

Licensing Sub-Committee

Wednesday 10 January 2018

10.00 am

Ground Floor Meeting Room G02C - 160 Tooley Street, London SE1 2QH

Membership

Councillor Renata Hamvas (Chair)
Councillor Adele Morris
Councillor Sandra Rhule

Reserves

Councillor Sunny Lambe

INFORMATION FOR MEMBERS OF THE PUBLIC

Access to information

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Contact

Andrew Weir on 020 7525 7222 or email: andrew.weir@southwark.gov.uk

Members of the committee are summoned to attend this meeting

Eleanor Kelly

Chief Executive

Date: 2 January 2018



Licensing Sub-Committee

Wednesday 10 January 2018
10.00 am

Ground Floor Meeting Room G02C - 160 Tooley Street, London SE1 2QH

Order of Business

Item No.	Title	Page No.
PART A - OPEN BUSINESS		
1.	APOLOGIES	
	To receive any apologies for absence.	
2.	CONFIRMATION OF VOTING MEMBERS	
	A representative of each political group will confirm the voting members of the committee.	
3.	NOTIFICATION OF ANY ITEMS OF BUSINESS WHICH THE CHAIR DEEMS URGENT	
	In special circumstances, an item of business may be added to an agenda within five clear days of the meeting.	
4.	DISCLOSURE OF INTERESTS AND DISPENSATIONS	
	Members to declare any interests and dispensation in respect of any item of business to be considered at this meeting.	
5.	LICENSING ACT 2003: DIRTY RENEGADE, 138 RYE LANE, LONDON SE15 4RZ	1 - 93
6.	LICENSING ACT 2003: THE CORONET, RAILWAY ARCH 3,4 ,5 AND 6, ELEPHANT ROAD, ELEPHANT MEWS, LONDON SE17 1LB	94 - 266
ANY OTHER OPEN BUSINESS AS NOTIFIED AT THE START OF THE MEETING AND ACCEPTED BY THE CHAIR AS URGENT		

PART B - CLOSED BUSINESS

EXCLUSION OF PRESS AND PUBLIC

The following motion should be moved, seconded and approved if the sub-committee wishes to exclude the press and public to deal with reports revealing exempt information:

“That the public be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in paragraphs 1-7, Access to Information Procedure rules of the Constitution.”

ANY OTHER CLOSED BUSINESS AS NOTIFIED AT THE START OF THE MEETING AND ACCEPTED BY THE CHAIR AS URGENT

Date: 2 January 2018

Item No. 5.	Classification: Open	Date: 10 January 2017	Meeting Name: Licensing Sub-Committee
Report Title		Licensing Act 2003: Dirty Renegade, 138 Rye Lane, London SE15 4RZ	
Ward(s) of group(s) affected		The Lane	
From		Strategic Director of Environment and Social Regeneration	

RECOMMENDATION

1. That the licensing sub-committee considers whether an application made by London Spacemakers Limited for a premises licence be granted under the Licensing Act 2003 in respect of the premises known as Dirty Renegade, 138 Rye Lane, London SE15 4RZ.
2. Notes:
 - a) This application forms a new application for a premises licence, submitted under Section 17 of the Licensing Act 2003. The application is subject to representations from responsible authorities and is therefore referred to the sub-committee for determination.
 - b) Paragraphs 8 to 11 of this report provide a summary of the application under consideration by the sub-committee. A copy of the full application is attached as Appendix A.
 - c) Paragraphs 13 to 19 of this report deal with the representations submitted in respect of the application. Copies of the representations are attached to this report as Appendix B. Copies of the applicant's replies to the representations, additional conditions proposed by the applicant and document in support of the application are attached to this report as Appendix C. A map showing the location of the premises is attached to this report as Appendix D.
 - d) A copy of the council's approved procedure for hearings of the sub-committee in relation to an application made under the Licensing Act 2003, along with a copy of the hearing regulations, has been circulated to all parties to the meeting.

BACKGROUND INFORMATION

The Licensing Act 2003

3. The Licensing Act 2003 provides a licensing regime for:
 - The sale of and supply of alcohol
 - The provision of regulated entertainment
 - The provision of late night refreshment.
4. Within Southwark, the licensing responsibility is wholly administered by this council.

5. The Act requires the licensing authority to carry out its functions under the Act with a view to promoting the four stated licensing objectives. These are:
 - The prevention of crime and disorder
 - The promotion of public safety
 - The prevention of nuisance
 - The protection of children from harm.

6. In carrying out its licensing functions, a licensing authority must also have regard to
 - The Act itself
 - The guidance to the act issued under Section 182 of the Act
 - Secondary regulations issued under the Act
 - The licensing authority's own statement of licensing policy
 - The application, including the operating schedule submitted as part of the application
 - Relevant representations.

7. The premises licence application process involves the provision of all relevant information required under the Act to the licensing authority with copies provided by the applicant to the relevant responsible bodies under the Act. The application must also be advertised at the premises and in the local press. The responsible authorities and other persons within the local community may make representations on any part of the application where relevant to the four licensing objectives.

KEY ISSUES FOR CONSIDERATION

The premises licence application

8. On 7 November 2017 London Spacemakers Limited applied to this council for the grant of a premises licence in respect of Dirty Renegade, 138 Rye Lane, London SE15 4RZ

9. The application and is summarised as follows:
 - **The provision of live music**
 - Monday to Sunday from 13:00 to 15:00 and then from 19:00 to 21:00

 - **The provision of recorded music inside and outside**
 - Monday to Sunday from 06:30 to 03:00 the following day

 - **The provision of late night refreshment**
 - Monday to Sunday from 23:00 to 03:00 the following day

 - **The sale of alcohol for consumption on the premises**
 - Monday to Sunday from 10:00 to 03:00 the following day

 - **Proposed opening hours of the premises**
 - Monday to Sunday from 06:30 to 03:00 the following day.

N.B. – The applicant has proposed amending the application so that the premises shut as per the hours below with alcohol sales ceasing 30 minutes prior:

- Monday to Thursday from 11:00 to 02:00 the following day
 - Friday and Saturday from 11:00 to 03:00 the following day
 - Sunday from 11:00 to 01:00 the following day.
10. The premises licence application form provides the applicant's operating schedule. Parts E, F, I, J, K, L, and M of the operating schedule set out the proposed licensable activities, operating hours and operational control measures in full, with reference to the four licensing objectives as stated in the Licensing Act 2003. Should a premises licence be issued in respect of the application the information provided in part M of the operating schedule will form the basis of conditions that will be attached to any licence granted subsequent to the application. A copy of the application is attached to this report as appendix A.
11. The premises are described as a cocktail bar serving hot food and providing a DJ for late night entertainment. The premises have a garden to the rear to be used as a seating area. Breakfast and lunch will also be provided at the premises.

Designated premises supervisor

12. The proposed designated premises supervisor (DPS) is Olga Zajac.

Representations from responsible authorities

13. Representations have been submitted by this council's Director of Public Health, licensing responsible authority and trading standards service. The Metropolitan Police Service has also submitted a representation.
14. The Director of Public Health's representation has been submitted in respect of the prevention of crime and disorder, the prevention of public nuisance and the protection of public safety licensing objectives. The representation states concerns regarding the hours requested in respect of alcohol sales. The representation notes that the hours applied for are longer than those recommended in this council's statement of licensing policy for public houses, wine bars or other drinking establishments where the premises are located. The representation notes that the premises are situated in the Peckham cumulative impact policy (CIP) area and contends that the application has not adequately rebutted the presumption that the premises will add to the cumulative impact of alcohol related harm in the local area. The representation recommends that the finish times for alcohol sales be reduced so that they are in line with those recommended in this council's statement of licensing policy and that an accommodation limit is provided by the applicant.
15. In regards to the above representation please note that this council's statement of licensing policy does not provide recommended hours in regards to licensable activities but provides recommended closing times for various types of premises.
16. The licensing responsible authority's representation has been submitted in respect of the prevention of crime and disorder and the prevention of public nuisance licensing objectives. The representation notes that the premises are situated in the Peckham CIP area. The representation contends that the application has not addressed the presumption to refuse the application. The representation notes that the closing times applied for are later than those recommended in this council's statement of licensing policy for public houses, wine bars or other drinking establishments where

the premises are located. The representation suggests that the application is amended so that the closing times of the premises are congruent with those suggested in this council's statement of licensing policy, that alcohol sales cease 30 minutes prior to closing time on each night, that the hours permitted for recorded music cease at the closing time of the premises on each night, that an accommodation limit is provided and that a dispersal policy is written in respect of the premises.

17. The Metropolitan Police Service's representation notes that the premises are situated within Peckham major town centre area (as defined in this council's statement of licensing policy) and also within the Peckham (CIP) area. The representation notes that the closing times proposed in the application aren't congruent with those suggested in the statement of licensing policy in respect of public houses, wine bars or other drinking establishments where the premises are located. The representation contends that the application contains very little in the way of detail of the proposed control measures and conditions to promote the licensing objectives, in particular the prevention of crime and disorder and that the application should therefore be refused.
18. The trading standards' representation suggests conditions, in regards to the implementation of a 'challenge 25' policy, which trading standards contend should be included in any premises licence issued subsequent to the application. Trading standards further contend that the applicant has failed to properly address children being on the premises and object to the application until this issue has been properly addressed.
19. The representations submitted by responsible authorities are attached as Appendix B.

Representations from other persons

20. No representations were submitted by other persons.

Conciliation

21. The applicant has provided replies to all of the representations submitted, has proposed additional conditions and has also provided various documents in support of the application. Trading standards have withdrawn their representation. The Metropolitan Police Service have maintained their representation and want the licensing sub-committee to determine the application as the operating hours applied for fall outside those suggested in the council's statement of licensing policy. There have been no replies from the licensing responsible authority or the Director of Public Health whose representations remain outstanding and must be considered by the licensing sub-committee.
22. Copies of the applicant's replies to the representations, the additional proposed conditions and the documents in support of the application are attached as Appendix C.

Premises history

23. No licensing authorisation has been issued in respect of the premises under the Licensing Act 2003 or any previous legislation.
24. No temporary event notices have been submitted in regards to the premises.

25. On 7 November 2017 London Spacemakers Limited applied to this council for the grant of a premises licence in respect of Dirty Renegade, 138 Rye Lane, London SE15 4RZ

Deregulation of entertainment

26. On 6 April 2015 entertainment became deregulated and as a result:
- Live unamplified music is deregulated between 08:00 and 23:00 on any premises.
 - Live amplified music is deregulated between 08:00 and 23:00 provided the audience does not exceed 500 people.
27. However, live music can become licensable in on-licensed premises if the licensing authority removes the effect of the deregulation following a licence review ('licence review mechanism').

Map

28. A map showing the location of the premises is attached to this report as Appendix C. The following licensed premises are also shown on the map and provide licensable activities as stated:

Family Carnation Supermarket, 151A Rye Lane, London SE15 4TL licensed for:

- The sale of alcohol to be consumed off the premises:
 - Monday to Saturday from 08:00 to 22:00
 - Sunday from 09:00 to 20:30.

Roosters Hut, 177-179 Rye Lane, London SE15 4TP licensed for:

- The provision of late night refreshment:
 - Sunday to Thursday from 23:00 to 02:00 the following day
 - Friday and Saturday from 23:00 to 03:30 the following day.

John The Unicorn, 157-159 Rye Lane, London SE15 4TL licensed for:

- The provision of late night refreshment:
 - Sunday to Thursday from 23:00 to 00:30 the following day
 - Friday and Saturday from 23:00 to 01:30 the following day

The sale of alcohol to be consumed on the premises and recorded music:

- Sunday to Thursday from 11:00 to 00:00 (midnight)
- Friday and Saturday from 11:00 to 01:00 the following day.

Four Quarters, 187 Rye Lane, London SE15 4TP licensed for:

- The provision of late night refreshment:
 - Sunday to Wednesday from 23:00 to 00:30 the following day
 - Thursday from 23:00 to 01:00 the following day

- Friday & Saturday from 23:00 to 01:30 the following day
- The sale of alcohol to be consumed on the premises & films:
 - Sunday to Wednesday from 11:00 to 00:30 the following day
 - Thursday from 11:00 to 01:00 the following day
 - Friday and Saturday from 11:00 to 01:30 the following day
- Recorded music:
 - Thursday from 23:00 to 01:30 the following day
 - Friday and Saturday from 23:00 to 02:00 the following day.

Rye Express, 137-139 Unit 1 Rye Lane, London SE15 4ST licensed for:

- The sale of alcohol to be consumed off the premises:
 - Monday to Sunday from 08:00 to 00:00.

Taco Queen, 191 Rye Lane, London SE15 4TP licensed for:

- The sale of alcohol to be consumed on the premises:
 - Monday to Saturday from 09:00 to 23:00
 - Friday to Saturday from 09:00 to 22:00.

Stella's African Food, 154 Rye Lane, London SE15 4NB licensed for:

- The sale of alcohol to be consumed off the premises:
 - Monday to Sunday from 10:00 to 22:00.

Bargain Booze, 164 Rye Lane, London SE15 4NB licensed for:

- The sale of alcohol to be consumed off the premises:
 - Monday to Saturday from 08:00 to 23:00
 - Sunday from 10:00 to 22:30.

Bims African Store, 102 Rye Lane, London SE15 4RZ licensed for:

- The sale of alcohol to be consumed off the premises:
 - Monday to Sunday from 09:30 to 00:00.

ASDA Supermarket, 174 Rye Lane, London SE15 4NB licensed for:

- The sale of alcohol to be consumed off the premises:
 - Monday to Saturday from 08:00 to 23:00
 - Sunday from 10:00 to 22:30.

Swaizie Food Store, 1A Choumert Road, London SE15 4SE licensed for:

- The sale of alcohol to be consumed off the premises:
 - Monday to Saturday from 08:00 to 22:00
 - Sunday from 10:00 to 22:30.

The Montpellier, 43 Choumert Road, London SE15 4AR licensed for:

- Live music, anything similar to live or recorded music and films:
 - Monday to Thursday from 10:00 to 00:00
 - Friday from 10:00 to 01:00 the following day
 - Sunday from 10:00 to 23:30.
- The sale of alcohol to be consumed on and off the premises:
 - Monday to Thursday from 10:00 to 00:00
 - Friday from 10:00 to 01:00 the following day
 - Sunday from 12:00 to 23:30
- The provision of late night refreshment:
 - Monday to Thursday from 10:00 to 00:00
 - Friday from 10:00 to 01:00 the following day
 - Sunday from 12:00 to 23:30.

Cafe Viva Ltd, 44 Choumert Road, London SE15 4SE licensed for:

- The sale of alcohol to be consumed on and off the premises
 - Tuesday to Saturday from 11:00 to 23:00
 - Sunday from 11:00 to 17:00

Miss Tapas, 46 Choumert Road, London SE15 4SE licensed for:

- The sale of alcohol to be consumed on and off the premises
 - Monday to Sunday 19:00 - 23:00

Rootz, 181 Rye Lane, London SE15 4TP licensed for:

- The sale of alcohol to be consumed on premises
 - Monday to Saturday from 11:00 to 23:30
 - Sunday from 10:00 to 17:30
- The provision of late night refreshment:
 - Monday to Saturday from 23:00 to 00:00

Southwark council cumulative impact policy for Peckham

29. Council assembly approved the introduction of a cumulative impact policy for Peckham on 12 October 2011. This was renewed in November 2015 when council assembly approved the 2016 - 2020 statement of licensing policy.

30. The decision to introduce the cumulative impact policy was taken with regard to the committee's concern over rising trends of late night alcohol related violence against the person and late night disorder and rowdiness associated with late night licensed premises in the area.
31. The effect of this special policy is that is to create a presumption that applications for new premises licences or variations that are likely to add to the existing cumulative impact will normally be refused, following relevant representations, unless the applicant can demonstrate in their operating schedule that there will be no negative cumulative impact on one or more of the licensing objectives.
32. The applicant has been advised to address the committees concerns around cumulative impact at the meeting.

Southwark council statement of licensing policy

33. Council assembly approved Southwark's statement of licensing policy 2016 - 2020 on 25 November 2015. The policy came into effect on 1 January 2016. Sections of the statement that are considered to be of particular relevance to the sub-committee's consideration are:
 - Section 3 - Purpose and scope of the policy. This reinforces the four licensing objectives and the fundamental principles upon which this authority relies in determining licence applications.
 - Section 5 – Determining applications for premises licences and club premises certificates. This explains how the policy works and considers issues such as location; high standards of management; and the principles behind condition setting.
 - Section 6 – Local cumulative impact policies. This sets out this authority's approach to cumulative impact and defines the boundaries of the current special policy areas and the classifications of premises to which they apply. To be read in conjunction with Appendix B to the policy
 - Section 7 – Hours of operation. This provides a guide to the hours of licensed operation that this authority might consider appropriate by type of premises and (planning) area classification.
 - Section 8 – The prevention of crime and disorder. This provides general guidance on the promotion of the first licensing objective.
 - Section 9 – Public safety. This provides general guidance on the promotion of the second licensing objective.
 - Section 10 – The prevention of nuisance. This provides general guidance on the promotion of the third licensing objective.
 - Section 11 – The protection of children from harm. This provides general guidance on the promotion of the fourth licensing objective.
34. The purpose of Southwark's statement of licensing policy is to make clear to applicants what considerations will be taken into account when determining applications and should act as a guide to the sub-committee when considering the applications. However, the sub-committee must always consider each application on

its own merits and allow exceptions to the normal policy where these are justified by the circumstances of the application.

35. The premises are located in the Peckham major town centre area. Below are closing times suggested in the statement of licensing policy for various types of premises in the Peckham major town centre area:

- Restaurants, cafes and takeaway establishments:
 - Sunday to Thursday 00:00
 - Friday and Saturday 01:00
- Public houses, wine bars or other drinking establishments:
 - Sunday to Thursday 00:00
 - Friday and Saturday 01:00
- Night clubs (with 'sui generis' planning classification):
 - Sunday 00:00
 - Monday to Thursday 01:00
 - Friday and Saturday 03:00.

Resource implications

36. A fee of £190.00 has been paid by the applicant company in respect of this application being the statutory fee payable for premises within non-domestic rateable value band B.

Consultation

37. Consultation has been carried out on this application in accordance with the provisions of the Licensing Act 2003. A public notice was published in a local newspaper and similar notices were exhibited outside of the premises for a period of 28 consecutive days.

Community impact statement

38. Each application is required by law to be considered upon its own individual merits with all relevant matters taken into account.

SUPPLEMENTARY ADVICE FROM OTHER OFFICERS

Director of Law and Democracy

39. The sub-committee is asked to determine the application for a premises licence under section 17 of the Licensing Act 2003.

40. The principles which sub-committee members must apply are set out below.

Principles for making the determination

41. The general principle is that applications for premises licence applications must be granted unless relevant representations are received. This is subject to the proviso that the applicant has complied with regulations in advertising and submitting the application.

42. Relevant representations are those which:
- Are about the likely effect of the granting of the application on the promotion of the licensing objectives
 - Are made by an interested party or responsible authority
 - Have not been withdrawn
 - Are not, in the opinion of the relevant licensing authority, frivolous or vexatious.
43. If relevant representations are received then the sub-committee must have regard to them, in determining whether it is necessary for the promotion of the licensing objectives to:
- To grant the licence subject to:
 - The conditions mentioned in section 18 (2)(a) modified to such extent as the licensing authority considers necessary for the promotion of the licensing objectives
 - Any condition which must under section 19, 20 or 21 be included in the licence
 - To exclude from the scope of the licence any of the licensable activities to which the application relates
 - To refuse to specify a person in the licence as the premises supervisor
 - To reject the application.

Conditions

44. The sub-committee's discretion is thus limited. It can only modify the conditions put forward by the applicant, or refuse the application, if it is necessary to do so. Conditions must be necessary and proportionate for the promotion of one of the four licensing objectives, and not for any other reason. Conditions must also be within the control of the licensee, and should be worded in a way which is clear, certain, consistent and enforceable.
45. The four licensing objectives are:
- The prevention of crime and disorder
 - Public safety
 - The prevention of nuisance
 - The protection of children from harm.
46. Members should note that each objective is of equal importance. There are no other licensing objectives, and the four objectives are paramount considerations at all times.
47. Conditions will not be necessary if they duplicate a statutory position. Conditions relating to night café and take away aspect of the license must relate to the night time operation of the premises and must not be used to impose conditions which could not be imposed on day time operators.
48. Members are also referred to the Home Office Revised Guidance issued under section 182 of the Licensing Act 2003 on conditions, specifically section 10.

Reasons

49. If the sub-committee determines that it is necessary to modify the conditions, or to refuse the application for a premises licence application, it must give reasons for its decision.

Hearing procedures

50. Subject to the licensing hearing regulations, the licensing committee may determine its own procedures. Key elements of the regulations are that:
- The hearing shall take the form of a discussion led by the authority. Cross examination shall not be permitted unless the authority considered that it is required for it to consider the representations.
 - Members of the authority are free to ask any question of any party or other person appearing at the hearing.
 - The committee must allow the parties an equal maximum period of time in which to exercise their rights to:
 - Address the authority
 - If given permission by the committee, question any other party.
 - In response to a point which the authority has given notice it will require clarification, give further information in support of their application.
 - The committee shall disregard any information given by a party which is not relevant to the particular application before the committee and the licensing objectives.
 - The hearing shall be in public, although the committee may exclude the public from all or part of a hearing where it considers that the public interest in doing so outweighs the public interest in the hearing, or that part of the hearing, taking place in private.
 - In considering any representations or notice made by a party the authority may take into account documentary or other information produced by a party in support of their application, representations or notice (as applicable) either before the hearing or, with the consent of all the other parties, at the hearing.
51. This matter relates to the determination of an application for a premises licence under section 17 of the Licensing Act 2003. Regulation 26(1) (a) requires the sub-committee to make its determination at the conclusion of the hearing.

Council's multiple roles and the role of the licensing sub-committee

52. Sub-committee members will note that, in relation to this application, the council has multiple roles. Council officers from various departments have been asked to consider the application from the perspective of the council as authority responsible respectively for environmental health, trading standards, health and safety and as the planning authority.
53. Members should note that the licensing sub-committee is meeting on this occasion solely to perform the role of licensing authority. The sub-committee sits in quasi-judicial capacity, and must act impartially. It must offer a fair and unbiased hearing of the application. In this case, members should disregard the council's broader policy

objectives and role as statutory authority in other contexts. Members must direct themselves to making a determination solely based upon the licensing law, guidance and the council's statement of licensing policy.

54. As a quasi-judicial body the licensing sub-committee is required to consider the application on its merits. The sub-committee must take into account only relevant factors, and ignore irrelevant factors. The decision must be based on evidence, that is to say material, which tends logically to show the existence or non-existence of relevant facts, or the likelihood or unlikelihood of the occurrence of some future event, the occurrence of which would be relevant. The licensing sub-committee must give fair consideration to the contentions of all persons entitled to make representations to them.
55. The licensing sub-committee is entitled to consider events outside of the premises if they are relevant, i.e. are properly attributable to the premises being open. The proprietors do not have to be personally responsible for the incidents for the same to be relevant. However, if such events are not properly attributable to the premises being open, then the evidence is not relevant and should be excluded. Guidance is that the licensing authority will primarily focus on the direct impact of the activities taking place at the licensed premises on members of the public, living, working or engaged in normal activity in the area concerned.
56. Members will be aware of the council's code of conduct which requires them to declare personal and prejudicial interests. The code applies to members when considering licensing applications. In addition, as a quasi-judicial body, members are required to avoid both actual bias, and the appearance of bias.

The sub-committee can only consider matters within the application that have been raised through representations from other persons and responsible authorities. Other persons must live in the vicinity of the premises. This will be decided on a case to case basis.

57. Under the Human Rights Act 1998, the sub-committee needs to consider the balance between the rights of the applicant and those making representations to the application when making their decision. The sub-committee has a duty under section 17 Crime and Disorder Act 1998 when making its decision to do all it can to prevent crime and disorder in the borough.
58. Other persons, responsible authorities and the applicant have the right to appeal the decision of the sub-committee to the magistrates' court within a period of 21 days beginning with the day on which the applicant was notified by the licensing authority of the decision to be appealed against.

Guidance

59. Members are required to have regard to the Home Office Revised Guidance in carrying out the functions of licensing authority. However, guidance does not cover every possible situation, so long as the guidance has been properly and carefully understood, members may depart from it if they have reason to do so. Full reasons must be given if this is the case.

Strategic Director of Finance and Governance

60. The head of community safety and enforcement has confirmed that the costs of this process are borne by the service.

BACKGROUND DOCUMENTS

Background Papers	Held At	Contact
Licensing Act 2003 Home Office Revised Guidance to the Act Secondary Regulations Southwark statement of licensing Policy Case file	Southwark Licensing, C/O Community Safety & Enforcement, 160 Tooley Street, London, SE1 2QH	Kirty Read Tel: 020 7525 5748

APPENDICES

Name	Title
Appendix A	Copy of the application and correspondence confirming an amendment to the application
Appendix B	Copies of representations submitted by responsible authorities
Appendix C	Copies of the applicant's replies to the representations, the additional proposed conditions and the documents in support of the application
Appendix D	Map of the local area

AUDIT TRAIL

Lead Officer	Deborah Collins, Strategic Director of Environment and Social Regeneration	
Report Author	Wesley McArthur, Principal Licensing Officer	
Version	Final	
Dated	18 December 2017	
Key Decision?	No	
CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER		
Officer Title	Comments sought	Comments included
Director of Law and Democracy	Yes	Yes
Strategic Director of Finance and Governance	Yes	Yes
Cabinet Member	No	No
Date final report sent to Constitutional Team		21 December 2017

Business - Application for a premises licence to be granted under the Licensing Act 2003

07/09/2017

Business - Application for a premises licence to be granted under the Licensing Act 2003

Ref No. 881374

Name of Applicant

Please enter the name(s) who is applying for a premises licence under section 17 of the Licensing Act 2003 and am making this application to you as the relevant licensing authority in accordance with section 12 of the Licensing Act 2003

	LONDON SPACEMAKERS Ltd
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Premises Details

Non-domestic rateable value of premises in order to see your rateable value click here (opens in new window)

£	21,000
	Band D and E only applies to premises which uses exclusively or primarily for the supply of alcohol for consumption on the premises
	Yes

Premises trading name

	Dirty Renegade
--	----------------

Postal address of premises or, if none, ordnance survey map reference or description

Address Line 1	138 RYE LANE
Address Line 2	
Town	LONDON
County	
Post code	SE15 4RZ
Ordnance survey map reference	TQ 34319 76160
Description of the location	Shop Front on Rye Lane
Telephone number	

Applicant Details

Please select the capacity in which you are applying to convert your existing licence

	a person other than an individual (limited company, partnership, etc)
--	---

Business - Application for a premises licence to be granted under the Licensing Act 2003

If you applying as an individual or non-individual please select one of the following:-

	I am carrying on or proposing to carry on a business which involves the use of the premises for licensable activities
--	--

Other Applicants

Personal Details - First Entry

Name	London Spacemakers ltd
------	------------------------

Address - First Entry

Street number or building name	
Street Description	
Town	
County	
Post code	
Registered number (where applicable)	
Description of applicant (for example, partnership, company, unincorporated association etc)	Limited Company

Contact Details - First Entry

Telephone number	
Email address	

Operating Schedule

When do you want the premises licence to start?

	01/11/2017
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If you wish the licence to be valid only for a limited period, when do you want it to end?

--	--

General description of premises (see guidance note 1)

Business - Application for a premises licence to be granted under the Licensing Act 2003

	138 Peckham Rye will open as a cocktail bar, serving hot food and providing a DJ for late night entertainment. There is a garden to the back of the premises which will be used as an additional seating area for customers. We plan on opening for a breakfast and lunch service in the future.
--	--

Please select the range of the number of people expected to attend the premises at any one time.

	Less than 5000
If 5,000 or more people are expected to attend the premises at any one time. Please state the number expected to attend	

Operating Schedule part 2

What licensable activities do you intend to carry on from the premises?

	(Please see sections 1 and 14 of the Licensing Act 2003 and schedule 1 and 2 to the Licensing Act 2003)
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Provision of regulated entertainment

	e) live music
	f) recorded music

Provision of late night refreshment

	i) Late night refreshment
--	---------------------------

Supply of alcohol

	j) Supply of alcohol
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E - Live Music

Will the performance of live music take place indoors or outdoors or both? (Please read guidance note 2)

Business - Application for a premises licence to be granted under the Licensing Act 2003

	Both
--	------

Please give further details here (Please read guidance note 3)

	We plan to occasionally allow for the provision of live music most likely un-amplified. This provision however will not be part of a weekly routine
--	---

Standard days and timings for Live Music (Please read guidance note 6)

Day	Start	Finish
Mon	13:00	15:00
	19:00	21:00
Tues	13:00	15:00
	19:00	21:00
Wed	13:00	15:00
	19:00	21:00
Thur	13:00	15:00
	19:00	21:00
Fri	13:00	15:00
	19:00	21:00
Sat	13:00	15:00
	19:00	21:00
Sun	13:00	15:00
	19:00	21:00

State any seasonal variations for the performance of live music (Please read guidance note 4)

--	--

Non standard timings. Where you intend to use the premises for the performance of live music at different times to those listed. (Please read guidance note 5)

--	--

F - Recorded Music

Will the playing of recorded music take place indoors or outdoors or both? (Please read guidance note 2)

	Both
--	------

Please give further details here (Please read guidance note 3)

	Whilst recorded music will be played outside, it will be at a much lower volume than
--	--

	inside, and be regarded as background music. The garden will be closed at an earlier point in the evening, as to not upset any neighbours and so adhering to our public nuisance licensing objective.
--	--

Standard days and timings for Recorded Music (Please read guidance note 6)

Day	Start	Finish
Mon	06:30	03:00
Tues	06:30	03:00
Wed	06:30	03:00
Thur	06:30	03:00
Fri	06:30	03:00
Sat	06:30	03:00
Sun	06:30	03:00

State any seasonal variations for playing recorded music (Please read guidance note 4)

--	--

Non standard timings. Where you intend to use the premises for the playing of recorded music entertainment at different times to those listed. (Please read guidance note 5)

--	--

I - Late Night Refreshment

Will the provision of late night refreshment take place indoors or outdoors or both? (Please read guidance note 2)

	Indoors
--	---------

Please give further details here (Please read guidance note 3)

	Hot food and alcohol will only be able to be purchased inside. It will only be able to be consumed outside until such a time before a late night refreshment provision is required.
--	---

Standard days & timings for Late night refreshment (Late night start time is from 23.00, see guidance notes 6)

Day	Start	Finish
Mon	23:00	03:00
Tues	23:00	03:00
Wed	23:00	03:00
Thur	23:00	03:00

Business - Application for a premises licence to be granted under the Licensing Act 2003

Monday	23:00	03:00
Tuesday	23:00	03:00
Wednesday	23:00	03:00

State any seasonal variations for the provision of late night refreshment (Please read guidance note 4)

--	--

On standard timings. Where you intend to use the premises for the provision of late night refreshment at different times, to those listed. Please list, (Please read guidance note 5)

--	--

Supply of Alcohol

Will the supply of alcohol be for consumption (Please read guidance note 7)

	On the premises
--	-----------------

Standard days and timings for Supply of alcohol (Please read guidance note 6)

Day	Start	Finish
Monday	10:00	03:00
Tuesday	10:00	03:00
Wednesday	10:00	03:00
Thursday	10:00	03:00
Friday	10:00	03:00
Saturday	10:00	03:00
Sunday	10:00	03:00

State any seasonal variations for the supply of alcohol (Please read guidance note 4)

--	--

On standard timings. Where you intend to use the premises for the supply of alcohol at different times to those listed. Please list, (Please read guidance note 5)

--	--

Please upload the consent form completed by the proposed premises supervisor

	DPS-Consent-1.jpg
--	-------------------

Business - Application for a premises licence to be granted under the Licensing Act 2003

Premises Supervisor

Full name of proposed designated premises supervisor

First names	Olga
Surname	Zajac

Address of proposed designated premises supervisor

Street number or Building name	
Street Description	
Town	
County	
Post code	

Personal licence number of proposed designated premises supervisor, if any,

Personal licence number (if known)	
Issuing authority (if known)	

K

Please highlight any adult entertainment or services, activities, other entertainment or matters ancillary to the use of the premises that may give rise to concern in respect of children (Please read guidance note 8)

	n/a
--	-----

L - Hours premises are open to public

Hours premises are open to the public (standard timings Please read guidance note 6)

Day	Start	Finish
Mon	06:30	03:00
Tues	06:30	03:00
Wed	06:30	03:00
Thur	06:30	03:00
Fri.	06:30	03:00
Sat	06:30	03:00
Sun	06:30	03:00

State any seasonal variations (Please read guidance note 4)

Business - Application for a premises licence to be granted under the Licensing Act 2003

--	--

Non standard timings. Where you intend to use the premises to be open to the public at different times from those listed. Please list, (Please read guidance note 5)

--	--

M - Steps to promote four licencing objectives

a) General - all four licensing objectives (b,c,d,e) (Please read guidance note 9)

	<ul style="list-style-type: none"> -Effective training of all staff so licensing objectives are adhered to. -No underage people to be served alcohol. -Challenge 25 to be implemented. -No drunk and disorderly behaviour allowed on premises. -Vigilance in preventing use and sale of illegal drugs. -Attention paid to children in order to prevent harm. -CCTV installed.
--	--

b) the prevention of crime and disorder

	<ul style="list-style-type: none"> -CCTV system to be installed. -Clear notices warning patrons of potential criminal activity. -Drunk customers not to be served. -Vigilance and prevention of illegal drug use. -Clear notice informing public of licensable activity and timings.
--	---

c) public safety

	<ul style="list-style-type: none"> -All staff trained to environmental health requirements. -Underage I.D checks to be implemented. -Log book kept of inspections made. -Premises to be kept well lit. -All fittings and apparatus within the premises to be maintained regularly.
--	---

d) the prevention of public nuisance

	<ul style="list-style-type: none"> -A direct line will be given to residents so that any issues can be dealt with immediately. -Noise reduction measures to be implemented. -Clear notices displayed requesting patrons to respect neighbours. -Deliveries only made during respectable hours. -Adequate time given to customers to leave premises to minimise public nuisance.
--	--

e) the protection of children from harm

	<ul style="list-style-type: none"> -Challenge 25 to be implemented. -Staff trained on identity checks. -Under 18's only allowed on premises with an adult after a set time.
--	--

Business - Application for a premises licence to be granted under the Licensing Act 2003

Please upload a plan of the premises

	<u>Plan-of-Premises.1.jpg</u>
--	-------------------------------

Please upload any additional information i.e. risk assessments

	<u>risk-assessment-and-policy.4.doc</u>
--	---

Checklist

	I have enclosed the plan of the premises. I understand that I must now advertise my application. I understand that if I do not comply with the above requirements my application will be rejected.
--	--

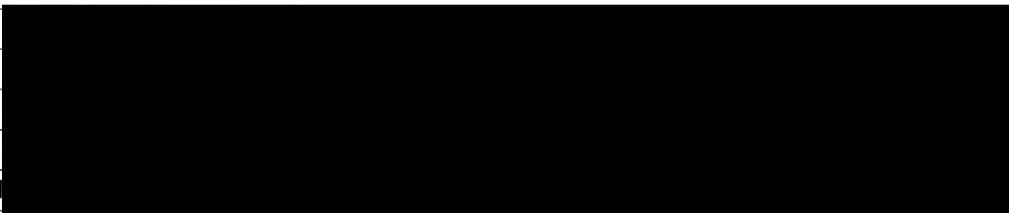
Home Office Declaration

Please tick to indicate agreement

<input type="checkbox"/>	I am a company or limited liability partnership
--------------------------	---

Declaration

I agree to the above statement

	
PaymentDescription	
AuthCode	
LicenceReference	
PaymentContactEmail	

The information you provide will be used fairly and lawfully and Southwark Council will not knowingly do anything which may lead to a breach of the Data Protection Act 1998.

From: McArthur, Wesley

Sent: 10 October 2017 11:55

To: Sharpe, Carolyn; 'Alcohol@homeoffice.gsi.gov.uk'; Newman, Paul; Fox, Roy; Earis, Richard; Tear, Jayne; SSCB; 'Ian.Clements@met.pnn.police.uk'; 'Graham.S.White@met.pnn.police.uk'; 'mark.A.Lynch@met.pnn.police.uk'; 'SouthwarkLicensing@met.pnn.police.uk';

'firesafetyregulationSE@london-fire.gov.uk'; Planning.Enquiries; environmental protection; Regen, Trading Standards; Regen, OHS; Public Health Licensing

Subject: RE: Application for a premises licence - Dirty Renegade, 138 Peckham Rye, London, SE15 4RZ (our ref: L1U 860293)

Dear Responsible Authorities,

Please note that the applicant has amended the above application so that the sale of alcohol at the premises finishes 30 minutes prior to the proposed closing time of the premises on each day, to allow for 'drinking up' time.

Therefore it is now proposed that the sale of alcohol finishes at 02:30 on each day of the week.

Regards,

Wesley McArthur

Principal Enforcement Officer

London Borough of Southwark

E-mail: wesley.mcarthur@southwark.gov.uk

General: licensing@southwark.gov.uk

Phone: 020 7525 5779

Fax: 020 7525 5705

Address: Licensing, Health & Safety, Hub 1, 3rd Floor, 160 Tooley Street, SE1 2QH

From: [REDACTED]

Sent: Tuesday, October 10, 2017 12:55 AM

To: McArthur, Wesley

Subject: Re: Application for a premises licence - Dirty Renegade, 138 Peckham Rye, London, SE15 4RZ (our ref: L1U 860293)

Hi Wesley,

A pleasure speaking with you earlier.

In regard to the on sales in our application and 'drinking up time', I can confirm we will cease sale of alcohol 30 minutes prior to closing time, so the last drink that will be served will be at 2:30am. Patrons will then be given 30 minutes to vacate - ensuring all customers will have left the venue by 3am.

Please don't hesitate to contact me if you would like any further clarification.

Kind regards,

[REDACTED]

[REDACTED]

From: Sharpe, Carolyn **On Behalf Of** Public Health Licensing
Sent: Tuesday, October 10, 2017 9:54 AM
To: Regen, Licensing
Cc: Public Health Licensing
Subject: RE: Consultation - 138 Rye Lane, Dirty Renegade

To whom it may concern:

Re: Dirty Renegade, 138 Rye Lane, SE15 4RZ

On behalf of the Director of Health and Wellbeing (incorporating the role of Director of Public Health) for Southwark (a responsible authority under the Licensing Act 2003) I wish to make representation in respect of the above.

This representation is made in respect of the following licensing objective(s):

- The prevention of crime and disorder
- Prevention of public nuisance
- Public safety

The applicant requests a new premises license for the supply of alcohol on the premises between 10:00 and 03:00 Monday to Sunday and an opening time of between 06:30 and 03:00 daily.

I have concerns regarding the hours of alcohol sales requested. Research suggests that increased hours of alcohol sales are associated with increased alcohol consumption, increased alcohol-related injuries, and increased alcohol-related harm. Additionally, the hours requested are considerably later than what is recommended in Southwark's Statement of Licensing Policy which suggests a closing time for public houses wine bars or other drinking establishments of 23:00 Sunday to Thursday and 00:00 Friday and Saturday.

Furthermore, this premises is located within the Peckham Cumulative Impact Policy area and in my opinion the applicant has not adequately rebutted the presumption that this premises will add to the cumulative impact of alcohol related harm in the local area.

Under section 140 of Southwark's Statement of Licensing Policy, examples of factors that Southwark may consider as demonstrating that there will be no impact in a Cumulative Impact Policy Area may include:

- Small premises intended to cease operation before midnight
- Premises which are not alcohol led and only operate during the day time economy
- Instances where an existing business operation is being relocated while maintaining the same style of operation
- Where a suite of conditions is proposed that will ensure that the premises operates in a specified manner. For instance, in the case of a food led operation, a suite of conditions that governs the minimum number of covers provided; that alcohol will only be provided by waiter / waitress service and together with a table meal.

Therefore I would recommend a closing time for alcohol sales be reduced to be in line with what is recommended in Southwark's Statement of Licensing Policy and I would request an accommodation limit for the premises is provided by the applicant.

If you have any further questions, please do not hesitate to contact me.

Yours sincerely,

Carolyn Sharpe

on behalf of Professor Kevin Fenton, Director of Health and Wellbeing (incorporating the role of Director of Public Health)

Carolyn Sharpe | carolyn.sharpe@southwark.gov.uk | 02075250025 | 07927563567

Public Health Policy Officer (People & Health Intelligence), London Borough of Southwark, 160 Tooley Street, London SE1 2QH

From: [Tear, Jayne](#)
To: [Regen. Licensing](#)
Cc: [McArthur, Wesley](#)
Subject: REPRESENTATION RE DIRTY RENEGADE
Date: 10 October 2017 17:45:22
Attachments: [Dirty Renegade.pdf](#)
Importance: High

Dear Licensing

Please find attached my representation regarding the above application,

With kind regards

Jayne

Jayne Tear - Principal Licensing Officer – As Responsible Authority for Licensing

Southwark Council | Licensing Unit

160 Tooley Street | London | SE1 2QH

Direct line 020 7525 0396 | Fax 020 7525 5735 | Call Centre 020 7525 2000

Visit our web pages <http://www.southwark.gov.uk/licensing>

MEMO: Licensing Unit

To	Licensing Unit	Date	10 October 2017
Copies			
From	Jayne Tear	Telephone	020 7525 0396
Email	Jayne.tear@southwark.gov.uk		

Subject Re: Dirty Renegade, 138 Rye Lane, London, SE15 4RZ

Application for a premises licence.

I write with regards to the above application for a premises licence submitted by London Spacemakers Limited under the licensing act 2003.

The application seeks the follows licensable activities:

- Live music (indoors and outdoors) on Monday to Sunday from 13:00 to 15:00 and 19:00 to 21:00
- Recorded music (indoors and outdoors) on Monday to Sunday from 06:30 to 03:00 the following day
- Late night refreshment (indoors) on Monday to Sunday from 23:00 to 03:00 the following day
- Supply of Alcohol (on the premises) on Monday to Sunday from 10:00 to 03:00 the following day
- The proposed opening hours will be on Monday to Sunday from 06:30 to 03:00 the following day

The premises is described as a *'Cocktail bar, serving hot food and providing a DJ for late night entertainment. There is a garden to the back of the premises which will be used as an additional seating area for customers. We plan on opening for a breakfast and lunch service in the future'*.

The premises is situated in Peckham Major Town Centre and under the Southwark Statement of Licensing policy 2016 - 2020 the appropriate closing times for public houses wine bars or other drinking establishments on Sunday to Thursday is 23:00 hours and for Friday and Saturday 00:00 hours. This premises also falls within the Peckham CIP Area.

My representation is submitted under the prevention of crime and disorder and the prevention of public nuisance licensing objectives and has regard to the Southwark Statement of Licensing Policy 2016 – 2020.

Section six of the policy (from page 32) deals with Southwark's local cumulative impact policies. This premises sits in the Peckham area as defined in paragraph 135 of the policy and as a cocktail bar this premises falls into the class of premises in 136 of the policy.

Therefore under 119 of the policy there is a rebuttable presumption that applications for new

premises licences/variations that are likely to add to the existing cumulative impact will normally be refused or subject to certain limitations. In such circumstances, it is for the applicant to demonstrate that the application will not, if granted, further contribute to the negative local cumulative impact on any one or more of the licensing objectives.

The applicant has not addressed the presumption to refuse this application within the operating schedule. I would recommend refusal of this application unless the applicant can demonstrate that the premises will not be contributing to crime and disorder and public nuisance within the policy area.

Further to this the application has not left any time between the last sale of alcohol and the closing time when patrons should have left the premises, this can lead to conflict between staff and the customer having purchased an alcoholic drink for consumption on the premises minutes before closing time and being asked to either finish the drink or hand it back and to leave the premises. Additionally this will encourage patrons to rush consumption of alcoholic drinks at the end of the night which can lead to antisocial behavior problems when patrons have left the premises.

As the hours asked for within the application are in excess of what is deemed appropriate for this area within the licensing policy. To promote the prevention of crime and disorder and the prevention of public nuisance I ask the applicant to consider the following:

- To amend the closing hours within the application to be in line with hours as appropriate within the licensing policy (that the premises will close on Sunday to Thursday at 23:00 hours and for Friday and Saturday 00:00 hours.)
- To amend the sales of alcohol 'on sales' and late night refreshment to cease at least half hour before the closing time of the premises on each night
- To amend recorded music to cease in line with the closing times on each night.

Due to the limited information on the application form I ask the applicant to provide the following information:

- An accommodation limit for the premises (to be conditioned)
- A written dispersal policy for the premises (to be conditioned)

I therefore submit this representation and welcome any discussion with the applicant to consider the above representation

Southward's Statement of Licensing Policy 2016 – 2020 can be found on the following link:
[http://www.southwark.gov.uk/downloads/download/4399/licensing_act_2003 -
_southwark_statement_of_licensing_policy_2016 - 2020](http://www.southwark.gov.uk/downloads/download/4399/licensing_act_2003_-_southwark_statement_of_licensing_policy_2016_-_2020)

Jayne Tear
Principal Licensing officer
In the capacity of the Licensing Responsible Authority

**The Licensing Unit
Floor 3
160 Tooley Street
London
SE1 2QH**

Metropolitan Police Service
Licensing Office
Southwark Police Station
323 Borough High Street
LONDON
SE1 1JL

Tel: 020 7232 6756

Email: southwarklicensing@met.police.uk

Our reference: MD/21/ 3031/17

Date: 11th October 2017

Dear Sir/Madam,

Re:- Dirty Renegade, 138 Rye Lane, SE15 4RZ

Police are in possession of an application from the above for a new premises licence. The application describes the operation as a Cocktail bar, serving hot food and providing late night DJ led entertainment.

Mon – Sun

Premises open to the public: 06:30 to 03:00

Supply of alcohol: 10:00 to 02:30

Recorded Music: 06:30 to 03:00

Late night refreshment: 23:00 to 03:00

The premises falls within the Peckham cumulative Impact Zone (CIZ) and the Peckham Major Town centre area as set out within the Council Licensing policy.

The application stops short of describing this venue as a night club and in fact seems to suggest that this is a Cocktail bar with ancillary entertainment by way of a DJ.

The operating schedule doesn't contain sufficient control measures for this venue to operate as a night club. I will therefore base my representation as this being (Other drinking establishment) as per Southwark's Licensing Policy.

The terminal hour as per the policy for such establishments would be no later than midnight at the weekends and 23:00 Sunday to Thursday.

The hours as per the application are substantially greater, coupled with the fact that this venue is situated in Peckham's CIZ, I would have expected to see an application containing evidence to rebut the presumption that this application is refused.

For a premise hoping to operate and provide regulated entertainment for between 06:30 and 03:00 and alcohol between 10:00 and 02:30 I would have expected a very detailed application with detailed control measures with attached business plans, including a detailed dispersal policy and security provisions.

This application contains very little in the way of detail of the proposed control measures and conditions to promote the licensing objectives, in particular the prevention of crime and disorder.

It is for this reason that I am of the opinion that the applicant has failed to address the licensing objectives and this application should be refused.

Submitted for consideration

Yours Sincerely

PC Ian Clements 362MD

Southwark Police Licensing Unit

Tel: 020 7232 6756

Email: ian.clements@met.pnn.police.uk

From: Masini, Bill bill.masini@southwark.gov.uk
Sent: Friday, October 27, 2017 1:43 PM
To: Regen, Licensing
Cc: Tear, Jayne
Subject: Application for premises licence - Dirty Renegade 138 Rye Lane SE15 4RZ

As a Responsible Authority under The Licensing Act, Trading Standards are in receipt of the application by London Spacemakers Ltd for a Premises Licence for a premise to be known as Dirty Renegade at 138 Rye Lane London SE15 4RZ and respond accordingly under the Licensing objective of The Protection of Children from harm.

The application seeks to have licensable hours up to 3.00am

The application makes a number of statements about the operating schedule at Paragraph M in the application but no details as to how it intends to implement these. Whilst Trading Standards welcome the statements about such things as staff training and Challenge 25, if a Premises Licence is to be granted, for clarity and avoidance of any doubt, Trading Standards would therefore like the following conditions on the licence:

- That a challenge 25 scheme shall be maintained at the premises requiring that staff selling alcohol request that any customer who looks under 25 years old, and who is attempting to purchase alcohol, provides valid photographic identification proving that the customer is at least 18 years old. Valid photographic identification is composed of a driving licence, passport, UK armed services ID card and any Proof of Age Standards Scheme (PASS) accredited card such as the Proof of Age London (PAL) card.
- That all staff involved in the sale of alcohol shall be trained in the prevention of sales of alcohol to underage persons, and the challenge 25 scheme in operation at the premises. A record of such training shall be kept / be accessible at the premises at all times and be made immediately available for inspection at the premises to council or police officers on request. The training record shall include the trainee's name (in block capitals), the trainer's name (in block capitals), the signature of the trainee, the signature of the trainer, the date(s) of training and a declaration that the training has been received.
- That clearly legible signs shall be prominently displayed where they can easily be seen and read by customers stating to the effect that a challenge 25 policy is in operation at the premises, that customers may be asked to provide proof of age and stating what the acceptable forms of proof of age are. Such signage shall be displayed at all entrances, points of sale and in all areas where alcohol is displayed for sale. The signage shall be kept free from obstructions at all times.
- That a register of refused sales of alcohol shall be maintained in order to demonstrate effective operation of the challenge 25 policy. The register shall be clearly and legibly marked on the front cover as a register of refused sales, with the address of the premises and with the name and address of the licence holder. The register shall be kept / be accessible at the premises at all times. On a monthly basis, the Designated Premises Supervisor (DPS) shall check the register to ensure it is being properly completed. The DPS shall sign and date the register to that effect and where appropriate take corrective action in a timely manner if the register is not being completed correctly. The register shall be made immediately available for inspection at the premises to council or police officers on request.

However, of serious concern is the failure to properly address children being on the premise, namely the issues around them being accompanied by a responsible adult and times at which they can be on the premises whether accompanied or not.

The statement in the application “Under 18’s only allowed on premises with an adult after a set time” in paragraph e of section M is totally unacceptable. It is vague and, as worded, allows unaccompanied children on the premises until an undisclosed “set time” (how was that to be “set”?) and also seeks to allow accompanied children on the premises 7 days a week until 3.00am. Trading Standards object to the licence application as submitted and request the applicant to address this issue.

Bill Masini - Trading Standards Officer

Southwark Council Trading Standards | Environment & Social Regeneration

3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX

Direct line 020 7525 2629 | Fax 020 7525 5735 | Call Centre 020 7525 2000

Visit our web pages www.southwark.gov.uk/TradingStandards

Need clear practical consumer advice? Visit Consumer Direct at www.direct.gov.uk/consumer

From: [Jason Hoffman](#)
To: [Sharpe, Carolyn](#)
Cc: [McArthur, Wesley](#)
Subject: 138 Rye Lane. Premises License.
Date: 21 November 2017 23:29:42
Attachments: [Cover Letter.doc](#)
[Dispersal policy.doc](#)
[Draft Business Introduction Letter .doc](#)
[Occupancy Figure Calculations.doc](#)
[Operating schedule.doc](#)
[Proposed Conditions.doc](#)

Dear Carolyn Sharpe,

Thank you for your Representation dated 10.10.2017 regarding our Premises License for 138 Rye Lane. Attached is a Cover Letter replying to the issues you have raised, and supporting documents.

I have also attached our proposed conditions that we agree to put in place.

Attached:

- 1) Cover Letter
- 2) Proposed Conditions
- 3) Occupancy Figure Calculations
- 4) Occupancy Figure Calculations Map
- 5) Dispersal Policy
- 6) Operating Schedule
- 7) Draft Introduction Business Letter
- 8) Site Map - Inside
- 9) Site Map - Garden

- So as to not exceed the mb limit per email - I will send the last 5 documents in a separate email.

- 10) Risk Assessment
- 11) Signed Risk Assessment
- 12) Age Verification Policy Staff Declaration
- 13) Challenge 25 Poster
- 14) Refusal Log

If you are unable to open any of these files, please let me know and I will re-send in a different format.

I hope this is enough to satisfy Public Health, however we are more than happy to add further restrictions to the license that you may deem necessary, in order to ensure we are able to trade safely and successfully.

Please note that we are in the process of arranging a Noise Impact Assessment, and will send to the Public Health upon its completion.

Please let me know at your earliest convenience your thoughts, as it is my hope we are able to reach an agreement without the application having to go to committee.

Kindest regards,

Jason Hoffman.
tel:

www.londonspacemakers.com

London Spacemakers | London Spacemakers

www.londonspacemakers.com

Urban Planning and Design for the renewal and revitalisation of public spaces

Dear Carolyn Sharpe

We note your representation for our application for 138 Rye Lane, and fully understand the concerns you have raised. I hope I am able to clarify all of these issues and illustrate how we plan on ensuring all licensing objectives are adhered to - and how we will not further contribute to the negative local cumulative impact on the surrounding area. It is my intention that by clarifying all these issues, I am able to give you a much clearer understanding as to our intentions for the business.

Your representation was partly submitted under The Prevention of Crime and Disorder, The Prevention of Public Nuisance, and Public Safety. We will be putting the following measures in place to ensure these licensing objectives are strictly adhered to. These will be in addition to the Proposed Conditions (attached)

The Prevention of Crime and Disorder:

- 1) A full and comprehensive CCTV system will be installed throughout the site. This will monitor entrances, exits, the garden, and all other parts of the premises. Recordings will be kept for a minimum of 31 days. All managers will be trained in how to use this system in case police might require any footage. Please see the site map included, which illustrates exactly where these cameras will be placed.
- 2) There will be strictly no selling of alcohol to drunk or intoxicated customers. Water will however be provided for any customers deemed to be drunk on the premises. Staff will be trained to spot these customers and help to ensure they are offered water without having to ask for it.
- 3) We will have two SIA approved security on the door during busy periods. We expect this to be on a Friday and Saturday night from 19:30pm to close. They will be easily identifiable by wearing a uniform and high-vis jacket.. They will remain on the door and ensure no drunk people will be able to enter the venue, and no alcohol or glass will be taken out from the venue. A clicker counter will be used to ensure capacity limits are not surpassed.
- 4) All management will be expected to undergo First Aid training and take an SIA training course to ensure a safe and professional environment will be created at

all times. This cost of this training will be covered by the business.

- 5) Once the bar is closed, customers will be given up to 30 minutes to leave the venue. This is to ensure people are able to leave in small groups, and therefore any issues that might negatively affect the immediate area is kept to a minimum.
- 6) A clear and legible notice will be put up outside the premises, indicating the hours during which licensable activities are permitted.
- 7) All staff will be trained in the prevention and vigilance of any potential illegal drug use in the venue.
- 8) Clear notices will be displayed, warning of potential criminal activity - such as theft that may target customers.
- 9) Clear signage will be put up, reminding customers to respect the neighbours and leave quietly. The door staff will also repeat this reminder verbally, as customers leave the venue at the end of the night.
- 10) Hot food will be available for customers at a fair and affordable price, at all times alcohol is available.
- 11) An alarm system will be installed at the premises to protect it when closed. This will be integrated with the CCTV system and will notify the police if activated.
- 12) External lighting will be used as a crime deterrence, however care will be taken so that lighting doesn't impact on neighbours
- 13) Daily staff briefings will take place at management handover, to help improve working practices.
- 14) We will deliberately run below capacity to afford comfort to the customers and avoid conflict, violence or aggression.
- 15) A line of communication will be set up between other licensed venues and police to enable information regarding any issues to be shared

quickly. Please see 'Cumulative Impact Policy' for more information regarding this.

- 16) A zero tolerance policy towards drugs and the carrying of weapons will be implemented. Posters will be displayed to remind customers of this. There will be a clear process put in place for seizing retaining and documenting drugs and weapons.
- 17) All bags will be checked on the door, by door staff on Fridays and Saturdays from 19:30pm.
- 18) Drug awareness training will be provided for all staff and a record will be kept of the date and name of the person trained
- 19) There will be no secluded or dimly lit parts of the premises which may encourage crime
- 20) Mirrors will be purposely used to aid supervision and act as a deterrent to thieves
- 21) A lost and found policy will be put in place behind the bar, which will include logging and disposal of property. Passports and ID will be handed to the police.
- 22) Any alcohol displayed will be done so out of reach of customers, and will be covered by CCTV
- 23) There will always be at least two members of staff at the end of the evening to manage a controlled shut down of the premises and maintain good order as people leave
- 24) Staff will be trained to be aware of their responsibilities under the Licensing Act 2003 and will be able to recognize appropriate 'cut off' points so as to not serve any drunk customers - reducing the likelihood of fights or aggressive behaviour. Records will be kept of all staff trained, and be available to the police or licensing authority if necessary.
- 25) A Duty of Care policy regarding people suffering adversely from the effects of alcohol will be put in place. It will clearly express that every effort will be made by staff to prevent patrons from deteriorating to an uncontrolled intoxicated extent. All staff will be briefed on the policy

- 26) Drink Aware posters will be displayed in the premises to remind customers of the unit content in alcoholic drinks and safe alcohol consumption limits
- 27) Strong Beer and Cider above 5.5 ABV will not be made available.

The prevention of public nuisance

- 1) There will be no 'cheap alcohol' or binge drinking promotions to take place. Alcohol will be priced responsibly and not encourage excessive drinking. We aim to create an intimate space where cocktails can be sipped and enjoyed, rather than knocked back in quick succession. Staff will be trained to spot drunk customers, and cut them off and offer water before any further escalation takes place.
- 2) A stretch canvas roof will be installed in the garden to help minimise noise pollution for any neighbouring residents. Background music in the garden will not be played at a volume where it is audible to neighbouring residential properties. A noise assessment will be conducted to find out what the appropriate levels are to achieve this and , and a decibel meter will be kept on site to ensure this remains the case
- 3) The garden will close at 10pm and customers will be brought inside. There will be prominent signage in the garden area informing customers of the closing time for the garden, and a member of staff will give all customers a personal and intimate notice 10 minutes prior to the time. We will install soundproofing within the inside of the venue, to ensure any noise inside does not affect neighboring residents.
- 4) There will be prominent, clear and legible notices displayed at the exit requesting the public to respect the needs of nearby residents and to leave the premises and the area quietly. The door staff will again repeat this verbally as customers are leaving.
- 5) Deliveries of goods necessary for the operation of the business will be carried out at a time and manner, as to prevent nuisance and disturbance to nearby residents.

- 6) Any staff that arrive very early in the morning or leave very late at night will be trained to conduct themselves in such a way to avoid causing disturbance to nearby residents.
- 7) Customers will be asked not to stand around loudly talking in the street outside the premises.
- 8) Customers will not be admitted into the premises out of the opening hours.
- 9) Rubbish will be put out in line with Southwark council's timings for rubbish collection, for collection from Southwark Business Waste and Recycling ltd.
- 10) Any lighting on or outside the premises will be positioned and screened in such a way so as to not cause a disturbance to nearby residents.
- 11) Polycarbonate glassware will be used after 22:00pm.
- 12) A business introduction letter will be posted to all neighbouring residents to inform them of who we are and our licensing hours. This will also include a direct phone number to the manager on duty, if any issues were to arise. Please see the draft introduction letter (attached)
- 13) The details of a local minicab service will be kept behind the bar to help anyone get home who is not aware of public transport services in the local area. Staff will also be trained in local transport links in the area, so can relay appropriate information to customers leaving the venue.
- 14) There will be a smoking area at the front of the premises, however security will ensure that no more than four people can be outside at any one time, so large groups do not congregate outside- therefore minimising noise pollution.
- 15) We will actively promote non-alcoholic cocktails and will stock non-alcoholic beer. Customers will be given a clear choice at the bar between alcoholic and non-alcoholic drinks.

Public Safety

- 1) Internal and external lighting will be bright enough to avoid tripping hazards.
- 2) Staff will be trained to adhere to all environmental health requirements.
- 3) Strictly no underage customers will be served. All staff will be trained in the implementation of underage ID checks.
- 4) All parts of the premises, fittings and apparatus will be maintained at all times in order to ensure good order and a safe condition.
- 5) Polycarbonate glassware will be used after 22:00.pm
- 6) SIA trained, and First Aid trained management will be on site and front of house at all times.
- 7) Fire Extinguishers to be placed at the entrance, behind the bar, in the kitchen and in the garden.

The protection of children from harm

- 1) Challenge 25 will be adopted to ensure anyone under 18 will not be served alcohol.
- 2) Staff will be trained in regards to asking for and establishing identification and age.
- 3) No one under the age of 18 will be allowed inside the venue after 19:30pm

As well as these measures, we have also clarified the following points with Trading Standards.

- That a challenge 25 scheme shall be maintained at the premises requiring that staff selling alcohol request that any customer who looks under 25 years old, and who is attempting to purchase alcohol, provides valid photographic identification proving that the customer is at least 18 years old. Valid photographic identification is composed of a driving licence, passport, UK armed services ID card and any Proof of Age Standards Scheme (PASS) accredited card such as the Proof of Age London (PAL) card.
 - Any staff responsible for the sale of alcohol in the premises will be made to sign an Age Verification Policy Staff Declaration (attached).

- That all staff involved in the sale of alcohol shall be trained in the prevention of sales of alcohol to underage persons, and the challenge 25 scheme in operation at the premises. A record of such training shall be kept / be accessible at the premises at all times and be made immediately available for inspection at the premises to council or police officers on request. The training record shall include the trainee's name (in block capitals), the trainer's name (in block capitals), the signature of the trainee, the signature of the trainer, the date(s) of training and a declaration that the training has been received.
 - This will be done through the CPL Training Group and evidence will be submitted to Trading Standards before the sale of alcohol is to take place.
 - Further to this, management will also be provided First Aid training and SIA training to ensure a safe environment can be created at all times.

- That clearly legible signs shall be prominently displayed where they can easily be seen and read by customers stating to the effect that a challenge 25 policy is in operation at the premises, that customers may be asked to provide proof of age and stating what the acceptable forms of proof of age are. Such signage shall be displayed at all entrances, points of sale and in all areas where

alcohol is displayed for sale. The signage shall be kept free from obstructions at all times.

- Please see Challenge 25 Poster (attached) that will be put up at the entrance of the premises and clearly behind the bar.
- That a register of refused sales of alcohol shall be maintained in order to demonstrate effective operation of the challenge 25 policy. The register shall be clearly and legibly marked on the front cover as a register of refused sales, with the address of the premises and with the name and address of the licence holder. The register shall be kept / be accessible at the premises at all times. On a monthly basis, the Designated Premises Supervisor (DPS) shall check the register to ensure it is being properly completed. The DPS shall sign and date the register to that effect and where appropriate take corrective action in a timely manner if the register is not being completed correctly. The register shall be made immediately available for inspection at the premises to council or police officers on request.
- Refusal Log (attached) will be kept behind the bar at all times, and will be maintained and managed by the DPS Jason Hoffman.

Cumulative Impact Policy

We have had a chance to go through in detail the relevant sections of the Southwark Statement of Licensing Policy.

As such, we are very aware of the issues surrounding The Cumulative Impact Policy, and would like to assure you, we take our responsibilities as a possible licensed venue very seriously.

We are hereby amending our licensing hours to the following:

Monday-Thursday	- 11am -2am
Friday-Saturday	- 11am -3am
Sunday	- 11am -1am

This is to include the supply of alcohol, live music, recorded music and late night refreshment.

I can confirm we will cease the supply of alcohol, live music, recorded music and late night refreshment, 30 minutes prior to closing time on each day. This will ensure the last drink, and all music will cease at:

Monday-Thursday - 1:30am
Friday-Saturday - 2:30am
Sunday - 12:30am

Patrons will then be given 30 minutes to vacate - ensuring all customers will have left the venue by closing time for that day.

We note your request for us to amend our closing hours to be in line with the licensing policy. We are more than willing to add further conditions to our premises license that Public Health deems necessary, to ensure we can achieve these hours safely, professionally and successfully. We would like to cultivate a close working relationship with yourselves and the other Responsible Authorities within Southwark Council to help work together for the benefit of the local community.

We will take it upon ourselves to contact other licensed venues in the surrounding area, and set up a form of communication between us - most likely a 'Whatsapp' group. This will be done for the sole purpose that any problem one venue is experiencing - a problem customer for example, can be relayed to the other venues in real time, so that everyone is aware of the issue and can take appropriate steps to not exacerbate the situation. Problems such as drunk and disorderly customers are perhaps inevitable in a Cumulative impact Area - however by being proactive as a business community, I believe we can positively fight against these negative issues. We were running a street food market in Brixton last summer and were part of a similar arrangement. We found this to be an extremely effective way of stopping problem customers entering the venue, and warning other venues in turn. It may also help to have local police as part of the group to help deal with potential issues that may arise.

In order to further decrease any potential negative impact on the Cumulative Policy,

we are decreasing the capacity for the venue to help ensure we are able to properly manage the people inside. Using official Occupancy Calculations, we have calculated the number of people that can safely reside in the premises is 95. We have however set a more modest figure of 85 people, which is a figure we feel we can realistically manage professionally and successfully, so would ask you take this into consideration. Please see the document 'Occupancy Figure Calculations' for further information regarding this.

Our Application form was under the working title 'Dirty Renegade'. After gauging much public opinion (and in particular, my mother) we will not be using this title for the name of the business. We will likely name the bar an abstract title as to ensure not to upset anyone who may take offence to the name. We are currently working with the title 'One Three Eight'.

London Spacemakers is a company made up of Jason Hoffman and Olga Zajac, who collectively have over 20 years experience in the hospitality industry. We have both managed many venues over the years, from pubs and bars to clubs and restaurants, and opened our first business in Brixton in 2015 - a street food market and cocktail bar, driven by a core philosophy of Placemaking - so are very adept at running an operation such as this, both safely and successfully. We look forward to working alongside the council, and will be more than happy to take any suggestions on board, to ensure this business can be one which has a positive impact on Peckham, and adds to the already rich and varied culture in the area.

From: [Jason Hoffman](#)
To: [Tear, Jayne](#)
Cc: [McArthur, Wesley](#)
Subject: 138 Rye Lane. Premises License.
Date: 21 November 2017 21:43:51
Attachments: [Cover Letter.doc](#)
[Dispersal policy.doc](#)
[Draft Business Introduction Letter.doc](#)
[Occupancy Figure Calculations.doc](#)
[Operating schedule.doc](#)
[Proposed Conditions.doc](#)

Dear Jane Tear,

Thank you for your Representation dated 10.10.2017 regarding our Premises License for 138 Rye Lane. Attached is a Cover Letter replying to the issues you have raised, and supporting documents.

I have also attached our proposed conditions that we agree to put in place.

Attached:

- 1) Cover Letter
- 2) Proposed Conditions
- 3) Occupancy Figure Calculations
- 4) Occupancy Figure Calculations Map
- 5) Dispersal Policy
- 6) Operating Schedule
- 7) Draft Introduction Business Letter
- 8) Site Map - Inside
- 9) Site Map - Garden

- So as to not exceed the mb limit per email - I will send the last 5 documents in a separate email.

- 10) Risk Assessment
- 11) Signed Risk Assessment
- 12) Age Verification Policy Staff Declaration
- 13) Challenge 25 Poster
- 14) Refusal Log

If you are unable to open any of these files, please let me know and I will re-send in a different format.

I hope this is enough to satisfy the Licensing Team, however we are more than happy to add further restrictions to the license that you may deem necessary, in order to ensure we are able to trade safely and successfully.

Please note that we are in the process of arranging a Noise Impact Assessment, and will send to the Licensing Team upon its completion.

Please let me know at your earliest convenience your thoughts, as it is my hope we are able to reach an agreement without the application having to go to committee.

Kindest regards,

Jason Hoffman.
tel:

www.londonpacemakers.com

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www.londonpacemakers.com

Urban Planning and Design for the renewal and revitalisation of public spaces

Dear Jayne Tear,

We note your representation for our application for 138 Rye Lane, and fully understand the concerns you have raised. I hope I am able to clarify all of these issues and illustrate how we plan on ensuring all licensing objectives are adhered to - and how we will not further contribute to the negative local cumulative impact on the surrounding area. It is my intention that by clarifying all these issues, I am able to give you a much clearer understanding as to our intentions for the business.

Your representation was partly submitted under The Prevention of Crime and Disorder, and The Prevention of Public Nuisance. We will be putting the following measures in place to ensure these licensing objectives are strictly adhered to. These will be in addition to the Proposed Conditions (attached)

The Prevention of Crime and Disorder:

- 1) A full and comprehensive CCTV system will be installed throughout the site. This will monitor entrances, exits, the garden, and all other parts of the premises. Recordings will be kept for a minimum of 31 days. All managers will be trained in how to use this system in case police might require any footage. Please see the site map included, which illustrates exactly where these cameras will be placed.
- 2) There will be strictly no selling of alcohol to drunk or intoxicated customers. Water will however be provided for any customers deemed to be drunk on the premises. Staff will be trained to spot these customers and help to ensure they are offered water without having to ask for it.
- 3) We will have two SIA approved security on the door during busy periods. We expect this to be on a Friday and Saturday night from 19:30pm to close. They will be easily identifiable by wearing a uniform and high-vis jacket. They will remain on the door and ensure no drunk people will be able to enter the venue, and no alcohol or glass will be taken out from the venue. A clicker counter will be used to ensure capacity limits are not surpassed.
- 4) All management will be expected to undergo First Aid training and take an SIA training course to ensure a safe and professional environment will be created at

all times. This cost of this training will be covered by the business.

- 5) Once the bar is closed, customers will be given up to 30 minutes to leave the venue. This is to ensure people are able to leave in small groups, and therefore any issues that might negatively affect the immediate area is kept to a minimum.
- 6) A clear and legible notice will be put up outside the premises, indicating the hours during which licensable activities are permitted.
- 7) All staff will be trained in the prevention and vigilance of any potential illegal drug use in the venue.
- 8) Clear notices will be displayed, warning of potential criminal activity - such as theft that may target customers.
- 9) Clear signage will be put up, reminding customers to respect the neighbours and leave quietly. The door staff will also repeat this reminder verbally, as customers leave the venue at the end of the night.
- 10) Hot food will be available for customers at a fair and affordable price, at all times alcohol is available.
- 11) An alarm system will be installed at the premises to protect it when closed. This will be integrated with the CCTV system and will notify the police if activated.
- 12) External lighting will be used as a crime deterrence, however care will be taken so that lighting doesn't impact on neighbours
- 13) Daily staff briefings will take place at management handover, to help improve working practices.
- 14) We will deliberately run below capacity to afford comfort to the customers and avoid conflict, violence or aggression.
- 15) A line of communication will be set up between other licensed venues and police to enable information regarding any issues to be shared

quickly. Please see 'Cumulative Impact Policy' for more information regarding this.

- 16) A zero tolerance policy towards drugs and the carrying of weapons will be implemented. Posters will be displayed to remind customers of this. There will be a clear process put in place for seizing retaining and documenting drugs and weapons.
- 17) All bags will be checked on the door, by door staff on Fridays and Saturdays from 19:30pm.
- 18) Drug awareness training will be provided for all staff and a record will be kept of the date and name of the person trained
- 19) There will be no secluded or dimly lit parts of the premises which may encourage crime
- 20) Mirrors will be purposely used to aid supervision and act as a deterrent to thieves
- 21) A lost and found policy will be put in place behind the bar, which will include logging and disposal of property. Passports and ID will be handed to the police.
- 22) Any alcohol displayed will be done so out of reach of customers, and will be covered by CCTV
- 23) There will always be at least two members of staff at the end of the evening to manage a controlled shut down of the premises and maintain good order as people leave
- 24) Staff will be trained to be aware of their responsibilities under the Licensing Act 2003 and will be able to recognize appropriate 'cut off' points so as to not serve any drunk customers - reducing the likelihood of fights or aggressive behaviour. Records will be kept of all staff trained, and be available to the police or licensing authority if necessary.
- 25) A Duty of Care policy regarding people suffering adversely from the effects of alcohol will be put in place. It will clearly express that every effort will be made by staff to prevent patrons from deteriorating to an uncontrolled intoxicated extent. All staff will be briefed on the policy

- 26) Drink Aware posters will be displayed in the premises to remind customers of the unit content in alcoholic drinks and safe alcohol consumption limits
- 27) Strong Beer and Cider above 5.5 ABV will not be made available.

The prevention of public nuisance

- 1) There will be no 'cheap alcohol' or binge drinking promotions to take place. Alcohol will be priced responsibly and not encourage excessive drinking. We aim to create an intimate space where cocktails can be sipped and enjoyed, rather than knocked back in quick succession. Staff will be trained to spot drunk customers, and cut them off and offer water before any further escalation takes place.
- 2) A stretch canvas roof will be installed in the garden to help minimise noise pollution for any neighbouring residents. Background music in the garden will not be played at a volume where it is audible to neighbouring residential properties. A noise assessment will be conducted to find out what the appropriate levels are to achieve this and , and a decibel meter will be kept on site to ensure this remains the case
- 3) The garden will close at 10pm and customers will be brought inside. There will be prominent signage in the garden area informing customers of the closing time for the garden, and a member of staff will give all customers a personal and intimate notice 10 minutes prior to the time. We will install soundproofing within the inside of the venue, to ensure any noise inside does not affect neighboring residents.
- 4) There will be prominent, clear and legible notices displayed at the exit requesting the public to respect the needs of nearby residents and to leave the premises and the area quietly. The door staff will again repeat this verbally as customers are leaving.
- 5) Deliveries of goods necessary for the operation of the business will be carried out at a time and manner, as to prevent nuisance and disturbance to nearby residents.

- 6) Any staff that arrive very early in the morning or leave very late at night will be trained to conduct themselves in such a way to avoid causing disturbance to nearby residents.
- 7) Customers will be asked not to stand around loudly talking in the street outside the premises.
- 8) Customers will not be admitted into the premises out of the opening hours.
- 9) Rubbish will be put out in line with Southwark council's timings for rubbish collection, for collection from Southwark Business Waste and Recycling ltd.
- 10) Any lighting on or outside the premises will be positioned and screened in such a way so as to not cause a disturbance to nearby residents.
- 11) Polycarbonate glassware will be used after 22:00pm.
- 12) A business introduction letter will be posted to all neighbouring residents to inform them of who we are and our licensing hours. This will also include a direct phone number to the manager on duty, if any issues were to arise. Please see the draft introduction letter (attached)
- 13) The details of a local minicab service will be kept behind the bar to help anyone get home who is not aware of public transport services in the local area. Staff will also be trained in local transport links in the area, so can relay appropriate information to customers leaving the venue.
- 14) There will be a smoking area at the front of the premises, however security will ensure that no more than four people can be outside at any one time, so large groups do not congregate outside- therefore minimising noise pollution.
- 15) We will actively promote non-alcoholic cocktails and will stock non-alcoholic beer. Customers will be given a clear choice at the bar between alcoholic and non-alcoholic drinks.

Public Safety

- 1) Internal and external lighting will be bright enough to avoid tripping hazards.
- 2) Staff will be trained to adhere to all environmental health requirements.
- 3) Strictly no underage customers will be served. All staff will be trained in the implementation of underage ID checks.
- 4) All parts of the premises, fittings and apparatus will be maintained at all times in order to ensure good order and a safe condition.
- 5) Polycarbonate glassware will be used after 22:00.pm
- 6) SIA trained, and First Aid trained management will be on site and front of house at all times.

The protection of children from harm

- 1) Challenge 25 will be adopted to ensure anyone under 18 will not be served alcohol.
- 2) Staff will be trained in regards to asking for and establishing identification and age.
- 3) No one under the age of 18 will be allowed inside the venue after 19:30pm

As well as these measures, we have also clarified the following points with Trading Standards.

- That a challenge 25 scheme shall be maintained at the premises requiring that staff selling alcohol request that any customer who looks under 25 years old, and who is attempting to purchase alcohol, provides valid photographic identification proving that the customer is at least 18 years old. Valid photographic identification is composed of a driving licence, passport, UK armed services ID card and any Proof of Age Standards Scheme (PASS) accredited card such as the Proof of Age London (PAL) card.
 - Any staff responsible for the sale of alcohol in the premises will be made to sign an Age Verification Policy Staff Declaration (attached).
- That all staff involved in the sale of alcohol shall be trained in the prevention of sales of alcohol to

underage persons, and the challenge 25 scheme in operation at the premises. A record of such training shall be kept / be accessible at the premises at all times and be made immediately available for inspection at the premises to council or police officers on request. The training record shall include the trainee's name (in block capitals), the trainer's name (in block capitals), the signature of the trainee, the signature of the trainer, the date(s) of training and a declaration that the training has been received.

- This will be done through the CPL Training Group and evidence will be submitted to Trading Standards before the sale of alcohol is to take place.
- Further to this, management will also be provided First Aid training and SIA training to ensure a safe environment can be created at all times.
- That clearly legible signs shall be prominently displayed where they can easily be seen and read by customers stating to the effect that a challenge 25 policy is in operation at the premises, that customers may be asked to provide proof of age and stating what the acceptable forms of proof of age are. Such signage shall be displayed at all entrances, points of sale and in all areas where alcohol is displayed for sale. The signage shall be kept free from obstructions at all times.
 - Please see Challenge 25 Poster (attached) that will be put up at the entrance of the premises and clearly behind the bar.
- That a register of refused sales of alcohol shall be maintained in order to demonstrate effective operation of the challenge 25 policy. The register shall be clearly and legibly marked on the front cover as a register of refused sales, with the address of the premises and with the name and address of the licence holder. The register shall be kept / be accessible at the premises at all times. On a monthly basis, the Designated Premises Supervisor (DPS) shall check the register to ensure it is being properly completed. The DPS shall sign and date the register to that effect and where appropriate take corrective action in a timely manner if the register is not being completed

correctly. The register shall be made immediately available for inspection at the premises to council or police officers on request.

- Refusal Log (attached) will be kept behind the bar at all times, and will be maintained and managed by the DPS Jason Hoffman.

Cumulative Impact Policy

We have had a chance to go through in detail the relevant sections of the Southwark Statement of Licensing Policy.

As such, we are very aware of the issues surrounding The Cumulative Impact Policy, and would like to assure you, we take our responsibilities as a possible licensed venue very seriously.

We are hereby amending our licensing hours to the following:

Monday-Thursday	- 11am -2am
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Monday-Thursday	- 1:30am
Friday-Saturday	- 2:30am
Sunday	- 12:30am

Patrons will then be given 30 minutes to vacate - ensuring all customers will have left the venue by closing time for that day.

We note your request for us to amend our closing hours to be in line with the licensing policy. We are more than willing to add further conditions to our premises license that the licensing team deems necessary, to ensure we can achieve these hours safely, professionally and successfully. We would like to cultivate a close working relationship with yourselves and the other Responsible Authorities within Southwark Council to help work together for the benefit of the local community.

We will take it upon ourselves to contact other licensed venues in the surrounding area, and set up a form of

communication between us - most likely a 'Whatsapp' group. This will be done for the sole purpose that any problem one venue is experiencing - a problem customer for example, can be relayed to the other venues in real time, so that everyone is aware of the issue and can take appropriate steps to not exacerbate the situation. Problems such as drunk and disorderly customers are perhaps inevitable in a Cumulative impact Area - however by being proactive as a business community, I believe we can positively fight against these negative issues. We were running a street food market in Brixton last summer and were part of a similar arrangement. We found this to be an extremely effective way of stopping problem customers entering the venue, and warning other venues in turn. It may also help to have local police as part of the group to help deal with potential issues that may arise.

In order to further decrease any potential negative impact on the Cumulative Policy, we are decreasing the capacity for the venue to help ensure we are able to properly manage the people inside. Using official Occupancy Calculations, we have calculated the number of people that can safely reside in the premises is 95. We have however set a more modest figure of 85 people, which is a figure we feel we can realistically manage professionally and successfully, so would ask you take this into consideration. Please see the document 'Occupancy Figure Calculations' for further information regarding this.

Our Application form was under the working title 'Dirty Renegade'. After gauging much public opinion (and in particular, my mother) we will not be using this title for the name of the business. We will likely name the bar an abstract title as to ensure not to upset anyone who may take offence to the name. We are currently working with the title 'One Three Eight'.

London Spacemakers is a company made up of Jason Hoffman and Olga Zajac, who collectively have over 20 years experience in the hospitality industry. We have both managed many venues over the years, from pubs and bars to clubs and restaurants, and opened our first business in Brixton in 2015 - a street food market and cocktail bar, driven by a core philosophy of Placemaking - so are very adept at running an operation such as this, both safely and successfully. We look forward to working alongside the council, and will be more than happy to take any

suggestions on board, to ensure this business can be one which has a positive impact on Peckham, and adds to the already rich and varied culture in the area.

From: [Jason Hoffman](#)
To: southwarklicensing@met.police.uk
Cc: [McArthur, Wesley](#)
Subject: 138 Rye Lane. Premises License. ref: MD/21/3031/17
Date: 21 November 2017 22:00:07
Attachments: [Cover Letter.doc](#)
[Dispersal policy.doc](#)
[Draft Business Introduction Letter.doc](#)
[Occupancy Figure Calculations.doc](#)
[Operating schedule.doc](#)
[Proposed Conditions.doc](#)

Dear PC Ian Clements,

Thank you for your Representation dated 11.10.2017 regarding our Premises License for 138 Rye Lane. Attached is a Cover Letter replying to the issues you have raised, and supporting documents.

I have also attached our proposed conditions that we agree to put in place.

Attached:

- 1) Cover Letter
- 2) Proposed Conditions
- 3) Occupancy Figure Calculations
- 4) Occupancy Figure Calculations Map
- 5) Dispersal Policy
- 6) Operating Schedule
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- 13) Challenge 25 Poster
- 14) Refusal Log

If you are unable to open any of these files, please let me know and I will re-send in a different format.

I hope this is enough to satisfy the Police licensing Unit, however we are more than happy to add further restrictions to the license that you may deem necessary, in order to ensure we are able to trade safely and successfully.

Please note that we are in the process of arranging a Noise Impact Assessment, and will send to the Police licensing Unit upon its completion.

Please let me know at your earliest convenience your thoughts, as it is my hope we are able to reach an agreement without the application having to go to committee.

Kindest regards,

Jason Hoffman.
tel:

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Urban Planning and Design for the renewal and revitalisation of public spaces

Dear PC Ian Clements,

We note your representation for our application for 138 Rye Lane, and fully understand the concerns you have raised. I hope I am able to clarify all of these issues and illustrate how we plan on ensuring all licensing objectives are adhered to - and how we will not further contribute to the negative local cumulative impact on the surrounding area. It is my intention that by clarifying all these issues, I am able to give you a much clearer understanding as to our intentions for the business.

Your representation was partly submitted due to a lack of detail, of the proposed control measures and conditions to promote the licensing objectives, in particular the prevention of crime and disorder. I would like to clarify exactly what measures we will be putting in place to ensure the license objectives are strictly adhered to. These will be in addition to the Proposed Conditions (attached)

The Prevention of Crime and Disorder:

- 1) A full and comprehensive CCTV system will be installed throughout the site. This will monitor entrances, exits, the garden, and all other parts of the premises. Recordings will be kept for a minimum of 31 days. All managers will be trained in how to use this system in case police might require any footage. Please see the site map included, which illustrates exactly where these cameras will be placed.
- 2) There will be strictly no selling of alcohol to drunk or intoxicated customers. Water will however be provided for any customers deemed to be drunk on the premises. Staff will be trained to spot these customers and help to ensure they are offered water without having to ask for it.
- 3) We will have two SIA approved security on the door during busy periods. We expect this to be on a Friday and Saturday night from 19:30pm to close. They will be easily identifiable by wearing a uniform and high-vis jacket.. They will remain on the door and ensure no drunk people will be able to enter the venue, and no alcohol or glass will be taken out from the venue. A clicker counter will be used to ensure capacity limits are not surpassed.

- 4) All management will be expected to undergo First Aid training and take an SIA training course to ensure a safe and professional environment will be created at all times. This cost of this training will be covered by the business.
- 5) Once the bar is closed, customers will be given up to 30 minutes to leave the venue. This is to ensure people are able to leave in small groups, and therefore any issues that might negatively affect the immediate area is kept to a minimum.
- 6) A clear and legible notice will be put up outside the premises, indicating the hours during which licensable activities are permitted.
- 7) All staff will be trained in the prevention and vigilance of any potential illegal drug use in the venue.
- 8) Clear notices will be displayed, warning of potential criminal activity - such as theft that may target customers.
- 9) Clear signage will be put up, reminding customers to respect the neighbours and leave quietly. The door staff will also repeat this reminder verbally, as customers leave the venue at the end of the night.
- 10) Hot food will be available for customers at a fair and affordable price, at all times alcohol is available.
- 11) An alarm system will be installed at the premises to protect it when closed. This will be integrated with the CCTV system and will notify the police if activated.
- 12) External lighting will be used as a crime deterrence, however care will be taken so that lighting doesn't impact on neighbours
- 13) Daily staff briefings will take place at management handover, to help improve working practices.
- 14) We will deliberately run below capacity to afford comfort to the customers and avoid conflict, violence or aggression.

- 15) A line of communication will be set up between other licensed venues and police to enable information regarding any issues to be shared quickly. Please see 'Cumulative Impact Policy' for more information regarding this.
- 16) A zero tolerance policy towards drugs and the carrying of weapons will be implemented. Posters will be displayed to remind customers of this. There will be a clear process put in place for seizing retaining and documenting drugs and weapons.
- 17) All bags will be checked on the door, by door staff on Fridays and Saturdays from 19:30pm.
- 18) Drug awareness training will be provided for all staff and a record will be kept of the date and name of the person trained
- 19) There will be no secluded or dimly lit parts of the premises which may encourage crime
- 20) Mirrors will be purposely used to aid supervision and act as a deterrent to thieves
- 21) A lost and found policy will be put in place behind the bar, which will include logging and disposal of property. Passports and ID will be handed to the police.
- 22) Any alcohol displayed will be done so out of reach of customers, and will be covered by CCTV
- 23) There will always be at least two members of staff at the end of the evening to manage a controlled shut down of the premises and maintain good order as people leave
- 24) Staff will be trained to be aware of their responsibilities under the Licensing Act 2003 and will be able to recognize appropriate 'cut off' points so as to not serve any drunk customers - reducing the likelihood of fights or aggressive behaviour. Records will be kept of all staff trained, and be available to the police or licensing authority if necessary.
- 25) A Duty of Care policy regarding people suffering adversely from the effects of alcohol will be put in place. It will clearly express that every effort will be made by staff to prevent patrons from

deteriorating to an uncontrolled intoxicated extent. All staff will be briefed on the policy

- 26) Drink Aware posters will be displayed in the premises to remind customers of the unit content in alcoholic drinks and safe alcohol consumption limits
- 27) Strong Beer and Cider above 5.5 ABV will not be made available.

The prevention of public nuisance

- 1) There will be no 'cheap alcohol' or binge drinking promotions to take place. Alcohol will be priced responsibly and not encourage excessive drinking. We aim to create an intimate space where cocktails can be sipped and enjoyed, rather than knocked back in quick succession. Staff will be trained to spot drunk customers, and cut them off and offer water before any further escalation takes place.
- 2) A stretch canvas roof will be installed in the garden to help minimise noise pollution for any neighbouring residents. Background music in the garden will not be played at a volume where it is audible to neighbouring residential properties. A noise assessment will be conducted to find out what the appropriate levels are to achieve this and , and a decibel meter will be kept on site to ensure this remains the case
- 3) The garden will close at 10pm and customers will be brought inside. There will be prominent signage in the garden area informing customers of the closing time for the garden, and a member of staff will give all customers a personal and intimate notice 10 minutes prior to the time. We will install soundproofing within the inside of the venue, to ensure any noise inside does not affect neighboring residents.
- 4) There will be prominent, clear and legible notices displayed at the exit requesting the public to respect the needs of nearby residents and to leave the premises and the area quietly. The door staff will again repeat this verbally as customers are leaving.
- 5) Deliveries of goods necessary for the operation of the business will be carried out at a time and

manner, as to prevent nuisance and disturbance to nearby residents.

- 6) Any staff that arrive very early in the morning or leave very late at night will be trained to conduct themselves in such a way to avoid causing disturbance to nearby residents.
- 7) Customers will be asked not to stand around loudly talking in the street outside the premises.
- 8) Customers will not be admitted into the premises out of the opening hours.
- 9) Rubbish will be put out in line with Southwark council's timings for rubbish collection, for collection from Southwark Business Waste and Recycling ltd.
- 10) Any lighting on or outside the premises will be positioned and screened in such a way so as to not cause a disturbance to nearby residents.
- 11) Polycarbonate glassware will be used after 22:00pm.
- 12) A business introduction letter will be posted to all neighbouring residents to inform them of who we are and our licensing hours. This will also include a direct phone number to the manager on duty, if any issues were to arise. Please see the draft introduction letter (attached)
- 13) The details of a local minicab service will be kept behind the bar to help anyone get home who is not aware of public transport services in the local area. Staff will also be trained in local transport links in the area, so can relay appropriate information to customers leaving the venue.
- 14) There will be a smoking area at the front of the premises, however security will ensure that no more than four people can be outside at any one time, so large groups do not congregate outside- therefore minimising noise pollution.
- 15) We will actively promote non-alcoholic cocktails and will stock non-alcoholic beer. Customers will be given a clear choice at the bar between alcoholic and non-alcoholic drinks.

Public Safety

- 1) Internal and external lighting will be bright enough to avoid tripping hazards.
- 2) Staff will be trained to adhere to all environmental health requirements.
- 3) Strictly no underage customers will be served. All staff will be trained in the implementation of underage ID checks.
- 4) All parts of the premises, fittings and apparatus will be maintained at all times in order to ensure good order and a safe condition.
- 5) Polycarbonate glassware will be used after 11pm.
- 6) SIA trained, and First Aid trained management will be on site and front of house at all times.

The protection of children from harm

- 1) Challenge 25 will be adopted to ensure anyone under 18 will not be served alcohol.
- 2) Staff will be trained in regards to asking for and establishing identification and age.
- 3) No one under the age of 18 will be allowed inside the venue after 5:30pm

As well as these measures, we have also clarified the following points with Trading Standards.

- That a challenge 25 scheme shall be maintained at the premises requiring that staff selling alcohol

request that any customer who looks under 25 years old, and who is attempting to purchase alcohol, provides valid photographic identification proving that the customer is at least 18 years old. Valid photographic identification is composed of a driving licence, passport, UK armed services ID card and any Proof of Age Standards Scheme (PASS) accredited card such as the Proof of Age London (PAL) card.

- Any staff responsible for the sale of alcohol in the premises will be made to sign an Age Verification Policy Staff Declaration (attached).

- That all staff involved in the sale of alcohol shall be trained in the prevention of sales of alcohol to underage persons, and the challenge 25 scheme in operation at the premises. A record of such training shall be kept / be accessible at the premises at all times and be made immediately available for inspection at the premises to council or police officers on request. The training record shall include the trainee's name (in block capitals), the trainer's name (in block capitals), the signature of the trainee, the signature of the trainer, the date(s) of training and a declaration that the training has been received.
 - This will be done through the CPL Training Group and evidence will be submitted to Trading Standards before the sale of alcohol is to take place.
 - Further to this, management will also be provided First Aid training and SIA training to ensure a safe environment can be created at all times.

- That clearly legible signs shall be prominently displayed where they can easily be seen and read by customers stating to the effect that a challenge 25 policy is in operation at the premises, that customers may be asked to provide proof of age and stating what the acceptable forms of proof of age are. Such signage shall be displayed at all entrances, points of sale and in all areas where

alcohol is displayed for sale. The signage shall be kept free from obstructions at all times.

- Please see Challenge 25 Poster (attached) that will be put up at the entrance of the premises and clearly behind the bar.
- That a register of refused sales of alcohol shall be maintained in order to demonstrate effective operation of the challenge 25 policy. The register shall be clearly and legibly marked on the front cover as a register of refused sales, with the address of the premises and with the name and address of the licence holder. The register shall be kept / be accessible at the premises at all times. On a monthly basis, the Designated Premises Supervisor (DPS) shall check the register to ensure it is being properly completed. The DPS shall sign and date the register to that effect and where appropriate take corrective action in a timely manner if the register is not being completed correctly. The register shall be made immediately available for inspection at the premises to council or police officers on request.
- Refusal Log (attached) will be kept behind the bar at all times, and will be maintained and managed by the DPS Jason Hoffman.

Cumulative Impact Policy

We have had a chance to go through in detail the relevant sections of the Southwark Statement of Licensing Policy.

As such, we are very aware of the issues surrounding The Cumulative Impact Policy, and would like to assure you, we take our responsibilities as a possible licensed venue very seriously.

We are hereby amending our licensing hours to the following:

Monday-Thursday	- 11am -2am
Friday-Saturday	- 11am -3am
Sunday	- 11am -1am

This is to include the supply of alcohol, live music, recorded music and late night refreshment.

I can confirm we will cease the supply of alcohol, live music, recorded music and late night refreshment, 30 minutes prior to closing time on each day. This will ensure the last drink, and all music will cease at:

Monday-Thursday - 1:30am
Friday-Saturday - 2:30am
Sunday - 12:30am

Patrons will then be given 30 minutes to vacate - ensuring all customers will have left the venue by closing time for that day.

We note your request for us to amend our closing hours to be in line with the licensing policy. We are more than willing to add further conditions to our premises license that the Southwark Police Licensing Unit deems necessary, to ensure we can achieve these hours safely, professionally and successfully. We would like to cultivate a close working relationship with yourselves and the other Responsible Authorities within Southwark Council to help work together for the benefit of the local community.

If not already set up and running - We will take it upon ourselves to contact other licensed venues in the surrounding area, and set up a form of communication between us - most likely a 'Whatsapp' group. This will be done for the sole purpose that any problem one venue is experiencing - a problem customer for example, can be relayed to the other venues in real time, so that everyone is aware of the issue and can take appropriate steps to not exacerbate the situation. Problems such as drunk and disorderly customers are perhaps inevitable in a Cumulative impact Area - however by being proactive as a business community, I believe we can positively fight against these negative issues. We were running a street food market in Brixton last summer and were part of a similar arrangement. We found this to be an extremely effective way of stopping problem customers entering the venue, and warning other venues in turn. I would like to propose that the Police Licensing Unit are also part of this group which can help to successfully deal with potential issues that may arise.

In order to further decrease any potential negative impact on the Cumulative Policy, we are decreasing the capacity for the venue to help ensure we are able to properly manage the people inside. Using official Occupancy Calculations, we have calculated the number of people that can safely reside in the premises is 95. We have however set a more modest figure of 85 people, which is a figure we feel we can realistically manage professionally and successfully, so would ask you take this into consideration. Please see the document 'Occupancy Calculations' for further information regarding this.

Our Application form was under the working title 'Dirty Renegade'. After gauging much public opinion (and in particular, my mother) we will not be using this title for the name of the business. We will likely name the bar an abstract title as to ensure not to upset anyone who may take offence to the name. We are currently working with the title 'One Three Eight'.

London Spacemakers is a company made up of Jason Hoffman and Olga Zajac, who collectively have over 20 years experience in the hospitality industry. We have both managed many venues over the years, from pubs and bars to clubs and restaurants, and opened our first business in Brixton in 2015 - a street food market and cocktail bar, driven by a core philosophy of Placemaking - so are very adept at running an operation such as this, both safely and successfully. We look forward to working alongside the council, and will be more than happy to take any suggestions on board, to ensure this business can be one which has a positive impact on Peckham, and adds to the already rich and varied culture in the area.

From: [Jason Hoffman](#)
To: [Masini, Bill](#)
Cc: [McArthur, Wesley](#)
Subject: 138 Rye Lane, Premises License.
Date: 21 November 2017 22:47:42
Attachments: [Cover Letter.doc](#)
[Dispersal policy.doc](#)
[Draft Business Introduction Letter .doc](#)
[Occupancy Figure Calculations.doc](#)
[Operating schedule.doc](#)
[Proposed Conditions.doc](#)

Dear Bill Masini

Thank you for your Representation dated 27.10.2017 regarding our Premises License for 138 Rye Lane. Attached is a Cover Letter replying to the issues you have raised, and supporting documents.

I have also attached our proposed conditions that we agree to put in place.

Attached:

- 1) Cover Letter
- 2) Proposed Conditions
- 3) Occupancy Figure Calculations
- 4) Occupancy Figure Calculations Map
- 5) Dispersal Policy
- 6) Operating Schedule
- 7) Draft Introduction Business Letter
- 8) Site Map - Inside
- 9) Site Map - Garden

- So as to not exceed the mb limit per email - I will send the last 5 documents in a separate email.

- 10) Risk Assessment
- 11) Signed Risk Assessment
- 12) Age Verification Policy Staff Declaration
- 13) Challenge 25 Poster
- 14) Refusal Log

If you are unable to open any of these files, please let me know and I will re-send in a different format.

I hope this is enough to satisfy Trading Standards, however we are more than happy to add further restrictions to the license that you may deem necessary, in order to ensure we are able to trade safely and successfully.

Please note that we are in the process of arranging a Noise Impact Assessment, and will send to the Trading Standards upon its completion.

Please let me know at your earliest convenience your thoughts, as it is my hope we are able to reach an agreement without the application having to go to committee.

Kindest regards,

Jason Hoffman.
tel:

www.londonpacemakers.com

London Spacemakers | London Spacemakers

www.londonpacemakers.com

Urban Planning and Design for the renewal and revitalisation of public spaces

Dear Bill Masini,

We note your representation for our application for 138 Rye Lane, and fully understand the concerns you have raised.

I hope I am able to clarify all of these issues and illustrate how we plan on ensuring the licensing objectives you have mentioned are adhered to.

It is my intention that by clarifying all these issues, I am able to give you a much clearer understanding as to our intentions for the business.

First of all, we agree to all the conditions you have suggested:

- That a challenge 25 scheme shall be maintained at the premises requiring that staff selling alcohol request that any customer who looks under 25 years old, and who is attempting to purchase alcohol, provides valid photographic identification proving that the customer is at least 18 years old. Valid photographic identification is composed of a driving licence, passport, UK armed services ID card and any Proof of Age Standards Scheme (PASS) accredited card such as the Proof of Age London (PAL) card.
 - Any staff responsible for the sale of alcohol in the premises will be made to sign an Age Verification Policy Staff Declaration (attached).
- That all staff involved in the sale of alcohol shall be trained in the prevention of sales of alcohol to underage persons, and the challenge 25 scheme in operation at the premises. A record of such training shall be kept / be accessible at the premises at all times and be made immediately available for inspection at the premises to council or police officers on request. The training record shall include the trainee's name (in block capitals), the trainer's name (in block capitals), the signature of the trainee, the signature of the trainer, the date(s) of training and a declaration that the training has been received.
 - This will be done through the CPL Training Group and evidence will be submitted to Trading Standards before the sale of alcohol is to take place.

- Further to this, management will also be provided First Aid training and SIA training to ensure a safe environment can be created at all times.
- That clearly legible signs shall be prominently displayed where they can easily be seen and read by customers stating to the effect that a challenge 25 policy is in operation at the premises, that customers may be asked to provide proof of age and stating what the acceptable forms of proof of age are. Such signage shall be displayed at all entrances, points of sale and in all areas where alcohol is displayed for sale. The signage shall be kept free from obstructions at all times.
 - Please see Challenge 25 Poster (attached) that will be put up at the entrance of the premises and clearly behind the bar.
- That a register of refused sales of alcohol shall be maintained in order to demonstrate effective operation of the challenge 25 policy. The register shall be clearly and legibly marked on the front cover as a register of refused sales, with the address of the premises and with the name and address of the licence holder. The register shall be kept / be accessible at the premises at all times. On a monthly basis, the Designated Premises Supervisor (DPS) shall check the register to ensure it is being properly completed. The DPS shall sign and date the register to that effect and where appropriate take corrective action in a timely manner if the register is not being completed correctly. The register shall be made immediately available for inspection at the premises to council or police officers on request.
 - Refusal Log (attached) will be kept behind the bar at all times, and will be maintained and managed by the DPS Jason Hoffman.

I would like to take this opportunity to clarify the issue of under 18's being on the premises.

- Under 18's will only be allowed on the premises with an accompanied responsible adult who is sitting and eating until 19:30pm.

- After 19:30pm no under 18's will be allowed onto the premises.

Cumulative Impact Policy

We have had a chance to go through in detail the relevant sections of the Southwark Statement of Licensing Policy. As such, we are very aware of the issues surrounding The Cumulative Impact Policy, and would like to assure you, we take our responsibilities as a possible licensed venue very seriously.

We are hereby amending our licensing hours to the following:

Monday-Thursday	- 11am -2am
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This is to include the supply of alcohol, live music, recorded music and late night refreshment.

I can confirm we will cease the supply of alcohol, live music, recorded music and late night refreshment, 30 minutes prior to closing time on each day. This will ensure the last drink, and all music will cease at:

Monday-Thursday	- 1:30am
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Patrons will then be given 30 minutes to vacate - ensuring all customers will have left the venue by closing time for that day.

We are more than willing to add further conditions to our premises license that the Trading Standards team deems necessary, to ensure we can achieve these hours safely, professionally and successfully. We would like to cultivate a close working relationship with yourselves and the other Responsible Authorities within Southwark Council to help work together for the benefit of the local community.

We would also like to assure Trading Standards that the following measures will be put in place in regards to the Licensing Objectives. These will be in addition to the proposed conditions (attached)

The Prevention of Crime and Disorder:

- 1) A full and comprehensive CCTV system will be installed throughout the site. This will monitor entrances, exits, the garden, and all other parts of the premises. Recordings will be kept for a minimum of 31 days. All managers will be trained in how to use this system in case police might require any footage. Please see the site map included, which illustrates exactly where these cameras will be placed.
- 2) There will be strictly no selling of alcohol to drunk or intoxicated customers. Water will however be provided for any customers deemed to be drunk on the premises. Staff will be trained to spot these customers and help to ensure they are offered water without having to ask for it.
- 3) We will have two SIA approved security on the door during busy periods. We expect this to be on a Friday and Saturday night from 19:30pm to close. They will be easily identifiable by wearing a uniform and high-vis jacket.. They will remain on the door and ensure no drunk people will be able to enter the venue, and no alcohol or glass will be taken out from the venue. A clicker counter will be used to ensure capacity limits are not surpassed.
- 4) All management will be expected to undergo First Aid training and take an SIA training course to ensure a safe and professional environment will be created at all times. This cost of this training will be covered by the business.
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ONE THREE EIGHT. GENERAL DISPERSAL POLICY.

One Three Eight will prioritise community cohesion throughout all aspects of the business, and emphasis will be placed on this philosophy within our dispersal policy. We will pay considerable attention on building and maintaining close relationships with our neighbours and local residents. A direct phone line will be given to all neighbouring residents that will take them directly to the manager on duty. The manager will be expected to deal with any complaints from local residents quickly and effectively. If particular complaints persist, we will take active measures to change our mode of operation accordingly, to appease anyone with a particular issue. Please see our draft business introduction letter that will be posted through all doors of neighbouring residents. In addition, we will ensure to work closely with all responsible authorities of the council, and police - to ensure we are aware of any local issues and how best to solve them.

In regards to the dispersal policy, we will routinely evaluate and look to improve the way we conduct our business. As new issues arise, we will look at these and work out how best to solve them, in a way that is in line with our licensing objectives and pays particular attention to the Cumulative Impact Policy.

- There will be a management presence, front of house at all times. Management will be First Aid and SIA trained, and responsibility for all aspects of the business will lie with this person. However, the DPS Jason Hoffman will be ultimately responsible.

- High levels of staff and management training. This will be conducted by Jason Hoffman and Olga Zajac, who each have over 10 years experience in the hospitality sector, and have trained staff and management in a wide variety of professional bars and restaurants.

- 2 SIA trained security will be on the door during busy periods - Friday and Saturday evenings from 19:30pm to close. Security will ensure no drunk people are admitted onto the premises and that no glass or alcohol is taken off the premises.

- All drinks will be responsibly priced, and no binge drinking promotions will take place, to minimize the risk of anti social behaviour away from the premises.

- A 30 minute drinking up time will be incorporated into the license, which will assist with the gradual dispersal of all customers in the premises at the end of the evening.
- Signage will be placed at exit doors, reminding customers to please leave quietly and to respect the neighbours. On Fridays and Saturdays, security on the door will also verbally remind customers of this as they leave.
- A local minicab service number will be provided to any customers who may require it. Staff will also be trained on local public transport routes, so can relay this information to customers.
- Music will be turned off 30 minutes before the venue closes, which will give customers time to equalize their volume, and not leave the venue unwittingly using raised voices as they are used to talking against the music that has been playing.
- All doors and windows in the venue will remain closed after 22:00pm to ensure neighbours are not disturbed. This coupled with soundproofing of the inside of the premises will also lower the risk of any disturbance caused by music or general customer noise.
- All rubbish and bottles etc will be disposed of at a reasonable time as to not make noise in the later hours. This will be done through Southwark Business Waste and Recycling ltd
- The supply of alcohol, live music, recorded music and late night refreshment, will cease 30 minutes prior to closing time on each day.
- SIA Door Staff will be provided by Secured Locations Ltd - unless the Police Licensing Unit would like us to use a preferred company.

Please see cover letter for further information regarding what measures will be put in place to assist overall management of the venue. Also please see proposed conditions.

Draft business introduction letter to
neighbouring residents of 138 Rye Lane.

Hello Neighbour,

We are writing to you to inform you that we have opened a new bar, restaurant and community space at 138 Rye Lane - 'One Three Eight' located on the former site of 'The Grill and Pizza'.

We will be providing a world food menu, cocktails and music - and will open between the times of:

Monday-Thursday	- 11am -2am
Friday-Saturday	- 11am -3am
Sunday	- 11am -1am

If you do have any queries please don't hesitate to pop in, or alternatively you can call us during our open hours to speak with the manager on duty if there are ever any urgent matters, on: [REDACTED]

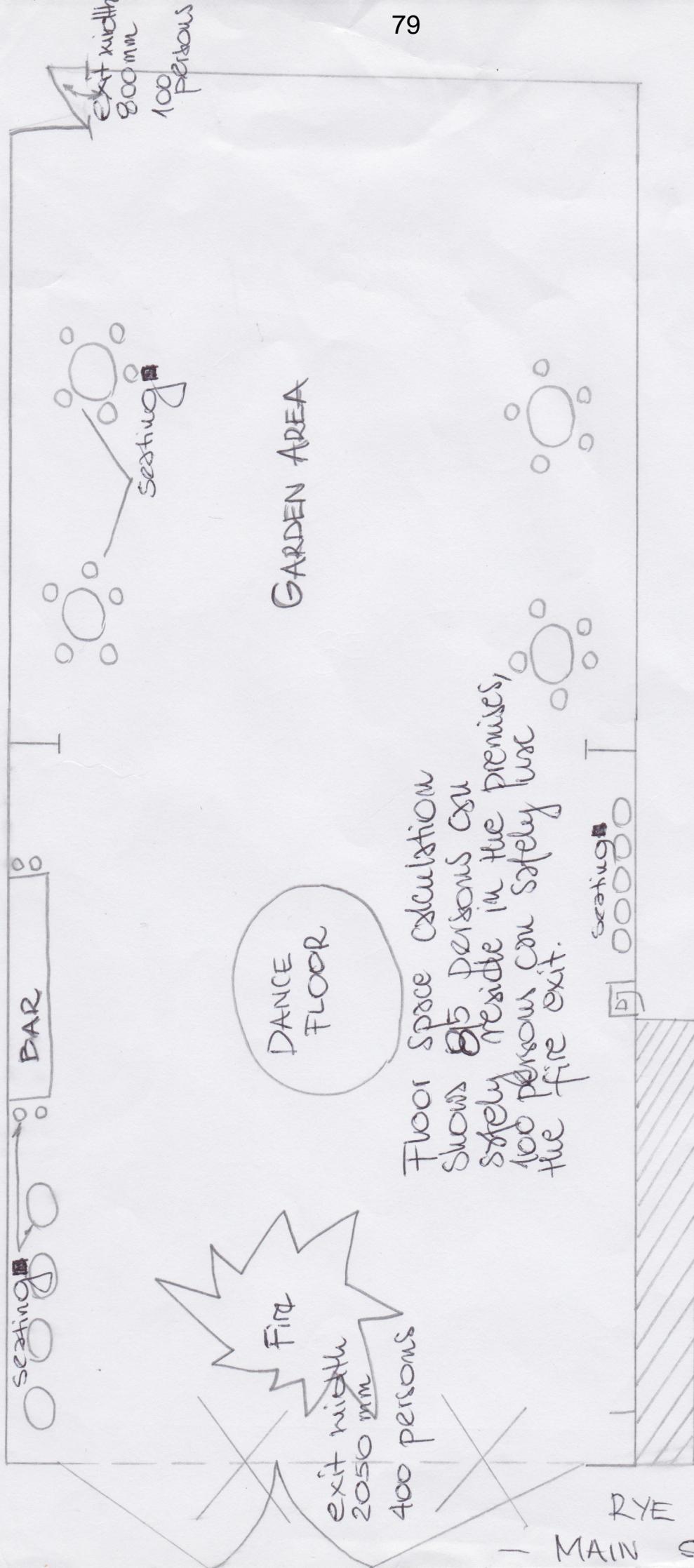
Bring this letter with you for tea/coffee and cake on us!

We look forward to meeting and getting to know you.

Many thanks,

Jason Hoffman and Ola Zajac.
One Three Eight.

138 RYE LANE, PECKHAM



Floor space calculation shows 815 persons can safely reside in the premises, 100 persons can safely use the fire exit.

OCCUPANCY FOR THIS PREMISES = 185 persons.

One Three Eight. Occupancy Figure Calculations.

PREMISES CAPACITY:

DANCE AREA: (assembly) $4m^2 / 0.5 = 32$ People

BAR AREA: $2m^2 / 0.3 = 13$ People

SEATING: 50

TOTAL : 95 People - The number of people who can safely reside in the premises.

ESCAPE ROUTE CAPACITY

Exit 1 - 2050mm = 400 people

Exit 2 - 800mm = 100 people

- The total exit capacity after discounting the largest exit is **100 people**

There will always be a minimum of two members of staff on duty. One of which will be the Manager who will be both SIA and First Aid trained.

We have decided to run below capacity and lower the number of people who can safely reside in the premises to 85, to ensure customers can be managed safely and to further decrease any negative impact to the Cumulative Impact Area.

The OCCUPANCY FIGURE FOR THE PREMISES IS 85 PEOPLE.

Please see 'Occupancy Calculation Map' for details (attached).

OPERATING SCHEDULE.

ONE THREE EIGHT.

138 Rye Lane. SE15 4RZ.

Licensable Activities:

- supply of alcohol,
- live music,
- recorded music
- late night refreshment

Time licensable activities will take place;

Monday-Thursday	11:00am- 01:30am
Friday-Saturday	11:00am- 02:30am
Sunday	11:00am- 00:30am

All customers to have left the premises within 30 minutes of licensable activities ceasing.

Hours premises are open to the public

Monday-Thursday	07:30am- 02:00am
Friday-Saturday	07:30am- 03:00am
Sunday	07:30am- 01:00am

We will eventually open for a breakfast service, hence early opening hours. - However alcohol will not be available till 11am.

Information about the premises supervisor;

Jason Hoffman will be the DPS for the premises and will be overly responsible for the running of the premises. He will be supported in this endeavor by the General Manager, Olga Zajac, - who is also a Personal License holder.

Jason Hoffman is first aid trained, and will be undertaking SIA training alongside Olga Zajac. One of the two will always be on site, at least until other management are brought on and trained to a similarly high standard.

Physical description of the Premises

- 138 Rye Lane was originally a terraced house, built in the mid 20th century.
- It comprises of three storeys with no basement, and falls within the Rye Lane Peckham Conservation Area.
- The space we intend to undertake licensable activities occupies a rectangular shaped unit on the

ground floor. It has a rectangular shaped garden at the back which will be used as an additional seating area for customers.

- There is a computer repair shop on one side (140 Rye Lane) and barber shop on the other (136 Rye Lane)
- The property is enclosed by walls constructed of London Stock Brick, and is located approximately halfway through a terrace of similar houses,
- The front of the property dates more recently, and is constructed of aluminium and glass.
- The original fascia has been covered by a plastic and aluminium light box sign.
- There is a door immediately off the pavement, which takes you into the property and is 0.9m wide.

Overview

One Three Eight will open as an intimate cocktail bar, restaurant and community space. There will be a garden in the back, open to the public, which will turn a previously disused abandoned space into a green oasis - that will be open to the public for everyone to enjoy. We also hope to create a platform within the space for local artists to showcase their art, and engage within the community.

Drinks will be wide ranging and responsibly priced, so as to ensure responsible drinking, and discourage binge drinking. The restaurant will serve a selection of world food, which will be priced affordably. The space will be used for A4 purposes, with all alcohol to be consumed on the premises - no alcohol or glass will be allowed to leave the premises. We hope to create a space where everyone feels welcome, and adds to the diversity, creativity and positivity of Peckham's Conservation Area.

Please see cover letter and proposed conditions, for full information on what measures we will be putting in place so as not to contribute to crime and disorder and public nuisance within the policy area.

One Three Eight, at 138 Rye Lane, agree to putting the following conditions in place:

1. The provision of the licensable activities, for an audience of no more than 85 persons. We will not exceed this limit at any time.
2. A clicker system will be employed by the premises to count persons in and out of the premises and a record made of the numbers of persons in the bar every hour. This record is to be made available to police officers and local authority officers on request.
3. There will be a maximum of one bar on site.
4. Hot food will be made available whilst the sale of alcohol takes place.
5. A Challenge 25 proof of age scheme shall be operated at the premises where the only acceptable forms of identification are recognised photographic identification cards, such as a driving licence, passport or proof of age card with the PASS Hologram.
6. Staff serving alcohol shall receive suitable training on preventing the sale of alcohol to those under 18
7. There shall be no persons under the age of 18 years permitted on the premises after 19:30pm
8. There shall be no alcohol or drinks brought into the premises or removed from it; there shall be a system in place at the main entrance to confiscate/dispose of any containers of alcoholic and non alcoholic drink. Signs shall be prominently displayed at the entrance advising patrons of this requirement.
9. All drinking vessels used in the venue after 22:00pm shall be polycarbonate.
10. We will devise and implement a robust dispersal policy to ensure that patrons leave the premises and vicinity as quietly and speedily as possible. Ensure that patrons are verbally advised by SIA/staff upon leaving to be mindful of the neighbouring residents so as not to disturb the peace.
11. There are residential properties in close proximity to the space in addition to a busy main road. We will not cause nuisance from cooking odours or smoke to other residents or businesses.

12. Tap water will be made available for the customers. The kitchen will have satisfactory equipment, food, and hand washing facilities, the hand washing facilities must have hot water for hand washing to prevent the risk of food poisoning

13. Adequate toilet facilities will be in place. will have facilities with hot water for hand washing and antibacterial soap to manage the risk of infection.

14. A risk assessments will be provided Southwark's Food Health and Safety

15. Patrons will be advised to wait on site until their cab has arrived as opposed to waiting out on the street.

16. A drugs safe and log system will be employed at the premises to account for the seizure of drugs from customers. The premises management will liaise with police for regular collection of seized drugs.

17. An incident/refusals book will be maintained and used at the premises. Upon request, it will be readily available for inspection by the police or local authority officer.

18. No person found with, or using, a weapon or illegal drugs may enter or remain on the premises

19. Any persons with a bag entering the premises on a Friday or Saturday night after 19:30 will have it searched.

20. The designated premises supervisor - Jason Hoffman, shall undertake a risk assessment of any significant promotion or event (as defined below) using the MPS Promotion/Event Risk Assessment (Form 696) or an equivalent and provide a copy* to the Metropolitan Police Service and the licensing authority not less than 14 days before the event is due to take place.

21. Where an event has taken place, the licensee shall complete an MPS After Promotion/Event Debrief Risk Assessment (Form 696A) and submit this* to the Metropolitan Police and the Licensing Authority, within 14 days of the conclusion of the event. Note: Metropolitan Police Definition of a 'Significant Event' This definition relates to events that require a Promotion/Event Risk Assessment Form 696.

22. Two security personnel to be employed and to remain on the door on a Friday and Saturday night from 19:30pm till close.

23. The details (including company name, address, telephone and SIA registration details) of any company or agency providing door supervisors to the premises, or the details of any individual employed by the premises directly as a door supervisor, must be provided to police. Following checks the police may, if they have good reason, veto the provider or individual door supervisor in the interests of preventing crime and disorder at the premises and the premises must comply with such a veto.

24. Security personnel, registered with the Security Industry Authority (SIA), employed at the premises will enter their full name, valid phone contact details, SIA badge number, employing company, along with the times they are working in a register upon commencement of their work at the premises. The Designated Premises supervisor/manager at the time will be responsible for ensuring that this is done and for confirming the security staff's details and permissions to work, via the public SIA website facility.

25. The management must instruct security staff and other staff members to assist police or local authority officers with any enquiries they make in the execution of their duties.

26. The venue itself will directly employ the security personnel or security company responsible for supplying personnel. External promoters will not be allowed to use their own security personnel. The DPS and premises management must be responsible for the security staff at their premises.

27. Sufficient SIA registered security staff must be employed by the management to deal with all potential reasonable expectations of trouble within the premises, or caused by the premises in the near vicinity.

28. Door supervisors are to use walkie-talkie or other forms of electronic communication devices to communicate with each other including the use of ear-pieces to ensure communications can be properly heard and understood at all times the premises are open to the public.

29. All reasonable efforts are to be employed by the management and security personnel to keep customers quiet and orderly prior to entry and upon leaving the Premises.

30. The Premises are to permanently exclude any person found with weapons or illegal drugs at the premises as well as customers known to have contributed to crime or serious disorder in the premises.

31. The Premises are to take reasonable steps to make security and other staff members aware of the identities of excluded persons.

32. Any information regarding crimes committed within the premises, including suspected drug dealing and violence, should be reported to the police immediately or as soon as is reasonably practicable.

33. The Premises are to keep a record of all excluded persons. This record is to be made available to police officers and local authority officers on request.

34. A qualified first aider will be employed on the premises at all times that the premises are open to the public. This first aider will be proactive in checking customers prior to entry to the club for signs of drugs abuse.

35. No customers carrying open bottles shall be admitted to the premises. No customers shall be allowed to leave the premises whilst carrying open drinking vessels. (Open shall be taken to mean an opening of the original manufacturers sealing of the vessel). No alcohol is to leave the premises.

36. The premises shall prominently display signage informing customers: - To leave quietly and to respect your neighbours. Stating that CCTV is in operation

37. Searching of customers bags prior to entry on a Friday and Saturday evening from 7:30pm is a requirement of entry. No search -No entry.

38. Any person found carrying weapons or illegal drugs will be permanently excluded and the police will be informed.

39. Privacy shields must be fitted to all chip and pin machines (PDQ's) the privacy shields must be sufficient to prevent customers Personal Information Numbers (PIN) being compromised.

40. Only electronic musical instruments shall be used for the performance of live music so that they can be connected to and regulated by the sound limiting device at all times.

41. The Premises Licence Holder shall provide all sound and amplification equipment including speakers for the performance of all regulated entertainment.

42. The Premises Licence Holder shall prohibit all persons providing regulated entertainment (excluding musical instruments used for the performance of live music) from bringing in and utilising their own sound /amplification equipment.

43. Customers will not be allowed to leave the site with any food or drink.

44. There must be suitable provision of bins for patrons to dispose all drinking vessels and food/miscellaneous waste prior to leaving the site.

45. A suitable health and safety risk assessment must be undertaken pertaining to the provision of artificial lighting on access to and within the site.

46. Announcements should be made at a minimum of 30 minutes before the cessation of licensable activities advising patrons to leave the site quietly.

47. On all literature, website and all other forms of social media, public transport should be actively promoted at all times as a primary form of transport to and from the site. Accordingly, use of private vehicles shall be discouraged. Details of the tube, rail, bus network and reputable licensed taxi-cab operators to be fully specified.

48. The Premises Licence Holder shall obtain a suitable trade waste agreement pursuant to Section 34 of the Environmental Protection Act 1990 and Waste (England and Wales) Regulations 2011 to deal with all waste generated and maintain such documentation for a period of up to two years. This documentation is subject to inspection on demand at any time and/or by service of a statutory notice.

49. The Premises Licence Holder shall seek to actively engage with local residents and residents' associations/groups within the vicinity to facilitate open dialogue and communication so as to provide a forum

for residents to raise any issues or concerns they have with the business operation and to devise measures to reduce or eliminate any noise or public nuisance issues.

From: Ian.Clements@met.pnn.police.uk on behalf of SouthwarkLicensing@met.pnn.police.uk
To: jasonhoffman@hotmail.co.uk; SouthwarkLicensing@met.pnn.police.uk
Cc: McArthur_Wesley; Tear_Jayne
Subject: RE: 138 Rye lane. Premises License ref: MD/21/3031/17
Date: 23 November 2017 14:16:25

Dear Mr Hoffman

Thank you for your prompt and detailed response.

I note however that although you have amended the opening times slightly, for a majority of the time they still sit three hours outside of those recommended by the policy.

Southwark's licensing policy was as a result of comprehensive consultation between members and the responsible authorities. The Policy is there in part to allow new businesses to tailor their applications to reflect the recommendations designed for the promotion of the licensing objectives.

As the hours you are applying for are still considerably greater than those recommended, I am still not in a position to withdraw my representation and will be asking the licensing sub committee to consider this matter.

Kind Regards

Ian Clements

From: Jason Hoffman [mailto:]
Sent: 21 November 2017 22:14
To: MD Mailbox - Southwark Licensing <SouthwarkLicensing@met.pnn.police.uk>
Cc: McArthur, Wesley <Wesley.McArthur@southwark.gov.uk>
Subject: 138 Rye lane. Premises License ref: MD/21/3031/17

Apologies,

I had sent you a cover letter addressed to the licensing officer Jane Tear. Please see attachment for the correct Cover Letter directed to yourself.

Kind regards,

Jason Hoffman.

From: [Masini, Bill](#)
To: ["Jason Hoffman"](#)
Cc: [McArthur, Wesley](#)
Subject: RE: 138 Rye lane. Premises license.
Date: 22 November 2017 23:24:32
Attachments: [image001.png](#)

Thanks for getting back to me so quickly Jason.

I see Wesley made a suggestion later this afternoon as to wording which incorporated both of my "children related" conditions into just one condition. I don't have any firm views on that but accepting his proposal, then you don't need your No.2 condition in your email tonight below.

Wesley, we can go for the 1 & 3 in Jason's email below plus the age verification ones as per in Trading Standards' original representations that Jason accepted yesterday.

On that basis Trading Standards withdraws its representations in this application.

Best regards

Bill Masini - Trading Standards Officer

Southwark Council Trading Standards | Environment & Social Regeneration

3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX

Direct line 020 7525 2629 | Fax 020 7525 5735 | Call Centre 020 7525 2000

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From: Jason Hoffman [mailto:]
Sent: Wednesday, November 22, 2017 9:09 PM
To: Masini, Bill
Cc: McArthur, Wesley
Subject: Re: 138 Rye lane. Premises license.

Dear Bill,

Fantastic news - and yes, mum always knows best!

Further to my previous email, we agree to the following conditions:

- 1) Children are only permitted to be on the premises until 19:30 hours **and only when accompanied by a responsible adult who is sitting and eating.**
- 2) No children shall be on the premises after 19.30 hours.
- 3) No beers, lagers or ciders in single cans, bottles or multi-packs with an ABV of more than 5.5% will be displayed, sold or offered for sale on or from the premises.

I hope this satisfies Trading Standards, of course if there is anything else you would like us to add, please let me know.

Best,

Jason Hoffman.

From: McArthur, Wesley <Wesley.McArthur@southwark.gov.uk>
Sent: 22 November 2017 17:00:14
To: Masini, Bill; 'Jason Hoffman'
Cc: Graham White (graham.s.white@met.pnn.police.uk); 'Ian.Clements@met.pnn.police.uk'
Subject: RE: 138 Rye lane. Premises license.

Dear Bill / Jason,

You may wish to consider amending the first condition to read:

- Children are only permitted to be on the premises until 19:30 hours **and only when accompanied by a responsible adult who is sitting and eating.**

Regards,

Wesley McArthur

Principal Enforcement Officer

London Borough of Southwark

E-mail: wesley.mcarthur@southwark.gov.uk

General: licensing@southwark.gov.uk

Phone: 020 7525 5779

Fax: 020 7525 5705

Address: Licensing, Health & Safety, Hub 1, 3rd Floor, 160 Tooley Street, SE1 2QH
<http://www.southwark.gov.uk/business/licences/entertainment-and-alcohol-licences/women-s-safety>

From: Masini, Bill
Sent: Wednesday, November 22, 2017 4:13 PM
To: 'Jason Hoffman'

Cc: McArthur, Wesley; Graham White (graham.s.white@met.pnn.police.uk); 'Ian.Clements@met.pnn.police.uk'
Subject: RE: 138 Rye lane. Premises license.

Dear Jason

Many thanks for your 2 emails together with the attachments.

Firstly, duly noted about the name change; made me smile what you said about listening to your mum's advice! It's usually very sound in my experience.

Pleased you are happy re the conditions Trading Standards proposed.

Re children on the premise, to cover this I've drafted the condition below. Please let me confirm that is ok with you.

- Children are only permitted to be on the premises with an accompanied responsible adult who is sitting and eating until 19:30 hours.
- No children shall be on the premises after 19.30 hours.

In your cover letter under heading of "The prevention of Crime and disorder" at paragraph 27 you mention that you are not sell beers and ciders above 5.5% ABV and I formally express our acknowledgement of this responsible approach. This is an issue that arises for premises in Southwark on a regular basis. I have drafted the following condition to cover this. Again please confirm you are happy as worded.

- No beers, lagers or ciders in single cans, bottles or multi-packs with an ABV of more than 5.5% will be displayed, sold or offered for sale on or from the premises.

On receipt of your email (assuming you are happy with these) Trading Standards will be in a position to withdraw its "objections" to your application.

Best regards

Bill

Bill Masini - Trading Standards Officer

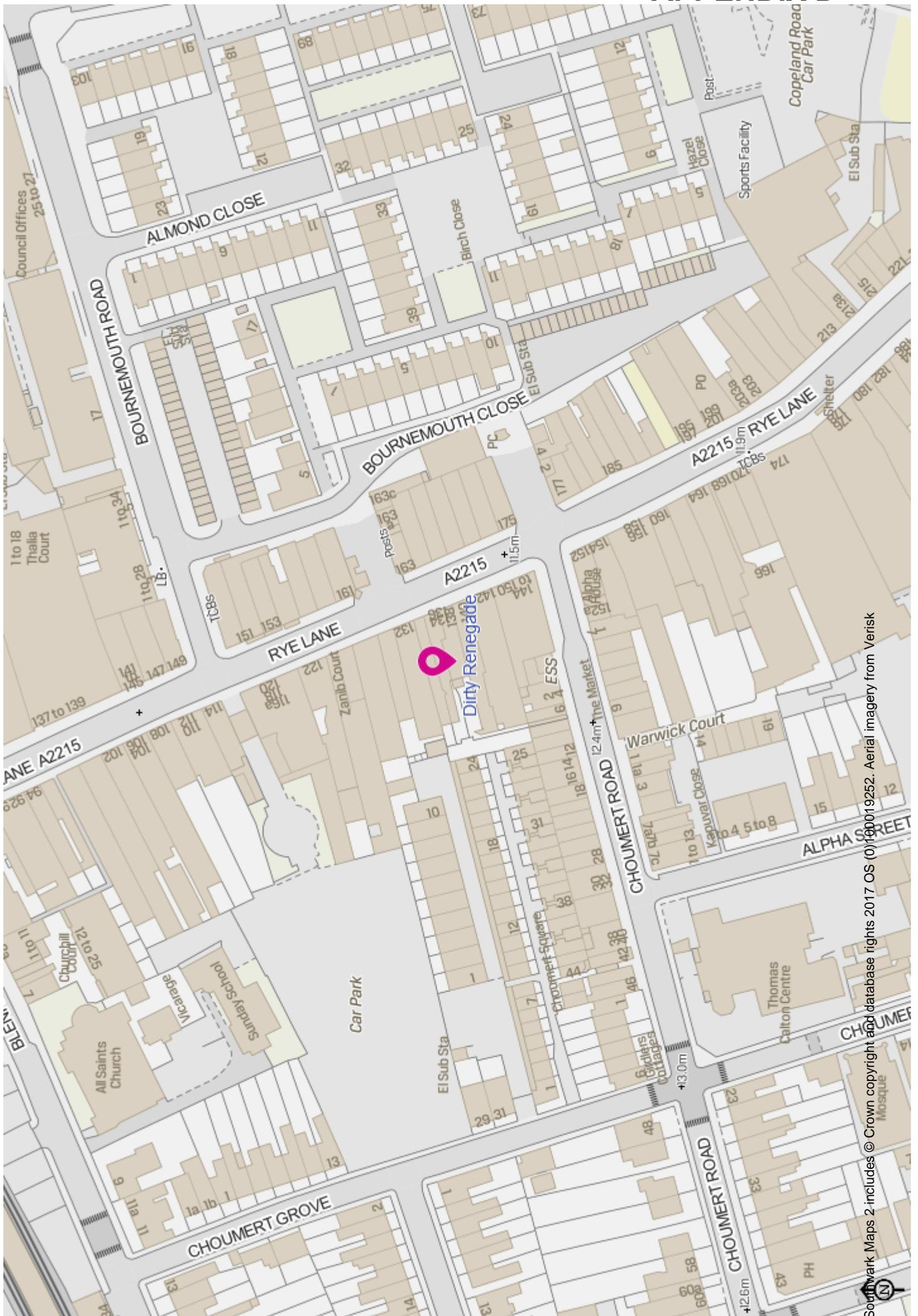
Southwark Council Trading Standards | Environment & Social Regeneration

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Agenda Item 6

Item No. 6.	Classification: Open	Date: 10 January 2018	Meeting Name Licensing Sub-Committee
Report title:		Licensing Act 2003: The Coronet, Railway Arch 3,4 ,5 And 6, Elephant Road, Elephant Mews, London SE17 1LB	
Ward(s) or groups affected:		East Walworth	
From:		Strategic Director of Environment and Social Regeneration	

RECOMMENDATIONS

1. That the licensing sub-committee notes that this is a re-hearing further to a review hearing held on 31 July 2017 following an application made under Section 53C of the Licensing Act 2003 by the Chief of Police for the Metropolitan Police for a summary review of the premises licences in respect of the premises known as The Coronet, Railway Arches 3, 4, 5 and 6, Elephant Road, Elephant Mews, London SE17 1LB.
2. That the licensing sub-committee notes that the decision has been appealed at the Magistrates' Court by the premises licence holder, but, the application has been remitted back to the licensing sub-committee in order to reconsider the decision.
3. That the licensing sub-committee considers an application made under Section 53C of the Licensing Act 2003 by the chief of police for the metropolitan police for a summary review of the premises licences in respect of the premises known as The Coronet, Railway Arch 3, 4, 5 and 6, Elephant Road, Elephant Mews, London SE17 1LB.
4. **Notes:**
 - a) In order to reduce duplicate material, Members are referred to report dated 31 July 2017 for copies of the current premises licences issued in respect of the premises (contained in Appendix A of the previous report, which is Appendix 6 here).
 - b) In order to reduce duplicate material, Members are referred to the copy of the full application and certificate attached Appendix B of the previous report, dated 31 July 2017.
 - c) A copy of the Notice of Decision from the first hearing held on 6 July 2017 is in Appendix 1 accompanied by the Notice of Decision from 31 July 2017 Hearing.
 - d) A copy of the council's approved procedure for hearings of the sub-committee in relation to an application made under the Licensing Act 2003, along with a copy of the hearing regulations, has been circulated to all parties to the meeting.

BACKGROUND INFORMATION

The Licensing Act 2003

5. The Licensing Act 2003 provides a licensing regime for:
 - The sale of and supply of alcohol
 - The provision of regulated entertainment
 - The provision of late night refreshment.
6. Within Southwark, the licensing responsibility is wholly administered by this council.

7. The Act requires the licensing authority to carry out its functions under the Act with a view to promoting the four stated licensing objectives. These are:
 - The prevention of crime and disorder
 - The promotion of public safety
 - The prevention of nuisance
 - The protection of children from harm.

8. In carrying out its licensing functions, a licensing authority must also have regard to
 - The Act itself
 - The guidance to the act issued under Section 182 of the Act
 - Secondary regulations issued under the Act
 - The licensing authority's own statement of licensing policy
 - The application, including the operating schedule submitted as part of the application
 - Relevant representations.

9. The summary review powers under sections 53A to 53C of the Act allow the police to trigger a fast track process to review a premises licence where the police consider that the premises are associated with serious crime or serious disorder (or both); and the licensing authority to respond by taking interim steps quickly, where appropriate, pending a full review.

KEY ISSUES FOR CONSIDERATION

The premises licence

10. There are currently two premises licences in respect of the premises known as The Coronet, for two different parts of the premises. The main part of the building is at 28 Old Kent Road, London SE1 6TJ and the annex at Railway Arch 3,4 ,5 And 6, Elephant Road, Elephant Mews, London SE17 1LB. Both premises licences are held by Elephant Music Limited.

11. 28 Old Kent Road has held a premises licence since the transition of licences in 2005. Following the licensing sub-committee decision of 31 July 2017 the current licence became time limited until 2 January 2018 the details of which are:
 - Opening Hours:
Monday to Wednesday 09:00 to 03:30
Thursday to Sunday 09:00 to 07:30

 - Licensable activities: the provision of regulated entertainment in the form of plays, films, indoor sports, boxing or wrestling, live music, recorded music, performances of dance, anything similar to live/recorded music and sale of alcohol (on sales only):
Monday to Wednesday 09:00 to 03:00
Thursday to Sunday 09:00 to 07:00

 - The provision of late night refreshment:
Monday to Wednesday 23:00 to 03:00
Thursday to Sunday 23:00 to 07:00

12. Railway Arches 3-6 Elephant Road has held a premises licence since September 2011 and the details of this current licence are:
 - Opening Hours:

Monday to Wednesday 09:00 to 03:00

Thursday to Sunday 09:00 to 07:00

- Licensable activities for Arches 3, 4, 5 & 6 - The provision of regulated entertainment in the form of plays, films, indoor sports, boxing or wrestling, sale of alcohol:

Monday to Wednesday 09:00 to 03:30

Thursday to Sunday 09:00 to 07:30

- The provision of late night refreshment:

Monday to Wednesday 23:00 to 03:00

Thursday to Sunday 23:00 to 07:00

- Licensable activities for Arches 3 only: The provision of regulated entertainment in the form of live music, recorded music, performances of dance and anything similar to live/recorded music:

Monday to Wednesday 09:00 to 03:00

Thursday to Sunday 09:00 to 07:00

13. Copies of the current premises licences are attached as Appendix 6.

Designated premises supervisor

14. The designated premises supervisor (DPS) for both licences is Samantha June Porter who holds a personal licence issued by the London Borough of Hackney.

The review application and certificate

15. On 4 July 2017 the Metropolitan Police applied to the licensing authority for a summary review of the premises licence issued in respect of the premises known as The Coronet, 28 Old Kent Road, London SE1 6TJ and The Coronet, Railway Arch 3, 4, 5 and 6, Elephant Road, Elephant Mews, London SE17 1LB.
16. On 3 July 2017 a Superintendent for the Metropolitan Police force certified that in his opinion the premises are associated with serious disorder.
17. The application is concerned with a serious incident that took place in the early hours of Sunday 2 July 2017 from 02:06. The police attended the premises further to an emergency call requesting assistance as 200 people had rushed the front door. Police units were dispatched arriving at 02:12 and it became clear that a serious public order situation was occurring. Police specials and dog units were requested and at 02:13 officer assistance was required to deal with a large fight.
18. The seriousness of these incidents passes the police threshold test for what amounts to serious disorder, and of particular concern is the scale, length of time and resources it took to regain control.
19. It has been described as 'serious disorder' with missiles being thrown and fights occurring. The road was blocked and the crowd estimated up to a thousand spanning round to the Walworth road.
20. The venue holds approximately 2600 people over a number of floors. On police arrival it was estimated that between 750 to 800 people were inside and estimates range from between 500 to 1000 for the number of people outside (venue estimates). The venue was expecting 2000 people to attend the event. Police felt it was clear that the venue was

unable to cope with this amount of people entering and carrying out full searches and ID checks. Some people outside claimed that they had been waiting for up to 2 hours.

21. Whilst police and security staff attempted to regain control, a number of attempts by those queuing were made to enter the venue including via the station and railway lines and other emergency exits. Police cordons had to be put around all entry points and across the road. Police attempted to withdraw from the area but as soon as they did further disorder occurred and there were further attempts to enter the venue.
22. In addition, on the 26 February 2017 at about 03:50 a breach of the door at the venue occurred by a large group of males forcing their way by the security at the entrance into the venue. During this a firearm was seen and as such the club was closed and required considerable police resources to manage the risk involved around this.
23. In addition, on the 13 May 2017 at about 05:30 council CCTV controllers reported a large disturbance outside and on police arrived reported about 100 people fighting and officers required urgent assistance due to serious disorder.
24. In November 2015, the premises licence holders were subject of another Section 53(A) and section 53(C) review relating to violence and breach of security where weapons got inside the venue which was considered a serious breach on security. One male was stabbed, a noxious substance was discharged and a firearm was believed seen. Conditions were placed on the licence in an attempt to prevent further violence and disorder being associated with the venue. A number of instances have occurred since and a number this year. The venue is situated in a difficult position on a major road with limited pavement space outside to establish a safe and controlled queuing system. The amount of people attending DJ lead events and the security controls required at this sort of event appear to be causing the disorder and violence.
25. In 2017 Police have received at least 15 emergency calls to the 999 system to the venue tagged as violent incidents.
26. The premises licence was subsequently reviewed at a hearing held on 6 July 2017.
27. A copy of the review application is available in Appendix B of the previous report, which is Appendix 7 here. Copies of the premises licences for the main Coronet building and the adjacent Arches are available in Appendix 5.
28. The full hearing was held on 30 July 2017. Copies of the notice of decision from each of those hearings are available in Appendix 1.
29. As a result of the Hearing on 6 July 2017, the licensing sub-committee put a number of measures in place, namely:
 - a) That the project X (7 July 2017), Dancehall v Soca (22 July 2017) and PJ Lingere Party (29 July 2017) events be cancelled.
 - b) That there are no future events promoted by DJ Dean or David Ice.
 - c) That condition 847 on licence number 850322 be amended to read "There shall be a minimum ratio of one SIA staff member to 50 patrons or such ration as the police may think fit following consultation with them in respect of any specific event".
 - d) That condition 840 on licence number 850325 be amended to read "There shall be a minimum ratio of one SAI staff member to 50 patrons or such ration as the police may think fit following consultation with them in respect of any specific event".

30. On 9 July 2017 at 01:00 in the morning, the licensing authority attended the premises during a large-scale Pride event, in order to confirm that all interim measures had been put in place. The designated premises supervisor Sam Porter was met and no issues were found; with minimal queues. At that time, 1078 attendees were inside the premises, though the organisers had originally expected 1800. They believed that attendance would peak at 1200-1300 attendees. The total numbers of SIA door staff was to be 35 by 02:00.
31. On 31 July 2017 the full hearing took place. A copy of the notice of decision is available in Appendix 1. The interim steps imposed on 6 July were modified. Essentially, an additional condition was to be imposed stating:
- That the premises licences numbers 850322 and 850325 for The Coronet be modified to time limited premises licences and terminating at 00:00 hours on 2 January 2018.
32. On 24 August 2017, an appeal was lodged at Camberwell Green Magistrates Court. The appeal lodged is in respect of The Coronet, Railway Arch 3, 4, 5 and 6, Elephant Road, Elephant Mews, London SE17 1LB only, on the basis that any conditions should only have been applied to Licensing Number 850322 (the licence for the Coronet main building), and not Licence Number 830325 for The Arches running adjacent to the external area of the premises. A copy of the notice of appeal is available in Appendix 2.
33. On 4 September 2017 a new premises licence application was revived in respect of The Coronet, Railway Arches 3, 4, 5 and 6, Elephant Road, Elephant Mews, London SE17 1LB. The application received representations from 11 local residents, this council's licensing authority and public health department. The application was an exact mirror image of the previous licence. The application was withdrawn on 11 October, with the applicant's legal representative stating that the licence holder intended to 'pursue the appeal' instead.
34. On 6 December 2017, the licence holder and legal representative met with the responsible authorities at the council offices to discuss the appeal. Prior to that meeting, two potential business proposals had been submitted along with plans. These are available in Appendix 3. The responsible authorities were advised that the area is currently derelict and unusable and that the intention is to effectively retain a holding licence for the area.
35. The legal representative was also asked to submit a covering email to provide an outline of the proposals. This advised further that the intention would be to reduce the licensable hours of the Arches in line with the Southwark licensing policy in the area. In addition, the following condition has been offered which effectively renders the licence unusable:
- That no licensable activity to be permitted at the premises until new layout plans have been approved by the licensing sub committee.
36. The email containing the above offered condition is also available in Appendix 3.

Representations from responsible authorities

37. All representations to the initial application are available in Appendix E of the report dated 31 July 2017. Representations were received by this council's licensing authority and the police.

Representations from other persons

38. A representation was made by one local resident in support of the police review at the original hearing (Appendix F of the report dated 31 July 2017). The resident has remained in communication with the council and has been informed of the proposed amendments of the premises licence holder and the date of the re-hearing.

Operating history

39. As stated above, on 10 November 2015 the Metropolitan Police applied to the licensing authority for a summary review of the premises licence issued in respect of the premises known The Coronet, 28 Old Kent Road, London SE1 6TJ and Railway Arch 3,4 ,5 And 6, Elephant Road, Elephant Mews, London SE17 1LB. A senior member of the police force for the area has certified that in his opinion the premises are associated with serious crime or serious disorder or both.
40. The review application stated the premises licence numbers 840278, which related to 28 Old Kent Road, London SE1 6TJ, 840281 which relates to the annex at Railway Arch 3,4, 5 And 6, Elephant Road, Elephant Mews, London SE17 1LB and 845674 which relate to a time limited premises licence which is now expired.
41. The application was concerned with serious incidents that took place on 8 November 2015 where it was alleged that a fight broke out involving approximately 15 patrons, a noxious gas was discharged and a person was found with a stab wound and a gun was seen all within the premises. Other crime in or immediately outside the premises including three separate incidents of theft.
42. On 13 March 2017, a local resident initiated a review, further to anti-social issues experienced by who they claimed, were patrons of The Coronet. The review was subsequently withdrawn.
43. Two time limited premises licences have been applied for since that time, firstly on 27 September and secondly for 1 November, effectively extending the existing permitted licensable activities at the main Coronet building. Neither received representations and both were deemed granted via delegated authority.
44. The following visits have been carried out at the premises during night time economy visits in relation to the entrance area.

Date of Visit	Time of Visit	Outcome Comments
15/04/2017	22:18	No Queues outside yet, premises open
16/04/2017	02:15	No Queues outside yet, premises open
28/05/2017	00:20	Long queues outside, gay night no issues
28/05/2017	01:35	No queues outside now, all in order
09/07/2017	01:00	Pride event, minimal queues, no issues.

The local area

45. A map of the local area is attached at Appendix 4. There are other licensed premises in the area, namely:

The Charlie Chaplin, 26 New Kent Road, London SE1 6TJ (licence to be surrendered on 5 January 2018)

- The sale by retail of alcohol (both on and off sales):
 - Monday to Saturday from 11:00 to 01:00 (the following day)
 - Sunday from 11:00 to 23:00.
- The provision of late night refreshment (indoors):
 - Monday to Saturday from 23:00 to 01:30 (the following day)
 - Sunday from 23:00 to 23:30.

- The provision of regulated entertainment in the form of live and recorded music (indoors):
 - Monday to Friday from 21:00 to 01:30 (the following day).

Davish News, 30 New Kent Road, London SE1 6TJ

- The sale by retail of alcohol (off sales):
 - Monday to Sunday from 07:00 to 23:00.

Naranjo Restaurant, 113 Elephant Road, London SE17 1LB

- The sale by retail of alcohol (on sales):
 - Monday to Sunday from 07:00 to 22:30.

London Palace Bingo Club, 1st Floor, Shopping Centre Elephant and Castle London SE1 6TE

- The sale by retail of alcohol (on sales):
 - Monday to Friday from 10:00 to 23:00
 - Saturday from 10:00 to 23:30
 - Sunday from 12:00 (midday) to 22:30.
- The provision of late night refreshment (indoors):
 - Monday to Saturday from 23:00 to 23:30.
- The provision of regulated entertainment in the form of live and recorded music and anything similar:
 - Monday to Friday from 10:00 to 23:00
 - Saturday from 10:00 to 23:30
 - Sunday from 12:00 (midday) to 22:30.

Tesco Metro, 326-328 Shopping Centre Elephant and Castle, London SE1 6TB

- The Sale by retail of alcohol (off sales):
 - Monday to Saturday from 07:00 to 22:30
 - Sunday from 09:00 to 17:30.

Agata London, Unit 5 Metro Central Heights, 119 Newington Causeway, London SE1 6DQ

- The sale by retail of alcohol (off sales):
 - Monday to Sunday 24 hours per day.

Nando's, Unit 4 Metro Central Heights, 119 Newington Causeway, London SE1 6BA

- The sale by retail of alcohol (on sales):
 - Monday to Saturday from 11:00 to 00:00 (midnight)

- Sunday from 11:00 to 23:30.
- The provision of late night refreshment (indoors):
 - Monday to Saturday from 23:00 to 00:30 (the following day)
 - Sunday from 23:00 to 00:00 (midnight).

Elephant and Castle Public House, 121 Newington Causeway, London SE1 6BN

- The sale by retail of alcohol (on sales):
 - Sunday to Wednesday from 11:00 to 00:00 (midnight)
 - Thursday from 11:00 to 01:00
 - Friday and Saturday from 11:00 to 02:00 (the following day).
- The provision of late night refreshment (indoors):
 - Sunday to Wednesday from 23:00 to 00:30 (the following day)
 - Thursday from 23:00 to 01:30
 - Friday and Saturday from 23:00 to 02:30 (the following day).
- The provision of regulated entertainment in the form of recorded music (indoors):
 - Sunday to Wednesday from 11:00 to 00:00 (midnight)
 - Thursday from 11:00 to 01:00
 - Friday and Saturday from 11:00 to 02:00 (the following day).

May Stores, Unit A, 28 Arch Street, London SE1 6AS

- The sale by retail of alcohol (off sales)
 - Monday to Sunday from 07:00 to 02:00 (the following day).

Southwark Council statement of licensing policy

46. Council assembly approved Southwark's statement of licensing policy 2016 to 20 on 25 November 2015. The policy came into effect on 1 January 2016. Sections of the statement that are considered to be of particular relevance to the sub-committee's consideration are:

- Section 3 - Purpose and scope of the policy. This reinforces the four licensing objectives and the fundamental principles upon which this authority relies in determining licence applications.
- Section 5 - Determining applications for premises licences and club premises certificates. This explains how the policy works and considers issues such as location; high standards of management; and the principles behind condition setting.
- Section 6 - Local cumulative impact policies. This sets out this authority's approach to cumulative impact and defines the boundaries of the current special policy areas and the classifications of premises to which they apply. To be read in conjunction with Appendix B to the policy.
- Section 7 - Hours of operation. This provides a guide to the hours of licensed operation that this authority might consider appropriate by type of premises and (planning) area classification.

- Section 8 - The prevention of crime and disorder. This provides general guidance on the promotion of the first licensing objective.
 - Section 9 - Public safety. This provides general guidance on the promotion of the second licensing objective.
 - Section 10 - The prevention of nuisance. This provides general guidance on the promotion of the third licensing objective.
 - Section 11 - The protection of children from harm. This provides general guidance on the promotion of the fourth licensing objective.
47. The purpose of Southwark's statement of licensing policy is to make clear to applicants what considerations will be taken into account when determining applications and should act as a guide to the sub-committee when considering the applications. However, the sub-committee must always consider each application on its own merits and allow exceptions to the normal policy where these are justified by the circumstances of the application. Within Southwark's statement of licensing policy, the premises are identified as being outside of a cumulative impact zone situated within a major town centre area. Relevant closing times recommended in the statement of licensing policy for licensed premises in residential areas are as follows:

- Closing time for night clubs (with sui generis planning classification)
 - Monday to Thursday is 01:00
 - Friday and Saturday 03:00hrs
 - Sunday 00:00.
- Closing time for restaurants and cafes:
 - Sunday to Thursday is 00:00
 - Friday and Saturday is 01:00.

Closing time for Public Houses Wine bars or other drinking establishments:
 Sunday to Thursday is 23:00hrs and for Friday and Saturday 00:00hrs

Resource implications

48. There is no fee associated with this type of application.

Consultation

49. The premises licence holder has been informed of the application for review and of the details of the interim hearing.

Community impact statement

50. Each application is required by law to be considered upon its own individual merits with all relevant matters taken into account.

SUPPLEMENTARY ADVICE FROM OTHER OFFICERS

Director of Law and Democracy

51. The sub-committee is asked to determine, under Section 53C of the Licensing Act 2003, an application, made under Section 53A of the same act, for a review of premises licence. At any stage, following the grant of a premises licence, a responsible authority or any

other person may ask the licensing authority to review the licence because of a matter arising at the premises in connection with any of the four licensing objectives.

52. The principles, which sub-committee members must apply, are set out below.

Principles for making the determination

53. Under s.53 (A)(2) The licensing authority must determine a review application within 28 days of receipt of the application and reach a determination on that review.

54. The four licensing objectives are:

- The prevention of crime and disorder
- The protection of public safety
- The prevention of nuisance
- The protection of children from harm.

55. Each objective must be considered to be of equal importance. The authority must, having regard to the application and any relevant representations, take such of the following steps as it considers appropriate for the promotion of the licensing objectives. The steps are to:

- Modify the conditions of the licence by altering, omitting or adding any condition
- Exclude a licensable activity from the scope of the licence
- Remove the designated premises supervisor
- Suspend the licence for a period not exceeding three months
- Revoke the licence.

56. For the purpose of determining a relevant representation under section 52 of the Act a “relevant representation” means representations which:

- Are relevant to one or more of the licensing objectives
- Are made by the holder of the premises licence, a responsible authority or an other person within the prescribed period
- Have not been withdrawn
- If made by an other person (who is not also a responsible authority), that they Are not, in the opinion of the relevant licensing authority frivolous or vexatious.

57. Modifications of conditions and exclusions of licensable activities may be imposed either permanently or for a temporary period of up to three months.

58. The authority may decide that no action is necessary if it finds that the review does not require it to take any steps appropriate to promote the licensing objectives.

59. In deciding what remedial action if any it should take, the authority must direct its mind to the causes or concerns that the representations identify. The remedial action should generally be directed at these causes and should always be no more than an appropriate and proportionate response.

60. It is of particular importance that any detrimental financial impact that may result from a licensing authority’s decision is appropriate and proportionate to the promotion of the licensing objectives in the circumstances that gave rise to the application for review.

Reasons

61. Where the authority takes interim steps an application for review it must notify the determination and reasons why for making it to:

- The holder of the licence
- The chief officer of police for the area (or each police area) in which the premises are situated.

Hearing procedures

62. Subject to the licensing hearing regulations, the licensing committee may determine its own procedures. Key elements of the regulations are that:
- The hearing shall take the form of a discussion led by the authority. Cross examination shall not be permitted unless the authority considered that it is required for it to consider the representations.
 - Members of the authority are free to ask any question of any party or other person appearing at the hearing.
 - The committee must allow the parties an equal maximum period of time in which to exercise their rights to:
 - Address the authority
 - If given permission by the committee, question any other party.
 - In response to a point which the authority has given notice it will require clarification, give further information in support of their application.
 - The committee shall disregard any information given by a party which is not relevant to the particular application before the committee and the licensing objectives.
 - The hearing shall be in public, although the committee may exclude the public from all or part of a hearing where it considers that the public interest in doing so outweighs the public interest in the hearing, or that part of the hearing, taking place in private.
 - In considering any representations or notice made by a party the authority may take into account documentary or other information produced by a party in support of their application, representations or notice (as applicable) either before the hearing or, with the consent of all the other parties, at the hearing.
63. This matter relates to the determination of an application for a premises licence under section 17 of the Licensing Act 2003. Regulation 26(1) (a) requires the sub-committee to make its determination at the conclusion of the hearing.

Council's multiple roles and the role of the licensing sub-committee

64. Sub-committee members will note that, in relation to this application, the council has multiple roles. Council officers from various departments have been asked to consider the application from the perspective of the council as authority responsible respectively for environmental health, trading standards, health and safety and as the planning authority.
65. Members should note that the licensing sub-committee is meeting on this occasion solely to perform the role of licensing authority. The sub-committee sits in quasi-judicial capacity, and must act impartially. It must offer a fair and unbiased hearing of the application. In this case, members should disregard the council's broader policy objectives and role as statutory authority in other contexts. Members must direct themselves to making a determination solely based upon the licensing law, guidance and the council's statement of licensing policy.
66. As a quasi-judicial body the licensing sub-committee is required to consider the application on its merits. The sub-committee must take into account only relevant factors,

and ignore irrelevant factors. The decision must be based on evidence, that is to say material, which tends logically to show the existence or non-existence of relevant facts, or the likelihood or unlikelihood of the occurrence of some future event, the occurrence of which would be relevant. The licensing sub-committee must give fair consideration to the contentions of all persons entitled to make representations to them.

67. The licensing sub-committee is entitled to consider events outside of the premises if they are relevant, i.e. are properly attributable to the premises being open. The proprietors do not have to be personally responsible for the incidents for the same to be relevant. However, if such events are not properly attributable to the premises being open, then the evidence is not relevant and should be excluded. Guidance is that the licensing authority will primarily focus on the direct impact of the activities taking place at the licensed premises on members of the public, living, working or engaged in normal activity in the area concerned.
68. Members will be aware of the council's code of conduct which requires them to declare personal and prejudicial interests. The code applies to members when considering licensing applications. In addition, as a quasi-judicial body, members are required to avoid both actual bias, and the appearance of bias.
69. The sub-committee can only consider matters within the application that have been raised through representations from other persons and responsible authorities. Other persons must live in the vicinity of the premises. This will be decided on a case to case basis.
70. Under the Human Rights Act 1998, the sub-committee needs to consider the balance between the rights of the applicant and those making representations to the application when making their decision. The sub-committee has a duty under section 17 Crime and Disorder Act 1998 when making its decision to do all it can to prevent crime and disorder in the borough.
71. Other persons, responsible authorities and the applicant have the right to appeal the decision of the sub-committee to the magistrates' court within a period of 21 days beginning with the day on which the applicant was notified by the licensing authority of the decision to be appealed against.

Guidance

72. Members are required to have regard to the Home Office Revised Guidance in carrying out the functions of licensing authority. However, guidance does not cover every possible situation, so long as the guidance has been properly and carefully understood, members may depart from it if they have reason to do so. Full reasons must be given if this is the case.

Strategic Director of Finance and Governance

73. The head of community safety and enforcement has confirmed that the costs of this process are borne by the service.

BACKGROUND DOCUMENTS

Background Papers	Held At	Contact
Licensing Act 2003 Home Office Revised Guidance to the Act Secondary Regulations Southwark Statement of Licensing Policy Case file	C/O Southwark Licensing, Community Safety & Enforcement, 3rd Floor Hub C, 160 Tooley Street PO Box 64529 SE1 5LX	Mrs Kirty Read Tel:02075255748

APPENDICES

Name	Title
Appendix 1	Notices of Decision from 6 July and 31 July 2017
Appendix 2	Notice of Appeal
Appendix 3	Two business proposals with plans and a covering email
Appendix 4	Map of the area
Appendix 5	Premises Licences for the Coronet and the Arches
Appendix 6	Report from 31 July 2017 with additional appendices A to G

AUDIT TRAIL

Lead Officer	Deborah Collins, Strategic Director of Environment Social Regeneration	
Report Author	Andrew Heron, Principal Licensing Officer	
Version	Final	
Dated	21 December 2017	
Key Decision?	No	
CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER		
Officer Title	Comments sought	Comments included
Director of Law and Democracy	Yes	Yes
Strategic Director of Finance and Governance	Yes	Yes
Cabinet Member	No	No
Date final report sent to Constitutional Team	21 December 2017	

APPENDIX 1**NOTICE OF DECISION****LICENSING SUB-COMMITTEE – 6 JULY 2017**

LICENSING ACT 2003: SECTION 53A: THE CORONET, 28 OLD KENT ROAD, LONDON SE1 6TJ & THE CORONET, RAILWAY ARCH 3,4 ,5 AND 6, ELEPHANT ROAD, ELEPHANT MEWS, LONDON SE17 1LB

1. Decision

That as interim steps to promote the licensing objectives pending the determination of the review application at the full hearing, to be held on 31 July 2017 the licence be modified and the following conditions be added:

1. That the project X (7 July 2017), Dancehall v Soca (22 July 2017) and PJ Lingere Party (29 July 2017) events be cancelled.
2. That there are no future events promoted by DJ Dean or David Ice.
3. That condition 847 on licence number 850322 be amended to read "There shall be a minimum ratio of one SIA staff member to 50 patrons or such ration as the police may think fit following consultation with them in respect of any specific event".
4. That condition 840 on licence number 850325 be amended to read "There shall be a minimum ratio of one SAI staff member to 50 patrons or such ration as the police may think fit following consultation with them in respect of any specific event".

2. Reasons

This was a hearing to consider if it is appropriate to take interim steps to promote the licensing objectives upon receipt of an application by the Metropolitan Police for an expedited summary review of the premises.

The application is concerned with a serious incident that took place in the early hours of Sunday 2 July 2017 from 02:06. The police attended the premises further to an emergency call requesting assistance as 200 people had rushed the front door. Police units were dispatched and it became clear that a serious public order situation was occurring. Police serials and dog units where requested to deal with a large fight. Missiles were being thrown and fights occurring. The road was blocked and the crowd estimated up to a 1000 spanning round to the Walworth Road.

On police arrival it was estimated that between 750 to 800 people were inside and estimates range from between 500 to 1000 for the number of people outside. The police felt it was clear that the venue was unable to cope with this amount of people entering and carrying out full searches and ID checks. Some people outside claimed that they had been waiting for up to two hours. Whilst police and security staff attempted to regain control, a number of attempts by those queuing were made to enter the venue including via the station and railway lines and other emergency exits. Police cordons had to be put around all entry points and across the road. Police attempted to withdraw from the area but as soon as they did further disorder occurred and there were further attempts to enter the venue.

In addition, on 26 February 2017 at around 03:50, a breach of the door at the venue occurred by a large group of males forcing their way by the security at the entrance the venue. During this a firearm was seen and as such the club was closed and required considerable police resources to manage the risk involved around this.

In addition, on the 13 May 2017 at about 05:30, council CCTV controllers reported a large disturbance outside and on police arrival police reported about 100 people fighting and officers required urgent assistance due to serious disorder.

In November 2015, the premises licence holders were subject of another expedited review relating to violence and breach of security where weapons got inside the venue which was considered a serious breach on security, a male was stabbed, a noxious substance was discharged and a firearm was believed seen. Conditions were placed on the licence in an attempt to prevent further violence and disorder being associated with the venue.

A number of incidents have occurred since, including a number this year. The venue is situated in a difficult position on a major road with limited pavement space outside to establish a safe and controlled queuing system. The amount of people attending DJ lead events and the security controls required at this sort of event appear to be causing the disorder and violence.

In 2017 the police have received at least 15 emergency calls to the 999 system to the venue tagged as violent incidents. The police requested that the licence is suspended until such time as the full earring is determined

The licensing sub-committee heard from both the representative of the premises and also the designated premises supervisor (DPS) who reminded the sub-committee that the hearing was not to carry out a full investigation of the event, but alternatively, to consider immediate interim measures to address immediate problems with the premises, in particular the likelihood of serious crime and/or serious disorder and that such steps are deemed "necessary".

They advised that it was not necessary to suspend the licence, nor was it appropriate and proportionate. Events that were considered a risk (by the premises) and attracted a specific type of person had been cancelled. A schedule of licensable events for July 2017 had been produced, detailing seven events. The premises voluntarily cancelled two events and during the course of the meeting agreed to cancel a third one. The sub-committee heard that the premises and the DPS had an excellent working relationship with the licensing authority and the police and overall, the premises were well run.

The licensing sub-committee having read and heard all the evidence before them were extremely concerned about the level of serious disorder that had taken place. They also had concerns about the extent of police resources that had been taken up, the time it took to control that disorder and finally the lack of resources that had been left available for the rest of the borough if a major incident had occurred.

Given the voluntary agreement to cancel certain events until the full review of the licence on 31 July 2017, this licensing sub-committee have agreed not to suspend the premises licence. However, the premises will be expected to address the control measure for types of events deemed a (medium) risk that they identified at the meeting in addition to the queueing system outside the premises. It was clear from the CCTV evidence from the police that the queueing before the incident started was unsatisfactory. The sub-committee have increased the SIA staff ratio/patron ratio. It is recommended that there is an increase of SIA officers deployed outside when there is a significant queue.

The licensing sub-committee were satisfied that the interim steps set out above were necessary in addition to being appropriate and proportionate in order to promote the licensing objectives.

3. Appeal rights

There is no right of appeal to a Magistrates' Court against the licensing authority's decision at this stage.

The premises licence holder may make representation against any interim steps imposed and a hearing to consider the representation will be held within 48 hours of receipt of the representation. The holder of the premises licence may only make further representations if there has been a material change in circumstances since the authority made its determination

Any representation should be in writing and cannot be received outside of normal office hours.

Issued by the Constitutional Team on behalf of the Director of Law and Democracy

Date: 6 July 2017

NOTICE OF DECISION

LICENSING SUB-COMMITTEE – 31 JULY 2017

LICENSING ACT 2003: SECTION 53A: THE CORONET: 28 NEW KENT ROAD, LONDON SE1 6TJ AND RAILWAY ARCHES 3,4,5 AND 6, ELEPHANT ROAD, ELEPHANT MEWS, LONDON SE17 1LB

1. **Decision**

That the council's licensing sub-committee, having had regard to the application by the Metropolitan Police for a review of the premises licence in respect of the premises known as and also having had regard to all other relevant representations has decided it necessary for the promotion of the licensing objectives to:

To modify the licence to add the following conditions:

1. That when any event is deemed to be a "Late Arrivals" event as agreed between the venue and the Metropolitan Police, the premises shall complete a late attendance risk assessment which shall be shared with the Metropolitan Police Service licensing team and the licensing team for Southwark Council.
2. That any late arrivals event shall be operated in accordance with the late attendance policy as agreed between the premises and the Metropolitan Police Service.
3. That the maximum capacity permitted for any 'Late Arrivals' event shall be 1500.
4. That tickets for a late arrivals event shall only be sold in advance and shall not be available on the door on the night of the event.
5. That whenever possible, a time sensitive pricing system for tickets will be operated for a late arrivals event in order to encourage early arrival at the venue.
6. That SIA security shall be employed at a ratio of 1:50 at any late arrivals event.
7. That condition number 858 on premises licences number 850322 and condition 851 on premises licence number 850325 be amended to read "That there shall be no entry or re-entry to the premises after 02:00 hours".
8. That the premises licences numbers 850322 and 850325 for The Coronet be modified to time limited premises licences and terminating at 00:00 hours on 2 January 2018.

9. That the events Jamaican Ind. on 12 August 2017. Foam Party on 19 August 2017, Carnival Party on 25 August 2017, Twisted on 28 August 2017, Dancehall London 15 September 2017 and Dancehall v Soca on 29 December 2017 be cancelled.
10. That the interim steps imposed on 6 July 2017 be modified to reflect the conditions of the Licensing Sub-Committee on 31 July 2017.

2 **Reasons for the decision**

The reasons for this decision are as follows:

The licensing sub-committee heard from the Metropolitan Police Service representative, the applicant for the review who advised that the incident on took place in the early hours of Sunday 2 July 2017 at (approximately 02:06) was an extremely serious incident that had a huge impact on police resources which took several hours to being under control.

The police had met with the premises and identified the problem as being the sheer number of people trying to enter the even and the time it was taking for people to enter. This caused frustration with patrons and resulted in serious disorder and violence with missiles being thrown and fights occurring. The road was blocked and the crowd estimated up to a thousand spanning round to the Walworth road.

The officer for the police referred to other occasions when similar incidents occurred, including 26 February 2017 at approximately 03:50 hours when a breach of the door at the venue occurred by a large group of males forcing their way into the venue at the entrance and the security. During this a firearm was seen and as such the club was closed and required considerable Police resources to manage the risk involved around this.

On 13 May 2017 at approximately 05:30 Southwark's CCTV reported a large disturbance outside and on police arrived reported about 100 people fighting and officers required urgent assistance due to serious disorder.

Also, in November 2015, the premises licence holders were subject of another Section 53(A) (C) review relating to violence and breach of security where weapons got inside the venue which was considered a serious breach on security where one male was stabbed, a noxious substance was discharged and a firearm was believed seen. Conditions were placed on the licence in an attempt to prevent further violence and disorder being associated with the venue.

A number of instances have occurred since November 2015 and a number this year and in 2017 Police have received at least 15 emergency calls to the 999 system to the venue tagged as violent incidents. The venue is situated in a difficult position on a major road with limited pavement space outside to establish a safe and controlled queuing system. The amount of people attending DJ lead events and the security controls required at this sort of event appear to be causing the disorder and violence.

The Metropolitan Police requested that the licensing sub-committee consider revoking the licence.

The licensing sub-committee heard from licensing as a responsible authority in relation to the prevention of crime and disorder, the prevention of public nuisance and public safety. The primary concern was that the premises has had a similar review in November 2015 this leads to a concern that the premises is not being run responsibly as there is little faith in the management. Furthermore, condition 345 on licence number 850322 states that the submission of Metropolitan Police Venue Hire Agreements forms shall be submitted to the Walworth Police Station 28 days prior to an event. The premises had breached this condition in that they only submitted the Form 696 for the event on 1 and 2 July 2017 12 days in advance of the event.

The licensing sub-committee heard a local resident who submitted a representation supporting the review. A second resident was called as a witness, who also supported the review. The residents gave a rundown of anti-social behaviour caused by the patrons of the Coronet: using racist and homophobic abuse, rubbish including drug paraphernalia left strewn in the vicinity, urinating and defecating in public and parking issues. As a result of the conduct of the patrons, the resident stated that they planned their life around the Coronet and when late night events are advertised they would ensure that they were not in the immediate area, so that they could sleep.

The licensing sub-committee heard from the representatives for the premises who advised that the lease to the premises ends on 5 January 2017 and the last planned event would take place on 31 December 2017/ 1 January 2018. Their Form 696 for the event in question was returned and identified no risks.

The incident of 2 July 2017 occurred as a result of 10-15 male youths who did not want to join the queue, which was approximately 200 metres long, so they decided to jump it and rushed the door. As a result of the incident the event inside the premises was closed.

Whilst there were no concerns with the DJ running the event, concern had been raised as to the type of event it was, which arguably could be described as "urban", which in itself was difficult to define the type of audience and genre of music. That said, in the last two years approximately 216,000 people had gone through the doors of the Coronet and there had been 48 urban type events and in that time, the premises had been subject to two reviews. As a result, the premises offered a number of conditions that would allow the premises to operate until the end of the lease in January 2018 safely, in addition, the premises would adopt an "Event Late Attendance Risk Assessment Policy".

The licensing sub-committee considered all of the oral and written representations before it and were impressed by the local resident's view that they did not want to see the premises closed down (before its time), but wanted to a stop to the types of events that were causing the problems and disturbances that they were experiencing. For that reason, the licensing sub-committee have imposed the condition (numbered 1-9 above).

The sub-committee accepts the difficulties in defining these types of events. Having considered the premises Event Late Attendance Risk Assessment Policy, we recommend that the section "Liaising with Authorities" be amended to read "*Once all information has been gathered and the risk assessment form complete, this must be sent to Southwark Borough Police Licensing Unit at Southwark Police Station at 323 Borough High Street, SE1 1JL at email: SouthwarkLicensing@met.police.uk and the police will share any concerns that they may have 48 hours after submitting the form and may request that a late night event be cancelled if necessary. No unreasonable requests will be made*".

The interim steps imposed on 6 July 2017 shall also be modified to reflect the conditions of the licensing sub-committee on 31 July 2017.

In reaching this decision the sub-committee had regard to all the relevant considerations and the four licensing objectives and considered that this decision was appropriate and proportionate

3 **Appeal rights**

This decision is open to appeal by either:

- a) The applicant for the review
- b) The premises licence holder
- c) Any other person who made relevant representations in relation to the application.

Such appeal must be commenced by notice of appeal given by the appellant to the justices' clerk for the Magistrates Court for the area within the period of 21 days beginning with the day on which the appellant was notified by this licensing authority of the decision.

This decision does not have effect until either:

- a) The end of the period for appealing against this decision
- b) In the event of any notice of appeal being given, until the appeal is disposed of.

The interim steps is open to appeal by:

- a) The chief officer of police for the police area in which the premises is situated; or
- b) The holder of the premises licence

Such appeal must be commenced by notice of appeal given by the appellant to the justices' clerk for the Magistrates Court for the area within the period of 21 days beginning with the day on which the appellant was notified by this licensing authority of the decision

Issued by the Constitutional Team on behalf of the Director of Law and Democracy

Date: 31 July 2017



Date: 17th October 2016
Our ref: CAB/34774.00003
Your ref:
DDI: 020 3400 2326
e-mail: craig.baylis@blplaw.com

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London EC4R 9HA
Tel: +44 (0)20 3400 1000
Fax: +44 (0)20 3400 1111
DX92 London
www.blplaw.com

Camberwell Green Magistrates' Court
15 D'Eynsford Rd,
Camberwell,
London
SE5 7UP
BY COURIER

Dear Sir

**Licensing Act 2003 – Appeal Notice – Premises Licence at The Railway Arches 3,4,5 and 6
Elephant Road, Elephant Mews, London SE17 1LB**

We enclose Notice of Appeal, court fee in the sum of £410, and a copy of the decision notice received on 4th August by e mail.

We look forward to hearing from you with a first date of hearing for case management.

Yours faithfully

A handwritten signature in blue ink, appearing to be 'J. Baylis', written over a horizontal line.

Berwin Leighton Paisner LLP

jnn\57272841.1

cc. Mr Debra Allday, legal services, Southwark Council, Tooley Street, London SE1

LICENSING ACT 2003**NOTICE OF APPEAL**

TO Camberwell Green Magistrates Court

AND TO Southwark Council

TAKE NOTICE THAT Elephant Music Ltd. c/o Berwin Leighton Paisner LLP intends to appeal to the Camberwell Green Magistrates Court, D'Eynsford Road London SE5 against a decision of the Southwark Council Licensing Sub Committee on 31st July 2017 to impose certain conditions on the Premises Licence at The Railway Arches 3,4,5 and 6 Elephant Road, Elephant Mews, London SE17 1LB (licence number 830325) as recorded in the decision notice received by the appellants through their solicitor on 4th August 2017.

AND FURTHER TAKE NOTICE that the grounds of this Appeal are:-

1. The Licensing Sub Committee did not take account of relevant considerations as the operation of the licence had no bearing on the facts giving rise to the review proceedings
4. The decision to impose condition 8 of the Decision Notice on this premises licence (number 830325) was disproportionate and wrong in the light of the facts giving rise to the review proceedings.

GIVEN UNDER OUR HANDS this 24th day of August 2017



BERWIN LEIGHTON PAISNER LLP
Adelaide House
London Bridge
EC4R 9HA
Solicitors and Authorised Agents for and on
behalf of the said Applicants

Elephant Arches December 2017

Background

- The six Arches are on a separate lease to the Coronet and have several years remaining.
- Currently the Arches are ancillary to the Coronet and used for either cloakroom, storage, bars and music or medic room.
- As of January 2nd 2018 the Coronet lease ends and the Arches lease continues.

Idea

- With the development of Lend Lease on the Heygate Estate and Delancey with the shopping centre the idea is to invest £1m and refurbish the Arches breaking through the Arches to have one long space.
- Two Options:-
- 1) Aim of having a 300 capacity Latin themed Restaurant and Bar and supporting the local Latin community.
- 2) Food Street Market hosting local food and drink businesses in the area.

Concept 1 Restaurant and Bar

- Trading potential would be from 12pm until 2am
- The mix intended would be between 40% food and 60% drink.
- Latin Restaurant and Bar for local community
- Table seating for up to 10 people
- Wooden floor for Salsa dancing and lessons
- Live Latin Bands and Latin DJ's
- Food- Maize based dishes, arepas, tacos, tortilla's, Argentinian Steaks
- Drinks- Caipirinia's, Mojito's, Margarita's

Similar Concepts

- Cubana <https://www.cubana.co.uk/>
- Floripa <http://www.floripalondon.com/>
- Barrio Bars <http://www.barriobars.com/>
- The Forge Venue <http://www.forgevenue.org/>
- Made in Brazil
<http://www.madeinbrasilboteco.co.uk/>

Mood Board



Food and Drink Mood Board



Facts

- Locally sourced Latin food
- Investment of circa £1m
- Employment of up to 50 staff
- Aim to open in 2020 (after shopping centre development has started)

Concept 2 Street food market

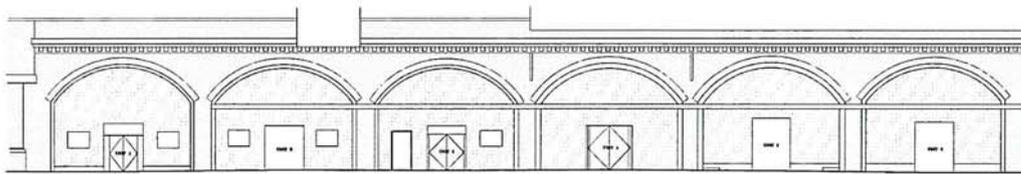
- Trading potential would be from 12pm until 2am
- The mix intended would be between 65% food and 35% drink.
- Latin street food and local engaged craft drinks
- Up to 15 street food vendors on a license
- Outside tables and chairs license

Similar concepts

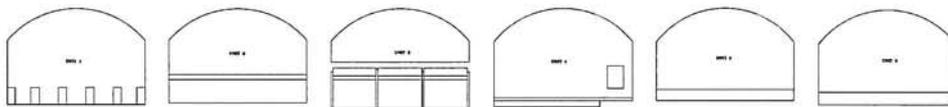
- <http://www.mercatometropolitano.co.uk/>
- <http://www.altrinchammarket.co.uk/>
- <http://www.maltby.st/>
- <http://www.bitecross.co.uk/>
- <http://www.urbanfoodfest.com/>



EXISTING



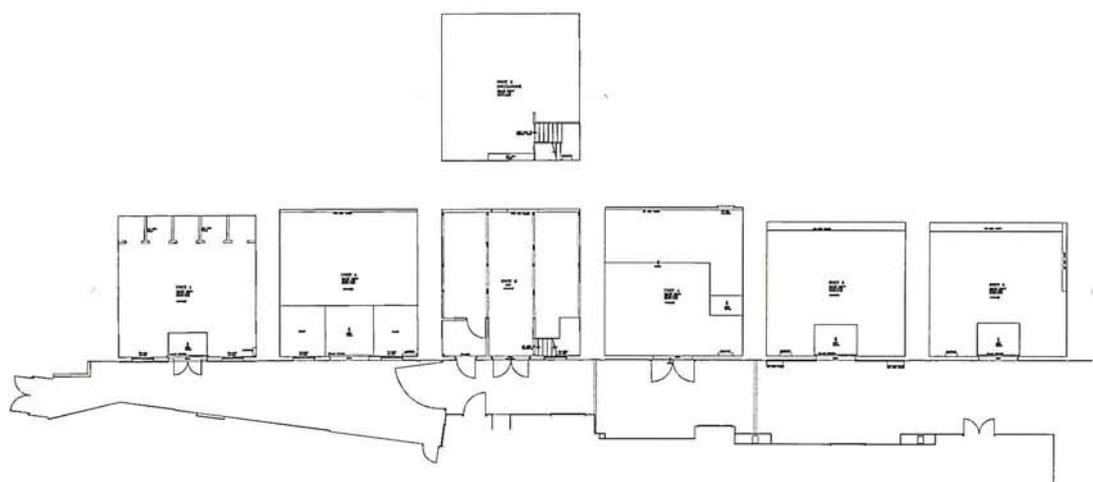
FRONT ELEVATION



SECTION A-A

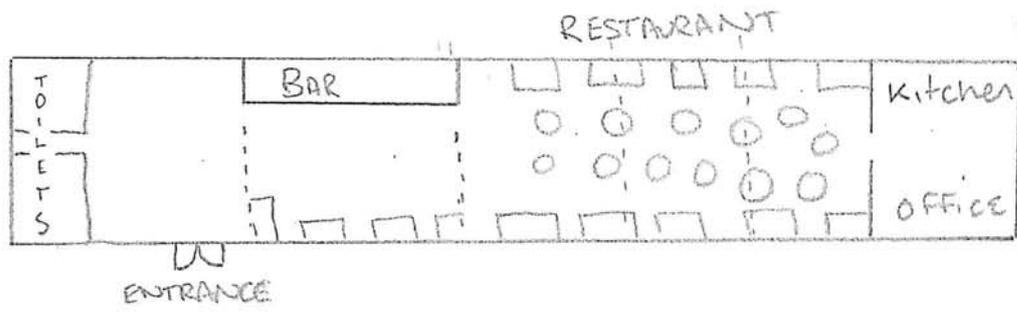
Proj. No.	Rev.	Drawn	Scale
Project: 6th ARCHES AT THE CORONET CLUB 28 NEW KENT ROAD LONDON SE1 6TJ			
Description: EXISTING FRONT ELEVATION & SECTION A-A			
<small>Download to the cloud. Documents and files may be shared in the cloud with those you collaborate. Any documents should be signed here.</small>			
DRN	TMAD	DRG. No.	560/15/02
SCALE	1:100	REV.	
DATE	MARCH 2015		
THOMAS MOSS Architectural Design & Surveying Services			
<small>Summit House, Hereford Road, The Pinnacles, Harlow, Essex, CM17 3JH Tel: 01277 424146</small>			

EXISTING FLOOR PLAN



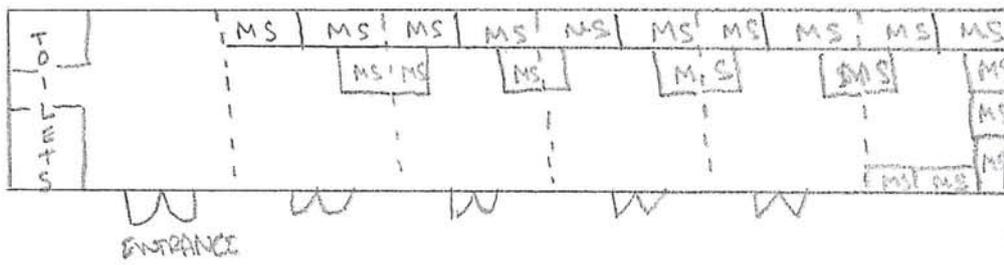
No. Rev.		Date	
Project ONE ARCHES AT THE CORONET CLUB 28 NEW KENT ROAD LONDON SE1 6TJ			
Description EXISTING FLOOR PLANS			
Downloaded to the cloud. Comments will only be visible if checked on the surface. Manufacture by contractor. One dimension should be required for production.			
Drawn	T.M.A.D.	Proj. No.	560/15/01
Scale	1:100	Rev.	
Date	MARCH, 2015		
THOMAS MOSS Architectural Design & Surveying Services <small>Several Mosses, Haverhill Road, The Priory, St. Albans, Herts, SG8 1JH Tel/Fax: 01274 434146.</small>			

③

OPTION 1 BAR + RESTAURANT

OPTION 2 STREET FOOD MARKET

MS = Market Stall



Heron, Andrew

From: Craig Baylis [REDACTED]
Sent: 06 December 2017 12:32
To: Heron, Andrew
Subject: Licence number 850325 - The Arches Elephant Mews, Elephant Road

Hello Andrew

I refer to the appeal in relation to this licence which is currently remitted to the subcommittee for hearing on 10th January.

The appeal was predicated on the basis that as a matter of law, this licence should not have been the subject of imposing a time limitation condition at the review proceedings on 31 July 2017 as it was not in any way implicated in the events which gave rise to the review proceedings.

The current proposal in respect of the future of the licensed premises is uncertain, given the nature of the redevelopment proposals in and around the general area of the licensed premises.

Our client still has a minimum of 5 years left to run on the lease for these premises and is considering all options, but is unlikely to implement any operations at the premises for at least 2 years pending decisions being taken by the Council in relation to the redevelopment and possible Compulsory Purchase Orders.

His desire at this stage is simply to preserve the status quo, so that a licence may be retained for the premises if he decides to redevelop the site.

Our client is aware of policy in relation to new licences in the area, and although this is not a new licence he is prepared to offer a new terminal hour in line with current policy of midnight Monday to Thursday and 01.00 Friday and Saturday.

Given the uncertain nature of the site going forward I would also offer a condition to reflect the potential for the nature of the operation to change as follows

"No licensable activity to be permitted at the premises until new layout plans have been approved by the licensing sub committee."

Craig Baylis | Berwin Leighton Paisner LLP
Partner



Berwin Leighton Paisner LLP

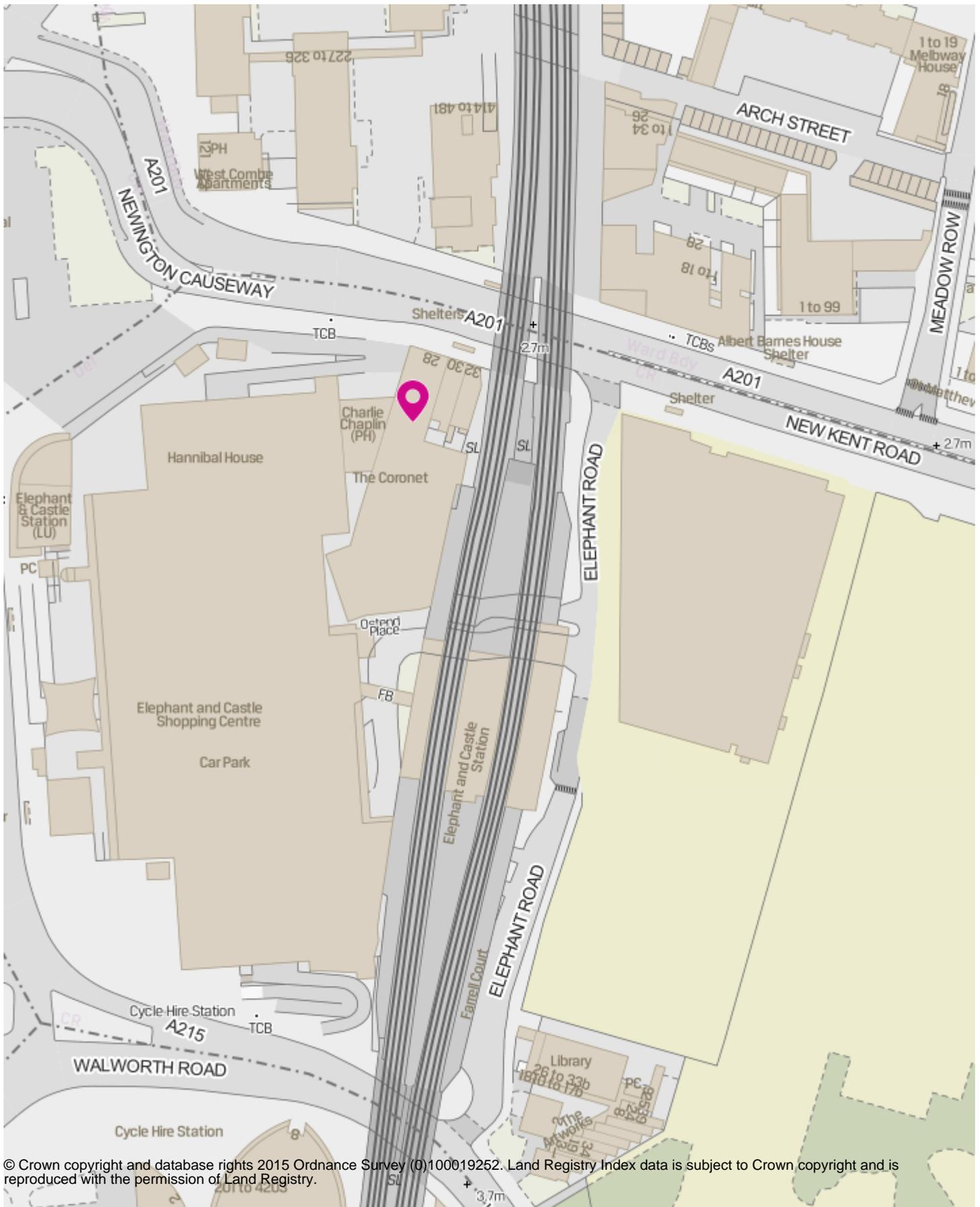
Adelaide House, London Bridge, London EC4R 9HA, UK
DX 92 London/Chancery Lane
t: +44 (0)20 3400 1000 f: +44 (0)20 3400 1111 w: www.blplaw.com

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ELEPHANT MUSIC LIMITED, CORONET CINEMA, 28, NEW KENT ROAD, SE1 6TJ



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5-Jul-2017

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No information available

ELEPHANT MUSIC LIMITED, CORONET CINEMA, 28,
NEW KENT ROAD, SE1 6TJ

Licensing Act 2003 Premises Licence

APPENDIX 5



Environmental Health & Trading
Standards
Licensing Unit
Hub 2, 3rd Floor
PO Box 64529

Premises licence number

850322

Part 1 - Premises details

Postal address of premises, or if none, ordnance survey map reference or description	
The Coronet Coronet Cinema 28 New Kent Road London SE1 6TJ	
Ordnance survey map reference (if applicable), 179022532054	
Post town London	Post code SE1 6TJ
Telephone number [REDACTED]	

Where the licence is time limited the dates

Licensable activities authorised by the licence

Plays - Indoors
Films - Indoors
Indoor Sporting Event
Boxing or Wrestling - Indoors
Live Music
Recorded Music
Performance of Dance - Indoors
Entertainment Similar to live/recorded music / dance - Indoors
Late Night Refreshment
Sale by retail of alcohol to be consumed on premises

The opening hours of the premises

For any non standard timings see **Annex 2**

Monday	09:00 - 03:30
Tuesday	09:00 - 03:30
Wednesday	09:00 - 03:30
Thursday	09:00 - 07:30
Friday	09:00 - 07:30
Saturday	09:00 - 07:30
Sunday	09:00 - 07:30

Where the licence authorises supplies of alcohol whether these are on and/ or off supplies

Sale by retail of alcohol to be consumed on premises

The times the licence authorises the carrying out of licensable activities

For any non standard timings see Annex 2 of the full premises licence

Plays - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Films - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Indoor Sporting Event

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Boxing or Wrestling - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Live Music

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Recorded Music

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Performance of Dance - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Entertainment Similar to live/recorded music / dance - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Late Night Refreshment

Monday	23:00 - 03:00
Tuesday	23:00 - 03:00
Wednesday	23:00 - 03:00
Thursday	23:00 - 07:00
Friday	23:00 - 07:00
Saturday	23:00 - 07:00
Sunday	23:00 - 07:00

Sale by retail of alcohol to be consumed on premises

Monday	10:00 - 03:00
Tuesday	10:00 - 03:00
Wednesday	10:00 - 03:00
Thursday	10:00 - 07:00
Friday	10:00 - 07:00
Saturday	10:00 - 07:00
Sunday	10:00 - 07:00

Part 2**Name, (registered) address, telephone number and email (where relevant) of holder of premises licence**

Elephant Music Limited
Coronet Cinema
28 New Kent Road
London
SE1 6TJ
[REDACTED]

Registered number of holder, for example company number, charity number (where applicable)
05531533**Name, address and telephone number of designated premises supervisor where the premises licence authorises for the supply of alcohol**

Samantha June Porter
[REDACTED]

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol
[REDACTED]

Licence Issue date 02/12/2015



Head of Regulatory Services
Hub 2, 3rd Floor
PO Box 64529
London, SE1P 5LX
020 7525 5748
licensing@southwark.gov.uk

Annex 1 - Mandatory conditions

100 No supply of alcohol may be made under the Premises Licence -

- a. At a time when there is no Designated Premises Supervisor in respect of the Premises Licence; or
- b. At a time when the Designated Premises Supervisor does not hold a Personal Licence or his Personal Licence is suspended.

101 Every supply of alcohol under the Premises Licence must be made, or authorised by, a person who holds a Personal Licence.

102 The admission of children to films given under this licence must be restricted in accordance with the recommendations of the British Board of Film Classification or of the licensing authority itself.

107 Any individual carrying out security activities at the premises must be.

- (a) be authorised to carry out that activity by a licence granted under the Private Security Industry Act 2001; or
- (b) be entitled to carry out that activity by virtue of section 4 of that Act.

485 (1) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises -

(a) games or other activities which require or encourage, or are designed to require, encourage, individuals to –

- (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
- (ii) drink as much alcohol as possible (whether within a time limit or otherwise);

(b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;

(c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner carries a significant risk of undermining a licensing objective;

(d) selling or supplying alcohol in association with promotional poster or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner; and

(e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

487 The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.

488 (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either

(a) a holographic mark; or

(b) an ultraviolet feature.

489 The responsible person shall ensure that -

(a) Where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures -

(i) Beer or cider: 1/2 pint;

(ii) Gin, rum, vodka or whisky: 25 ml or 35 ml; and

(iii) Still wine in a glass: 125 ml;

(b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and

(c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available,

491 1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purpose of the condition set out in paragraph (1):

(a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;

(b) "permitted price" is the price found by applying the formula $P = D + (D \times V)$, where-

(i) P is the permitted price,

(ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and

(iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;

(c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence -

(i) the holder of the premises licence:

(ii) the designated premises supervisor (if any) in respect of such a licence; or

(iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;

(iv) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and

(v) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

4. (1) Sub-paragraph (2) applies where the permitted price given by paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax;

(2) the permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

Annex 2 - Conditions consistent with the operating Schedule

112 This licence allows for the premises to remain open for an additional hour on public/bank holidays and the commencement of British Summer Time. This licence allows for the premises to extend the following licensable activities on the 31st December to 1st January from 10:00 till 07:00.

113 This licence allows for the premises to remain open for the sale or supply of alcohol for non standard timings of an additional hour on Public/Bank Holidays and commencement of British Summer Time. This licence allows for the premises to extend the following licensable activities on the 31st December to 1st January from 10:00 till 07:00.

114 This licence allows for the premises to extend the following licensable activities by an additional hour for non standard timings as stated below on the following days: Plays, Films, Live Music, Recorded Music, Performances of Dance, Anything of a similar description. Provision of Entertainment Facilities Making Music, Dancing, Entertainment of a Similar Description. On Public/Bank Holidays and commencement of British Summer Time. This licence allows for the premises to extend the following licensable activities on the 31st December to 1st January from 10:00 till 07:00.

115 This licence allows for the premises for the provision of late night refreshment for non standard timings of an additional hour on Public/Bank holidays and commencement of British Summer Time.

158 a.The Licensee / Duty Manager shall ensure that no nuisance is caused by noise emanating from the premises or by vibration transmitted through the structure of the premises.

b.If required, legible notices shall be displayed at all exits requesting the public to respect the needs of local residents and to leave the premises and area quietly.

c.That information will be extended to website and all tickets issued directly or via website or Ticket Master will carry the noise nuisance message.

296 Only responsible drinks promotions will be allowed at the premises.

310 That all windows and doors excepting any that may be required to be locked open for the purposes of means of escape, shall be kept closed whilst amplified music is being played at the premises; and the doors are to be monitored by door supervisors to ensure they remain closed at the required times

330 That a vast array of non-alcoholic beverages, including non-alcoholic beer are available and that a soft drinks pricing policy shall be compiled intended to ensure that consumption of soft drinks by young people is not discouraged

334 That an age identification scheme shall be established and maintained. The scheme shall Require the production of evidence of age (comprising any PASS accredited card or passport or driving licence) from any person appearing to staff engaged in selling or supplying alcohol to be under the age of 18 and who is attempting to buy alcohol

340 That there will be badged security and stewards to monitor the footpath and carriage ways between the Shopping Centre and Elephant Road

341 That regular litter patrols are carried out during and after performances on the footpath and carriage ways between the Shopping Centre and Elephant Road

- 342** That all Front of House mixing desks are fitted with sound measuring devices that will be monitored every 15 minutes.
- 343** That the security ensure that the premises operate in accordance within the safe capacity figures, eliminating any crime and disorder issues that may arise from overcrowding. This will also cover the flow of patrons between the four floors at the premises
- 344** That liaisons with the Metropolitan Police to ensure that reasonable arrangements are being made to reduce any possibility of crime and disorder at the premises, to include the sharing of information of forthcoming events, the artist and promoters
- 345** That the premises will operate in accordance with strict Health and Safety procedures and will have in place all necessary policies to ensure the safety of all those in and around the premises.
- 346** That up-to-date electrical installation, emergency lighting batteries, fire alarm warning system and fire fighting equipment will be held at the premises
- 347** That all relevant staff receive training in crowd safety management, first aid, evacuation procedures, dealing with conflict and drug awareness
- 348** That any additional sound making equipment brought onto the first (1st) floor is to be connected through the sound limiter circuit.
- 349** That the air conditioning device is serviced on a regular basis
- 350** That a crowd dispersal policy to ensure minimum disturbance to be established, monitored and maintained
- 351** That refuse collections be arranged as to cause the least disturbance and general checks are made to ensure that all refuse is collected
- 352** That a Metropolitan Police event assessment / risk assessment will be submitted prior to the event and approval will be sought after from Southwark Licensing Officers PC McNally and PC Compton
- 353** That CCTV is in place throughout the venue and the entrances / exits
- 354** That SIA security regularly check toilets for drug use
- 355** That a medic is on duty throughout the event
- 356** That counting devices are used in each area of the venue to monitor crowds
- 357** That there are regular litter patrols
- 358** That SIA registered security firm control crowds whilst inside and directly outside the venue by organising queues
- 359** That anyone appearing to be under the age of 25 will require identification
- 360** That Challenge 21 is effective at the bars
- 361** That there are 'Please Leave the Premises Quietly' around the venue
- 362** That the sound limiting device on the first (1st) floor is to be set in conjunction with the local authority.

Annex 3 - Conditions attached after a hearing by the licensing authority

601 Whenever licensable activities are taking place on the premises, at least one personal licence holder shall be present at the premises.

607 Any individual carrying out security activities at the premises must be licensed by the Security Industry Authority.

788 CCTV camera situated to ensure that all persons entering the premises can be captured by the system. This is to include signage indicating that CCTV will capture images of all persons entering the premises.

795 That a drugs/weapons box shall be maintained inside the premises, situated at/close to the point of entry.

798 That signs shall be displayed in the entrance foyer to the premises indicating that the premises operates a zero tolerance to drugs and states "No search, no entry, management reserve the right to refuse entry".

799 That SIA door supervisors shall be provided with hand held metal detection units in order to ensure that searches are carried out in respect of all admissions to the premises, whether members of the public, or performers or their assistants. The search arches shall be adopted for all events and all persons and a member of management shall be present to supervise the search procedures at all times.

800 At least one Female SIA registered door supervisors shall be employed at all times the premises are in use under the licence.

801 Search Arches shall be adopted for events of a larger nature than usual.

840 Compliance with the MPS "Safe & Sound" Policy

841 A list of all door supervisors on duty including details of each door supervisor's responsibilities shall be produced and retained for a minimum period of 31 days. This list is to be made available for inspection to the police or the licensing officers of the council on request.

842 Door staff should be equipped with counting devices and ensure that the agreed safety capacities are not exceeded.

843 Suitable notices indicating that a thorough search policy will be adopted, and "No Search, no entry"

844 Regular security patrols around the perimeter of the premises to ensure that customers waiting to gain access do so in an orderly manner and those existing the premises vacate the general area as quick and quietly as possible.

845 Submissions of Metropolitan Police Venue Hire agreements forms to the licensing office at Walworth Police Station 28 days prior to an event.

846 Only SIA Registered door staff under the direct employment of the management of the Coronet or a SIA Registered Company employed by the management of the Coronet are to be used, either inside the premises or outside the premises. Under no circumstances can any security staff employed by an individual promoter be employed at any event held at the Coronet.

847 That there shall be a minimum ratio of one SIA staff member to 75 patrons or at such ratio as the police may think fit following consultation with them in respect of any specific event.

848 That there shall be no high risk events, as assessed by the SCD9 pro- active licensing police

intelligence unit.

849 That any advice provided by Police in relation to medium risk events shall be followed.

850 That a full briefing to SIA staff on security and safety issues and equipment shall be provided prior to all events.

851 That all staff and SIA door staff shall be trained in the premises crowd safety management policy and shall be retrained every three months.

852 That crowd safety, means of escape in the event of emergency and security at the venue shall be reviewed every three months.

853 That the premises shall notify the police of any unusual or suspicious change in profile of patrons.

854 That all public announcements shall be made by an effective.

amplification system. All announcements shall be made by a member of management.

855 That an ID scanning system to the reasonable satisfaction of police be installed and maintained. The system should be capable of sharing information about banned customers with other venues, identify the hologram of an ID and read both passports and ID cards, able to identify fake or forged ID documents to a reasonable standard. The system will be in operation at all times whilst the premises are in operation under the premises licence. All persons that enter the premises including all SIA registered door supervisors, patrons, DJs and associated staff will be scanned and have their details recorded on the system. The details shall be stored and made available on request for a period of no less than 31 days.

856 That the ID scanning system will be in operation for all events save for those events where 48 hours notice has been given to the police with no consequent objection. Any security company employed at the venue shall be ACS approved.

857 There shall be no dispensation licences permitted for SIA door staff.

858 That there shall be no entry or re-entry to the premises after 03.00.

859 That the premises shall carry out suitable and sufficient violence at work risk assessments and regularly review the risk assessments for the premises.

Annex 4 - Plans - Attached

Licence No. 850322
Plan No. 0000/00
0000/01
0000/02
0000/03
Plan Date 10 August 2005

Licensing Act 2003 Premises Licence



Environmental Health & Trading
Standards
Licensing Unit
Hub 2, 3rd Floor
PO Box 64529

Premises licence number

850325

Part 1 - Premises details

Postal address of premises, or if none, ordnance survey map reference or description	
Coronet Railway Arch 3,4 ,5 And 6, Elephant Road, Elephant Mews London SE17 1LB	
Ordnance survey map reference (if applicable), 178897532088	
Post town London	Post code SE17 1LB
Telephone number [REDACTED]	

Where the licence is time limited the dates

Licensable activities authorised by the licence

Plays - Indoors
Films - Indoors
Indoor Sporting Event
Boxing or Wrestling - Indoors
Live Music - Indoors
Recorded Music - Indoors
Performance of Dance - Indoors
Entertainment Similar to live/recorded music - Indoors
Late Night Refreshment - Indoors
Sale by retail of alcohol to be consumed on premises

The opening hours of the premises

For any non standard timings see **Annex 2**

Monday	09:00 - 03:30
Tuesday	09:00 - 03:30
Wednesday	09:00 - 03:30
Thursday	09:00 - 07:30
Friday	09:00 - 07:30
Saturday	09:00 - 07:30
Sunday	09:00 - 07:30

Where the licence authorises supplies of alcohol whether these are on and/ or off supplies

Sale by retail of alcohol to be consumed on premises

The times the licence authorises the carrying out of licensable activities

For any non standard timings see Annex 2 of the full premises licence

Plays - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Films - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Indoor Sporting Event

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Boxing or Wrestling - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Live Music - Indoors

ARCH 3 ONLY

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Recorded Music - Indoors

ARCH 3 ONLY

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Performance of Dance - Indoors

ARCH 3 ONLY

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Entertainment Similar to live/recorded music - Indoors

ARCH 3 ONLY

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Late Night Refreshment - Indoors

Monday	23:00 - 03:00
Tuesday	23:00 - 03:00
Wednesday	23:00 - 03:00
Thursday	23:00 - 07:00
Friday	23:00 - 07:00
Saturday	23:00 - 07:00
Sunday	23:00 - 07:00

Sale by retail of alcohol to be consumed on premises

Monday	10:00 - 03:00
Tuesday	10:00 - 03:00
Wednesday	10:00 - 03:00
Thursday	10:00 - 07:00
Friday	10:00 - 07:00
Saturday	10:00 - 07:00
Sunday	10:00 - 07:00

Part 2**Name, (registered) address, telephone number and email (where relevant) of holder of premises licence**

Elephant Music Limited
Coronet Cinema
28 New Kent Road
London
SE1 6TJ
[REDACTED]

Registered number of holder, for example company number, charity number (where applicable)
05531533**Name, address and telephone number of designated premises supervisor where the premises licence authorises for the supply of alcohol**

Samantha June Porter
[REDACTED]

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol
[REDACTED]

Licence Issue date 02/12/2015

[REDACTED]
Head of Regulatory Services
Hub 2, 3rd Floor
PO Box 64529
London, SE1P 5LX
020 7525 5748
licensing@southwark.gov.uk

Annex 1 - Mandatory conditions

100 No supply of alcohol may be made under the Premises Licence -

- (a). At a time when there is no Designated Premises Supervisor in respect of the Premises Licence; or
- (b). At a time when the Designated Premises Supervisor does not hold a Personal Licence or his Personal Licence is suspended.

101 Every supply of alcohol under the Premises Licence must be made, or authorised by, a person who holds a Personal Licence.

102 The admission of children to films given under this licence must be restricted in accordance with the recommendations of the British Board of Film Classification or of the licensing authority itself.

485 (1) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises -

(a) games or other activities which require or encourage, or are designed to require, encourage, individuals to -

- (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
- (ii) drink as much alcohol as possible (whether within a time limit or otherwise);

(b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;

(c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner carries a significant risk of undermining a licensing objective;

(d) selling or supplying alcohol in association with promotional poster or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner; and

(e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

487 The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.

488 (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either

(a) a holographic mark; or

(b) an ultraviolet feature.

489 The responsible person shall ensure that -

(a) Where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures -

(i) Beer or cider: 1/2 pint;

(ii) Gin, rum, vodka or whisky: 25 ml or 35 ml; and

(iii) Still wine in a glass: 125 ml;

(b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and

(c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available,

491 1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purpose of the condition set out in paragraph (1):

(a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;

(b) "permitted price" is the price found by applying the formula $P = D + (D \times V)$, where-

(i) P is the permitted price,

(ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and

(iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;

(c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence -

(i) the holder of the premises licence;

(ii) the designated premises supervisor (if any) in respect of such a licence; or

(iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;

(iv) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and

(v) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

4. (1) Sub-paragraph (2) applies where the permitted price given by paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax;

(2) the permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

Annex 2 - Conditions consistent with the operating Schedule

- 4AL** That risk assessments are completed for each event
- 288** That CCTV is in operation and covers the arches
- 309** That a sound limiting device is installed in Arch 3
- 340** That arches are supervised at all times by trained SIA/stewards
- 341** That a medic is on site
- 342** That there is a strict door policy and searches
- 343** That there is only background music in Arches 4, 5 and 6
- 344** That double entry doors are installed in Arch 3
- 345** That there is an SIA trained team
- 346** That there is no sale of alcohol to under 18s
- 347** That Challenge 21 is in use
- 348** That promoters are thoroughly vetted

Annex 3 - Conditions attached after a hearing by the licensing authority

798 That signs shall be displayed in the entrance foyer to the premises indicating that the premises operates a zero tolerance to drugs and states "No search, no entry, management reserve the right to refuse entry".

840 That there shall be a minimum ratio of one SIA staff member to 75 patrons or at such ratio as the police may think fit following consultation with them in respect of any specific event.

841 That there shall be no high risk events, as assessed by the SCD9 pro- active licensing police intelligence unit.

842 That any advice provided by Police in relation to medium risk events shall be followed.

843 That a full briefing to SIA staff on security and safety issues and equipment shall be provided prior to all events.

844 That all staff and SIA door staff shall be trained in the premises crowd safety management policy and shall be retrained every three months.

845 That crowd safety, means of escape in the event of emergency and security at the venue shall be reviewed every three months.

846 That the premises shall notify the police of any unusual or suspicious change in profile of patrons.

847 That all public announcements shall be made by an effective amplification system. All announcements shall be made by a member of management.

848 That an ID scanning system to the reasonable satisfaction of police be installed and maintained. The system should be capable of sharing information about banned customers with other venues, identify the hologram of an ID and read both passports and ID cards, able to identify fake or forged ID documents to a reasonable standard. The system will be in operation at all times whilst the premises are in operation under the premises licence. All persons that enter the premises including all SIA registered door supervisors, patrons, DJs and associated staff will be scanned and have their details recorded on the system. The details shall be stored and made available on request for a period of no less than 31 days.

849 That the ID scanning system will be in operation for all events save for those events where 48 hours notice has been given to the police with no consequent objection. Any security company employed at the venue shall be ACS approved.

850 There shall be no dispensation licences permitted for SIA door staff.

851 That there shall be no entry or re-entry to the premises after 03.00.

852 That the premises shall carry out suitable and sufficient violence at work risk assessments and regularly review the risk assessments for the premises.

Annex 4 - Plans - Attached

Licence No. 850325
Plan No. 1019 (---) 05
Plan Date August 2010

Licensing Act 2003 Premises Licence



Regulatory Services
Licensing Unit
Hub 1, 3rd Floor
PO Box 64529
London, SE1P 5LX

Premises licence number

859448

Part 1 - Premises details

Postal address of premises, or if none, ordnance survey map reference or description	
The Coronet Coronet Cinema 28 New Kent Road London SE1 6TJ Ordnance survey map reference (if applicable), 179022532054	
Post town London	Post code SE1 6TJ
Telephone number 07815 984482	

Where the licence is time limited the dates Time limited until 00:00hrs on 2 nd January 2018

Licensable activities authorised by the licence Plays - Indoors Films - Indoors Indoor Sporting Event Boxing or Wrestling - Indoors Live Music Recorded Music Performance of Dance - Indoors Entertainment Similar to live/recorded music / dance - Indoors Late Night Refreshment Sale by retail of alcohol to be consumed on premises
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The opening hours of the premises For any non standard timings see Annex 2 Monday 09:00 - 03:30 Tuesday 09:00 - 03:30 Wednesday 09:00 - 03:30 Thursday 09:00 - 07:30 Friday 09:00 - 07:30 Saturday 09:00 - 07:30

Sunday	09:00 - 07:30
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Where the licence authorises supplies of alcohol whether these are on and/ or off supplies
 Sale by retail of alcohol to be consumed on premises

The times the licence authorises the carrying out of licensable activities
 For any non standard timings see Annex 2 of the full premises licence

Plays - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Films - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Indoor Sporting Event

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Boxing or Wrestling - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Live Music

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Recorded Music

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Performance of Dance - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Entertainment Similar to live/recorded music / dance - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Late Night Refreshment

Monday	23:00 - 03:00
Tuesday	23:00 - 03:00
Wednesday	23:00 - 03:00
Thursday	23:00 - 07:00
Friday	23:00 - 07:00
Saturday	23:00 - 07:00
Sunday	23:00 - 07:00

Sale by retail of alcohol to be consumed on premises

Monday	10:00 - 03:00
Tuesday	10:00 - 03:00
Wednesday	10:00 - 03:00
Thursday	10:00 - 07:00
Friday	10:00 - 07:00
Saturday	10:00 - 07:00
Sunday	10:00 - 07:00

Part 2**Name, (registered) address, telephone number and email (where relevant) of holder of premises licence**

Elephant Music Limited
 c/o REED TAYLOR BENEDICT 28
 UNIT 3
 1ST FLOOR NORTH CAVENDI
 369-391 BURNT OAK BROADWAY
 EDGWARE MIDDLESEX
 HA8 5AW
 020 7468 5564

Registered number of holder, for example company number, charity number (where applicable)

05531533

Name, address and telephone number of designated premises supervisor where the premises licence authorises for the supply of alcohol

Samantha June Porter
 4 Costead Manor Road
 Brentwood
 Essex
 CM14 4YN

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol

Licence No. LBH-PER-0104
 Authority L.B Hackney

Licence Issue date 03/07/2017



Head of Regulatory Services
 Hub 1, 3rd Floor
 PO Box 64529
 London, SE1P 5LX
 020 7525 5748
licensing@southwark.gov.uk

Annex 1 - Mandatory conditions

100 No supply of alcohol may be made under the Premises Licence -

- a. At a time when there is no Designated Premises Supervisor in respect of the Premises Licence; or
- b. At a time when the Designated Premises Supervisor does not hold a Personal Licence or his Personal Licence is suspended.

101 Every supply of alcohol under the Premises Licence must be made, or authorised by, a person who holds a Personal Licence.

102 The admission of children to films given under this licence must be restricted in accordance with the recommendations of the British Board of Film Classification or of the licensing authority itself.

107 Any individual carrying out security activities at the premises must be.

- (a) be authorised to carry out that activity by a licence granted under the Private Security Industry Act 2001; or
- (b) be entitled to carry out that activity by virtue of section 4 of that Act.

485 (1) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises -

(a) games or other activities which require or encourage, or are designed to require, encourage, individuals to -

- (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
- (ii) drink as much alcohol as possible (whether within a time limit or otherwise);

(b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;

(c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner carries a significant risk of undermining a licensing objective;

(d) selling or supplying alcohol in association with promotional poster or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner; and

(e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

487 The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.

488 (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either

(a) a holographic mark; or

(b) an ultraviolet feature.

489 The responsible person shall ensure that -

(a) Where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures -

(i) Beer or cider: 1/2 pint;

(ii) Gin, rum, vodka or whisky: 25 ml or 35 ml; and

(iii) Still wine in a glass: 125 ml;

(b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and

(c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available,

491 1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purpose of the condition set out in paragraph (1):

(a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;

(b) "permitted price" is the price found by applying the formula $P = D + (D \times V)$, where-

(i) P is the permitted price,

(ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and

(iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;

(c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence -

(i) the holder of the premises licence;

(ii) the designated premises supervisor (if any) in respect of such a licence; or

(iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;

(iv) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and

(v) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

4. (1) Sub-paragraph (2) applies where the permitted price given by paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax;

(2) the permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

Annex 2 - Conditions consistent with the operating Schedule

112 This licence allows for the premises to remain open for an additional hour on public/bank holidays and the commencement of British Summer Time. This licence allows for the premises to extend the following licensable activities on the 31st December to 1st January from 10:00 till 07:00.

113 This licence allows for the premises to remain open for the sale or supply of alcohol for non standard timings of an additional hour on Public/Bank Holidays and commencement of British Summer Time. This licence allows for the premises to extend the following licensable activities on the 31st December to 1st January from 10:00 till 07:00.

114 This licence allows for the premises to extend the following licensable activities by an additional hour for non standard timings as stated below on the following days: Plays, Films, Live Music, Recorded Music, Performances of Dance, Anything of a similar description. Provision of Entertainment Facilities Making Music, Dancing, Entertainment of a Similar Description. On Public/Bank Holidays and commencement of British Summer Time. This licence allows for the premises to extend the following licensable activities on the 31st December to 1st January from 10:00 till 07:00.

115 This licence allows for the premises for the provision of late night refreshment for non standard timings of an additional hour on Public/Bank holidays and commencement of British Summer Time.

158 a.The Licensee / Duty Manager shall ensure that no nuisance is caused by noise emanating from the premises or by vibration transmitted through the structure of the premises.

b.If required, legible notices shall be displayed at all exits requesting the public to respect the needs of local residents and to leave the premises and area quietly.

c.That information will be extended to website and all tickets issued directly or via website or Ticket Master will carry the noise nuisance message.

296 Only responsible drinks promotions will be allowed at the premises.

310 That all windows and doors excepting any that may be required to be locked open for the purposes of means of escape, shall be kept closed whilst amplified music is being played at the premises; and the doors are to be monitored by door supervisors to ensure they remain closed at the required times

330 That a vast array of non-alcoholic beverages, including non-alcoholic beer are available and that a soft drinks pricing policy shall be compiled intended to ensure that consumption of soft drinks by young people is not discouraged

334 That an age identification scheme shall be established and maintained. The scheme shall Require the production of evidence of age (comprising any PASS accredited card or passport or driving licence) from any person appearing to staff engaged in selling or supplying alcohol to be under the age of 18 and who is attempting to buy alcohol

340 That there will be badged security and stewards to monitor the footpath and carriage ways between the Shopping Centre and Elephant Road

- 341** That regular litter patrols are carried out during and after performances on the footpath and carriage ways between the Shopping Centre and Elephant Road
- 342** That all Front of House mixing desks are fitted with sound measuring devices that will be monitored every 15 minutes.
- 343** That the security ensure that the premises operate in accordance within the safe capacity figures, eliminating any crime and disorder issues that may arise from overcrowding. This will also cover the flow of patrons between the four floors at the premises
- 344** That liaisons with the Metropolitan Police to ensure that reasonable arrangements are being made to reduce any possibility of crime and disorder at the premises, to include the sharing of information of forthcoming events, the artist and promoters
- 345** That the premises will operate in accordance with strict Health and Safety procedures and will have in place all necessary policies to ensure the safety of all those in and around the premises.
- 346** That up-to-date electrical installation, emergency lighting batteries, fire alarm warning system and fire fighting equipment will be held at the premises
- 347** That all relevant staff receive training in crowd safety management, first aid, evacuation procedures, dealing with conflict and drug awareness
- 348** That my additional sound making equipment brought onto the first (1st) floor is to be connected through the sound limiter circuit.
- 349** That the air conditioning device is serviced on a regular basis
- 350** That a crowd dispersal policy to ensure minimum disturbance to be established, monitored and maintained
- 351** That refuse collections be arranged as to cause the least disturbance and general checks are made to ensure that all refuse is collected
- 352** That a Metropolitan Police event assessment / risk assessment will be submitted prior to the event and approval will be sought after from Southwark Licensing Officers PC McNally and PC Compton
- 353** That CCTV is in place throughout the venue and the entrances / exits
- 354** That SIA security regularly check toilets for drug use
- 355** That a medic is on duty throughout the event
- 356** That counting devices are used in each area of the venue to monitor crowds
- 357** That there are regular litter patrols
- 358** That SIA registered security firm control crowds whilst inside and directly outside the venue by organising queues
- 359** That anyone appearing to be under the age of 25 will require identification
- 360** That Challenge 21 is effective at the bars
- 361** That there are 'Please Leave the Premises Quietly' around the venue
- 362** That the sound limiting device on the first (1st) floor is to be set in conjunction with the local authority.

Annex 3 - Conditions attached after a hearing by the licensing authority

601 Whenever licensable activities are taking place on the premises, at least one personal licence holder shall be present at the premises.

607 Any individual carrying out security activities at the premises must be licensed by the Security Industry Authority.

788 CCTV camera situated to ensure that all persons entering the premises can be captured by the system. This is to include signage indicating that CCTV will capture images of all persons entering the premises.

795 That a drugs/weapons box shall be maintained inside the premises, situated at/close to the point of entry.

798 That signs shall be displayed in the entrance foyer to the premises indicating that the premises operates a zero tolerance to drugs and states "No search, no entry, management reserve the right to refuse entry".

799 That SIA door supervisors shall be provided with hand held metal detection units in order to ensure that searches are carried out in respect of all admissions to the premises, whether members of the public, or performers or their assistants. The search arches shall be adopted for all events and all persons and a member of management shall be present to supervise the search procedures at all times

800 At least one Female SIA registered door supervisors shall be employed at all times the premises are in use under the licence.

801 Search Arches shall be adopted for events of a larger nature than usual.

840 Compliance with the MPS "Safe & Sound" Policy

841 A list of all door supervisors on duty including details of each door supervisor's responsibilities shall be produced and retained for a minimum period of 31 days. This list is to be made available for inspection to the police or the licensing officers of the council on request.

842 Door staff should be equipped with counting devices and ensure that the agreed safety capacities are not exceeded.

843 Suitable notices indicating that a thorough search policy will be adopted, and "No Search, no entry"

844 Regular security patrols around the perimeter of the premises to ensure that customers waiting to gain access do so in an orderly manner and those existing the premises vacate the general area as quick and quietly as possible.

845 Submissions of Metropolitan Police Venue Hire agreements forms to the licensing office at Walworth Police Station 28 days prior to an event.

846 Only SIA Registered door staff under the direct employment of the management of the Coronet or a SIA Registered Company employed by the management of the Coronet are to be used, either inside the premises or outside the premises. Under no circumstances can any security staff employed by an individual promoter be employed at any event held at the Coronet.

847 That there shall be a minimum ratio of one SIA staff member to 75 patrons or at such ratio as the police may think fit following consultation with them in respect of any specific event.

- 848** That there shall be no high risk events, as assessed by the SCD9 pro- active licensing police intelligence unit.
- 849** That any advice provided by Police in relation to medium risk events shall be followed.
- 850** That a full briefing to SIA staff on security and safety issues and equipment shall be provided prior to all events.
- 851** That all staff and SIA door staff shall be trained in the premises crowd safety management policy and shall be retrained every three months.
- 852** That crowd safety, means of escape in the event of emergency and security at the venue shall be reviewed every three months.
- 853** That the premises shall notify the police of any unusual or suspicious change in profile of patrons.
- 854** That all public announcements shall be made by an effective amplification system. All announcements shall be made by a member of management.
- 855** That an ID scanning system to the reasonable satisfaction of police be installed and maintained. The system should be capable of sharing information about banned customers with other venues, identify the hologram of an ID and read both passports and ID cards, able to identify fake or forged ID documents to a reasonable standard. The system will be in operation at all times whilst the premises are in operation under the premises licence. All persons that enter the premises including all SIA registered door supervisors, patrons, DJs and associated staff will be scanned and have their details recorded on the system. The details shall be stored and made available on request for a period of no less than 31 days.
- 856** That the ID scanning system will be in operation for all events save for those events where 48 hours notice has been given to the police with no consequent objection. Any security company employed at the venue shall be ACS approved
- 857** There shall be no dispensation licences permitted for SIA door staff
- 858** That there shall be no entry or re-entry to the premises after 02.00
- 859** That the premises shall carry out suitable and sufficient violence at work risk assessments and regularly review the risk assessments for the premises.
- 860** That when any event is deemed to be a "Late Arrivals" event as agreed between the venue and the Metropolitan Police, the premises shall complete a late attendance risk assessment which shall be shared with the Metropolitan Police Service licensing team and the licensing team for Southwark Council.
- 861** That any late arrivals event shall be operated in accordance with the late attendance policy as agreed between the premises and the Metropolitan Police Service.
- 862** That the maximum capacity permitted for any 'Late Arrivals' event shall be 1500.
- 863** That tickets for a late arrivals event shall only be sold in advance and shall not be available on the door on the night of the event.
- 864** That whenever possible, a time sensitive pricing system for tickets will be operated for a late arrivals event in order to encourage early arrival at the venue.

865 That SIA security shall be employed at a ratio of 1:50 at any late arrivals event.

866 That condition number 858 be amended to read "That there shall be no entry or re-entry to the premises after 02:00 hours".

867 That the premises licence for The Coronet be modified to time limited premises licences and terminating at 00:00 hours on 2ND January 2018.

868 That the events Jamaican Ind. on 12 August 2017. Foam Party on 19 August 2017, Carnival Party on 25 August 2017, Twisted on 28 August 2017, Dancehall London 15 September 2017 and Dancehall v Soca on 29 December 2017 be cancelled.

869 That the interim steps imposed on 6 July 2017 be modified to reflect the conditions of the Licensing Sub-Committee on 31 July 2017.

Annex 4 - Plans - Attached

Licence No.	859448
Plan No.	0000/00
	0000/01
	0000/02
	0000/03
Plan Date	10 August 2005

APPENDIX 6

Report from 31 July 2017 with additional appendices A to G

Item No. 6.	Classification: Open	Date: 31 July 2017	Meeting Name Licensing Sub-Committee
Report title:		Licensing Act 2003: The Coronet, 28 Old Kent Road, London SE1 6TJ & The Coronet, Railway Arch 3,4 ,5 And 6, Elephant Road, Elephant Mews, London SE17 1LB	
Ward(s) or groups affected:		East Walworth	
From:		Strategic Director of Environment and Social Regeneration	

RECOMMENDATION

1. That the licensing sub-committee considers an application made under Section 53C of the Licensing Act 2003 by the chief of police for the metropolitan police for a summary review of the premises licences in respect of the premises known as The Coronet, Coronet Cinema, 28 Old Kent Road, London SE1 6TJ & The Coronet, Railway Arch 3, 4, 5 and 6, Elephant Road, Elephant Mews, London SE17 1LB.
2. **Notes:**
 - a. A copy of the current premises licences issued in respect of the premises are attached to this report as Appendix A.
 - b. The grounds for the review are stated in paragraphs 13 to 27 of this report. A copy of the full application and certificate are provided as Appendix B.
 - c. A copy of the notice of decision from the previous hearing held on 6 July 2017 is in Appendix C.
 - d. A copy of the council's approved procedure for hearings of the sub-committee in relation to an application made under the Licensing Act 2003, along with a copy of the hearing regulations, has been circulated to all parties to the meeting.

BACKGROUND INFORMATION

The Licensing Act 2003

3. The Licensing Act 2003 provides a licensing regime for:
 - The sale of and supply of alcohol
 - The provision of regulated entertainment
 - The provision of late night refreshment.
4. Within Southwark, the licensing responsibility is wholly administered by this council.
5. The Act requires the licensing authority to carry out its functions under the Act with a view to promoting the four stated licensing objectives. These are:
 - The prevention of crime and disorder
 - The promotion of public safety
 - The prevention of nuisance
 - The protection of children from harm.
6. In carrying out its licensing functions, a licensing authority must also have regard to

- The Act itself
 - The guidance to the act issued under Section 182 of the Act
 - Secondary regulations issued under the Act
 - The licensing authority's own statement of licensing policy
 - The application, including the operating schedule submitted as part of the application
 - Relevant representations.
7. The summary review powers under sections 53A to 53C of the Act allow the police to trigger a fast track process to review a premises licence where the police consider that the premises are associated with serious crime or serious disorder (or both); and the licensing authority to respond by taking interim steps quickly, where appropriate, pending a full review.

KEY ISSUES FOR CONSIDERATION

The premises licence

8. There are currently two premises licences in respect of the premises known as The Coronet, for two different parts of the premises. The main part of the building is at 28 Old Kent Road, London SE1 6TJ and the annex at Railway Arch 3,4 ,5 And 6, Elephant Road, Elephant Mews, London SE17 1LB. Both premises licences are held by Elephant Music Limited.
9. 28 Old Kent Road has held a premises licence since the transition of licences in 2005 and the details of the current licence are:
- Opening Hours:
Monday to Wednesday 09:00 to 03:30
Thursday to Sunday 09:00 to 07:30
 - Licensable activities: the provision of regulated entertainment in the form of plays, films, indoor sports, boxing or wrestling, live music, recorded music, performances of dance, anything similar to live/recorded music and sale of alcohol (on sales only):
Monday to Wednesday 09:00 to 03:00
Thursday to Sunday 09:00 to 07:00
 - The provision of late night refreshment:
Monday to Wednesday 23:00 to 03:00
Thursday to Sunday 23:00 to 07:00
10. Railway Arches 3-6 Elephant Road has held a premises licence since September 2011 and the details of this current licence are:
- Opening Hours:

Monday to Wednesday 09:00 to 03:00
Thursday to Sunday 09:00 to 07:00
 - Licensable activities for Arches 3, 4, 5 & 6 - The provision of regulated entertainment in the form of plays, films, indoor sports, boxing or wrestling, sale of alcohol:

Monday to Wednesday 09:00 to 03:30
Thursday to Sunday 09:00 to 07:30

- The provision of late night refreshment:
Monday to Wednesday 23:00 to 03:00
Thursday to Sunday 23:00 to 07:00
- Licensable activities for Arches 3 only: The provision of regulated entertainment in the form of live music, recorded music, performances of dance and anything similar to live/recorded music:
Monday to Wednesday 09:00 to 03:00
Thursday to Sunday 09:00 to 07:00

11. Copies of the current premises licences are attached as Appendix A.

Designated premises supervisor

12. The designated premises supervisor (DPS) for both licences is Samantha June Porter who holds a personal licence issued by the London Borough of Hackney.

The review application and certificate

13. On 4 July 2017 the Metropolitan Police applied to the licensing authority for a summary review of the premises licence issued in respect of the premises known as The Coronet, 28 Old Kent Road, London SE1 6TJ and The Coronet, Railway Arch 3, 4, 5 and 6, Elephant Road, Elephant Mews, London SE17 1LB.
14. On 3 July 2017 a Superintendent for the Metropolitan Police force certified that in his opinion the premises are associated with serious disorder.
15. The application is concerned with a serious incident that took place in the early hours of Sunday 2 July 2017 from 02:06. The police attended the premises further to an emergency call requesting assistance as 200 people had rushed the front door. Police units were dispatched arriving at 02:12 and it became clear that a serious public order situation was occurring. Police serials and dog units were requested and at 02:13 officer assistance was required to deal with a large fight.
16. The seriousness of these incidents passes the police threshold test for what amounts to serious disorder, and of particular concern is the scale, length of time and resources it took to regain control.
17. It has been described as 'serious disorder' with missiles being thrown and fights occurring. The road was blocked and the crowd estimated up to a thousand spanning round to the Walworth road.
18. The venue holds approximately 2600 people over a number of floors. On police arrival it was estimated that between 750 to 800 people were inside and estimates range from between 500 to 1000 for the number of people outside (venue estimates). The venue was expecting 2000 people to attend the event. Police felt it was clear that the venue was unable to cope with this amount of people entering and carrying out full searches and ID checks. Some people outside claimed that they had been waiting for up to 2 hours.
19. Whilst police and security staff attempted to regain control, a number of attempts by those queuing were made to enter the venue including via the station and railway lines and other emergency exits. Police cordons had to be put around all entry points and across the road. Police attempted to withdraw from the area but as soon as they did further disorder occurred and there were further attempts to enter the venue.

20. In addition, on the 26 February 2017 at about 03:50 a breach of the door at the venue occurred by a large group of males forcing their way by the security at the entrance into the venue. During this a firearm was seen and as such the club was closed and required considerable police resources to manage the risk involved around this.
21. In addition, on the 13 May 2017 at about 05:30 council CCTV controllers reported a large disturbance outside and on police arrived reported about 100 people fighting and officers required urgent assistance due to serious disorder.
22. In November 2015, the premises licence holders were subject of another Section 53(A) and section 53(C) review relating to violence and breach of security where weapons got inside the venue which was considered a serious breach on security. One male was stabbed, a noxious substance was discharged and a firearm was believed seen. Conditions were placed on the licence in an attempt to prevent further violence and disorder being associated with the venue. A number of instances have occurred since and a number this year. The venue is situated in a difficult position on a major road with limited pavement space outside to establish a safe and controlled queuing system. The amount of people attending DJ lead events and the security controls required at this sort of event appear to be causing the disorder and violence.
23. In 2017 Police have received at least 15 emergency calls to the 999 system to the venue tagged as violent incidents.
24. A copy of the full application and certificate are provided as Appendix B.
25. The premises licence was subsequently reviewed at a hearing held on 6th July 2017. A copy of the notice of decision is available in Appendix C.
26. As a result, the licensing sub-committee put a number of measures in place, namely:
 - a) That the project X (7 July 2017), Dancehall v Soca (22 July 2017) and PJ Lingere Party (29 July 2017) events be cancelled.
 - b) That there are no future events promoted by DJ Dean or David Ice
 - c) That condition 847 on licence number 850322 be amended to read "There shall be a minimum ratio of one SIA staff member to 50 patrons or such ration as the police may think fit following consultation with them in respect of any specific event".
 - d) That condition 840 on licence number 850325 be amended to read "There shall be a minimum ratio of one SAI staff member to 50 patrons or such ration as the police may think fit following consultation with them in respect of any specific event".
27. During the hearing, the premises licence holder produced documents pertaining to the numbers of SIA staff on the premises during the incident in question. This is available in Appendix D.
28. On 9 July 2017 at 01:00 in the morning, the licensing authority attended the premises during a large-scale Pride event, in order to confirm that all interim measures had been put in place. The designated premises supervisor Sam Porter was met and no issues were found; with minimal queues. At that time, 1078 attendees were inside the premises, though the organisers had originally expected 1800. They believed that attendance would peak at 12-1300. The total numbers of SIA door staff was to be 35 by 02:00.

Representations from responsible authorities

29. A representation as been provided by this council's licensing authority in relation to the prevention of crime and disorder, the prevention of public nuisance and public safety. The

concern is primarily that the premises has had a similar review in the previous year. This leads to a concern that the premises is not being run responsibly as there is little faith in the management.

30. The representation from the licensing authority is available in Appendix E.
31. At the point this report was submitted, the police had not provided any further documentation. The licensing authority understand that the police have been in talks with the licence holder, but an agreement had not been conciliated.

Representations from other persons

32. A representation has been made by one local resident in support of the police review. The representation gives a rundown of anti-social behaviour caused by the patrons of the Coronet. A copy of the representation is available in Appendix F.

Operating history

33. As stated above, on 10 November 2015 the Metropolitan Police applied to the licensing authority for a summary review of the premises licence issued in respect of the premises known The Coronet, 28 Old Kent Road, London SE1 6TJ and Railway Arch 3,4 ,5 And 6, Elephant Road, Elephant Mews, London SE17 1LB. A senior member of the police force for the area has certified that in his opinion the premises are associated with serious crime or serious disorder or both.
34. The review application stated the premises licence numbers 840278, which related to 28 Old Kent Road, London SE1 6TJ, 840281 which relates to the annex at Railway Arch 3,4, 5 And 6, Elephant Road, Elephant Mews, London SE17 1LB and 845674 which relate to a time limited premises licence which is now expired.
35. The application was concerned with serious incidents that took place on 8 November 2015 where it was alleged that a fight broke out involving approximately 15 patrons, a noxious gas was discharged and a person was found with a stab wound and a gun was seen all within the premises. Other crime in or immediately outside the premises including three separate incidents of theft.
36. On 13 March 2017, a local resident initiated a review, further to anti-social issues experienced by who they claimed, were patrons of The Coronet. The review was subsequently withdrawn.
37. The following visits have been carried out at the premises during night time economy visits in relation to the entrance area.

Date of visit	Time of visit	Outcome comments
15/04/2017	22:18	No Queues outside yet, premises open
16/04/2017	02:15	No Queues outside yet, premises open
28/05/2017	00:20	Long queues outside, gay night no issues
28/05/2017	01:35	No queues outside now, all in order
09/07/2017	01:00	Pride event, minimal queues, no issues.

The local area

38. A map of the local area is attached at Appendix G. There are other licensed premises in the area, namely:

The Charlie Chaplin – 26 New Kent Road, London SE1 6TJ

- The sale by retail of alcohol (both on and off sales)

Monday to Saturday from 11:00 to 01:00 (the following day)
 Sunday from 11:00 to 23:00

- The provision of late night refreshment (indoors)

Monday to Saturday from 23:00 to 01:30 (the following day)
 Sunday from 23:00 to 23:30

- The provision of regulated entertainment in the form of live and recorded music (indoors)

Monday to Friday from 21:00 to 01:30 (the following day)

Davish News – 30 New Kent Road, London SE1 6TJ

- The sale by retail of alcohol (off sales)

Monday to Sunday from 07:00 to 23:00

Naranjo Restaurant – 113 Elephant Road, London SE17 1LB

- The sale by retail of alcohol (on sales)

Monday to Sunday from 07:00 to 22:30

**London Palace Bingo Club – 1st Floor, Shopping Centre Elephant and Castle
 London SE1 6TE**

- The sale by retail of alcohol (on sales)

Monday to Friday from 10:00 to 23:00
 Saturday from 10:00 to 23:30
 Sunday from 12:00 (midday) to 22:30

- The provision of late night refreshment (indoors)

Monday to Saturday from 23:00 to 23:30

- The provision of regulated entertainment in the form of live and recorded music and anything similar

Monday to Friday from 10:00 to 23:00
 Saturday from 10:00 to 23:30
 Sunday from 12:00 (midday) to 22:30

Tesco Metro – 326-328 Shopping Centre Elephant and Castle, London SE1 6TB

- The Sale by retail of alcohol (off sales)

Monday to Saturday from 07:00 to 22:30
 Sunday from 09:00 to 17:30

Agata London – Unit 5 Metro Central Heights, 119 Newington Causeway, London SE1 6DQ

- The sale by retail of alcohol (off sales)

Monday to Sunday 24 hours per day

Nando's – Unit 4 Metro Central Heights, 119 Newington Causeway, London SE1 6BA

- The sale by retail of alcohol (on sales)

Monday to Saturday from 11:00 to 00:00 (midnight)

Sunday from 11:00 to 23:30

- The provision of late night refreshment (indoors)

Monday to Saturday from 23:00 to 00:30 (the following day)

Sunday from 23:00 to 00:00 (midnight)

Elephant and Castle Public House – 121 Newington Causeway, London SE1 6BN

- The sale by retail of alcohol (on sales)

Sunday to Wednesday from 11:00 to 00:00 (midnight)

Thursday from 11:00 to 01:00

Friday and Saturday from 11:00 to 02:00 (the following day)

- The provision of late night refreshment (indoors)

Sunday to Wednesday from 23:00 to 00:30 (the following day)

Thursday from 23:00 to 01:30

Friday and Saturday from 23:00 to 02:30 (the following day)

- The provision of regulated entertainment in the form of recorded music (indoors)

Sunday to Wednesday from 11:00 to 00:00 (midnight)

Thursday from 11:00 to 01:00

Friday and Saturday from 11:00 to 02:00 (the following day)

May Stores – Unit A, 28 Arch Street, London SE1 6AS

- The sale by retail of alcohol (off sales)

Monday to Sunday from 07:00 to 02:00 (the following day)

Southwark Council statement of licensing policy

39. Council assembly approved Southwark's statement of licensing policy 2016 to 20 on 25 November 2015. The policy came into effect on 1 January 2016. Sections of the statement that are considered to be of particular relevance to the sub-committee's consideration are:

- Section 3 - Purpose and scope of the policy. This reinforces the four licensing objectives and the fundamental principles upon which this authority relies in determining licence applications.

- Section 5 - Determining applications for premises licences and club premises certificates. This explains how the policy works and considers issues such as location; high standards of management; and the principles behind condition setting.
 - Section 6 - Local cumulative impact policies. This sets out this authority's approach to cumulative impact and defines the boundaries of the current special policy areas and the classifications of premises to which they apply. To be read in conjunction with Appendix B to the policy.
 - Section 7 - Hours of operation. This provides a guide to the hours of licensed operation that this authority might consider appropriate by type of premises and (planning) area classification.
 - Section 8 - The prevention of crime and disorder. This provides general guidance on the promotion of the first licensing objective.
 - Section 9 - Public safety. This provides general guidance on the promotion of the second licensing objective.
 - Section 10 - The prevention of nuisance. This provides general guidance on the promotion of the third licensing objective.
 - Section 11 - The protection of children from harm. This provides general guidance on the promotion of the fourth licensing objective.
40. The purpose of Southwark's statement of licensing policy is to make clear to applicants what considerations will be taken into account when determining applications and should act as a guide to the sub-committee when considering the applications. However, the sub-committee must always consider each application on its own merits and allow exceptions to the normal policy where these are justified by the circumstances of the application. Within Southwark's statement of licensing policy, the premises are identified as being outside of a cumulative impact zone situated within a major town centre area. Relevant closing times recommended in the statement of licensing policy for licensed premises in residential areas are as follows:

Closing time for night clubs (with sui generis planning classification): Monday to Thursday 01:00 and Friday, Saturday 03:00 and Sunday 00:00.

Resource implications

41. There is no fee associated with this type of application.

Consultation

42. The premises licence holder has been informed of the application for review and of the details of the interim hearing.

Community impact statement

43. Each application is required by law to be considered upon its own individual merits with all relevant matters taken into account.

SUPPLEMENTARY ADVICE FROM OTHER OFFICERS

Director of Law and Democracy

44. The sub-committee is asked to determine, under Section 53C of the Licensing Act 2003, an application, made under Section 53A of the same act, for a review of premises licence. At any stage, following the grant of a premises licence, a responsible authority or any other person may ask the licensing authority to review the licence because of a matter arising at the premises in connection with any of the four licensing objectives.
45. The principles, which sub-committee members must apply, are set out below.

Principles for making the determination

46. Under Section 53 (A)(2) The licensing authority must determine a review application within 28 days of receipt of the application and reach a determination on that review.
47. The four licensing objectives are:
- The prevention of crime and disorder
 - The protection of public safety
 - The prevention of nuisance
 - The protection of children from harm.
48. Each objective must be considered to be of equal importance. The authority must, having regard to the application and any relevant representations, take such of the following steps as it considers appropriate for the promotion of the licensing objectives. The steps are to:
- Modify the conditions of the licence by altering, omitting or adding any condition
 - Exclude a licensable activity from the scope of the licence
 - Remove the designated premises supervisor
 - Suspend the licence for a period not exceeding three months
 - Revoke the licence.
49. For the purpose of determining a relevant representation under section 52 of the Act a “relevant representation” means representations which:
- Are relevant to one or more of the licensing objectives
 - Are made by the holder of the premises licence, a responsible authority or an other person within the prescribed period
 - Have not been withdrawn
 - If made by an other person (who is not also a responsible authority), that they are not, in the opinion of the relevant licensing authority frivolous or vexatious.
50. Modifications of conditions and exclusions of licensable activities may be imposed either permanently or for a temporary period of up to three months.
51. The authority may decide that no action is necessary if it finds that the review does not require it to take any steps appropriate to promote the licensing objectives.
52. In deciding what remedial action if any it should take, the authority must direct its mind to the causes or concerns that the representations identify. The remedial action should generally be directed at these causes and should always be no more than an appropriate and proportionate response.

53. It is of particular importance that any detrimental financial impact that may result from a licensing authority's decision is appropriate and proportionate to the promotion of the licensing objectives in the circumstances that gave rise to the application for review.

Reasons

54. Where the authority takes interim steps an application for review it must notify the determination and reasons why for making it to:
- The holder of the licence
 - The chief officer of police for the area (or each police area) in which the premises are situated.

Hearing procedures

55. Subject to the licensing hearing regulations, the licensing committee may determine its own procedures. Key elements of the regulations are that
- The hearing shall take the form of a discussion led by the authority. Cross examination shall not be permitted unless the authority considered that it is required for it to consider the representations.
 - Members of the authority are free to ask any question of any party or other person appearing at the hearing.
 - The committee must allow the parties an equal maximum period of time in which to exercise their rights to:
 - Address the authority
 - If given permission by the committee, question any other party
 - In response to a point which the authority has given notice it will require clarification, give further information in support of their application.
 - The committee shall disregard any information given by a party which is not relevant:
 - To the particular application before the committee
 - To the licensing objectives.
 - The hearing shall be in public, although the committee may exclude the public from all or part of a hearing where it considers that the public interest in doing so outweighs the public interest in the hearing, or that part of the hearing, taking place in private.
 - In considering any representations or notice made by a party the authority may take into account documentary or other information produced by a party in support of their application, representations or notice (as applicable) either before the hearing or, with the consent of all the other parties, at the hearing.
56. This matter relates to the review of the premises licence under section 53A of the Licensing Act 2003.

Council's multiple roles and the role of the licensing sub-committee

57. Sub-committee members will note that, in relation to this application, the council has multiple roles. Council officers from various departments have been asked to consider the application from the perspective of the council as authority responsible respectively for environmental health, trading standards, health and safety and as the planning authority.

58. Members should note that the licensing sub-committee is meeting on this occasion solely to perform the role of licensing authority. The sub-committee sits in quasi-judicial capacity, and must act impartially. It must offer a fair and unbiased hearing of the application. In this case, members should disregard the council's broader policy objectives and role as statutory authority in other contexts. Members must direct themselves to making a determination solely based upon the licensing law, guidance and the council's statement of licensing policy.
59. As a quasi-judicial body the licensing sub-committee is required to consider the application on its merits. The sub-committee must take into account only relevant factors, and ignore irrelevant factors. The decision must be based on evidence, that is to say material, which tends logically to show the existence or non-existence of relevant facts, or the likelihood or unlikelihood of the occurrence of some future event, the occurrence of which would be relevant. The licensing sub-committee must give fair consideration to the contentions of all persons entitled to make representations to them.
60. The licensing sub-committee is entitled to consider events outside of the premises if they are relevant, i.e. are properly attributable to the premises being open. The proprietors do not have to be personally responsible for the incidents for the same to be relevant. However, if such events are not properly attributable to the premises being open, then the evidence is not relevant and should be excluded. Guidance is that the licensing authority will primarily focus on the direct impact of the activities taking place at the licensed premises on members of the public, living, working or engaged in normal activity in the area concerned.
61. Members will be aware of the council's code of conduct which requires them to declare personal and prejudicial interests. The code applies to members when considering licensing applications. In addition, as a quasi-judicial body, members are required to avoid both actual bias, and the appearance of bias.
62. The sub-committee can only consider matters within the application that have been raised through representations from interested parties and responsible authorities. Interested parties must live in the vicinity of the premises. This will be decided on a case to case basis.
63. Under the Human Rights Act 1998, the sub committee needs to consider the balance between the rights of the applicant and those making representations to the application when making their decision. The sub-committee has a duty under section 17 Crime and Disorder Act 1998 when making its decision to do all it can to prevent crime and disorder in the borough.
64. There is no right of appeal to a Magistrates' Court against the licensing authority's decision regarding the setting of interim steps at this stage.

Guidance

65. Members are required to have regard to the Home Office revised guidance in carrying out the functions of licensing authority. However, guidance does not cover every possible situation, so long as the guidance has been properly and carefully understood, members may depart from it if they have reason to do so. Full reasons must be given if this is the case.

Strategic Director of Finance and Governance

66. The head of community safety and enforcement has confirmed that the costs of this process are borne by the service.

BACKGROUND DOCUMENTS

Background Papers	Held At	Contact
Licensing Act 2003 Home Office Revised Guidance to the Act Secondary Regulations Southwark Statement of Licensing Policy Case file	C/O Southwark Licensing, Community Safety & Enforcement, 3rd Floor Hub C, 160 Tooley Street PO Box 64529 SE1 5LX	Mrs Kirty Read Tel:02075255748

APPENDICES

Name	Title
Appendix A	The current premises licence
Appendix B	Copy of review application
Appendix C	Copy of the Notice of Decision from 6 th July 2017
Appendix D	Documents provided by licence holder following first hearing
Appendix E	Representation from the Licensing Authority
Appendix F	Representation from a local resident
Appendix G	Map of local area

AUDIT TRAIL

Lead Officer	Deborah Collins, Strategic Director of Environment Social Regeneration	
Report Author	Andrew Heron, Principal Licensing Officer	
Version	Final	
Dated	19 July 2017	
Key Decision?	No	
CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER		
Officer Title	Comments sought	Comments included
Director of Law and Democracy	Yes	Yes
Strategic Director of Finance and Governance	Yes	Yes
Cabinet Member	No	No
Date final report sent to Constitutional Team		19 July 2017

Licensing Act 2003 Premises Licence



Environmental Health & Trading
Standards
Licensing Unit
Hub 2, 3rd Floor
PO Box 64529

Premises licence number

850322

Part 1 - Premises details

Postal address of premises, or if none, ordnance survey map reference or description	
The Coronet Coronet Cinema 28 New Kent Road London SE1 6TJ	
Ordnance survey map reference (if applicable), 179022532054	
Post town London	Post code SE1 6TJ
Telephone number [REDACTED]	

Where the licence is time limited the dates

Licensable activities authorised by the licence

Plays - Indoors
Films - Indoors
Indoor Sporting Event
Boxing or Wrestling - Indoors
Live Music
Recorded Music
Performance of Dance - Indoors
Entertainment Similar to live/recorded music / dance - Indoors
Late Night Refreshment
Sale by retail of alcohol to be consumed on premises

The opening hours of the premises

For any non standard timings see **Annex 2**

Monday	09:00 - 03:30
Tuesday	09:00 - 03:30
Wednesday	09:00 - 03:30
Thursday	09:00 - 07:30
Friday	09:00 - 07:30
Saturday	09:00 - 07:30
Sunday	09:00 - 07:30

Where the licence authorises supplies of alcohol whether these are on and/ or off supplies

Sale by retail of alcohol to be consumed on premises

The times the licence authorises the carrying out of licensable activities

For any non standard timings see Annex 2 of the full premises licence

Plays - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Films - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Indoor Sporting Event

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Boxing or Wrestling - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Live Music

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Recorded Music

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Performance of Dance - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Entertainment Similar to live/recorded music / dance - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Late Night Refreshment

Monday	23:00 - 03:00
Tuesday	23:00 - 03:00
Wednesday	23:00 - 03:00
Thursday	23:00 - 07:00
Friday	23:00 - 07:00
Saturday	23:00 - 07:00
Sunday	23:00 - 07:00

Sale by retail of alcohol to be consumed on premises

Monday	10:00 - 03:00
Tuesday	10:00 - 03:00
Wednesday	10:00 - 03:00
Thursday	10:00 - 07:00
Friday	10:00 - 07:00
Saturday	10:00 - 07:00
Sunday	10:00 - 07:00

Part 2**Name, (registered) address, telephone number and email (where relevant) of holder of premises licence**

Elephant Music Limited
Coronet Cinema
28 New Kent Road
London
SE1 6TJ
[REDACTED]

Registered number of holder, for example company number, charity number (where applicable)
05531533**Name, address and telephone number of designated premises supervisor where the premises licence authorises for the supply of alcohol**

Samantha June Porter
[REDACTED]

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol
[REDACTED]

Licence Issue date 02/12/2015



Head of Regulatory Services
Hub 2, 3rd Floor
PO Box 64529
London, SE1P 5LX
020 7525 5748
licensing@southwark.gov.uk

Annex 1 - Mandatory conditions

100 No supply of alcohol may be made under the Premises Licence -

- a. At a time when there is no Designated Premises Supervisor in respect of the Premises Licence; or
- b. At a time when the Designated Premises Supervisor does not hold a Personal Licence or his Personal Licence is suspended.

101 Every supply of alcohol under the Premises Licence must be made, or authorised by, a person who holds a Personal Licence.

102 The admission of children to films given under this licence must be restricted in accordance with the recommendations of the British Board of Film Classification or of the licensing authority itself.

107 Any individual carrying out security activities at the premises must be.

- (a) be authorised to carry out that activity by a licence granted under the Private Security Industry Act 2001; or
- (b) be entitled to carry out that activity by virtue of section 4 of that Act.

485 (1) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises -

(a) games or other activities which require or encourage, or are designed to require, encourage, individuals to –

- (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
- (ii) drink as much alcohol as possible (whether within a time limit or otherwise);

(b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;

(c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner carries a significant risk of undermining a licensing objective;

(d) selling or supplying alcohol in association with promotional poster or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner; and

(e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

487 The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.

488 (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either

(a) a holographic mark; or

(b) an ultraviolet feature.

489 The responsible person shall ensure that -

(a) Where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures -

(i) Beer or cider: 1/2 pint;

(ii) Gin, rum, vodka or whisky: 25 ml or 35 ml; and

(iii) Still wine in a glass: 125 ml;

(b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and

(c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available,

491 1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purpose of the condition set out in paragraph (1):

(a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;

(b) "permitted price" is the price found by applying the formula $P = D + (D \times V)$, where-

(i) P is the permitted price,

(ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and

(iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;

(c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence -

(i) the holder of the premises licence:

(ii) the designated premises supervisor (if any) in respect of such a licence; or

(iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;

(iv) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and

(v) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

4. (1) Sub-paragraph (2) applies where the permitted price given by paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax;

(2) the permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

Annex 2 - Conditions consistent with the operating Schedule

112 This licence allows for the premises to remain open for an additional hour on public/bank holidays and the commencement of British Summer Time. This licence allows for the premises to extend the following licensable activities on the 31st December to 1st January from 10:00 till 07:00.

113 This licence allows for the premises to remain open for the sale or supply of alcohol for non standard timings of an additional hour on Public/Bank Holidays and commencement of British Summer Time. This licence allows for the premises to extend the following licensable activities on the 31st December to 1st January from 10:00 till 07:00.

114 This licence allows for the premises to extend the following licensable activities by an additional hour for non standard timings as stated below on the following days: Plays, Films, Live Music, Recorded Music, Performances of Dance, Anything of a similar description. Provision of Entertainment Facilities Making Music, Dancing, Entertainment of a Similar Discription. On Public/Bank Holidays and commencement of British Summer Time. This licence allows for the premises to extend the following licensable activities on the 31st December to 1st January from 10:00 till 07:00.

115 This licence allows for the premises for the provision of late night refresher for non standard timings of an additional hour on Public/Bank holidays and commencement of British Summer Time.

158 a.The Licensee / Duty Manager shall ensure that no nuisance is caused by noise emanating from the premises or by vibration transmitted through the structure of the premises.

b.If required, legible notices shall be displayed at all exits requesting the public to respect the needs of local residents and to leave the premises and area quietly.

c.That information will be extended to website and all tickets issued directly or via website or Ticket Master will carry the noise nuisance message.

296 Only responsible drinks promotions will be allowed at the premises.

310 That all windows and doors excepting any that may be required to be locked open for the purposes of means of escape, shall be kept closed whilst amplified music is being played at the premises; and the doors are to be monitored by door supervisors to ensure they remain closed at the required times

330 That a vast array of non-alcoholic beverages, including non-alcoholic beer are available and that a soft drinks pricing policy shall be compiled intended to ensure that consumption of soft drinks by young people is not discouraged

334 That an age identification scheme shall be established and maintained. The scheme shall Require the production of evidence of age (comprising any PASS accredited card or passport or driving licence) from any person appearing to staff engaged in selling or supplying alcohol to be under the age of 18 and who is attempting to buy alcohol

340 That there will be badged security and stewards to monitor the footpath and carriage ways between the Shopping Centre and Elephant Road

341 That regular litter patrols are carried out during and after performances on the footpath and carriage ways between the Shopping Centre and Elephant Road

- 342** That all Front of House mixing desks are fitted with sound measuring devices that will be monitored every 15 minutes.
- 343** That the security ensure that the premises operate in accordance within the safe capacity figures, eliminating any crime and disorder issues that may arise from overcrowding. This will also cover the flow of patrons between the four floors at the premises
- 344** That liaisons with the Metropolitan Police to ensure that reasonable arrangements are being made to reduce any possibility of crime and disorder at the premises, to include the sharing of information of forthcoming events, the artist and promoters
- 345** That the premises will operate in accordance with strict Health and Safety procedures and will have in place all necessary policies to ensure the safety of all those in and around the premises.
- 346** That up-to-date electrical installation, emergency lighting batteries, fire alarm warning system and fire fighting equipment will be held at the premises
- 347** That all relevant staff receive training in crowd safety management, first aid, evacuation procedures, dealing with conflict and drug awareness
- 348** That my additional sound making equipment brought onto the first (1st) floor is to be connected through the sound limiter circuit.
- 349** That the air conditioning device is serviced on a regular basis
- 350** That a crowd dispersal policy to ensure minimum disturbance to be established, monitored and maintained
- 351** That refuse collections be arranged as to cause the least disturbance and general checks are made to ensure that all refuse is collected
- 352** That a Metropolitan Police event assessment / risk assessment will be submitted prior to the event and approval will be sought after from Southwark Licensing Officers PC McNally and PC Compton
- 353** That CCTV is in place throughout the venue and the entrances / exits
- 354** That SIA security regularly check toilets for drug use
- 355** That a medic is on duty throughout the event
- 356** That counting devices are used in each area of the venue to monitor crowds
- 357** That there are regular litter patrols
- 358** That SIA registered security firm control crowds whilst inside and directly outside the venue by organising queues
- 359** That anyone appearing to be under the age of 25 will require identification
- 360** That Challenge 21 is effective at the bars
- 361** That there are 'Please Leave the Premises Quietly' around the venue
- 362** That the sound limiting device on the first (1st) floor is to be set in conjunction with the local authority.

Annex 3 - Conditions attached after a hearing by the licensing authority

601 Whenever licensable activities are taking place on the premises, at least one personal licence holder shall be present at the premises.

607 Any individual carrying out security activities at the premises must be licensed by the Security Industry Authority.

788 CCTV camera situated to ensure that all persons entering the premises can be captured by the system. This is to include signage indicating that CCTV will capture images of all persons entering the premises.

795 That a drugs/weapons box shall be maintained inside the premises, situated at/close to the point of entry.

798 That signs shall be displayed in the entrance foyer to the premises indicating that the premises operates a zero tolerance to drugs and states "No search, no entry, management reserve the right to refuse entry".

799 That SIA door supervisors shall be provided with hand held metal detection units in order to ensure that searches are carried out in respect of all admissions to the premises, whether members of the public, or performers or their assistants. The search arches shall be adopted for all events and all persons and a member of management shall be present to supervise the search procedures at all times.

800 At least one Female SIA registered door supervisors shall be employed at all times the premises are in use under the licence.

801 Search Arches shall be adopted for events of a larger nature than usual.

840 Compliance with the MPS "Safe & Sound" Policy

841 A list of all door supervisors on duty including details of each door supervisor's responsibilities shall be produced and retained for a minimum period of 31 days. This list is to be made available for inspection to the police or the licensing officers of the council on request.

842 Door staff should be equipped with counting devices and ensure that the agreed safety capacities are not exceeded.

843 Suitable notices indicating that a thorough search policy will be adopted, and "No Search, no entry"

844 Regular security patrols around the perimeter of the premises to ensure that customers waiting to gain access do so in an orderly manner and those existing the premises vacate the general area as quick and quietly as possible.

845 Submissions of Metropolitan Police Venue Hire agreements forms to the licensing office at Walworth Police Station 28 days prior to an event.

846 Only SIA Registered door staff under the direct employment of the management of the Coronet or a SIA Registered Company employed by the management of the Coronet are to be used, either inside the premises or outside the premises. Under no circumstances can any security staff employed by an individual promoter be employed at any event held at the Coronet.

847 That there shall be a minimum ratio of one SIA staff member to 75 patrons or at such ratio as the police may think fit following consultation with them in respect of any specific event.

848 That there shall be no high risk events, as assessed by the SCD9 pro- active licensing police

intelligence unit.

849 That any advice provided by Police in relation to medium risk events shall be followed.

850 That a full briefing to SIA staff on security and safety issues and equipment shall be provided prior to all events.

851 That all staff and SIA door staff shall be trained in the premises crowd safety management policy and shall be retrained every three months.

852 That crowd safety, means of escape in the event of emergency and security at the venue shall be reviewed every three months.

853 That the premises shall notify the police of any unusual or suspicious change in profile of patrons.

854 That all public announcements shall be made by an effective.

amplification system. All announcements shall be made by a member of management.

855 That an ID scanning system to the reasonable satisfaction of police be installed and maintained. The system should be capable of sharing information about banned customers with other venues, identify the hologram of an ID and read both passports and ID cards, able to identify fake or forged ID documents to a reasonable standard. The system will be in operation at all times whilst the premises are in operation under the premises licence. All persons that enter the premises including all SIA registered door supervisors, patrons, DJs and associated staff will be scanned and have their details recorded on the system. The details shall be stored and made available on request for a period of no less than 31 days.

856 That the ID scanning system will be in operation for all events save for those events where 48 hours notice has been given to the police with no consequent objection. Any security company employed at the venue shall be ACS approved.

857 There shall be no dispensation licences permitted for SIA door staff.

858 That there shall be no entry or re-entry to the premises after 03.00.

859 That the premises shall carry out suitable and sufficient violence at work risk assessments and regularly review the risk assessments for the premises.

Annex 4 - Plans - Attached

Licence No.	850322
Plan No.	0000/00
	0000/01
	0000/02
	0000/03
Plan Date	10 August 2005

Licensing Act 2003 Premises Licence



Environmental Health & Trading
Standards
Licensing Unit
Hub 2, 3rd Floor
PO Box 64529

Premises licence number

850325

Part 1 - Premises details

Postal address of premises, or if none, ordnance survey map reference or description	
Coronet Railway Arch 3,4 ,5 And 6, Elephant Road, Elephant Mews London SE17 1LB	
Ordnance survey map reference (if applicable), 178897532088	
Post town London	Post code SE17 1LB
Telephone number [REDACTED]	

Where the licence is time limited the dates

Licensable activities authorised by the licence

Plays - Indoors
Films - Indoors
Indoor Sporting Event
Boxing or Wrestling - Indoors
Live Music - Indoors
Recorded Music - Indoors
Performance of Dance - Indoors
Entertainment Similar to live/recorded music - Indoors
Late Night Refreshment - Indoors
Sale by retail of alcohol to be consumed on premises

The opening hours of the premises

For any non standard timings see **Annex 2**

Monday	09:00 - 03:30
Tuesday	09:00 - 03:30
Wednesday	09:00 - 03:30
Thursday	09:00 - 07:30
Friday	09:00 - 07:30
Saturday	09:00 - 07:30
Sunday	09:00 - 07:30

Where the licence authorises supplies of alcohol whether these are on and/ or off supplies

Sale by retail of alcohol to be consumed on premises

The times the licence authorises the carrying out of licensable activities

For any non standard timings see Annex 2 of the full premises licence

Plays - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Films - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Indoor Sporting Event

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Boxing or Wrestling - Indoors

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Live Music - Indoors

ARCH 3 ONLY

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Recorded Music - Indoors

ARCH 3 ONLY

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Performance of Dance - Indoors

ARCH 3 ONLY

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Entertainment Similar to live/recorded music - Indoors

ARCH 3 ONLY

Monday	09:00 - 03:00
Tuesday	09:00 - 03:00
Wednesday	09:00 - 03:00
Thursday	09:00 - 07:00
Friday	09:00 - 07:00
Saturday	09:00 - 07:00
Sunday	09:00 - 07:00

Late Night Refreshment - Indoors

Monday	23:00 - 03:00
Tuesday	23:00 - 03:00
Wednesday	23:00 - 03:00
Thursday	23:00 - 07:00
Friday	23:00 - 07:00
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Sale by retail of alcohol to be consumed on premises

Monday	10:00 - 03:00
Tuesday	10:00 - 03:00
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Friday	10:00 - 07:00
Saturday	10:00 - 07:00
Sunday	10:00 - 07:00

Part 2**Name, (registered) address, telephone number and email (where relevant) of holder of premises licence**

Elephant Music Limited
Coronet Cinema
28 New Kent Road
London
SE1 6TJ
[REDACTED]

Registered number of holder, for example company number, charity number (where applicable)
05531533**Name, address and telephone number of designated premises supervisor where the premises licence authorises for the supply of alcohol**

Samantha June Porter
[REDACTED]

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol
[REDACTED]

Licence Issue date 02/12/2015

[REDACTED]
Head of Regulatory Services
Hub 2, 3rd Floor
PO Box 64529
London, SE1P 5LX
020 7525 5748
licensing@southwark.gov.uk

Annex 1 - Mandatory conditions

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- (a). At a time when there is no Designated Premises Supervisor in respect of the Premises Licence; or
- (b). At a time when the Designated Premises Supervisor does not hold a Personal Licence or his Personal Licence is suspended.

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(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises -

(a) games or other activities which require or encourage, or are designed to require, encourage, individuals to -

- (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
- (ii) drink as much alcohol as possible (whether within a time limit or otherwise);

(b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;

(c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner carries a significant risk of undermining a licensing objective;

(d) selling or supplying alcohol in association with promotional poster or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner; and

(e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

487 The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.

488 (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either

(a) a holographic mark; or

(b) an ultraviolet feature.

489 The responsible person shall ensure that -

(a) Where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures -

(i) Beer or cider: 1/2 pint;

(ii) Gin, rum, vodka or whisky: 25 ml or 35 ml; and

(iii) Still wine in a glass: 125 ml;

(b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and

(c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available,

491 1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purpose of the condition set out in paragraph (1):

(a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;

(b) "permitted price" is the price found by applying the formula $P = D + (D \times V)$, where-

(i) P is the permitted price,

(ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and

(iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;

(c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence -

(i) the holder of the premises licence:

(ii) the designated premises supervisor (if any) in respect of such a licence; or

(iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;

(iv) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and

(v) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

4. (1) Sub-paragraph (2) applies where the permitted price given by paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax;

(2) the permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

Annex 2 - Conditions consistent with the operating Schedule

- 4AL** That risk assessments are completed for each event
- 288** That CCTV is in operation and covers the arches
- 309** That a sound limiting device is installed in Arch 3
- 340** That arches are supervised at all times by trained SIA/stewards
- 341** That a medic is on site
- 342** That there is a strict door policy and searches
- 343** That there is only background music in Arches 4, 5 and 6
- 344** That double entry doors are installed in Arch 3
- 345** That there is an SIA trained team
- 346** That there is no sale of alcohol to under 18s
- 347** That Challenge 21 is in use
- 348** That promoters are thoroughly vetted

Annex 3 - Conditions attached after a hearing by the licensing authority

798 That signs shall be displayed in the entrance foyer to the premises indicating that the premises operates a zero tolerance to drugs and states "No search, no entry, management reserve the right to refuse entry".

840 That there shall be a minimum ratio of one SIA staff member to 75 patrons or at such ratio as the police may think fit following consultation with them in respect of any specific event.

841 That there shall be no high risk events, as assessed by the SCD9 pro- active licensing police intelligence unit.

842 That any advice provided by Police in relation to medium risk events shall be followed.

843 That a full briefing to SIA staff on security and safety issues and equipment shall be provided prior to all events.

844 That all staff and SIA door staff shall be trained in the premises crowd safety management policy and shall be retrained every three months.

845 That crowd safety, means of escape in the event of emergency and security at the venue shall be reviewed every three months.

846 That the premises shall notify the police of any unusual or suspicious change in profile of patrons.

847 That all public announcements shall be made by an effective amplification system. All announcements shall be made by a member of management.

848 That an ID scanning system to the reasonable satisfaction of police be installed and maintained. The system should be capable of sharing information about banned customers with other venues, identify the hologram of an ID and read both passports and ID cards, able to identify fake or forged ID documents to a reasonable standard. The system will be in operation at all times whilst the premises are in operation under the premises licence. All persons that enter the premises including all SIA registered door supervisors, patrons, DJs and associated staff will be scanned and have their details recorded on the system. The details shall be stored and made available on request for a period of no less than 31 days.

849 That the ID scanning system will be in operation for all events save for those events where 48 hours notice has been given to the police with no consequent objection. Any security company employed at the venue shall be ACS approved.

850 There shall be no dispensation licences permitted for SIA door staff.

851 That there shall be no entry or re-entry to the premises after 03.00.

852 That the premises shall carry out suitable and sufficient violence at work risk assessments and regularly review the risk assessments for the premises.

Annex 4 - Plans - Attached

Licence No. 850325
Plan No. 1019 (---) 05
Plan Date August 2010

**METROPOLITAN
POLICE****TOTAL POLICING****Form for Applying for a Summary Licence Review****Application for the review of a premises licence under section 53A of the Licensing Act 2003**
(premises associated with serious crime, serious disorder or both)**PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST**

Before completing this form please read the guidance notes at the end of the form. If you are completing the form by hand please write legibly in block capitals. In all cases ensure that your answers are inside the boxes and written in black ink.

Use additional sheets if necessary.

Insert name and address of relevant licensing authority and its reference number:

Name: London Borough of Southwark

Address:

Floor 3, 160 Tooley Street, London, SE1

Post town: London

Post code: SE1 2QH

Ref. No.:

I 
on behalf of the chief officer of police for the Metropolitan Police area apply for the review of a premises licence under section 53A of the Licensing Act 2003.

1. Premises details

Postal address of premises or club premises, or if none, ordnance survey map reference or description:

The Coronet, 28 New Kent Road

Post town: London

Post code: SE1 5BA
(if known)

2. Premises licence details

Name of premises licence holder or club holding club premises certificate (if known):

Elephant Music Limited

Number of premises licence or club premises certificate (if known):

850325 & 850322

3. Certificate under section 53A(1)(b) of the Licensing Act 2003 (Please read guidance note 1)

I confirm that a certificate has been given by a senior member of the police force for the police area above that in his opinion the above premises are associated with serious crime or serious disorder or both, and the certificate accompanies this application.

Please tick the box to confirm:

4. Details of association of the above premises with serious crime, serious disorder or both
(Please read guidance note 2)

PROTECTIVE MARKING

On **Sunday the 2nd July 2016** at 02.06hrs an Emergency call was made from the venue to Police requesting assistances 200 people had rushed the front door. Police units were dispatched arriving at 02.12hrs it became clear that a serious public order situation was occurring and police serials and dog units where requested and at 02.13hrs officer assistance and a large fight. Specialist Public order officers from the Territorial Support Group (TSG) were called and attended. 24 police units, 4 TSG carriers and a dog unit were assigned to deal with the disorder. It took until 04.33hrs before all police officers could withdraw.

The seriousness of this incidents passes the threshold test for what amounts to serious disorder, and of particular concern is the scale, length of time and resources it took to regain control. It is clear that there has been a serious breach of crowd control and entry procedure was unable to deal with the amount of people which caused the disorder.

It has been described as serious disorder with missiles being thrown and numerous fights occurring. The road was blocked and the crowd estimated up to a thousand spanning round to the Walworth road. A crime report for Violent disorder has been recorded (3019036/17)

The venue holds approximately 2600 people over a number of floors. On police arrival it was estimated that between 750- 800 (Venue est.) inside and estimates range between 500 to 1000 outside and the venue was expecting 2000 people to attend the event.

It was clear that the venue was unable to cope with this amount of people entering and carrying out full searches and ID Checks. This has caused the people outside some of which claimed had been waiting for up to 2 hours and this lead to the outbreak of disorder and attempted forced entry into the premises.

Whilst police and security staff attempted to regain control a number of attempts were made to enter the venue including via the station and railway lines and other emergency exits. Police cordons had to be put around all entry points and across the road. Police attempted to withdraw from the area but as soon as they did further disorder occurred and attempts to enter the venue.

On the **26th February 2017** at about 03.50hrs a breach of the door at the venue occurred by a large group of males forcing their way into the venue at the entrance and the security. During this a firearm was seen and as such the club was closed and required considerable Police resources to manage the risk involved around this.

On the **13th May 2017** at about 05.30hrs council CCTV reported a large disturbance outside and on police arrived reported about 100 people fighting and officers required urgent assistance due to serious disorder.

In **November 2015** They were also subject of a previous Section 51a review relating to violence and breach of security where weapons got inside the venue which was considered a serious breach on security. One male was stabbed, a noxious substance was discharged and a firearm was believed seen.

Conditions were placed on the licence in an attempt to prevent further violence and disorder being associated with the venue at the previous hearing. But a number of instances have occurred since and a number this year. The venue is situated in a difficult position on a major road with limited pavement space outside to establish a safe and controlled queuing system. The amount of people attending DJ lead events and the security controls required at this sort of event appear to be causing the disorder and violence.

In 2017 Police have received at least 15 emergency calls to the 999 system to the venue tagged as violent incidents.

This is an unacceptable situation and one that requires a fast time response in order to protect the public and prevent further crime and disorder putting the public at risk. Police seek the suspension of the premises licence at allow consultation regarding further measures that could be put in place to negate any further issues, pending the determination of a full licensing hearing.

PROTECTIVE MARKING

Signature of applicant			
Signature:	[REDACTED]	Date:	03/07/2017
Capacity:	Metropolitan Police Licensing Officer		
Contact details for matters concerning this application			
Surname:	[REDACTED]	First Names:	[REDACTED]
Address:	Southwark Police station, 323 Borough High Street,		
Post town:	London	Post code:	SE1 1JL
Tel. No.:	0207 232 6756	Email:	SouthwarkLicensing@met.police.uk

Notes for guidance

1. A certificate of the kind mentioned in the form must accompany the application in order for it to be valid under the terms of the Licensing Act 2003. The certificate must explicitly state the senior officer's opinion that the premises in question are associated with serious crime, serious disorder or both. Serious crime is defined by reference to section 81 of the Regulation of Investigatory Powers Act 2000. In summary, it means:
 - conduct that amounts to one or more criminal offences for which a person who has attained the age of eighteen and has no previous convictions could reasonably be expected to be sentenced to imprisonment for a term of three years or more; or
 - conduct that amounts to one or more criminal offences and involves the use of violence, results in substantial financial gain or is conduct by a large number of persons in pursuit of a common purpose.
 Serious disorder is not defined in legislation, and so bears its ordinary English meaning.
2. Briefly describe the circumstances giving rise to the opinion that the above premises are associated with serious crime, serious disorder, or both.

Retention Period: 7 years
MP 146/12

PROTECTIVE MARKING

METROPOLITAN
POLICE

TOTAL POLICING

Form 693A

Certificate under Section 53A(1)(b) of the Licensing Act 2003

Metropolitan Police Service | New Scotland | Yard 8-10 Broadway | London | SW1H 0BG

I hereby certify that in my opinion the premises described below are associated with:
serious disorder

Premises (Include business name and address and any other relevant identifying details).

Postal address of premises or club premises, or if none, ordnance survey map reference or description:

Coronet, 28 New Kent Road**Post town: London****Post code:**
(If known)**SE1 6TJ****Premises licence number (if known):**

850325 & 850322

Name of premises supervisor (if known):**Samantha June PORTER**

I am a Superintendent * in the Metropolitan Police Service.

*insert rank of officer giving the certificate, which must be superintendent or above

I am giving this certificate because I am of the opinion that other procedures under the Licensing Act are inappropriate in this case because:

(Give a brief description of why other procedures such as a standard review process are thought to be inappropriate, e.g. the degree of seriousness of the crime and/or disorder, the past history of compliance in relation to the premises concerned)

PROTECTIVE MARKING

On Sunday the 2nd July 2016 at 02.06hrs an Emergency call was made from the venue to Police requesting assistance as 200 people had rushed the front door. Police units were dispatched arriving at 02.12hrs it became clear that a serious public order situation was occurring and police serials and dog units were requested and at 02.13hrs officer assistance and a large fight. Specialist Public order officers from the Territorial Support Group (TSG) were called and attended. 24 police units, 4 TSG carriers and a dog unit were assigned to deal with the disorder. It took until 04.33hrs before all police officers could withdraw.

It has been described as serious disorder with missiles being thrown and numerous fights occurring. The road was blocked and the crowd estimated up to a thousand spanning round to the Walworth road. A crime report for Violent disorder has been recorded (3019036/17)

The seriousness of this incidents passes the threshold test for what amounts to serious disorder, and of particular concern is the scale, length of time and resources it took to regain control. It is clear that there has been a serious breach of crowd control and entry procedure was unable to deal with the amount of people which caused the disorder.

Following incidents at the premises and or information received about problematic events the premises have also agreed to close on a voluntary basis. However On the 26th February 2017 a breach of the door, entrance security and firearm was seen and on the 13th May 2017 CCTV reported 100 people fighting outside and officers on arrival required urgent assistance due to disorder outside. They were also subject of a previous Section 51a review in November 2015 relating to violence and breach of security and weapons inside the venue.

Other procedures under the licensing act have been considered, however a standard review is considered inappropriate due to serious nature of the allegations and the clear issues at the venue with disorder and possible future disorder.

The venue has a number of events scheduled for the coming weeks, a standard review can take up to 8 weeks to come before the sub committee with the addition of any possible appeal procedures.

Immediate steps are required to promote the prevention of crime & disorder and public safety licensing objectives.

Signature

Signature: 

Date:

3rd July 2017

Retention Period: 7 years
MP 14712

RESTRICTED (when complete)

MG 11 (T)

WITNESS STATEMENT

CJ Act 1967, s.9; MC Act 1980, ss.5A(3)(a) and 5B; Criminal Procedure Rules 2005, Rule 27.1

Statement of [redacted] URN: [] [] [] []

Age if under 18 **Over 18**..... (if over 18 insert 'over 18') Occupation: **Police Officer**

This statement (consisting of: 2..... pages each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated anything in it which I know to be false, or do not believe to be true.

Signature: [redacted] Date: 03/07/2017

Tick if witness evidence is visually recorded (supply witness details on rear)

On SATURDAY 1st JULY at approximately 0200 hours I was on duty as patrol supervisor for the London Borough of Southwark, call sign MD3N. At xxxx police received a call to the Coronet after reports of a group of people storming the front door, myself and MD13N initially attended however it soon became clear that significantly more police resources would require due the disorder that ensued.

Upon initial attendance there were approximately 500 people in the immediate environs of the venue and the door was shuttered shut. There was some semblance of a queue heading towards the Charlie Chalpin however there was no management of this and towards the front there was a large group around the door and crowd surges were occurring. There were hundreds of other people wandering around the street in and out of traffic causing a danger to both patrons and road users. Upon initial attendance there were several small scale fights occurring between different groups which were causing the crowd to scatter across the road. Staff at the location stated they were happy to open the doors if they could get people back from the door so the matter could be managed. The territorial support group attended with 3 carries containing 18 officers and this initial presence of officers appeared to calm the crowd although there was a great deal of agitation and frustration. Police advised the venue that we would remain to prevent a breach of the peace but it was the security who were required to restore the queue. It was extremely difficult to identify who were door staff, some had high visibility vests, but many did not and one male who presented himself as a supervisor displayed no visible ID which made the job of trying to speak with staff very difficult. Police had to provide a loud hailer in an attempt for the staff to be heard over the crowd but this did nothing to restore order and the venue made the decision to close the venue to any new patrons. At this stage there was again complete lack of clear information to patrons and one male who stated he was a promoter was telling people to queue while some staff were stating the venue had shut. As nobody else was going to be entering the venue police officers were now becoming a source of attraction for the crowd and the decision was made to withdraw to around the corner in order to support the appearance the venue was closed in the hope this would encourage people to leave the area. As police attempted to leave and it became obvious the presence

Signature: [redacted] Signature witnessed by:

2006/07(1): MG 11(T)

RESTRICTED (when complete)

RESTRICTED (when completed)

Continuation of Statement of [REDACTED]

was being scaled back there was large shouts from the crowd, a crowd surge and a fight occurring. It also became apparent that a side door to the venue had been forced and people were rushing the venue and overwhelming the security. Police returned immediately and had to secure the door. A fight continued in the street and pockets of disorder erupted, a lot of which was directed at officers. One male received GBH injuries when he was knocked unconscious and as officers rushed to his assistance the crowd ran at police officers and significant force had to be used to secure the safety of the injured male and officers. The door that was being secured by officers, who were preventing people entering the venue, then burst open from within and a group of males who appeared to be fighting exited the venue. When police intervened they became aggressive towards officers and again significant force had to be used to separate parties and keep people back from police officers. At this stage missiles were also thrown towards police by the crowd and the duty inspector, Insp [REDACTED], requested further units as it became clear there were not enough resources on scene to maintain the queen's peace and prevent significant injury to officers and members of the public around the venue. When additional resources arrived police began to disburse the crowd and again more bottles were thrown at officers who had to remain as security for the door while the entire venue was emptied. Throughout this scenario there were additional reports of people trying to gain access to the venue via a walkway that can be accessed through the Elephant and Castle BR station and this obviously causes a huge risk. [REDACTED]

The number of resources required to safely protect members of the public was enormous and this left the entire borough of Southwark with only 2 units to answer any other 999 calls that came in. From off borough the TSG and Dog Units were required and they had to change into full public order equipment including NATO helmets in order to protect themselves. Traffic around the Elephant and Castle came to a standstill as the NEW KENT ROAD and ELEPHANT ROAD were completely blocked meaning that not only were innocent members of the public put at risk of personal injury from flying bottles, drivers were also prevented from going about their lawful business. LAS has received several calls and had to set up a triage centre where they treated several people for injuries, heat exhaustion and intoxication. [REDACTED]

It is my professional opinion that the staff at location had no control of the queue and no way of safely managing the entrance to the venue, because of this people became frustrated and attempted to rush the door. In doing so this fired up the remaining crowd and the ensuing public order that occurred was all of a direct result of the venue being unable to manage the crowds for an event they knew would attract large numbers. This led to a situation which left other members of the public at risk as there was an almost complete removal of deployable officers for the rest of the borough. If the TSG has been unavailable due to any other policing requirements then I believe there would have been even greater disorder leading to injuries to members of the public and police officers. The number of officers available on the London borough of Southwark, which as a minimum is 1 inspector, 2 sergeants and 34 PC's would not have been sufficient to manage the disorder and if there were a recurrence there is a real and significant danger of further violent disorder.

Signature: [REDACTED]

Signature witnessed by:

PRINTED AT 11:29 02:JUL:17

192581

SINGLE INCIDENT PRINTOUT
PAGE 1

INCIDENT No. 1023:02JUL17

INCIDENT No. 1023 entered at 02:06 on 02JUL17 by CHS/CHS in CCC/IR

INCIDENT WAS ENTERED "EXTERNALLY"
INCIDENT IS "TAGGED" 2 TIMES

Rec By :E (Emergency)
 Call Tel :XXXXXXXXXXXX
 Call Name:XXXXXX
 Call Type:T (Third Party)
 Call Mail:
 Cntct Tel:
 Att Locn :28 NEW KENT ROAD, SE1:CORONET
 Map :Page 162, Grid Reference 532375,178875
 GPA :MS [Division: MD:LX]
 Inc Locn :28 NEW KENT ROAD, SE1:CORONET
 Map :Page 162, Grid Reference 532375,178875
 GPA :MS [Division: MD:LX]
 Call Locn:28 NEW KENT ROAD, SE1:CORONET
 Map :Page 162, Grid Reference 532375,178875
 GPA :MS [Division: MD:LX]
 Opening 1:314 (Suspicious Circumstances)
 Open Text:
 Urgency :I (Immediate)
 VRMs :
 Proposal :(BOCU at 02:06/02JUL17):312MD
 Assigned :
 DeAssign :MD13N, MD3N, M1N, MD23N, P0, R07, PL17N, PL801N, PL86N, U414,
 MD83N, MD21N, MD25N, U513, U515, U517, PL81N, PL21N, MD24N,
 U515,
 PLMEDIC, M1N, MD801N, MD27N, LX22N, LX1N, LX17N, LX35N, LX31N,
 TJOS
 TOA :02:12:00/02JUL17
 DO Name :INSP CONSTABLE
 DO Tel :XXXXXXXXXXXX
 CRIS :XXXXXXXXXXXX
 Class 1 :314 (Suspicious Circumstances)
 Qual 1 :701 (Assistance Requested / Rendered)
 Res 1 :703 (No Offences Disclosed)
 Clo Text :
 O Dealing:
 Metops :
 CHS Demid:XXXXXXXXXXXXXXXX

Linked :explicitly to 948:02JUL17 1472:02JUL17 1473:02JUL17

CONTINUED ...

SUBJECT TO FREEDOM OF INFORMATION ACT AND DATA PROTECTION ACT
 NO UNAUTHORISED DISCLOSURE-DISPOSE OF AS CONFIDENTIAL WASTE.

PRINTED AT 11:29 02:JUL:17

192581

SINGLE INCIDENT PRINTOUT
PAGE 2

INCIDENT No. 1023:02JUL17

Linked :implicitly to (none)

Location Field : (For previous Incidents at this location use
action:LCD or LCL - use DARIS to extend search)
Gazetteer Comments : (May have existed or altered since Incident creation
-
Use MSS SMF:SPECARCHIVE)

Location Based Comments

** Attendance and Incident and Caller Location **
NEW KENT RD,SE1 (1 - 161)

Remarks:

Time	Date	Opid	Termid
	02JUL17	CHS	CHS (pre 1st routing)
02:06:51		CREATED IN: CHS	AT: 2017-07-02 02:06:04 CAD AT: 2017-07-02
=====			
		ENTERED BY: CHS (c728605)	AT: 2017-07-02 02:06:51
		^INF - 200 PEOPLE HAVE RUSHED THE DOOR AND ASISTANCE REQUIRED	
02:07:37	02JUL17	CHS	
		ENTERED BY: CHS (c728605)	AT: 2017-07-02 02:07:37
		^INF - THE SHUTTERS ARE DOWN SO NO ONE CAN GET IN BUT THERES A	
LARGE		CROWD AND THE AREA NEEDS TO BE CLEARED	
02:07:49	02JUL17	CHS	
		ENTERED BY: CHS (c728605)	AT: 2017-07-02 02:07:49
		NFDS	
02:07:56	02JUL17	CHS	
		ENTERED BY: CHS (c728605)	AT: 2017-07-02 02:07:56
		REF GIVEN LINE CLEARED	
02:10:58	02JUL17	207360	L3095
		SI^MD...FOR INFO	
02:12:38	02JUL17	078409	L3094
		^ THEY HAVE SHUT DOORS.MAY BE WORTH GETTING DOG VAN...	
02:12:44	02JUL17	207360	L3095
		DI^MD...CAN WE HAVE SOME ORDER DOGS DOWN HERE	
02:12:47	02JUL17	078409	L3094
		ABOVE 462 MD..	
02:13:35	02JUL17	207360	L3095

CONTINUED ...

SUBJECT TO FREEDOM OF INFORMATION ACT AND DATA PROTECTION ACT
NO UNAUTHORISED DISCLOSURE-DISPOSE OF AS CONFIDENTIAL WASTE.

PRINTED AT 11:29 02:JUL:17

192581

SINGLE INCIDENT PRINTOUT

PAGE 3

INCIDENT No. 1023:02JUL17

Time	Date	Opid	Termid
			SI^MD...CAN WE HAVE SOME SERIALS. THERE IS NOW A MASSIVE FIGHT
02:13:52	02JUL17	078409	L3094
			^ 462MD MORE UNITS....
02:13:53	02JUL17	207360	L3095
			SS^MD..WE NEED MORE UNITS. LARGE FIGHT
02:14:09	02JUL17	078409	L3094
			^ 90MD WE WILL NEED SERIAL UNITS....
02:14:09	02JUL17	078409	L3094
			^ 90MD WE WILL NEED SERIAL UNITS....
02:14:38	02JUL17	721739	L3064
			^PL..PR CIRC #1 NA SERIAL
02:15:39	02JUL17	721739	L3064
			^PL MEDIC AWARE ANY INJURIES?
02:16:12	02JUL17	721739	L3064
			^PL MEDIC ON WAY
02:16:12	02JUL17	207360	L3095
			^90MD..MAKE YOUR WAY FROM ELEPHANT AND CASTLE
02:17:33	02JUL17	707606	L3086
			MD^PL...WE HAVE UNITS RUNNING TO ASSIST, PLS LET US KNOW IF NOT
			REQD,
			MANY THANKS
02:17:58	02JUL17	207360	L3095
			^90MD..800 INSIDE. 20-30 PEOPLE HAVE TRIED TO RUSH THE DOORS
02:18:39	02JUL17	198664	LAM01
			^CCCCI... SEEN AND NOTED, REQUIRES ASSESSMENT BY DUTY OFFICER.
			CANNOT
			SEE DISORDER ON CCTV.
02:19:10	02JUL17	081677	L6164
			^SI - U513 NOTIFIED, ON ROUTE
02:20:48	02JUL17	207360	L3095
			PL^MD...PLEASE CANCEL YOUR UNITS. WE HAVE TSG
02:21:03	02JUL17	707606	L3086
			^PL...NOTED THANKS
02:21:21	02JUL17	207360	L3095
			^U414..WE WILL BE ARIVING SHORTLY
02:22:21	02JUL17	207360	L3095
			^
02:23:03	02JUL17	207484	L3037
			^DI/9.....YOUR PR IS BEING MONITORED IN METCC LAMBETH COMMAND
			SUPPORT
			RE THIS INCIDENT.
			** PLEASE ADD YOUR DUTY OFFICERS DETAILS TO CAD **
02:24:49	02JUL17	207360	L3095
			^90MD...WE ARE LIASING WITH SECURITY TO SEE IF THEY WILL REOPEN
			THE

CONTINUED ...

SUBJECT TO FREEDOM OF INFORMATION ACT AND DATA PROTECTION ACT
NO UNAUTHORISED DISCLOSURE-DISPOSE OF AS CONFIDENTIAL WASTE.

PRINTED AT 11:29 02:JUL:17

192581

SINGLE INCIDENT PRINTOUT
PAGE 4

INCIDENT No. 1023:02JUL17

Time Date Opid Termid

DOORS ONCE TROUBLE MAKERS HAVE BEEN REMOVED. OR IF WE HAVE TO
CLEAR
THE CROWD
02:32:17 02JUL17 207360 L3095
^MD1N..SPOKE TO ORGANISERS. HAVE CPACITY FOR ANOTHER 1000. GROUP
THAT
TRIED TO RUSH HAVE BEEN REMOVED. WE NEED TO CLEAR THE DOORS AND
THEN
THE CLUB CAN REOPEN
02:35:25 02JUL17 207360 L3095
^U5141...WE NEED LAS WHO IS EXTREMELY INTOXUICATED. HE IS WITH A
TSG
MEDIC.
02:35:31 02JUL17 207360 L3095
^MD..PL MEDIC ADVISED
02:36:24 02JUL17 207360 L3095
LAS^MPS
Organisation:LONDON AMBULANCE SERVICE
Assistance:AMBULANCE
Location:
Mapref:162/532375,178875
28 NEW KENT ROAD, SE1:CORONET
Location Sent As:
28 NEW KENT ROAD ,SE1 ":CORONET"
MPS Contact :MD
Number :SEE FILE
Caller:5141U
Number:
Unit: Assigned:Y (Y/N) On Scene:Y (Y/N) Attending:Y (Y/N/U) ETA:
Mins
Casualty 1 Chief Complaint:INTOXICATED MALE
Approx Age: 30 :Y (Y)ears (M)onths (W)eeks (D)ays Sex:M
(M/F/U)
Severe Bleeding:N (Y/N/U) Conscious:Y (Y/N/U) Breathing:Y
(Y/N/U)
Chest Pain:N (Y/N/U) Shot/Stabbed:N (Y/N/U) (Y)es (N)o
(U)nknown
Remarks ;
Patient Contact Number: NONE PR Radio Number:
NONE
WITH TSG AND PL MEDIC. REQUEST FOR AMBULANCE FORM THEM
02:36:28 02JUL17 LAS
MPS^LAS MESSAGE PROCESSED SUCCESSFULLY - REF:LAS/645/02072017
02:37:58 02JUL17 LAS
MPS^LAS Reference: LAS/645/02072017
Organisation:LAS
Action :POLICE
REMARKS :

METROPOLITAN POLICE: POLICE requested for OTHER - FULL DETAILS
BELOW

, PL MEDIC HAS SPOKEN TO US ON HIS LAS PR - THANKS
02:48:58 02JUL17 098159 L3105

^MDIN...AFTER SEVERAL ATTEMPTS TO KEEP THE CALM HAVE NOT WORKED,
THE

CONTINUED ...

SUBJECT TO FREEDOM OF INFORMATION ACT AND DATA PROTECTION ACT
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INCIDENT No. 1023:02JUL17

Time	Date	Opid	Termid
02:57:20	02JUL17	078409	L3094
03:06:41	02JUL17	078409	L3094
03:08:13	02JUL17	078409	L3094
03:09:25	02JUL17	078409	L3094
03:09:43	02JUL17	098159	L3105
03:09:47	02JUL17	207484	L3037
03:10:38	02JUL17	078409	L3094
03:11:18	02JUL17	207484	L3037
03:11:41	02JUL17	098159	L3105
03:11:43	02JUL17	078409	L3094
03:12:58	02JUL17	098159	L3105
03:13:36	02JUL17	207484	L3037
03:14:06	02JUL17	098159	L3105
03:29:32	02JUL17	078409	L3094
03:30:33	02JUL17	078409	L3094
03:31:08	02JUL17	078409	L3094
03:31:27	02JUL17	078409	L3094

VENUE ARE NOT LETTING IN ANYMORE PEOPLE, WE NOW HAVE A GROUP OF SEVERAL HUNDRED ON THE STREET WITH NO WHERE TO GO

02:57:20 02JUL17 078409 L3094

^ MD1L UNITS TO MOVE OVER TO THE OPP SIDE OF THE ROAD PLEASE...

03:06:41 02JUL17 078409 L3094

^ MD1 CONFIRMED VE NUE IS CLOSING NOT LETTING ANYONE ELSE

IN.UNITS

WILL BE ON S/BY BUT WITHDRAWING FROM ACTUAL LOC...

03:08:13 02JUL17 078409 L3094

^ MD1N CCTV TO CONTINUE MONITORING LOC...

03:09:25 02JUL17 078409 L3094

^ 90MD MORE UNITS KICKING OFF AGAIN...

03:09:43 02JUL17 098159 L3105

^239MD...MORE UNITS TO CORONET ITS KICKING OFF

03:09:47 02JUL17 207484 L3037

DI^DI/9 URGENT ASSISTANCE

03:10:38 02JUL17 078409 L3094

^ 90MD A SIDE DOOR HAS BEEN FORCED AND CROWD TRYING TO GET

THROUGH..

03:11:18 02JUL17 207484 L3037

MD^DI/9 CAN WE CONFIRM THIS IS NO LONGER A URGENT ASSISTANCE

03:11:41 02JUL17 098159 L3105

^494MD...INFO FROM SECURITY THAT PEOPLE ARE TRYING TO ACCESS THE

CLUB

THROUGH THE STATION, BY JUMPING OFF THE RAILBRIDGE

03:11:43 02JUL17 078409 L3094

^ 353MD WE HAVE CROWDS TRYING TO ACCESS CLKUB VIA U/GROUND CAR

PARK.WE

WILL REMAIN IN ELEPH ANT RD...

03:12:58 02JUL17 098159 L3105

DI/9^MD...NO LONGER URGENT ASSISTANCE, HOWEVER OFFICER HAS

REQUESTED

MORE UNITS AS SMALL GROUPS TRYING TO FORCE IN THE CLUB

03:13:36 02JUL17 207484 L3037

^DI/9 NOTED..LOCAL UNITS DEALING.

03:14:06 02JUL17 098159 L3105

^90MD..DOORMEN STATES ELEPHANT AND CASTLE STN ISSUE IS OVER

03:29:32 02JUL17 078409 L3094

^ MD1N IN MY OPINION WE DO NOT HAVE SUFFICIENT RESOURCES FOR THIS.PLEASE PASS TO CCCSI TO SEE IF ANY FURTHER UNITS

AVAILABLE.....

03:30:33 02JUL17 078409 L3094

^ MD1N A BIT OF DISORDER AMONGST THEMSELVES NOW.NOT ---> POLICE

03:31:08 02JUL17 078409 L3094

SI ^ MD NOW AN URGENT ASSISTANCE...MORE UNITS..

03:31:27 02JUL17 078409 L3094

SS ^ MD URGENT ASSISTANCE...

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INCIDENT No. 1023:02JUL17

Time	Date	Opid	Termid
03:31:31	02JUL17	050406	L2931
	^CCCSI... WILL GEN NEW CAD & PASS SURROUNDING STNS		
03:31:59	02JUL17	097899	L3040
	^LX CIRCD RE URGENT ASSISTANCE		
03:32:30	02JUL17	721739	L3064
	^PL..NUTD		
03:32:32	02JUL17	088896	L3090
	^RG PR CIRC'D TO RG UNITS.		
03:32:33	02JUL17	081389	L2809
	^PY PR ALL NUTD		
03:32:38	02JUL17	081389	L2809
	^PY... RDW RESOURCES		
	PY80N - CAD 1267		
	PY21N - CRIT INC CAD 738		
	PY22N - CRIT INC CAD 738		
	P4N - CAD 927		
	P6N - CAD 481		
	PY20N - CAD 1166		
	PY24N - CAD 1166		
03:33:58	02JUL17	097899	L3040
	^843LX MD1N CO-ORDINATING UNITS		
03:36:21	02JUL17	078409	L3094
	^ 5180MD WE ARE WITH A MALE WHO HAS BEEN PUNCHED. BELIEVE WORD WENT AROUND THAT HE WAS STABBED **THIS WAS NOT THE CASE **...		
03:37:16	02JUL17	207360	L3095
	^353MD...WE ARE IN ELEPHANT ROAD WHERE THE CLUB IS EMPTYING. THE SECURITY STATE THAT THE CLUB IS NEARLY EMPTY		
03:39:23	02JUL17	097899	L3040
	^LX OW316N EN ROUTE		
03:39:48	02JUL17	081677	L6164
	^SI-SPOKE TO ND TSG INSP JOA STATES OTHER TSG BUS HAS A PRISONER AT HACKNEY. ADVISED MET GRIP HAS ASKED THAT THEY MAKE THEIR WAY FROM HACKNEY		
03:40:21	02JUL17	207360	L3095
	^98MD..CANX ANY FURTHER IF NOT ARRIVED. WE WILL CALL IF WE NEED MORE		
03:40:47	02JUL17	097899	L3040
	^843LX REQUIRED AT LOCATION		
03:41:23	02JUL17	097899	L3040
	^843LX LIAISING WITH MD1N		
03:41:35	02JUL17	207360	L3095
	^MD...THAT SHOULD READ ANY UNIT ASSIGNED KEEP COMING. NO NEED FOR		

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INCIDENT No. 1023:02JUL17

Time	Date	Opid	Termid
			OTHER UNITS AT THE MO
03:46:35	02JUL17	207360	L3095
			^90MD..MISSILES ARE NOW BEIN THROWN
03:47:33	02JUL17	057572	03700
			INTEL ENTERED ON CAD -
			DETAILS ONLY AVAILABLE ON SUPERVISOR PRINT
03:48:57	02JUL17	207360	L3095
			^751MD...WE HAVE COME ACROSS A MALE THAT IS HEAVILY INTOXICATED.
			HE IS
			WITH FRIENDS
03:49:06	02JUL17	207360	L3095
			^MD..LAS ALREADY CALLED
03:50:17	02JUL17	207360	L3095
			^5395U...LAS CREW GOING OVER
03:51:03	02JUL17	207360	L3095
			^MD..LAS CREW N336 ON SCENE
03:52:38	02JUL17	207360	L3095
			^MD73..LX12N HAS CONATCTED ME AND SAID THAT THEY HAVE A STABBING
			VICTIM AT KCH. IS IT CONNECTED?
03:55:26	02JUL17	198664	LAM01
			^CCCCI... U411 INSP JOAO BRIEFED WHO WILL DEPLOY AS CADRE TO
			ASSIST
			DUTY OFFICER
04:09:21	02JUL17	194952	06034
			^ RTPC OPS - FROM LSTCC, COULD A CLOSURE BE PUT IN AT THE TOP OF
			NKR
			TO STOP VEHICLES ENTERING NEW KENT ROAD FROM NEWINGTON BUTTS
04:09:40	02JUL17	207360	L3095
			^U411/INSP JOAO...WE HAVE IMPLEMENTED A CORDON TO PREVENT A
			BREACH OF
			THE PEACE ACROSS NEW KENT ROAD, NORTH OF THE JUNCTION WITH
			ELEPHANT
			ROAD
04:14:25	02JUL17	207484	L3037
			^DI/9 ON VEIWIING CROWD DYNAMICS ON CCTV OUR ASSESSMENT THERE IS
			STILL
			AROUND TWO HUNDRED PLUS IN THE STREET CLOSE TO THIS VENUE FOR
			THE INFO
			OF TSG CADRE
04:19:05	02JUL17	207360	L3095
			^MD73...THERE ARE APPROX 50 OFFICERS IN THE VENUE STILL
04:19:28	02JUL17	207360	L3095
			^MD ***SHOULD READ GUESTS INSIDE VENUE*****
04:23:16	02JUL17	207360	L3095
			^U411/INSP JOAO...ONCE THE FINAL GUESTS HAVE LEFT THE VENUE AND
			THE
			DOORS ARE SECURE I WILL BE WITHDRAWING ALL POLICE UNITS FOR THE
			SCENE.
			MD AND OFF BOROUGH UNITS WILL LEAVE FIRST.
			U51 ---> BACK TO BASE.

U41 ---> CONDUCT HVP IN AND AROUND THE AREA

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INCIDENT No. 1023:02JUL17

Time	Date	Opid	Termid

			THE PRESENCE OF POLICE RESOURCES CAN BE INFLAMMATRY
04:33:23	02JUL17	207360	L3095
			^U411/INSP JOAO...ALL UNITS ARE NOW LEAVING THE SCENE. THE CORONET IS CLOSED
04:53:55	02JUL17	204980	L6160
			^DI/9.....MONITORING CEASED, PLS SI THE CAD WITH ANY SIGNIFICANT UPDATES.
07:13:52	02JUL17	083760	L3075
			^230MD THE VICTIM WAS EXTREMELY RUDE AND UNCOOPERATIVE TOWARDS MYSELF.

Previous Actions:

Time	Date	Opid	Termid	ACTION

				SYSTEM(EXTERNAL)
02:06:51	02JUL17	CHS	CCC:CCL	O() 314:SUSPICIOUS CIRCUMSTANCES
"	"	"	"	PI
02:06:58	"	207360	DIV:MD	AK
02:07:31	"	078409	"	AV/MD13N
02:07:35	"	"	"	CI/M1N
02:07:37	"	CHS	CCC:CCL	LOCA(28 NEW KENT ROAD, SE1)(MS)
"	"	"	"	LOCC(28 NEW KENT ROAD, SE1)(MS)
"	"	"	"	LOCI(28 NEW KENT ROAD, SE1)(MS)
"	"	"	"	PI
02:07:38	"	223102	CCC:MDT	MA/DELIVERED TO MIN
02:07:44	"	CHS	CCC:CCL	CR()
"	"	"	"	CT()
"	"	"	"	PI
02:07:46	"	078409	DIV:MD	AK
02:07:49	"	CHS	CCC:CCL	PI
02:07:51	"	207360	DIV:MD	AK
02:07:56	"	CHS	CCC:CCL	PI
02:08:07	"	207360	DIV:MD	AK
02:08:10	"	078409	"	AV/MD3N
02:08:16	"	"	"	CI/MD23N
02:08:18	"	235673	CCC:MDT	MA/DELIVERED TO MD23N
02:09:22	"	223102	"	AV/M1N
02:09:46	"	207360	DIV:MD	AK
02:10:52	"	SYSTEM	SYSTEM	NA/MD23N
02:11:00	"	207360	DIV:MD	SI
02:11:01	"	"	"	AK
02:11:38	"	050406	CCC:IR	LG/(AUTOCM)

CONTINUED ...

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INCIDENT No. 1023:02JUL17

Time	Date	Opid	Termid	ACTION
02:12:00	02JUL17	078409	DIV:MD	TOA/MD13N
02:12:45	"	207360	"	DI
02:12:46	"	"	"	AK
02:13:14	"	078409	"	AV/MD23N
"	"	"	"	TOA/MD23N
02:13:15	"	081435	CCC:IR	LG/(AUTOCM)
02:13:36	"	207360	DIV:MD	SI
02:13:37	"	"	"	AK
02:13:48	"	090334	CCC:IR	TI/CCCCI
02:13:54	"	078409	DIV:MD	CI/R07
02:13:55	"	081435	CCC:IR	CI/P0
02:13:56	"	196174	CCC:MDT	MA/DELIVERED TO R07
02:13:57	"	090334	CCC:IR	TI/CCCSI
02:14:00	"	197794	CCC:MDT	MA/DELIVERED TO P0
02:14:02	"	207360	DIV:MD	PI/LX/PL/WW
02:14:03	"	"	"	AK
02:14:06	"	096640	DIV:LX	AK
02:14:08	"	721739	DIV:PL	AK
02:14:12	"	090892	DIV:WW	AK
02:14:15	"	078409	DIV:MD	SI
"	"	"	"	PI
"	"	"	"	AK
02:14:25	"	090892	DIV:WW	PI/MD
"	"	"	"	AK
02:14:26	"	207360	DIV:MD	AK
02:14:27	"	090892	DIV:WW	PS/CM
02:14:44	"	197794	CCC:MDT	AV/P0
02:14:46	"	050406	CCC:IR	LG
02:14:51	"	081435	"	LG/(AUTOCM)
02:14:53	"	082600	DIV:WW	CM
02:15:08	"	196174	CCC:MDT	AV/R07
02:15:10	"	207360	DIV:MD	AK
02:15:16	"	721739	DIV:PL	AV/PL17N
02:15:23	"	"	"	CI/PL21N
02:15:45	"	207360	DIV:MD	CI/U414
02:15:49	"	721739	DIV:PL	CI/PL801N
02:15:51	"	241650	CCC:MDT	MA/DELIVERED TO PL801N
02:15:53	"	203601	"	MA/DELIVERED TO U414
02:16:03	"	241650	"	AV/PL801N
02:16:05	"	721739	DIV:PL	AK
02:16:14	"	"	"	AK

CONTINUED ...

SUBJECT TO FREEDOM OF INFORMATION ACT AND DATA PROTECTION ACT
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MG 11 (T)

WITNESS STATEMENT

CJ Act 1967, s.9; MC Act 1980, ss.5A(3)(a) and 5B; Criminal Procedure Rules 2005, Rule 27.1

Statement of [redacted] URN: [] [] [] []

Age if under 18 Over 18 (if over 18 insert 'over 18') Occupation: Police Constable

This statement (consisting of: ... **3**..... pages each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated anything in it which I know to be false, or do not believe to be true.

Signature: [redacted] Date: 2nd July 2017.....

Tick if witness evidence is visually recorded (supply witness details on rear)

On Sunday 2nd July 2017 I was on duty in plain clothes when at just after 0200hrs I heard a call come out to a group believed to be fighting outside the Coronet on New Kent Road SE1 (CAD 1023). I heard that units had arrived and they updated via their radios that there appeared to be nothing out of the ordinary going on. I informed the control room that I'd make my way down to the venue and speak to the door staff anyway. I made my way to the location and when I arrived I could see a large crowd numbering several hundred outside the venue. There were some of those present stood in the road blocking one of the lanes of traffic directly outside the Coronet. There was some kind of queue but as I tried to make my way to the front door of the premises I could see that the shutters were down and that various door staff outside the premises were trying to talk to some of those in the 'queue'. The queue went back from the entrance to the club to almost as far up the road as the Elephant and Castle new roundabout. The mood at that time seemed okay with most people stood chatting. Within about five minutes I saw a marked police vehicle pull up on the opposite side of the road and the officers made their way towards the front of the coronet. I went to join them and they explained that further calls to disturbances at the venue had been called through. I then saw the head of security [redacted] and she informed me that they had a large number of people arrive at the same time and that some people had tried to rush through past the searching area immediately inside the doors. That they had closed the shutters as a result, whilst they tried to get the crowd to queue up in an orderly manner. This resulted in a small group of males trying to force the shutters open. They had been unsuccessful but all the while numbers waiting outside to enter began to swell quickly. Whilst the majority of people were waiting some began to try and sneak to the front of the queue. There were barriers outside the venue but they were not sufficient to stop the by then larger group of people. I went into the club via a rear access point off Elephant Road with [redacted] where she checked that the shutters were working. At this point she estimated that there were about 750 people already in the club and that they were causing no problems. The venue holds a capacity of 2600 and they believed the organisers had sold about 2000 tickets. We went back to the front of the club and the security staff were trying to get those waiting outside to

Signature: [redacted] Signature witnessed by:

RESTRICTED (when complete)

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Continuation of Statement of

form an orderly queue. This was not easy as lots of people were milling around and both myself and [redacted] agreed that until those immediately outside the shutters moved they could no open the doors and begin filtering the people into the club. The Duty officer and a team sergeant were also on scene outside the club along with numerous officers and I was informed by the Inspector that an officer was attending with a loud hailer to try and get the crowd to form a queue so that they could get into the club. I was introduced to one of the organisers who later gave his name as [redacted] and he tried with the loud hailer to persuade the people in the crowd to form a queue. He walked up and down the road trying to get the group to queue. They did not respond to any of those attempts and after about 45 minutes, and with more people still arriving [redacted] decided that they could not re-open the doors. The TSG were now on scene also adding to our numbers. The crowd who were largely IC3 males late teens to early twenties in age began pushing and pulling each other about. I would suggest that 70 percent of those in the crowd were male. There were pieces of broken glass in the road and on the pavement and the distinct smell of cannabis was wafting around. The crowd were asked on numerous occasions to leave the area and told that the doors were not re-opening. I saw very few people leave in the next 30 minutes or so. The response team sergeant informed me that the decision had been made that the police officers would be leaving the area and waiting nearby. (The hope was that this would encourage people to leave). Within a minute of those officers leaving I saw numerous youths pushing and people starting to record things on their mobile phones. I requested more units back to the location via my radio and officers appeared almost immediately, it transpired that some people had tried to force open a door just down from the main entrance which is some kind of exit point. At exactly the same time [redacted] told me that some people were trying to access the club by climbing down into it off the Elephant and Castle railway station which the club is directly beneath. The drop would be a good 20-30 feet and I conveyed that information to units on scene. The mood was now turning sour with people complaining of spending up to 25 pounds for a ticket which they'd bought in advance. The decision was now taken to stop the night, turn the sound systems off and vacate the premises of the people inside the club. It was at this time that sporadic fights seemed to start taking place outside the club. People were pushing and fighting amongst themselves. They also began venting their anger at the police. I saw a few skirmishes and at least 3 arrests were made. At about this time the police dogs arrived and were deployed to bark at he crowd trying to get them to disburse but having little effect. People were leaving the club in dribs and drabs and they were clearly agitated at their night being cut short. The club was meant to finish at 0500hrs and by now it was about 0400hrs. By now the entire road was shut off by carriers and police officers. The crowd were occasionally throwing glass items at the police and I assisted officers to put in a cordon by Elephant Road. The TSG then tried to move the crowd back up the road towards the Elephant and Castle roundabout, away from the club. Again things were being thrown at the officers. The dog handlers supported the TSG following them up the road. We then removed our cordon back passed the exit doors and I went back inside the club. There were about 50 people still inside trying to get their coats etc back before leaving. Two CAD's 1557 and 1588 were received at this time reporting

Signature: [redacted] Signature witnessed by:

RESTRICTED (when completed)

Continuation of Statement of [redacted]

to be people at KCH who'd turned up with stab wounds. At this time we are unsure where those incidents had taken place in or around the club but due to the high level of disorder we were witnessing it would not be a surprise if the victims had come from the Coronet, or the 'queue' outside. I liaised with [redacted] and the Inspectors to make sure that the club was emptied as safely and quickly as possible. Once emptied the uniformed officers left and I went through to speak to [redacted] and some of her colleagues. I took details of another organiser by the name of [redacted] whose company Butters Ltd arrange quite a lot of events at the Coronet including tonights. There were about 35 security staff working this event and that number has proved suitable previously. Apparently this event has taken place 4 or 5 times before and no problems occurred previously. I asked [redacted] that should anything inside the venue be discovered that looked like a stabbing could have taken place to make sure it was not disturbed. I established that they are shut until Thursday 6th July when they have some kind of student event on for about 1000 people. The event tonight was called Lit London and [redacted] will be completing an incident log in relation to tonights events. By the time I left the venue at shortly before 0500hrs there were still a few stragglers loitering but the majority of people had left [redacted]

Signature:

[redacted signature]

Signature witnessed by:

Witness contact details

Home address:
 Postcode:
 Home telephone number Work telephone number
 Mobile/pager number Email address:
 Preferred means of contact:
 Male / Female (delete as applicable) Date and place of birth:
 Former name: Ethnicity Code (16+1): Religion/belief:

Dates of witness non-availability

Witness care

- a) Is the witness willing and likely to attend court? Yes / No. If 'No', include reason(s) on MG6.
- b) What can be done to ensure attendance?
- c) Does the witness require a Special Measures Assessment as a vulnerable or intimidated witness?
Yes / No. If 'Yes' submit MG2 with file.
- d) Does the witness have any specific care needs? Yes / No. If 'Yes' what are they? (Disability, healthcare, childcare, transport, , language difficulties, visually impaired, restricted mobility or other concerns?)

Witness Consent (for witness completion)

- a) The criminal justice process and Victim Personal Statement scheme (victims only) has been explained to me Yes No
- b) I have been given the Victim Personal Statement leaflet Yes No
- c) I have been given the leaflet 'Giving a witness statement to police — what happens next?' Yes No
- d) I consent to police having access to my medical record(s) in relation to this matter:
(obtained in accordance with local practice) Yes No N/A
- e) I consent to my medical record in relation to this matter being disclosed to the defence: Yes No N/A
- f) I consent to the statement being disclosed for the purposes of civil proceedings e.g. child care proceedings, CICA Yes No
- g) The information recorded above will be disclosed to the Witness Service so they can offer help and support, unless you ask them not to. Tick this box to decline their services:

Signature of witness: Print name:

Signature of parent/guardian/appropriate adult: Print name:

Address and telephone number if different from above:

Statement taken by (print name): Station:

Time and place statement taken:

Data Protection Act - Dispose Of As Confidential Waste
 PC [REDACTED] 8MD 192581
 CR:3019036/17 CrType:C Notifiable/MPS/Other:N-9 Status:U Press:Y Class:S/Violent Dis GLU:MD
General Information

Screening Decision: FN

Main

IU: MD SOUTHWARK
 Crime Type: C H/O Crime Type: 9
 Allegation (Prefix):
 Allegation:
 Committed on/from Date: SUN 02/07/2017 02:05
 Committed to Date:
 Reported Date: SUN 02/07/2017 02:06
 How Notified: NP Phone Call to Police
 Restricted? By: Date:
 Restriction Reason:

Flags
 MD

Borough

Branch

Service

Area (Historical)

AB Anti Social Behaviour
 PO Public Order Incident

OIC

Is OIC Same As Reporting Officer ?
 Investigating Officer's Rank: [REDACTED]
 Surname: [REDACTED] Initials: PJ
 Warrant Number: 190119 Div/D Number: Usual Relief: 5
 Duty: OA Other duty(Uniform)
 Station/Branch: MDE Southwark East LPA
 Allocated Date/Time: 03/07/2017 08:54
 Allocation Noted? Noted Date/Time:
 BWV Noted? BWV Noted Date/Time:

Previous OIC Details

Usual Relief	Duty	Station Branch	Allocated Date/Time	Noted Date/Time	BWV Noted Date/Time
OTHER	A300002 XX MD MAJOR CRIME	MD	02/07/2017 13:30		

PS 235653 R BLEARS 90MD					
E	AA Borough Uniform	MD	02/07/2017 05:54	02/07/2017 05:54	

OIC Supervisor: INS/188316 [REDACTED]

Press

Suitable for Press? Y
 Restrictions:
 Is this a Specrim? N
 Date/Time:

Data Protection Act - Dispose Of As Confidential Waste

PC [REDACTED] MD 192581

CR:3019036/17 CrType:C Notifiable/MPS/Other:N-9 Status:U Press:Y Class:S/Violent Dis GLU:MD

General Information

Was a Firearm Used? N
 Was other Weapon Used? Y
 Are there Terrorist Implications? N
 Was a Suspect present on Police arrival? N
 No. of Suspects Present:
 Was the Suspect(s) arrested? N
 No. of Suspects Arrested:

Source System References

Source System Name	Source System Reference	Entered Date/Time	Entered By
CAD	001023/01JUL17	02/07/2017 05:52	PS 90MD /235653 R BLEARS

Totals

Total Values:

Stolen £:	Outstanding £:	Damaged £:
Recovered £:		Damaged On Recovery £:

Total:

VIW(s):	0	Property	0	Vehicles(s):	0
Accused:	0	Suspect(s):	0	CAIT Subject(s):	0

Drugs/Fraud

Is this CR for an arrest for possession etc. (not theft) of controlled drugs?
 If Fraudulent Use-Item Used: N

DV/Hate Crime

Is this a Hate Crime/Domestic Incident/Carer Abuse? N

Domestic Incident? Forced Marriage?

Honour Based Violence? Hate Crime?
 Carer Abuse?

Initial Risk Assessment (SPECSS+):

Completed by:

Initial Risk Assessment Management Supervised?
 Completed by:

Current Risk Assessment (SPECSS+):

Completed by:

Form 124D Completed?

Data Protection Act - Dispose Of As Confidential Waste

PC [REDACTED] 288MD 192581

CR:3019036/17 CrType:C Notifiable/MPS/Other:N-9 Status:U Press:Y Class:S/Violent Dis GLU:MD

General Information

Completed by:

Form124D Supervised?

Completed by:

Received by the CSU?

CSU Reference

Completed by:

LGBT Relationship?

Category of Hate Crime

Race?

Faith/Religion/Belief?
Homophobia?

Religion Name:

Transphobia?

Disability?

Targeted because of Vulnerability?

Digital Evidence

Is there Body Worn Video content in this case? N

Audio/Visual Content

#	AV Type	WtNo	Exhibit No	Evidential	Master	Link/66	Content shows
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Data Protection Act - Dispose Of As Confidential Waste

PC: [REDACTED] 288MD 192581

CR:3019036/17 CrType:C Notifiable/MPS/Other:N-9 Status:U Press:Y Class:S/Violent Dis GLU:MD
Venue**Location**

OMPD?

Address:

O/S,The Coronet 28,NEW KENT ROAD,
LONDON,SE1 6TJ

Location Text:

GLU: MD Local Id: MD07 Grid Ref: 532125,178875
Watch Area:**Main**

Location Type(s): FA Street

Is the Venue covered by CCTV or in a CCTV Area? Y

CCTV Options: CE CCTV Not Recovered By Police

Approach:

Entry Method:

Entry Point:

Exit Point:

Security:

Person On Premises?

Other Info:

Internal Transfer

Date/Time	Transferred By	Previous GLU	Previous IU
-----------	----------------	--------------	-------------

Transfer From MPS

Transfer from Met To:-

Service:

Station:

Their Reference:

Received By:-

Rank:

Number:

Surname:

Data Protection Act - Dispose Of As Confidential Waste
PC [REDACTED] 288MD 192581
CR:3019036/17 CrType:C Notifiable/MPS/Other:N-9 Status:U Press:Y Class:S/Violent Dis GLU:MD
Details of Investigation

02/07/2017 05:52

PS 235653 90MD [REDACTED]

Service Flag VR added

02/07/2017 05:56

PS 235653 90MD [REDACTED]

Service Flag AB added

02/07/2017 05:56

PS 235653 90MD [REDACTED]

Service Flag PO added

02/07/2017 05:56

PS 235653 90MD [REDACTED]

Service Flag VR deleted

02/07/2017 06:33

PS 235653 90MD [REDACTED]

PRIMARY INVESTIGATION DETAILS : 1 Immediate action

This is a report of violent disorder that occurred outside of the CORONET, CAD 1023/02JUL17 Refers. The purpose of this report is to record the matter however it is not believed that there is any useable evidence to assist in the prosecution of offenders.

Police were called to the CORONET at 0206 by staff at the location reporting that approx 15-20 males had tried to 'rush' the doors and force their way into the location. Upon police arrival there were approximately 500 people outside of the venue however the front doors to the venue were locked shut by way of a metal roller. Staff stated they had been unable to control the crowd of people trying to gain entry to the venue and had closed the front door to preserve the safety of the patrons already inside.

Data Protection Act - Dispose Of As Confidential Waste

PC [REDACTED] 288MD 192581

CR:3019036/17 CrType:C Notifiable/MPS/Other:N-9 Status:U Press:Y Class:S/Violent Dis GLU:MD

Details of Investigation

The individuals who attempted to gain entry utilised violence against the property and staff with the common purpose of gaining unlawful entry to the premises.

As police arrived there were numerous small scale fight occurring outside the venue and there were obvious tensions in the crowd who were unsure as to what was occurring. Due to the number of people, hostility of the crowd and instances of violence additional resources were requested and several TSG carriers attended the location. When police arrived as a show of strength this initially calmed matters down. At this point it was possible to speak with staff at the location who confirmed there were 800 people inside the venue and they had capacity for everyone waiting to get in if they could form an orderly

Data Protection Act - Dispose Of As Confidential Waste

PC [REDACTED] 288MD 192581

CR:3019036/17 CrType:C Notifiable/MPS/Other:N-9 Status:U Press:Y Class:S/Violent Dis GLU:MD

Details of Investigation

02/07/2017 06:33

PS 235653 90MD [REDACTED]

PRIMARY INVESTIGATION DETAILS : 1 Immediate action queue rather than the large uncontrolled crowd that was currently gathered outside the main door. It was explained to staff that they had the responsibility to manage their queue but that police would remain on scene in order to prevent a breach of the peace.

Staff attempted to persuade the crowd to move back and away from the door however this was unsuccessful and resulted in several crowd surges and a recurrence of small scale disorder in isolated pockets. The decision was then made between police and the venue that they would not let any further persons into the venue. This was communicated to the crowd outside the venue however there was little movement in people.

It appeared that the presence of police at the scene may be unnecessarily antagonising the crowd and as such the decision was made to withdraw from the location to allow the staff to disperse the crowd by informing them the venue was closed. Once this decision was made officers started to return to their vehicles with an intended RVP of WALWORTH ROAD to allow for a quick response if any further instances occurred.

Within minutes of police withdrawing there was a clear crowd surge, and immediate requests of urgent assistance from officers who had barely had chance to leave the location. It transpired that the crowd had attempted to force entry through a side door to the venue and this resulted in a large fight involving numerous parties, several of which had attempted to force door staff out of the way in order to gain entry. As police returned to the area the mood of the crowd altered who then started to aim their anger at police. One

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PC: [REDACTED] 288MD 192581

CR:3019036/17 CrType:C Notifiable/MPS/Other:N-9 Status:U Press:Y Class:S/Violent Dis GLU:MD

Details of Investigation

02/07/2017 06:33

PS 235653 90MD [REDACTED]

PRIMARY INVESTIGATION DETAILS : 1 Immediate action

male was knocked to the floor and as police went to assist a large crowd formed around officers. A crisis report has been created for this GBH and will be linked in additional remarks. Police Dogs had to be used to force the crowd back and at this point missiles were thrown at officers. At this point a TSG CADRE officer was deployed and arrived at the location shortly after.

Staff now confirmed that the venue inside had also been closed and that people would be told to leave via the ELEPHANT ROAD exit. During this period there were further attempts to rush the venue which resulted in police having to secure the exit. There were also elements of the crowd trying to gain entry from other exit points and officers were required to secure these as well.

The decision was made that TSG officers would form a cordon across NEW KENT ROAD and force the crowd towards the elephant and castle to encourage their dispersal. A static cordon remained to the rear of the push to prevent people joining the crowd from NEW KENT ROAD.

As the TSG commenced their push, more bottles were thrown at officers and 2 officers were hit by missiles although no injuries were sustained. TSG officers had to wear full L2 kit to safely commence the push. Once there was a clear space in front of one of the side exits this was opened to allow the safe egress of patrons within the venue. Once the venue was entirely clear and the crowd reduced to circa 200 people, the risk of a breach of the police was removed and police officer withdrew allowing the remaining crowd to disperse.

While violence was used with the common aim of gaining entry

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PC [REDACTED] 288MD 192581

CR:3019036/17 CrType:C Notifiable/MPS/Other:N-9 Status:U Press:Y Class:S/Violent Dis GLU:MD

Details of Investigation

02/07/2017 06:33

PS 235653 90MD [REDACTED]

PRIMARY INVESTIGATION DETAILS : 1 Immediate action
to the venue and latterly was aimed at police it has been impossible to identify individuals involved. Southwark CCTV was covering the incident but due to the number of people involved and the fast moving nature of the crowd CCTV have advised it is not suitable to identify individuals. There is no BWV of individuals who have thrown missiles at police and because the situation was resolved relatively quickly it would be a disproportionate use of police time to progress this matter. Where individual offences have been seen by police these matters have been individually reported and there were some arrests by TSG which have been dealt within isolation as there is no evidence linking them to the violent disorder that occurred. None of the staff at the location wish to substantiate any allegation against them and as such there is currently no victim.

PRIMARY INVESTIGATION DETAILS : 2 Scene

PRIMARY INVESTIGATION DETAILS : 3 Forensics

PRIMARY INVESTIGATION DETAILS : 4 Victims/Witnesses

PRIMARY INVESTIGATION DETAILS : 5 Suspects

PRIMARY INVESTIGATION DETAILS : 6 Other evidence

02/07/2017 07:54

PC 235673 230MD [REDACTED]

Linked CRIS3019044/17 - ABH to male at the scene

02/07/2017 10:01

DS 207027 [REDACTED]

03/07/2017 15:36

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PC [REDACTED] 288MD 192581

CR:3019036/17 CrType:C Notifiable/MPS/Other:N-9 Status:U Press:Y Class:S/Violent Dis GLU:MD

Details of Investigation

DS Review

This is an allegation of violent disorder at the Coronet and believed linked to 3019039/17

The victim of that report presented to KCH with stab wounds and has not engaged with police. He has now been discharged and is believed to have a leg fracture. This male is likely to be implicated as a suspect in this offence and needs to be considered when viewing the CCTV

In terms of this offence the scene was not preserved due to the public order situation

I have tasked DC [REDACTED] to go to the Coronet this morning for the following:-

- Obtain CCTV from the venue
- Obtain details of all staff on duty last night
- Obtain a guest list as this was apparently a private event
- Full intel checks will be

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Details of Investigation

02/07/2017 10:01

DS 207027 [REDACTED]

required on anybody shown to be present and risk assessment conducted

02/07/2017 13:29

PC 227677 [REDACTED]

Screened In

02/07/2017 13:30

PC 227677 [REDACTED]

OIC Changed

02/07/2017 14:30

TDC 230330 512MD [REDACTED]

CCTV - SOUTHWARK COUNCIL

I attended SOUTHWARK CCTV and viewed footage from two cameras:

CAMERA 118 - covering Coronet and New Kent Road side of shopping centre.

Footage between 01:50-04:42 hours viewed. The footage shows a dense crowd of an estimated several thousand queuing on pavement from Coronet up to an and around Elephant and Castle. There is also a queue extending along New Kent Road in the direction of Elephant Road. The queue is so deep it almost covers the whole width of the pavement in parts.

The crowd starts to move forward towards the entrance on NKR. It appears as though people in the crowd are having to move with the crowd to avoid falling over or being crushed. The camera zooms in on groups and parts of the crowd but no offences can be seen. The crowd is so dense that even if someone was assaulted it would be impossible to see or identify individual or individuals involved.

CAMERA 119 - covering Elephant Road

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PC [REDACTED] 288MD 192581

CR:3019036/17 CrType:C Notifiable/MPS/Other:N-9 Status:U Press:Y Class:S/Violent Dis GLU:MD

Details of Investigation

Footage between 03:00-03:34 hours viewed. This does not capture any offences taking place. At 03:26 hours security staff from the club I Love Corsica can be seen to run in the direction of the entrance to the NCP car park and railway station entrance. The camera swings around to cover this area but no victim or suspect(s) are caught on the footage.

At approximately 03:30-03:34 two IC3 males, approximate ages 18-24 and wearing casual clothing can be seen running along Elephant Road. It is unclear what they are running from or

Data Protection Act - Dispose Of As Confidential Waste
PC [REDACTED] 288MD 192581
CR:3019036/17 CrType:C Notifiable/MPS/Other:N-9 Status:U Press:Y Class:S/Violent Dis GLU:MD
Details of Investigation

02/07/2017 14:30

TDC 230330 512MD [REDACTED]

indeed if they are in any way connected to any offences. One is wearing a baseball cap and is speaking on a mobile phone. Both men get into a silver Vauxhall Corsa VRM, [REDACTED] and drive away along the WALWORTH ROAD.

SOUTHWARK CCTV will download footage if requested. All paperwork completed by myself. Footage is stored for 28 days.

I have emailed licensing regarding this matter as the CCTV will be of assistance to them.

CORONET

The Coronet was closed so I was unable to attend.

Other venues in the area with CCTV are: Sainsbury's New Kent Road/Elephant Road, NCP car park and E&C railways station. I have not attended these locations.

03/07/2017 08:54

DS 190119 [REDACTED]

OIC Changed

03/07/2017 08:55

DS 190119 [REDACTED]

Within remit of SCO22 PO Branch to be contacted.

03/07/2017 10:50

PC 192581 288MD [REDACTED]

Seen and noted by MD Licensing. No email has been received from TDC kelly. PC [REDACTED] is attending Council CCTV to obtain footage for Licensing.

Licensing will require any BWV from officers that attended with any disorder or relevant footage in clipped format if possible.

03/07/2017 15:36

Data Protection Act - Dispose Of As Confidential Waste

PC [REDACTED] 288MD 192581

CR:3019036/17 CrType:C Notifiable/MPS/Other:N-9 Status:U Press:Y Class:S/Violent Dis GLU:MD

Details of Investigation

03/07/2017 12:54

PC 228665 259TF [REDACTED]

Classification confirmed

03/07/2017 14:00

DI 220563 [REDACTED]

DI review: Noted above. CCTV enqs are ongoing, however early indications reveal evidential difficulties in pinpointing and recognising individual acts by individual people (no stills for VIIDO, etc). Footage will be seized, viewed and retained pending victims/witnesses coming to light (OIC to complete CAD trawl and consider fliers [anniversary visit is not appropriate given the large-scale disorder]). I note the linked report - 3019039/17 - where a male sustained injuries (not l/t or l/c) and was highly un-cooperative. Licensing are already involved and will consider possible sanctions,

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PC [REDACTED] 288MD 192581

CR:3019036/17 CrType:C Notifiable/MPS/Other:N-9 Status:U Press:Y Class:S/Violent Dis GLU:MD

Details of Investigation

03/07/2017 14:00

DI 220563 [REDACTED]

etc; the prevention of further instances must be the priority and is a reasonable and achievable goal.
Awaits as to how far the investigation can be taken.

Coronet Violent Disorder

Time is out on CCTV starts at 00:50 but time on clock shows 11:11

1111 CCTV starts - people queuing and milling about

1117 CCTV pans across queue. The queue is about 6 to 10 people across and goes all the way back to the Elephant and Castle Tube Station.

1120 2 SIA go to ELEPHANT ROAD

1122 people open barriers and start to jump the queue. SIA do not stop them

1123 Crowd start surging pushing forward SIA loose control and the barriers collapse. Crowd are all over the pavement and out on the road.

11:38 First police units arrive

1145 TSG arrive

1149 SIA withdraw

1158 CCTV pans crowd and police vehicles

CCTV 2

Time on CCTV starts 02:50 ends 04:30 but time on clock shows beginning at 11:09

1109 Pavement over crowded and people out on the road

1128 Police assist door staff and stop people trying to force their way into the club.

1158 Police use vehicle to block road

11:22 Police try to disperse crowd dog units are also used and TSG officers are kitted up due to missiles being thrown at police

APPENDIX C**NOTICE OF DECISION****LICENSING SUB-COMMITTEE – 6 JULY 2017**

LICENSING ACT 2003: SECTION 53A: THE CORONET, 28 OLD KENT ROAD, LONDON SE1 6TJ & THE CORONET, RAILWAY ARCH 3,4 ,5 AND 6, ELEPHANT ROAD, ELEPHANT MEWS, LONDON SE17 1LB

1. Decision

That as interim steps to promote the licensing objectives pending the determination of the review application at the full hearing, to be held on 31 July 2017 the licence be modified and the following conditions be added:

1. That the project X (7 July 2017), Dancehall v Soca (22 July 2017) and PJ Lingere Party (29 July 2017) events be cancelled.
2. That there are no future events promoted by DJ Dean or David Ice.
3. That condition 847 on licence number 850322 be amended to read "There shall be a minimum ratio of one SIA staff member to 50 patrons or such ration as the police may think fit following consultation with them in respect of any specific event".
4. That condition 840 on licence number 850325 be amended to read "There shall be a minimum ratio of one SAI staff member to 50 patrons or such ration as the police may think fit following consultation with them in respect of any specific event".

2. Reasons

This was a hearing to consider if it is appropriate to take interim steps to promote the licensing objectives upon receipt of an application by the Metropolitan Police for an expedited summary review of the premises.

The application is concerned with a serious incident that took place in the early hours of Sunday 2 July 2017 from 02:06. The police attended the premises further to an emergency call requesting assistance as 200 people had rushed the front door. Police units were dispatched and it became clear that a serious public order situation was occurring. Police serials and dog units where requested to deal with a large fight. Missiles were being thrown and fights occurring. The road was blocked and the crowd estimated up to a 1000 spanning round to the Walworth Road.

On police arrival it was estimated that between 750 to 800 people were inside and estimates range from between 500 to 1000 for the number of people outside. The police felt it was clear that the venue was unable to cope with this amount of people entering and carrying out full searches and ID checks. Some people outside claimed that they had been waiting for up to two hours. Whilst police and security staff attempted to regain control, a number of attempts by those queuing were made to enter the venue including via the station and railway lines and other emergency exits. Police cordons had to be put around all entry points and across the road. Police attempted to withdraw from the area but as soon as they did further disorder occurred and there were further attempts to enter the venue.

In addition, on 26 February 2017 at around 03:50, a breach of the door at the venue occurred by a large group of males forcing their way by the security at the entrance the venue. During this a firearm was seen and as such the club was closed and required considerable police resources to manage the risk involved around this.

In addition, on the 13 May 2017 at about 05:30, council CCTV controllers reported a large disturbance outside and on police arrival police reported about 100 people fighting and officers required urgent assistance due to serious disorder.

In November 2015, the premises licence holders were subject of another expedited review relating to violence and breach of security where weapons got inside the venue which was considered a serious breach on security, a male was stabbed, a noxious substance was discharged and a firearm was believed seen. Conditions were placed on the licence in an attempt to prevent further violence and disorder being associated with the venue.

A number of incidents have occurred since, including a number this year. The venue is situated in a difficult position on a major road with limited pavement space outside to establish a safe and controlled queuing system. The amount of people attending DJ lead events and the security controls required at this sort of event appear to be causing the disorder and violence.

In 2017 the police have received at least 15 emergency calls to the 999 system to the venue tagged as violent incidents. The police requested that the licence is suspended until such time as the full earring is determined

The licensing sub-committee heard from both the representative of the premises and also the designated premises supervisor (DPS) who reminded the sub-committee that the hearing was not to carry out a full investigation of the event, but alternatively, to consider immediate interim measures to address immediate problems with the premises, in particular the likelihood of serious crime and/or serious disorder and that such steps are deemed "necessary".

They advised that it was not necessary to suspend the licence, nor was it appropriate and proportionate. Events that were considered a risk (by the premises) and attracted a specific type of person had been cancelled. A schedule of licensable events for July 2017 had been produced, detailing seven events. The premises voluntarily cancelled two events and during the course of the meeting agreed to cancel a third one. The sub-committee heard that the premises and the DPS had an excellent working relationship with the licensing authority and the police and overall, the premises were well run.

The licensing sub-committee having read and heard all the evidence before them were extremely concerned about the level of serious disorder that had taken place. They also had concerns about the extent of police resources that had been taken up, the time it took to control that disorder and finally the lack of resources that had been left available for the rest of the borough if a major incident had occurred.

Given the voluntary agreement to cancel certain events until the full review of the licence on 31 July 2017, this licensing sub-committee have agreed not to suspend the premises licence. However, the premises will be expected to address the control measure for types of events deemed a (medium) risk that they identified at the meeting in addition to the queueing system outside the premises. It was clear from the CCTV evidence from the police that the queueing before the incident started was unsatisfactory. The sub-committee have increased the SIA staff ratio/patron ratio. It is recommended that there is an increase of SIA officers deployed outside when there is a significant queue.

The licensing sub-committee were satisfied that the interim steps set out above were necessary in addition to being appropriate and proportionate in order to promote the licensing objectives.

3. Appeal rights

There is no right of appeal to a Magistrates' Court against the licensing authority's decision at this stage.

The premises licence holder may make representation against any interim steps imposed and a hearing to consider the representation will be held within 48 hours of receipt of the representation. The holder of the premises licence may only make further representations if there has been a material change in circumstances since the authority made its determination

Any representation should be in writing and cannot be received outside of normal office hours.

Issued by the Constitutional Team on behalf of the Director of Law and Democracy

Date: 6 July 2017



REGENCY

SECURITY GROUP LTD

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 www.regencysecurity.co.uk

APPENDIX D

SIGNING IN / RISK ASSESSMENT REGISTER

I HAVE BEEN SHOWN THE VENUE INSTRUCTIONS & RISK ASSESSMENT AND UNDERSTAND FULLY MY DUTY AND RESPONSIBILITIES TOWARDS BOTH VENUE AND CUSTOMERS. I HAVE BEEN SHOWN THE LOCATION OF ALL FIRE EXITS AND FIRST AID STATIONS AND HAVE BEEN MADE AWARE OF THE CAPACITY OF THE VENUE AND THE ASSEMBLY POINT IN CASE OF AN EVACUATION.

SIA LICENSES TO BE WORN AT ALL TIMES.



VENUE NAME & AREA:

WEEK COMMENCING: ^{SAT} 11/7/17 ~~MON~~

MANAGER SIGNATURE:

NAME	INFO	MON	TUES	WEDS	THURS	FRI	SAT	SUN	HRS:
[REDACTED]	START TIME: / FINISH TIME:	/	/	/	/	/	23:30 / 05:00	(5.5)	
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
	START TIME: / FINISH TIME:	/	/	/	/	/	23:45 / 05:00	(5.25)	9
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	240
	START TIME: / FINISH TIME:	/	/	/	/	/	00:00 / 05:00	(5)	4.9
MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N		
START TIME: / FINISH TIME:	/	/	/	/	/	/	00:00 / 05:00	(5)	
MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N		
START TIME: / FINISH TIME:	/	/	/	/	/	/	00:00 / 05:00	(5)	7.4
MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N		

Number of hours worked: Start time & finish time entered.

Mileage Claim: This must be completed by the employee. The employee must only claim mileage reimbursement if he has incurred fuel expenses in a private car, in respect of travel between his home (as stated in the contract) and the client location. Further details are available in the staff handbook. Mileage claims are only reimbursed at rates agreed with the HM Revenue & Customs.

* By Signing the above the employee confirms that he has worked the aforementioned hours and declares that any travel subsistence costs he has claimed have been necessarily incurred in the performance of his duties with the Regency Security at a temporary workplace.

Regency Security Services (UK) Ltd Company No. 7148801 VAT No. 105550154 is part of the Regency Security Group

Employee Declaration: I confirm that I have read and understand the Regency's Expenses Policy in relation to claiming expenses. The expenses I am claiming have been necessarily incurred in the performance of my duties at or travelling to a temporary workplace in order to perform my duties of employment with Regency Security Services (UK) Ltd ("RSS(UK)"). I confirm I am entitled to and hereby claim reimbursement of my expenses in accordance with the policy and my RSS (UK) Contract of Employment.

I understand that failure to comply with my obligations to provide receipts and/or retain receipts or other contemporaneous records may result in my not being able to make further claims and in disciplinary action. In such cases, I am aware that I may also be liable to tax and/or National Insurance Contributions. For further information, please refer to the RSS(UK) staff handbook.

Standard Conditions for the Procurement of Security Services

Definitions

- 1.1 Regency Security Services (UK) Ltd means Regency Security Services (UK) Ltd.
- 1.2 "Client" means the person, firm or company with whom or which Regency Security Services (UK) Ltd contracts.
- 1.3 "The Services" means the security services to be provided or procured by Regency Security Services (UK) Ltd to the Client in accordance with this Agreement.
- 1.4 "The operatives" means any security personnel procured Regency Security Services (UK) Ltd to provide the services.
- 1.5 "Agreement" means the agreement for the procurement of security services entered into by the parties including these Terms.
- 1.6 "Parties" means the client and Regency Security Services (UK) Ltd.

Obligations of Client

- 1.1 In consideration of the procurement and/or provision of the Services at the Locations the Client will pay the Charges.
- 2.2 Any Variations in the Services or Charges shall only be effective if in writing and signed by an authorised representative of Regency Security Services (UK) Ltd and the relevant Location manager on behalf of the Client.
- 2.3 All Charges are stated exclusive of Value Added Tax.
- 2.4 Regency Security Services Ltd will invoice the Client for any Charges payable following the end of each week in which the Services were provided and such invoice shall be payable within 7 days following the date of the invoice. Any query regarding an invoice must be notified in writing to Regency Security Services Ltd within 7 days of the date of the invoice and if not the Client shall not be entitled to and shall waive all rights to challenge the said invoice.
- 2.5 Any invoices which remain unpaid after 7 days from the date of the invoice (unless otherwise agreed by Regency Security Service (UK) Ltd in writing) are subjected to an additional 2.5% compound interest over the base lending rate of Barclays Bank in force from time to time on the balance due per week chargeable on a daily basis.
- 2.6 When a TUPE transfer applies and a net pay system is in place for employees, the venue will be charged the grossed up figure depending on their tax code plus Employees National Insurance and holiday pay along with the agreed Management fee.
- 2.7 The Client warrants and represents to Regency Security Services (UK) Ltd that it will ensure all locations comply with the Health and Safety at Work act Act 1974 and will co-operate with and comply with all reasonable recommendations (including as to signage and/or warnings) of Regency Security Services (UK) Ltd and/or the Operatives and will provide Regency Security Services Ltd with such information and assistance in relation to the location(s) and any events as Regency Security Services Ltd may reasonably require.
- 2.8 The Client agrees to forward to Regency Security Services (UK) Ltd

at least seven days before commencement of the services a copy of the Health and Safety policies in force at each Location and as soon as reasonably practical and in any later than 24 hours after reported incident, accident or injury (preferably by facsimile) copies of any entries relating to such incident, accident or injury made by another person including the Operatives in any incident book provided.

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- 2.10 If the Services are varied further to clause 2.9 above then Regency Security Services (UK) Ltd will adjust the charges accordingly. In the event that such adjusted Charges cannot be agreed within a reasonable period of time and in any event within 7 days of any variation in the Services then Regency Security Services (UK) Ltd shall be entitled to refuse to procure or provide the Services as varied or on statutory or health and safety grounds (at its sole discretion) to terminate the Agreement (subject to clause 5.2) with immediate effect.
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written notice to the other party if the other party commits a material breach of the Agreement which is capable of remedy but fails to rectify the breach within 14 days following receipt of a notice from other party specifying the breach and requiring it to be remedied.

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- 6.2 In recognition and consideration of Regency Security Services (UK) Ltd legitimate business interests, in the event that the Client engages or employs whether directly or indirectly any Regency Security Services (UK) Ltd employee or any Operative who carried out any part of the services at any time during twelve months immediately prior to the date of such engagement or the commencement of such employment an Introduction fee of £2,000 per employee ("the fee") will be payable by the Client to Regency Security Services (UK) Ltd.
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SIA LICENSES TO BE WORN AT ALL TIMES.



VENUE NAME & AREA:

WEEK COMMENCING: MON

MANAGER SIGNATURE:

NAME	INFO	MON	TUES	WEDS	THURS	FRI	SAT	SUN	HRS:
[Redacted]	START TIME:	/	/	/	/	/	10:30pm	6.5	
	FINISH TIME:	/	/	/	/	/	05:00		
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
	START TIME:	/	/	/	/	/	10:30pm	6.5	
FINISH TIME:	/	/	/	/	/	05:00			
MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
START TIME:	/	/	/	/	/	/	10:30	6.5	
FINISH TIME:	/	/	/	/	/	05:00			
MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
START TIME:	/	/	/	/	/	LATE	22:30 23:00	6	
FINISH TIME:	/	/	/	/	/		05:00		
MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
START TIME:	/	/	/	/	/	LATE	22:30 23:00	6	20
FINISH TIME:	/	/	/	/	/		05:00		
MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	Y N	

81 242

Number of hours worked: Start time & finish time entered.

Mileage Claim: This must be completed by the employee. The employee must only claim mileage reimbursement if he has incurred fuel expenses in a private car, in respect of travel between his home (as stated in the contract) and the client location. Further details are available in the staff handbook. Mileage claims are only reimbursed at rates agreed with the HM Revenue & Customs.

* By Signing the above the employee confirms that he has worked the aforementioned hours and declares that any travel subsistence costs he has claimed have been necessarily incurred in the performance of his duties with the Regency Security at a temporary workplace.

Regency Security Services (UK) Ltd Company No. 7148801 VAT No. 105550154 is part of the Regency Security Group

Employee Declaration: I confirm that I have read and understand the Regency's Expenses Policy in relation to claiming expenses. The expenses I am claiming have been necessarily incurred in the performance of my duties at or travelling to a temporary workplace in order to perform my duties of employment with Regency Security Services (UK) Ltd ("RSS(UK)"). I confirm I am entitled to and hereby claim reimbursement of my expenses in accordance with the policy and my RSS (UK) Contract of Employment.

I understand that failure to comply with my obligations to provide receipts and/or retain receipts or other contemporaneous records may result in my not being able to make further claims and in disciplinary action. In such cases, I am aware that I may also be liable to tax and/or National Insurance Contributions. For further information, please refer to the RSS(UK) staff handbook.

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- 1.3 "The Services" means the security services to be provided or procured by Regency Security Services (UK) Ltd to the Client in accordance with this Agreement.
- 1.4 "The operatives" means any security personnel procured Regency Security Services (UK) Ltd to provide the services.
- 1.5 "Agreement" means the agreement for the procurement of security services entered into by the parties including these Terms.
- 1.6 "Parties" means the client and Regency Security Services (UK) Ltd.

Obligations of Client

- 1.1 In consideration of the procurement and/or provision of the Services at the Locations the Client will pay the Charges.
- 2.2 Any Variations in the Services or Charges shall only be effective if in writing and signed by an authorised representative of Regency Security Services (UK) Ltd and the relevant Location manager on behalf of the Client.
- 2.3 All Charges are stated exclusive of Value Added Tax.
- 2.4 Regency Security Services Ltd will invoice the Client for any Charges payable following the end of each week in which the Services were provided and such invoice shall be payable within 7 days following the date of the invoice. Any query regarding an invoice must be notified in writing to Regency Security Services Ltd within 7 days of the date of the invoice and if not the Client shall not be entitled to and shall waive all rights to challenge the said invoice.
- 2.5 Any invoices which remain unpaid after 7 days from the date of the invoice (unless otherwise agreed by Regency Security Services (UK) Ltd in writing) are subjected to an additional 2.5% compound interest over the base lending rate of Barclays Bank in force from time to time on the balance due per week chargeable on a daily basis.
- 2.6 When a TUPE transfer applies and a net pay system is in place for employees, the venue will be charged the grossed up figure depending on their tax code plus Employees National Insurance and holiday pay along with the agreed Management fee.
- 2.7 The Client warrants and represents to Regency Security Services (UK) Ltd that it will ensure all locations comply with the Health and Safety at Work act Act 1974 and will co-operate with and comply with all reasonable recommendations (including as to signage and/or warnings) of Regency Security Services (UK) Ltd and/or the Operatives and will provide Regency Security Services Ltd with such information and assistance in relation to the location(s) and any events as Regency Security Services Ltd may reasonably require.
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VENUE NAME & AREA:

WEEK COMMENCING: MON

MANAGER SIGNATURE:

NAME	INFO	MON	TUES	WEDS	THURS	FRI	SAT	SUN	HRS:
[REDACTED]	START TIME: / FINISH TIME:	/	/	/	/	/	22:30 / 05:00	6.5	5
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
	START TIME: / FINISH TIME:	/	/	/	/	/	22:30 / 05:00	6.5	6
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	83 244
[REDACTED]	START TIME: / FINISH TIME:	/	/	/	/	/	23:30 / 05:00	6.5	
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
	START TIME: / FINISH TIME:	/	/	/	/	/	23:30 / 05:00	6.5	
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
[REDACTED]	START TIME: / FINISH TIME:	/	/	/	/	/	23:30 / 05:00	6.5	35
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	

Number of hours worked: Start time & finish time entered.

Mileage Claim: This must be completed by the employee. The employee must only claim mileage reimbursement if he has incurred fuel expenses in a private car, in respect of travel between his home (as stated in the contract) and the client location. Further details are available in the staff handbook. Mileage claims are only reimbursed at rates agreed with the HM Revenue & Customs.

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VENUE NAME & AREA: *evronet*

WEEK COMMENCING: MON

MANAGER SIGNATURE:

NAME	INFO	MON	TUES	WEDS	THURS	FRI	SAT	SUN	HRS:
	START TIME: / FINISH TIME:	/	/	/	/	/	22:30 / 05:00	6.5	33
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
	START TIME: / FINISH TIME:	/	/	/	/	/	22:30 / 05:00	6.5	85 246
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
	START TIME: / FINISH TIME:	/	/	/	/	/	22:30 / 05:00	6.5	
MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N		
START TIME: / FINISH TIME:	/	/	/	/	/	22:30 / 05:00	6.5		
MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N		
START TIME: / FINISH TIME:	/	/	/	/	/	/	22:30 / 05:00	6.5	
MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N		

Number of hours worked: Start time & finish time entered.

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Regency Security Services (UK) Ltd Company No. 7148801 VAT No. 105550154 is part of the Regency Security Group

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I understand that failure to comply with my obligations to provide receipts and/or retain receipts or other contemporaneous records may result in my not being able to make further claims and in disciplinary action. In such cases, I am aware that I may also be liable to tax and/or National Insurance Contributions. For further information, please refer to the RSS(UK) staff handbook.

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- 1.3 "The Services" means the security services to be provided or procured by Regency Security Services (UK) Ltd to the Client in accordance with this Agreement.
- 1.4 "The operatives" means any security personnel procured Regency Security Services (UK) Ltd to provide the services.
- 1.5 "Agreement" means the agreement for the procurement of security services entered into by the parties including these Terms.
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Obligations of Client

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- 2.2 Any Variations in the Services or Charges shall only be effective if in writing and signed by an authorised representative of Regency Security Services (UK) Ltd and the relevant Location manager on behalf of the Client.
- 2.3 All Charges are stated exclusive of Value Added Tax.
- 2.4 Regency Security Services Ltd will invoice the Client for any Charges payable following the end of each week in which the Services were provided and such invoice shall be payable within 7 days following the date of the invoice. Any query regarding an invoice must be notified in writing to Regency Security Services Ltd within 7 days of the date of the invoice and if not the Client shall not be entitled to and shall waive all rights to challenge the said invoice.
- 2.5 Any invoices which remain unpaid after 7 days from the date of the invoice (unless otherwise agreed by Regency Security Service (UK) Ltd in writing) are subjected to an additional 2.5% compound interest over the base lending rate of Barclays Bank in force from time to time on the balance due per week chargeable on a daily basis.
- 2.6 When a TUPE transfer applies and a net pay system is in place for employees, the venue will be charged the grossed up figure depending on their tax code plus Employees National Insurance and holiday pay along with the agreed Management fee.
- 2.7 The Client warrants and represents to Regency Security Services (UK) Ltd that it will ensure all locations comply with the Health and Safety at Work act Act 1974 and will co-operate with and comply with all reasonable recommendations (including as to signage and/or warnings) of Regency Security Services (UK) Ltd and/or the Operatives and will provide Regency Security Services Ltd with such information and assistance in relation to the location(s) and any events as Regency Security Services Ltd may reasonably require.
- 2.8 The Client agrees to forward to Regency Security Services (UK) Ltd

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- 2.10 If the Services are varied further to clause 2.9 above then Regency Security Services (UK) Ltd will adjust the charges accordingly, In the event that such adjusted Charges cannot be agreed within a reasonable period of time and in any event within 7 days of any variation in the Services then Regency Security Services (UK) Ltd shall be entitled to refuse to procure or provide the Services as varied or on statutory or health and safety grounds (at its sole discretion) to terminate the Agreement (subject to clause 5.2) with immediate effect.
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- 6.2 In recognition and consideration of Regency Security Services (UK) Ltd legitimate business interests, in the event that the Client engages or employs whether directly or indirectly any Regency Security Services (UK) Ltd employee or any Operative who carried out any part of the services at any time during twelve months immediately prior to the date of such engagement or the commencement of such employment an Introduction fee of £2,000 per employee ("the fee") will be payable by the Client to Regency Security Services (UK) Ltd.
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SIGNING IN / RISK ASSESSMENT REGISTER

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SIA LICENSES TO BE WORN AT ALL TIMES.

VENUE NAME & AREA:

WEEK COMMENCING: MON

MANAGER SIGNATURE:

NAME	INFO	MON	TUES	WEDS	THURS	FRI	SAT	SUN	HRS:
[REDACTED]	START TIME: / FINISH TIME:	/	/	/	/	/	22:30 / 05:00	05:00 / 6.5	4.5
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
	START TIME: / FINISH TIME:	/	/	/	/	/	22:30 / 05:00	05:00 / 6.5	
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
	START TIME: / FINISH TIME:	/	/	/	/	/	22:30 / 05:00	05:00 / 6.5	
MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N		
START TIME: / FINISH TIME:	/	/	/	/	/	/	23:30 / 05:00	05:00 / 5.5	
MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N		
START TIME: / FINISH TIME:	/	/	/	/	/	/	22:00 / 05:00	05:00 / 6	
MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N		

87-248

Number of hours worked: Start time & finish time entered.

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WEEK COMMENCING: MON

MANAGER SIGNATURE:

NAME	INFO	MON	TUES	WEDS	THURS	FRI	SAT	SUN	HRS:
[REDACTED]	START TIME: / FINISH TIME:	/	/	/	/	/	22:30 05:00	6.5	18
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
	START TIME: / FINISH TIME:	/	/	/	/	/	22:30 05:00	6.5	89
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	250
	START TIME: / FINISH TIME:	/	/	/	/	/	22:30 05:00	6.5	4
MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N		
START TIME: / FINISH TIME:	/	/	/	/	/	/	22:30 05:00	6.5	1
MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N		
START TIME: / FINISH TIME:	/	/	/	/	/	/	22:30 05:00	6.5	7
MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N		

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SIA LICENSES TO BE WORN AT ALL TIMES.

VENUE NAME & AREA: 1

WEEK COMMENCING: MON

MANAGER SIGNATURE: [Redacted]

NAME	INFO	MON	TUES	WEDS	THURS	FRI	SAT	SUN	HRS:
[Redacted]	START TIME: FINISH TIME:	/	/	/	/	/	02:00 05:00	(3)	
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
SIGN:	START TIME: FINISH TIME:	/	/	/	/	/	22:30 05:00	(6.5)	
SIA NO:	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
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SIA NO:	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
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91 252

Number of hours worked: Start time & finish time entered.

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Regency Security Services (UK) Ltd Company No. 7148801 VAT No. 105550154 is part of the Regency Security Group

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- 2.7 The Client warrants and represents to Regency Security Services (UK) Ltd that it will ensure all locations comply with the Health and Safety at Work act Act 1974 and will co-operate with and comply with all reasonable recommendations (including as to signage and/or warnings) of Regency Security Services (UK) Ltd and/or the Operatives and will provide Regency Security Services Ltd with such information and assistance in relation to the location(s) and any events as Regency Security Services Ltd may reasonably require.
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at least seven days before commencement of the services a copy of the Health and Safety policies in force at each Location and as soon as reasonably practical and in any later than 24 hours after reported incident, accident or injury (preferably by facsimile) copies of any entries relating to such incident, accident or injury made by another person including the Operatives in any incident book provided.

- 2.9 Regency Security Services (UK) Ltd shall be entitled at any time to make any recommendations (whether based upon statutory or health and safety grounds or otherwise) to vary the extent or nature of the Services either on a temporary or permanent basis. Within 24 hours of receipt of such recommendation the Client may either accept such variation or Regency Security Services (UK) Ltd may on statutory or health and safety grounds (at its sole discretion) terminate the Agreement (subject to clause 5.2) with immediate effect.
- 2.10 If the Services are varied further to clause 2.9 above then Regency Security Services (UK) Ltd will adjust the charges accordingly. In the event that such adjusted Charges cannot be agreed within a reasonable period of time and in any event within 7 days of any variation in the Services then Regency Security Services (UK) Ltd shall be entitled to refuse to procure or provide the Services as varied or on statutory or health and safety grounds (at its sole discretion) to terminate the Agreement (subject to clause 5.2) with immediate effect.
- 3.0 In order to assist Regency Security Services (UK) Ltd to maintain the standards in relation to the Services and to avoid potential third party claims the Client agrees to notify and to instruct the location manager(s) to notify to Regency Security Services (UK) Ltd forthwith any incident where any Operative, carrying out the Services, displays or has displayed unnecessarily aggressive behaviour (whether physical or verbal) towards any customer, employee, or visitor to a location.

Uniforms and Equipment

- 3.1 Where the Client has specific requirements as to the Operatives' uniforms or style of clothing and/or equipment the Client agrees to pay additional expenses incurred and/or pay any resulting increase in the Charges.

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- 4.0 Regency Security Services (UK) Ltd shall indemnify the Client against all actions, costs and expenses awarded against or reasonably and properly incurred by the client as a result of any act or omission of Regency Security Services (UK) Ltd, its employees or the Operatives in supplying the Services provided that Regency Security Services (UK) Ltd shall not be liable to the Client for any indirect, special or consequential loss (including loss of profit or goodwill) which arises out of or in connection with the provision of the Services (except in the case of death or personal injury cause by the negligence of Regency Security Services (UK) Ltd or the Operatives); any act, omission, or negligence on the part of the client, its servants or agents; or any failure on the part of the Client, its servants or agents to comply with Regency Security Services (UK) Ltd recommendations made pursuant to the Terms.

Termination

- 5.1 Either Party may terminate the Agreement on giving not less than 3 months notice in writing to the other party or immediately on giving

written notice to the other party if the other party commits a material breach of the Agreement which is capable of remedy but fails to rectify the breach within 14 days following receipt of a notice from other party specifying the breach and requiring it to be remedied.

- 5.2 Termination of the Agreement will be without prejudice to the right of the parties accruing prior to termination and all provisions which expressly or impliedly are intended to survive termination of this Agreement will continue to apply following such termination.
- 5.3 If the Client was to sell the venue in whole or in part and the new operator does not wish to retain the services of Regency Security Services Ltd a minimum of 1 months notice is to be given.

Non-solicitation and confidentiality

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- 6.2 In recognition and consideration of Regency Security Services (UK) Ltd legitimate business interests, in the event that the Client engages or employs whether directly or indirectly any Regency Security Services (UK) Ltd employee or any Operative who carried out any part of the services at any time during twelve months immediately prior to the date of such engagement or the commencement of such employment an Introduction fee of £2,000 per employee ("the fee") will be payable by the Client to Regency Security Services (UK) Ltd.
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VENUE NAME & AREA:

WEEK COMMENCING: MON

MANAGER SIGNATURE:

NAME	INFO	MON	TUES	WEDS	THURS	FRI	SAT	SUN	HRS:
P S S	START TIME: FINISH TIME:	/	/	/	/	/	00:00 05:00	(5)	49
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
	START TIME: FINISH TIME:	/	/	/	/	/	01:00 05:00	(4)	
P S S	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	93 254
	START TIME: FINISH TIME:	/	/	/	/	/	1AM 05:00	(4)	
	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
P S S	START TIME: FINISH TIME:	/	/	/	/	/	/	/	
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	START TIME: FINISH TIME:	/	/	/	/	/	/	/	
P S S	MILEAGE?	Y N	Y N	Y N	Y N	Y N	Y N	Y N	
	START TIME: FINISH TIME:	/	/	/	/	/	/	/	
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APPENDIX E**MEMO: Licensing Unit**

To Licensing Unit **Date** 18 July 2017

Copies

From Jayne Tear **Telephone** 020 7525 0396 **Fax**

Email jayne.tear@southwark.gov.uk

Re: Coronet, 28 New Kent Road, London, SE1 6TJ and Railway Arches 3,4 ,5

Subject and 6, Elephant Road, Elephant Mews, London, SE1 1LB

Application to review the premises licence

I write with regards to the above application to review the premises licence submitted by the Metropolitan Police under the Licensing Act 2003.

The application is concerned with a serious incident that took place Sunday the 2nd July 2017 at 02.06hrs whereby an Emergency call was made from the venue to Police requesting assistance as 200 people had rushed the front door. Police units were dispatched arriving at 02.12hrs it became clear that a serious public order situation was occurring and police serials and dog units where requested and at 02.13hrs officer assistance and a large fight. Specialist Public order officers from the Territorial Support Group (TSG) were called and attended. 24 police units, 4 TSG carriers and a dog unit were assigned to deal with the disorder. It took until 04:33hrs before all police officers could withdraw. It has been described as serious disorder with missiles being thrown and numerous fights occurring. The road was blocked and the crowd estimated up to a thousand spanning round to the Walworth Road. A crime report for Violent disorder has been recorded (30 19036/17).

My representation is concerned with the prevention of crime and disorder, the prevention of public nuisance and public safety.

This is not the first time that this premises has been involved with violent disorder,

'On Sunday the 8th November 2015 at approximately 02:30hrs another violent incident took place and police were called to the venue by the DPS to a fight inside the premises involving 15 people. The venue holds approximately 2600 people over a number of floors. On police arrival it was estimated that between 1800 (Venue est.) and 2400 (Police est) people were inside the venue and approximately another 200 outside. The first officers on scene were informed by staff that a noxious substance had been discharged inside the venue similar to CS or Pepper spray. On investigation it was established that two large groups of males were involved in an altercation in the main room bar area, what started off as pushing and shoving then quickly escalated into a fight. Security at the venue were deployed to separate the two groups and establish what was going on, at this point it is alleged that noxious substance similar to CS or Pepper spray has been discharged, people are shouting that they have been gassed and attempting to cover their faces with clothing etc. A member of security staff describes what he saw as a cloud of smoke which was CS gas'.

As a result of the incident the Metropolitan Police called an expedited review. At the full hearing for this review the licensing sub committee (LSC) imposed more robust conditions upon the licence.

I attach the notice of decision from the review hearing on 2 December 2015 to this representation.

I fully support the Metropolitan Police in this review and I have no faith in the current management to control the premises or to promote the licensing objectives.

Due to the nature of some of the events that take place at the premises, the large accommodation limit and the lack of management control which has resulted in violent incidents of crime and disorder on 2 occasions over the past 2 years it is clear and that lessons have not been learned from the first violent incident which took place on 8th November 2015 in spite of the expedited review that followed and the conditions put upon the premises licence by the LSC on 2 December 2015 therefore I recommend that the premises licence is revoked.

Jayne Tear
Principal Licensing officer
In the capacity of the Licensing Responsible Authority



NOTICE OF DECISION

LICENSING SUB-COMMITTEE – 2 December 2015

LICENSING ACT 2003: THE CORONET, 28 NEW KENT ROAD, LONDON SE1 6TJ AND THE CORONET, RAILWAY ARCHES 3, 4, 5 AND 6, ELEPHANT ROAD, ELEPHANT MEWS, LONDON SE17 1LB.

1. Decision

That the council's licensing sub-committee, having had regard to the application by the Metropolitan Police for a review of the premises granted under the Licensing Act 2003 to Elephant Music Ltd in respect of the premises known as The Coronet, 28 New Kent Road, London SE1 6TJ and The Coronet, Railway Arches 3, 4, 5 and 6, Elephant Road, Elephant Mews, London SE17 1LB and also having had regard to all other relevant representations has decided it necessary for the promotion of the licensing objectives to:

Modify the conditions of the licence by imposing the following additional conditions:

1. That there shall be a minimum ratio of one SIA staff member to 75 patrons or at such ratio as the police may think fit following consultation with them in respect of any specific event.
2. That there shall be no high risk events, as assessed by the SCD9 pro-active licensing police intelligence unit.
3. That any advice provided by Police in relation to medium risk events shall be followed.
4. That a full briefing to SIA staff on security and safety issues and equipment shall be provided prior to all events.
5. That all staff and SIA door staff shall be trained in the premises crowd safety management policy and shall be retrained every three months
6. That crowd safety, means of escape in the event of emergency and security at the venue shall be reviewed every three months
7. That the premises shall notify the police of any unusual or suspicious change in profile of patrons.

8. That all public announcements shall be made by an effective amplification system. All announcements shall be made by a member of management.
9. That an ID scanning system to the reasonable satisfaction of police be installed and maintained. The system should be capable of sharing information about banned customers with other venues, identify the hologram of an ID and read both passports and ID cards, able to identify fake or forged ID documents to a reasonable standard. The system will be in operation at all times whilst the premises are in operation under the premises licence. All persons that enter the premises including all SIA registered door supervisors, patrons, DJs and associated staff will be scanned and have their details recorded on the system. The details shall be stored and made available on request for a period of no less than 31 days.
10. That the ID scanning system will be in operation for all events save for those events where 48 hours notice has been given to the police with no consequent objection. Any security company employed at the venue shall be ACS approved
11. There shall be no dispensation licences permitted for SIA door staff.
12. That signs shall be displayed in the entrance foyer to the premises indicating that the premises operates a zero tolerance to drugs and states "No search, no entry, management reserve the right to refuse entry".
13. That there shall be no entry or re-entry to the premises after 03.00.
14. That the premises shall carry out suitable and sufficient violence at work risk assessments and regularly review the risk assessments for the premises.
15. Condition 799 be amended to read "That SIA door supervisors shall be provided with hand held metal detection units in order to ensure that searches are carried out in respect of all admissions to the premises, whether members of the public, or performers or their assistants. The search arches shall be adopted for all events and all persons and a member of management shall be present to supervise the search procedures at all times.

2 **Reasons for the Decision.**

The reasons for this decision are as follows:

The licensing sub-committee heard from the Metropolitan Police Service representative, the applicant for the review who advised that the police had applied to the licensing authority for a summary review of the premises licence on 10 November 2015. This concerned a serious incident that had taken place on 8 November 2015 when a fight broke out involving approximately 15 patrons, a noxious gas was allegedly discharged and a person was found with a puncture wound and an SIA staff member witnessed a handgun on the premises.

It was accepted that the premises have a good record of compliance and cooperation with the responsible authorities, including voluntarily closing following serious incidents and pre-emptively cancelling events based on police intelligence.

However, the police described the events of 8 November 2015 as a critical incident requiring off borough resources of 20 units and in which the weapons identified by the premises staff (CS gas canister, knife and handgun) together with poor evacuation of patrons justified this application. Whilst there has been a degree of conciliation between the police and the premises the police felt that additional conditions relating to the reduction of capacity and licensable hours would promote the prevention of crime and disorder licensing objective.

The licensing sub-committee heard from the health and safety officer supporting the review who advised that there had been several violent incidents associated with the premises and that the management needed to explain how to address violence in the premises.

The licensing sub-committee heard from other persons supporting the review, namely a local resident representing the Albert Barnes House residents association who described the indirect activity from the premises including the overspill of people in the streets, noise nuisance, parking issues and public urination, which took place particularly over the weekends.

The legal representative and the designated premises supervisor for the premises addressed the sub-committee. The legal representative advised that the premises would only remain open until 5 January 2017 and it was likely that they would surrender the licence at this point. Since the interim steps there have been four events where one event continued until 06.00 and there were in excess of 2000 patrons, which had proceeded without any incident arising.

The issue on 8 November 2015 concerned the particular type of clientele attending the premises and no further events of this type would proceed in the future. The premises advised that they had made a loss of around £300,000 as a result of the interim steps and regardless had approached the police and voluntarily withdrew their "insomnia night" following concerns about fraudulent ticket sales. The number of events and patrons compared against the number of incidents and times referred to by the police could not justify the reduction in capacity and hours as proposed by the police.

The licensing sub-committee recognise the good working relationship, compliance and cooperation that the premises has with all of the responsible authorities. However, the events of 8 November were extremely serious and warranted the police's expedited review. The sub-committee also note the improvements made following the imposition of the interim steps and the sub-committee are confident that the additional conditions imposed will greatly reduce the risk that a similar incident will occur in the future. It is felt that the conditions are appropriate and necessary to address the licensing objectives.

The licensing sub-committee are concerned with the parking issues raised by the local resident and recommend that the premises takes steps to discourage their patrons driving to the premises. Furthermore, the licensing sub-committee would ask that the licensing unit liaise with parking enforcement regarding the issues in the area and explore the possibility of implementing a controlled parking zone.

In reaching this decision the sub-committee had regard to all the relevant considerations and the four licensing objectives and felt that this decision was appropriate and proportionate in order to address the licensing objectives.

3 **Appeal rights**

This decision is open to appeal by either:

- a) The applicant for the review
- b) The premises licence holder
- c) Any other person who made relevant representations in relation to the application

Such appeal must be commenced by notice of appeal given by the appellant to the justices' clerk for the Magistrates Court for the area within the period of 21 days beginning with the day on which the appellant was notified by this licensing authority of the decision.

This decision does not have effect until either:

- a) The end of the period for appealing against this decision
- b) In the event of any notice of appeal being given, until the appeal is disposed of.

The interim steps will remain in place until either:

- a) The end of the period for appealing against this decision; or
- b) In the event of any notice of appeal being given, until the appeal is disposed of.

The premises licence holder may make representation against any interim steps imposed and a hearing to consider the representation will be held within 48 hours of receipt of the representation.

Any representation should be in writing and cannot be received outside of normal office hours.

Issued by the Constitutional Team on behalf of the Director of Law and Democracy

Date: 2 December 2015

APPENDIX F**Heron, Andrew**

From: Regen, Licensing
Sent: 17 July 2017 08:15
To: Mcgeever, Jackie; Franklin, David
Cc: Heron, Andrew
Subject: FW: Coronet Cinema Review of Licence - 31/7/17
Attachments: IMG_3074.JPG; IMG_2535.JPG

From: [REDACTED]
Sent: Sunday, July 16, 2017 3:08 PM
To: Regen, Licensing
Subject: Coronet Cinema Review of Licence - 31/7/17

Dear Sir/Madam,

I am writing with regard to the Metropolitan Police Application to review the Premise Licence of the Coronet Cinema (nightclub).

I am a local resident and have lived in the Elephant & Castle for three and a half years and in Se1 itself for twenty five years. I live [REDACTED] from the Coronet. I am fully in support of the Coronet having a licence review with the hope its Licence will be revoked or amended; this is for a range of reasons. As follows:

(i) Anti social behaviour of the worst kind by patrons of the Coronet on most Friday and Saturday evenings. Behaviour includes playing excessively load 'Gangsta Rap' music from parked cars down Meadow Row and Rockingham Street often with accompanying drug-taking, consuming alcohol and dancing outside cars - a party in essence in a small residential street as is Meadow Row. The said actions take place between 11.00 pm to around 3.00 am, prior to entering the Coronet and again between 5.00 am and 6.30 am when patrons depart the venue.

I and other residents have watched individuals walk in the direction of the Coronet and there is no doubt whatsoever that it is the Coronet venue they are attending.

(ii) Racist and homophobic abuse and general verbal abuse directed at residents in Meadow Row and Rockingham Street on occasions when they have requested the music from cars to be turned down. I personally received racist and verbal abuse from a woman who had parked on the pavement under my window at around 1.00 am playing loud music. I asked if she could turn the music down and was told " If you don't like music you shouldn't be living in Southwark, you white bi*ch." My neighbour was subjected to homophobic abuse.

(iii) Double yellow line parking down Meadow Row and Rockingham Street. Double yellow line parking happens all the time on the Coronet Evenings (see photos). When there isn't any double yellow parking available then the individuals park on the pavement (see photo). It was extremely upsetting a few weeks ago when young men were talking selfies of themselves with double yellow line parked cars and laughing and retorting " Nobody gives a sh*t."

Additional double yellow lines were inserted down Meadow Row but this is of no use at 2 am on a Saturday if there is nobody to enforce the no parking.

(iv) Rubbish including drug paraphenalia and whisky bottles etc is strewn everywhere including in the flower beds of my block of flats. On one occasion posters advertising future gigs where pasted on my block of flats. The perpetrators would have had to enter on to the premises to do this. I had to ask Southwark Council to remove this.

(v) Urinating and defecating in residential gardens along Rockingham street.

(vi) The Coronet often allows late entry into the venue (even though the website says it will not) and this means that all of the above takes place for an extended time period between 11.30 am until after 3.00 am. Residents then have a repeat performance of all of the above between 5.00 am and 6.30 am. (see photo).

Myself and other residents had prepared a review of the Coronet Licence earlier in 2017 but unfortunately due to an administrate error we were unable to submit the application in time.

I would like to say that it is only certain evenings at the Coronet which are weekend evenings and it appears to be when the venue is hosting 'music of black origin' evenings. Most of the time I and other residents are not even aware what is going on most evenings at the Coronet as the evenings pass by uneventfully.

I and other residents have attended numerous meeting between the local police station in Newington Causeway, Council Licence officers, Council Parking Enforcement officers, Councillors and in the early days a representative from the Coronet. Dozens and dozens of complaints have been made by myself and other residents to the police and the Council but all to no avail. The lives of residents of the Rockingham Estate and Meadow Row is been made hell most weekends. I have resorted at times to going away for the weekend rather than endure another weekend of hell. I find myself checking the Coronet's website for details of events in order that I can "prepare' myself or make alternative arrangements for the weekend. I hope you will agree this is no way to live.

Thank you for allowing me to make this submission and I hope to be attendance at the meeting on 31/7/17 and am more than happy to add oral submissions in addition to this submission.

Kind regards

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SMAN H NEWS



BYLINE

NEWS & AD INFO

CORONEET

1500 MW CORO

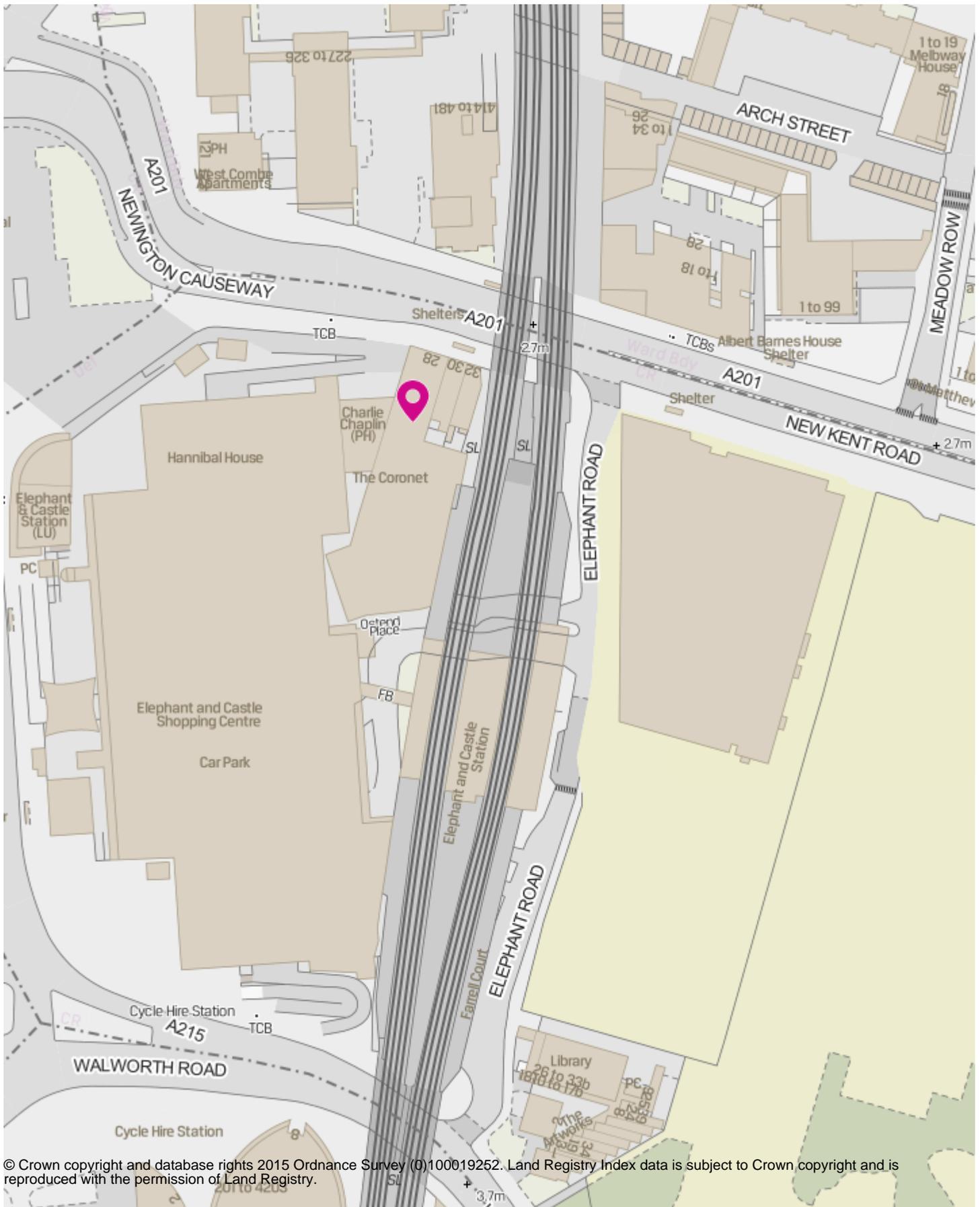
#SAVETHE20CORONET



265104



**ELEPHANT MUSIC LIMITED, CORONET CINEMA, 28,
NEW KENT ROAD, SE1 6TJ**



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