SIGNED ON BEHALF OF JUST RETAIL LTD

T 0800 652 8668

Just Retail, 40 Melton Gardens, Edwalton, Nottingham, NG12 4BJ

www.just-retail.co.uk

EPOS and CCTV Specialists

PRODUCT COMPREHENSIVE SERVICE & PURCHASE AGREEMENT

BETWEEN Just Retail Ltd
 OF 40 Melton Gardens
 Edwalton, Nottingham
 NG12 4BJ, Tel +44 (0)800 652 8668
 AND Jeiten Panchani
 OF Jits SuperShop

1. This agreement is subject to acceptance of the following terms and conditions. In the event of any conflict between this Agreement and the General Terms and Conditions, the General Terms and Conditions shall prevail:
 - 1.1 That the product/equipment listed at the PRODUCT/EQUIPMENT SCHEDULE above is not damaged by any person whatsoever and fair wear and tear, determined at the discretion of the MAINTAINER, is not excessive.
 - 1.2 That no person or organisation not duly appointed by the MAINTAINER gains access to any part of the system for any purpose whatsoever causing any damage or escalation of damage or breach of manufacturers/suppliers.
 - 1.3 That the product, equipment and/or service described in the General Terms and Conditions is supported by a current and fully paid up insurance agreement current at the time of any insurable claim for all insurable risks.
 - 1.4 That the product, equipment and/or service referred to or listed at the SERVICES SCHEDULE of this agreement and any extension thereto is limited to use at the original installed address unless expressly provided for by the MAINTAINER and subject to revised and approved licence and insurance schedules.
2. Software support for the purposes of this agreement shall be limited to telephone support in respect of genuine software faults and operator errors subject to the terms below and provided always that the customer's staff have the appropriate training and no untrained customer's staff were involved in generating the operator errors. The Customer's attention is drawn specifically to clause 8 of the General Terms and Conditions and the customer is reminded that suitable provision for backup of data upon a regular basis is provided for in the operating manual procedures. Operator errors that cause corruption or loss of data may be supported in some instances, at the discretion of the MAINTAINER, however the MAINTAINER reserves the rights to make additional charges for data recovery in the event that such work is undertaken and in the MAINTAINER'S sole opinion the lost or corrupted data is unrecoverable the MAINTAINER may of its sole discretion terminate all work associated with such a procedure and charge for any work undertaken up to that time at the appropriate day rates pertaining at that time plus any service charges and VAT. Notwithstanding any of the aforementioned conditions of this paragraph the MAINTAINER makes no guarantee whatsoever that any procedures undertaken by them or on their behalf can recover all or part of any lost or corrupted data and associated programs.
3. The above Software Support described in Clause 2 shall not include the diagnosis and rectification of a fault resulting from,
 - 3.1 the improper use operation or neglect of either the Software or the Hardware;
 - 3.2 the improper attachment of any dongle or security module supplied with Software or attempts to use the Software without the attachment of the same;
 - 3.3 the modification or alteration of or interference with the Software or its merger (in whole or in part) with any other software;
 - 3.4 the use of the Software by an individual who has not undergone training with Just Retail - to the required level or is not otherwise reasonably competent in the use of the Software;
 - 3.5 the use of the Software on equipment other than the Hardware or conjunction with an operating system other than that approved by Just Retail;
 - 3.6 the failure by the Client to implement recommendation in respect of or solutions to faults previously advised by Just Retail;
 - 3.7 a repair, adjustment, alteration or modification of the Software by a third party save with the prior written authority of Just Retail;
 - 3.8 the use of the Software for a purpose for which it was not designed.
4. Hardware support for the purposes of this agreement shall be limited to replacing components of the system that fail due to any other causes not related to undue wear and tear, inappropriate uses, meddling by unauthorised personnel or persons not employed by the MAINTAINER or due to insurable risks and acts of god unless expressly listed in the equipment schedule of this agreement.
5. The above Hardware Support described in Clause 4 shall not include a service, repair or maintenance arising out of:-
 - 5.1 the improper use, operation or neglect of either the Software or the Hardware;
 - 5.2 the improper attachment of any dongle or security module or (where the Software requires the attachment of the same) attempts to use the Software without the attachment of the same;
 - 5.3 the failure by the Client to implement recommendations in respect of or solutions to faults previously advised by Just Retail
 - 5.4 the use of the Hardware by an individual who has not undergone training with Just Retail - to the required level or is not otherwise reasonably competent in the use of the Hardware;
 - 5.5 a repair, adjustment, alteration or modification of the Hardware by a third party save with the prior written authority of Just Retail;
 - 5.6 the use of the Hardware for a purpose for which it was not designed;
 - 5.7 electrical work external to the Hardware;
 - 5.8 transportation or relocation of the Hardware not performed by a third party approved for the purpose by Just Retail
 - 5.9 failure of electrical power, air conditioning or humidity or other environmental control
 - 5.10 operator error or omission or failure to follow normal operating procedures;
 - 5.11 the failure by the Client to inform Just Retail of any faults, errors or failures emanating from the Hardware or its use.
6. Software upgrades for the purposes of this agreement shall be at the discretion of the MAINTAINER and provided in a form and at a time to be specified by the MAINTAINER and installed to, documented and where at the discretion of the MAINTAINER supported by product training
7. Hardware Upgrades for the purposes of this agreement shall be directly related to those upgrades necessary to ensure proper working of the original equipment supplied and any upgrade of the same required by virtue of any components that due to fair wear and tear OR where the components become unreplaceable due to obsolescence or manufacturer failure and at the sole discretion of the MAINTAINER.
8. Payments for the services listed at the SERVICES SCHEDULE of this agreement are subject to periodic increments to take account of the level of charge to other customers and retail price inflation and any proposed increases will be notified to the customer prior to implementing the increases at not less than a quarterly (91 days) interval. Increases for substantially improved software and subsequent hardware upgrades their installation and training will be offered to the customer but in the event that the customer declines any such offer(s) that would require in the opinion of the MAINTAINER a comprehensive upgrade to the system in line with new practices and/or technology then the customer can continue with the existing contract until terminated by either party giving not less than 3 months notice in writing at the other parties address after the original term of this agreement expires.
9. Systems brought on either a two or three year lease contract will remain the property of Just retail Ltd until the final payment has been made. Hardware Support will not include any service, repair or maintenance if clauses 4 and 5 are not maintained. Early settlement fees apply.
10. This agreement commences upon the date of signing and remains in force for a minimum period of one year. This being the expected normal lifespan of the equipment, however the MAINTAINER will determine any extension or revision of this agreements clauses, provided that the customer notifies the MAINTAINER not less than 3 months (91 days) prior to the final date upon which this agreement expires that they wish the MAINTAINER to consider an extension of or replacement of this agreement.

T. 0800 652 8668

Just Retail, 40 Melton Gardens, Edwalton, Nottingham, NG12 4BJ

www.iust-retail.co.uk

EPOS and CCTV Specialists

Exhibit JP/2

From: [REDACTED] [jitz1@hotmail.com]
Sent: 23 December 2020 14:49
To: [REDACTED]
Subject: Fwd: Proof from my till company regarding never selling fireworks

Categories: [REDACTED]

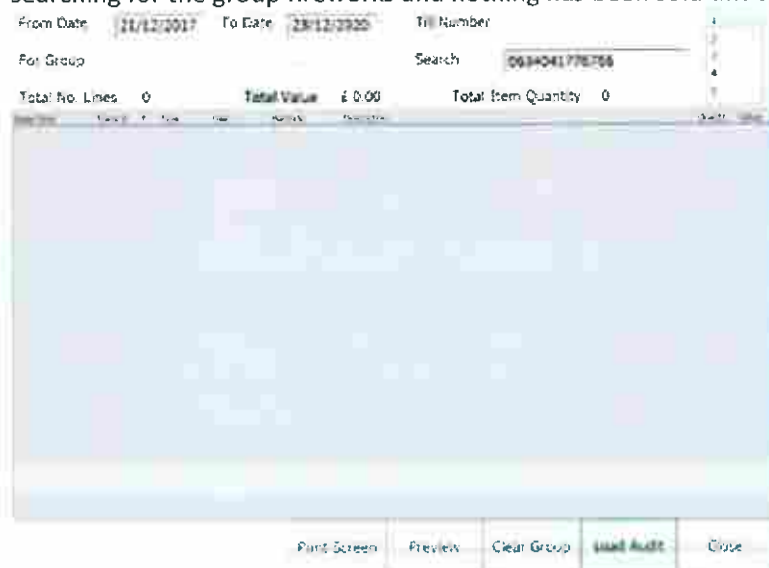
Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: 23 December 2020 at 13:03:19 GMT
To: Jits panchani
Subject: RE: Can you help?

Dear Mr Panchani,

I have had a look at the Audit roll for this product (please see image attached) but I could not see that it has ever been sold. I went back a few months, then a year and the image is going back 3 years. I also searched for the product name and that does not exist, I even tried searching for the group fireworks and nothing has been sold under that group.



Please let me know if there is anything else I can help with.

[REDACTED]
 MANAGING DIRECTOR



T. 0800 652 8668 / M. 07949 588066 / W. just-retail.co.uk / E. [REDACTED]
 Just Retail, 40 Melton Gardens, Edwalton, Nottingham, NG12 4BJ

This e-mail and any files transmitted are confidential and is solely for the intended recipient. Unauthorised use, dissemination, distribution, copying, reproduction, modification or publication is strictly prohibited. If you have received this e-mail in error, please notify the sender and permanently delete the e-mail from your system.

From: Jits panchani
Sent: 22 December 2020 19:15
To: [REDACTED]

Subject: Can you help?

Hi

This may be a long shot but I was wondering if you could check my sales records or my Product Listings to see if this following barcode (see attached image) has ever been in my tills database. Thank you, hope to hear from you soon.





Sent from my iPhone

Exhibit JP/3

Jits Supersnoc

I am aware of all the licenses polices and I have also Read the license premises personally.I will challenge 25 at all times.

If I do not follow the challenge 25 policy and the licensing policies I am aware that this will lead to my instant dismissal.

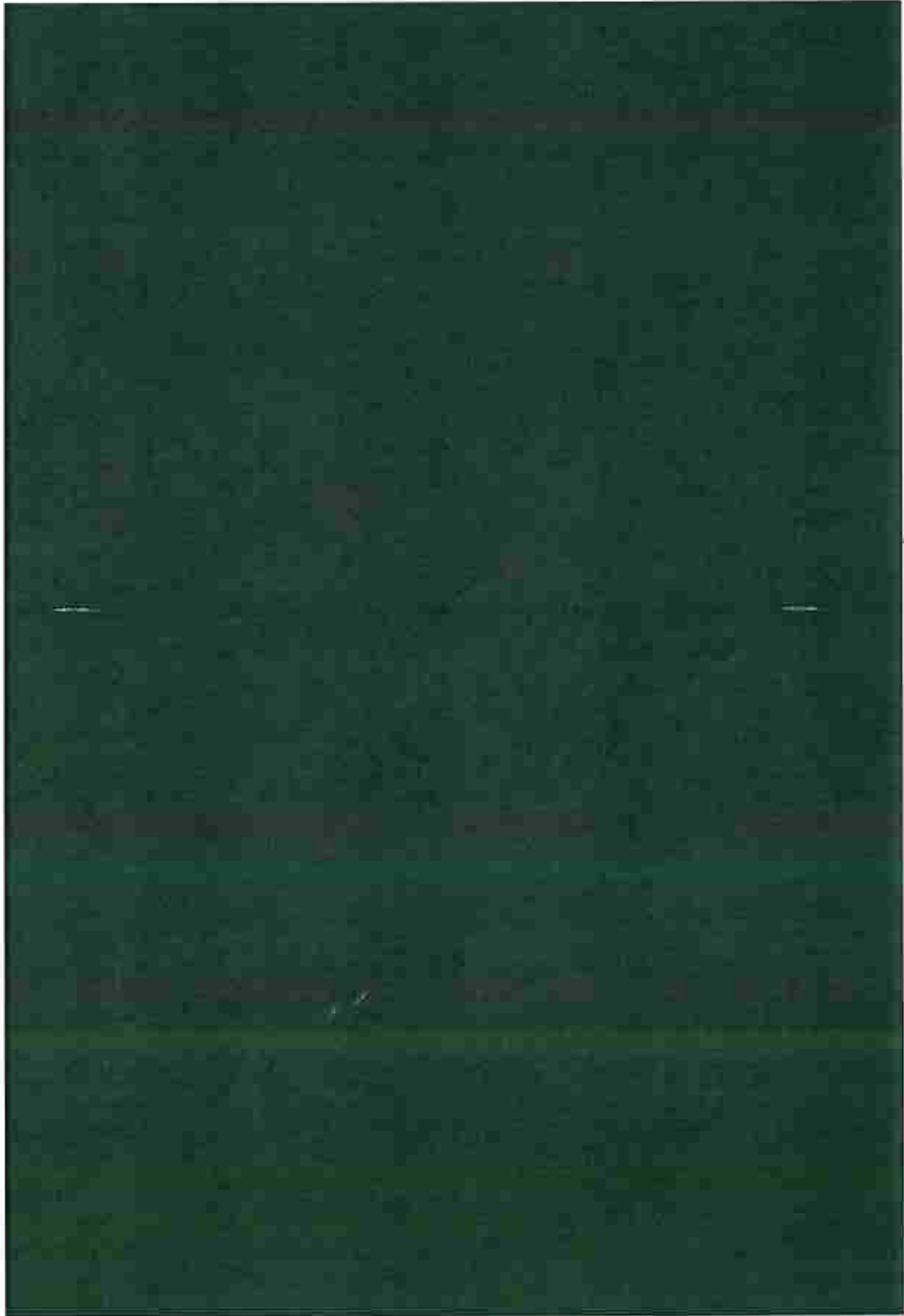
Date : 02/01/21

Print Name:

[REDACTED]

Signed:

[REDACTED]



ASA/01

Licensing Act 2003

Acceptance of Authorisation for the sale and supply of alcohol in the absence of the Designated Premises Supervisor (DPS)

Premises Name:	JITS SUPERSHOP
Premises Licence No:	PL 0674

(full name of person accepting authorisation)

(if personal licence holder please complete the following)

Licence Number:	537776	Issuing Authority:	TAMESIDE
-----------------	--------	--------------------	----------

I accept the authorisation of the Designated Premises Supervisor to sell alcohol in his or her absence

I confirm that I have received, read and understood a copy of the Premises Licence and I am aware of the social and legal obligations and my responsibilities regarding the sale of alcohol.

Name:	
Signed:	
Name of DPS:	
Signed: DPS	

Please ensure that this form is kept at the premises and can easily be made available for inspection by Officers of all Relevant Authorities.

ASA/01

Licensing Act 2003

Acceptance of Authorisation for the sale and supply of alcohol in the absence of the Designated Premises Supervisor (DPS)

Premises Name:	JTS Supermarket
Premises Licence No:	PL0674

(full name of person accepting authorisation)

(if personal licence holder please complete the following)

Licence Number:	53776	Issuing Authority:	Tameside
-----------------	-------	--------------------	----------

I accept the authorisation of the Designated Premises Supervisor to sell alcohol in his or her absence

I confirm that I have received, read and understood a copy of the Premises Licence and I am aware of the social and legal obligations and my responsibilities regarding the sale of alcohol.

Name:	
Signed:	
Name of DPS:	
Signed: DPS	

Please ensure that this form is kept at the premises and can easily be made available for inspection by Officers of all Relevant Authorities.

ASA/01

Licensing Act 2003

Acceptance of Authorisation for the
sale and supply of alcohol in the
absence of the Designated Premises
Supervisor (DPS)

Premises Name:	JITS SUPERSHOP
Premises Licence No:	PL0674

(full name of person accepting authorisation)			
(if personal licence holder please complete the following)			
Licence Number:	537776	Issuing Authority:	Tameside

I accept the authorisation of the Designated Premises Supervisor to sell alcohol in his or her absence

I confirm that I have received, read and understood a copy of the Premises Licence and I am aware of the social and legal obligations and my responsibilities regarding the sale of alcohol.

Name:	
Signed:	
Name of DPS:	
Signed: DPS	

Please ensure that this form is kept at the premises and can easily be made available for inspection by Officers of all Relevant Authorities.

ASA/01

Licensing Act 2003

Acceptance of Authorisation for the sale and supply of alcohol in the absence of the Designated Premises Supervisor (DPS)

Premises Name:	JITS SuperShop
Premises Licence No:	PL0674

(full name of person accepting authorisation)

(if personal licence holder please complete the following)

Licence Number:	537776	Issuing Authority:	Tameside
-----------------	--------	--------------------	----------

I accept the authorisation of the Designated Premises Supervisor to sell alcohol in his or her absence

I confirm that I have received, read and understood a copy of the Premises Licence and I am aware of the social and legal obligations and my responsibilities regarding the sale of alcohol.

Name:	
Signed:	
Name of DPS:	
Signed: DPS	

Please ensure that this form is kept at the premises and can easily be made available for inspection by Officers of all Relevant Authorities.

DPSA/01

Licensing Act 2003

**Designated Premises Supervisor
(DPS) Letter of Authorisation**

Full Name of DPS:	JEFFREY PASHEN
Personal Licence No:	PL 0674

being the Designated Premises Supervisor (DPS) for the premises known as:


Premises Name:	SITS Supershop
Premises Licence No:	537776

hereby authorise the following named person(s) to sell and supply alcohol in compliance with the Licensing Act 2003 in my absence from the premises.

I can always be contacted on the following telephone number(s).

	or	
---	----	--

Name(s) of Authorised Person(s)

Full Name(s):	Personal Licence No: (If applicable)	Non Personal Licence Holder (please tick)
		

Please ensure that this form is kept at the premises and can easily be made available for inspection by Officers of all Relevant Authorities.

Exhibit JP/4

15:37



3 Messages
10 Order Acknowledgeme...



Order Acknowledgement (17112002016)

We have received the payment of your order.
We are working on your order and will contact you once the order has been processed through our system.
We thank you for your order and will be in touch with you soon.
We will contact you once the order has been processed.

Item	Quantity	Price
[Redacted]	1	200.00
[Redacted]	1	10.00
[Redacted]	1	10.00
[Redacted]	1	150.00



Product Name: [Redacted]
Price: [Redacted]

Quantity: [Redacted]

Link to product



Exhibit JP/5





**IT IS ILLEGAL TO
SELL ALCOHOL
TO ANYONE
UNDER THE AGE
OF 18**

© 2014







Exhibit JP/6

Refusals Book

Date	Time	Product	Reason for refusal	Description/ Identity of minor	Comments	Staff ID
3/2/19						
10/2/20			Inspected by Trading Standards			
10/15/20	14:35	cigarettes	NO ID			
10/05/20	16:37	cigs	Looked under 25 and no ID			
10/06/20	19:09	Cigs	kids Underage			
11/6/20	12:36	cigs	looked underage NO I.O.			
11/6/20	13:16	cigs	under age NO I.d.			
11/6/20	14:19	Alcohol	NO I.O looked under age			

23
Manager's Signature _____

Date _____

Refusals Book

Date	Time	Product	Reason for refusal	Description/Identity of minor	Comments	Staff ID
12/6/20	13:25	WINE	NO ID FAN DATA OF BIRTH			
12/6/20	19:01	CIGS	Underage			
12/6/20	19:42	Alcohol	NO ID ID			
13/6/20	11:52	Vodka	NO ID			
13/6/20	12:33	Cigs	hooked Underage			
13/6/20	13:55	B&H Wine Supplies	Underage			
13/6/20	17:00	WINE	NO ID			
15/6/20	12:30	CIGS	NO ID			

Managers Signature _____

Date _____

Refusals Book



Date	Time	Product	Reason for refusal	Description/ Identity of minor	Comments	Staff ID
15/06/20	14:20	Cigs	No ID			
15/06	15:01	Vodka	No ID			
15/06/20	16:50	Beers	No ID			
10/06/20	11:14	cigs	No ID looked underage			
16/06/20		CCTV	Chemical			
17/6/20	9:00am	Cigs	No ID			
18/6/20	12:50	cigs	No ID Underage			



Managers Signature _____

Date _____

Date

Refusals Book



Date	Time	Product	Reason for refusal	Description/ Identity of minor	Comments	Staff ID
18/6/20	19:22	Cigs	NO ID			
29/6/20	15:46	Cigs	Underage			
22/6/20		CC TV	Dract			
25/6/20	16:35	Vodka	NO ID			
26/6/20	14:34	cigs	underage			
30/6/20	14:20	cigs	underage			
2/7/20	13:13	cigs	under age			
05/7/20	14:00	cigarettes	NO ID			

Managers Signature _____

Date _____

Refusals Book

Date	Time	Product	Reason for refusal	Description/ Identity of minor	Comments	Staff ID
11/07	15:50	1/4 Glenn's Vodka	Underage/No ID			
14/7	17:23	CCTV	Check			
23/7	14:58	Budweiser	under age			
30/7	15:56	vodka	underage			
03/8	6:00	CCTV	Check			
7/8	14:23	Vodka	underage/ No ID			
7/8	15:25	Vodka	underage No ID			
24/8	13:15	CCTV				

Date _____

Managers Signature _____

Refusals Book

Date	Time	Product	Reason for refusal	Description/ identity of minor	Comments	Staff ID
11/09/20	12:36	Alcohol	NO ID			
19/09/20	2:30	Alcohol	NO ID			
20/10/20		CCTV	TRAFFIC			
20/10/20	14:15	GMP TMBC	Visit & PC watched CCTV			
21/10/20	7:22	lighter under AGE	Gun - water the lighter			
21/10/20	3:05	Car	looked about 14			
22/10	09:46	Tobacco	young girl NO I.D			
23/10	5:43		ICE AS HANGING OUTSIDE FUCKING MAKE I.			

Date _____

Managers Signature _____

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bush

Refusals Book

Date	Time	Product	Reason for refusal	Description/identity of minor	Comments	Staff ID
5/10/20						
6/11/20	13:18	Tobacco	No I.D looked under age			
7/11/20	13:00	Vodka	No ID			
14/11/20	12:13	wine	no I.D.			
17/11/20	13:07	Tobacco	ASK ID HAD ID			
18/11/20	16:00	CCTV checked	Time			
20/11/20	16:30	Tobacco	NO I D-Refuse			
25/11/20	17:13	Tobacco	No ID			

Date

Managers Signature

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business

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Refusals Book

Date	Time	Product	Reason for refusal	Description/ Identity of minor	Comments	Staff ID
13 Oct 20	19:16	CIG				
24/10/20	18:00					
25/10/20	"					
26 Oct 2020	Jodi Strives Fire Laser machine,					
28 Oct 2020	CCTV keep fire the CCTV. 06:38,					
28 Oct 20	12:30	Alcohol				
1 Nov 20	13:25	Alcohol				
23 Nov 20	16:32	TMBC				

Managers Signature _____

Date _____

Refusals Book

Date	Time	Product	Reason for refusal	Description/ Identity of minor	Comments	Staff ID

Refusals Book

Date	Time	Product	Reason for refusal	Description/ identity of minor	Comments	Staff ID
26/11/20	7:59	Tobacco	asked ID had ID			
26/11/20	8:41	Tobacco	Had no ID			
26/11/20	17:44	Cigarettes	No ID			
27/11/20	✓	Tobacco	NO ID			
27/11/20	13:17	cigs	ASKED FOR ID			
25/11/20	14:30	Gifts/cigs	Has ID but "No ID"			
25/11/20	16:20	Gifts	No ID			
25/11/20	17:02	Valve	No ID			

Date _____

Managers Signature _____

Refusals Book

Date	Time	Product	Reason for refusal	Description/identity of minor	Comments	Staff ID
28/11/20	17:51	Vodka	No ID / drunk			
30/11/20	8:25	Tobacco	NO ID			
30/11/20	9:13	Cigs	NO ID			
30/11/20	11:53	cigs + alcohol	-			
30/11/20	17:03					

 Managers Signature

Date

ncy
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business

ID

Refusals Book

Date	Time	Product	Reason for refusal	Description / identity of minor	Comments	Staff ID
11/12/20	14:00					
3/12/20	8:15	Cigs	no ID			
4/12/20	12:40	AV vodka				
6/12/20	15:00	Vodka	No ID			
8/12/20	11:38	Cigs	no ID			
11/12/20	15:48	Vodka				
10/12/20	15:31	Lighter	No I.D			

Managers Signature _____

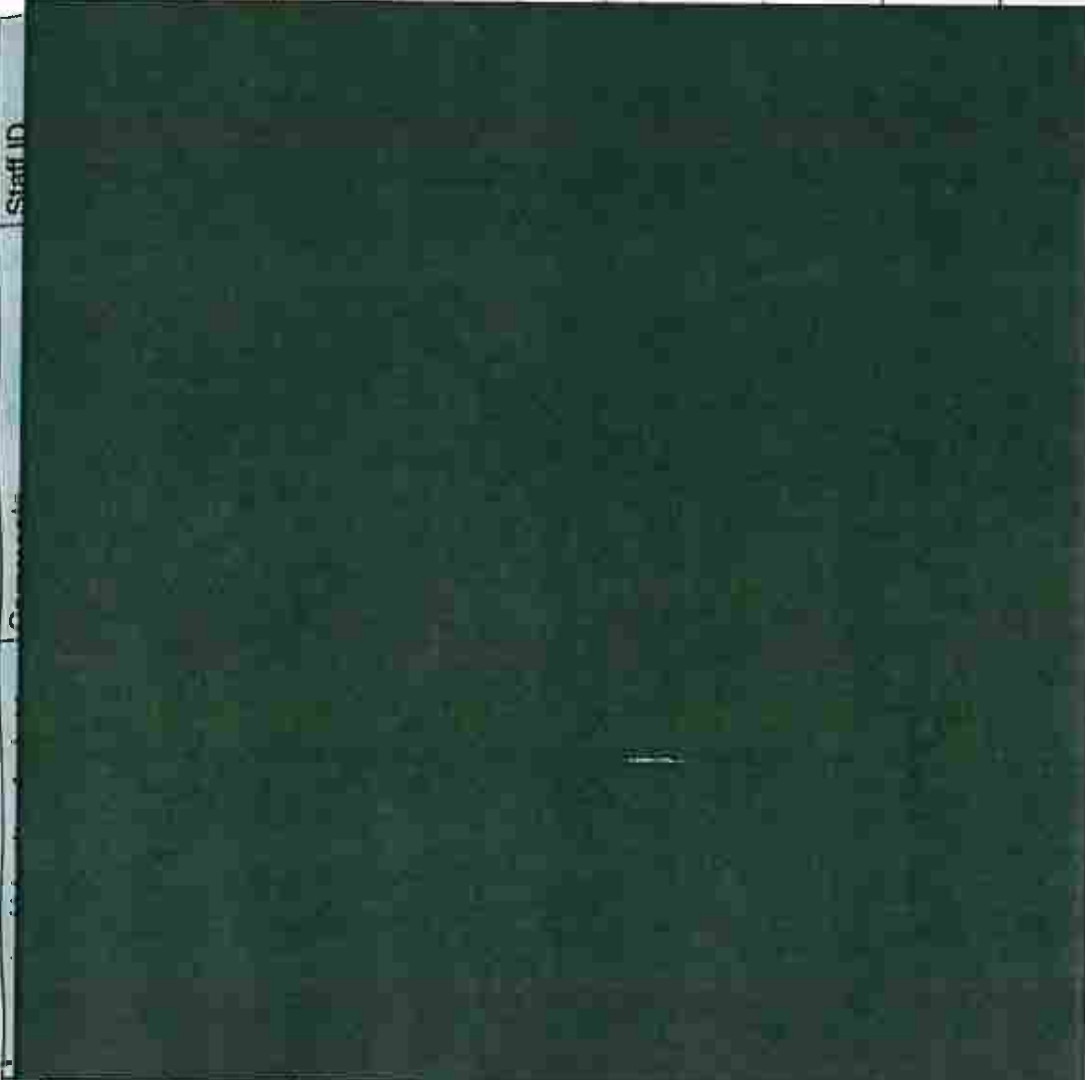
Date _____

Staff ID

Sarona

Refusals Book

Date	Time	Product	Reason for refusal
18/11 Dec	15:30	Glen's vodka	Too
18/11/21	7:40	filters	looked young
19/11/20	10:40	cigs	underage
18/11/20	16:22	cigs	[blacked out]
17/11/20	7:53	matches	looked young
22/11/20	16:22	Cigs	looked 18
24/12	14:32	Cigs	didn't look 25
30/12	13:27	cigs	didn't look 25



Date

Managers Signature

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Exhibit JP/7

Exhibit JP/8

LICENSING ACT 2005 AGE VERIFICATION POLICY STAFF DECLARATION

PREMISES AGE VERIFICATION POLICY

JITS SUPERSHOP

[REDACTED]
[REDACTED]
[REDACTED]

NAME OF STAFF MEMBER:

The sale of alcohol to a child or young person (that is to say, a person aged under 18) is an offence which may lead to a fine of up to £5,000 and/or a term of imprisonment not exceeding three months. Such a sale will also lead to a review of the premises licence and could result in the licence being suspended or revoked.

JITS SUPERSHOP operate an 'age verification policy', in terms of which you must require production of an acceptable proof-of-age document if you are in any doubt as to whether a person seeking to buy alcohol is less than 25 years of age.

Only the following documents are acceptable for proof-of-age:

- A passport
- A European Union photocard driving licence
- A Ministry of Defence Form 90 (Defence Identity Card)
- A photographic identity card bearing the national Proof of Age Standards Scheme (PASS) hologram
- A national identity card issued by a European Union member state (other than the United Kingdom), Norway, Iceland, Liechtenstein or Switzerland

If no such document is produced or if you have a suspicion that the document presented is not genuine, or has been tampered with or has been altered, then you must refuse the sale or refuse to authorise the sale.

Declaration:

I have read and understood the foregoing policy. I understand that failure to comply with its terms will be treated as gross misconduct and may lead to my dismissal from my employment.

Signed:

Date:

[REDACTED]
[REDACTED]

Jlts supershop Training (3months)

I have fully been retrained on the new till system which shows every time any item is sold which is supposed to be sold to an over 18 person a challenge 25 prompt occurs on the till, This includes the date of birth which the person should be on that date..

I am fully aware and have been retrained on how important it is to follow the licensing policy.

*Prevent public nuisance

This also means not let people congregate in the front of the shop if they do so Go outside and tell them to move on..

protect children from harm

Explain to customers that is illegal to buy alcohol for underage children. Be aware of other people coming in for underage children, if I think this is happening refuse the sale even though they are over the age limit

* public safety

If anyone does try to buy alcohol but are already in a unfit state to decline them buying this regardless their legal age.

Name & sign

Date 04/01/21



Jits supershop CCTV Training record (monthly)

I fully understand how to operate and use the CCTV including going back in the last 28 days and check any footage and also burning any relevant CCTV onto a pen drive

Name and signature

Date



The managers Roll consist of many different aspects this is the roles I accept and follow..

- To ensure that the shop is adequately staffed at all times through rotas and runs within budget - liaise with the Jeiten.Panchani over any staffing requirements as needed
- Ensure that all staff maintain the shop to ensure it is clean and tidy at all times
- Proposing and implementing new ideas
- Ensure all legal requirements for the shop regards food safety, food hygiene and that all current, new legislation around Covid-19 is fully complied with
- Close liaison with the Jeiten Panchani on How the shop is on a day-to-day basis,Dealing with all customer enquiries and if needed at any time getting in touch with Jeiten Panchani.

Making sure all staff are following the licensing policy..

Making sure refusal book training records CCTV records are all up-to-date and use when needed

manger nam



PREMISES AGE VERIFICATION POLICY

JITS SUPERSHOP

[REDACTED]
[REDACTED]
[REDACTED]

NAME OF STAFF MEMBER:

The sale of alcohol to a child or young person (that is to say, a person aged under 18) is an offence which may lead to a fine of up to £5,000 and/or a term of imprisonment not exceeding three months . Such a sale will also lead to a review of the premises licence and could result in the licence being suspended or revoked .

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Declaration:

I have read and understood the foregoing policy. I understand that failure to comply with its terms will be treated as gross misconduct and may lead to my dismissal from my employment.

Signed:

Date:

[REDACTED]

LICENSING ACT 2005 AGE VERIFICATION POLICY STAFF DECLARATION

PREMISES AGE VERIFICATION POLICY

JITS SUPERSHOP

[REDACTED]

NAME OF STAFF MEMBER:

The sale of alcohol to a child or young person (that is to say, a person aged under 18) is an offence which may lead to a fine of up to £5,000 and/or a term of imprisonment not exceeding three months . Such a sale will also lead to a review of the premises licence and could result in the licence being suspended or revoked .

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- A photographic identity card bearing the national Proof of Age Standards Scheme (PASS) hologram
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If no such document is produced or if you have a suspicion that the document presented is not genuine, or has been tampered with or has been altered, then you must refuse the sale or refuse to authorise the sale .

Declaration:

I have read and understood the foregoing policy. I understand that failure to comply with its terms will be treated as gross misconduct and may lead to my dismissal from my employment

Signed

Date:

[REDACTED]

LICENSING ACT 2005 AGE VERIFICATION POLICY STAFF DECLARATION

PREMISES AGE VERIFICATION POLICY

JITS SUPERSHOP

[REDACTED]

[REDACTED]

[REDACTED]

NAME OF STAFF MEMBER:

The sale of alcohol to a child or young person (that is to say, a person aged under 18) is an offence which may lead to a fine of up to £5,000 and/or a term of imprisonment not exceeding three months . Such a sale will also lead to a review of the premises licence and could result in the licence being suspended or revoked .

JITS SUPERSHOP operate an 'age verification policy', in terms of which you must require production of an acceptable proof-of-age document if you are in any doubt as to whether a person seeking to buy alcohol is less than 25 years of age .

Only the following documents are acceptable for proof-of-age

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- A European Union photocard driving licence
- A Ministry of Defence Form 90 (Defence Identity Card)
- A photographic identity card bearing the national Proof of Age Standards Scheme (PASS) hologram
- A national identity card issued by a European Union member state (other than the United Kingdom), Norway, Iceland, Liechtenstein or Switzerland

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Declaration:

I have read and understood the foregoing policy. I understand that failure to comply with its terms will be treated as gross misconduct and may lead to my dismissal from my employment.

Signed

Date:

[REDACTED]

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