



Liberte

Dancers  
Welfare & Info Pack

# **Liberte Gentlemen's Club Leeds**

## **CONTRACT FOR SERVICES**

### **DANCERS AND PERFORMERS WELFARE** **POLICY**

- Dancers and performers shall be provided with secure and private changing facilities.
- Dancers and performers shall be provided with private toilet/hand washing facilities.
- Dancers and performers can deposit any valuables with the management by way of a sealed/signed envelope, to be kept in a safe upon their arrival at the club and returned at the end of their shift.
- Each new dancer and/performer will be given a full and detailed induction upon their commencement of employment at the club. This will include all club rules, conduct, code of conduct, unit familiarity, fire evacuation procedures and health and safety. This will be documented by way of the company dancer/performers contract.
- Any dancer or performer who expresses a grievance with a fellow dancer or performer or a member of management or staff from the company will have the matter dealt with by way of the company's grievance policy.
- At the conclusion of a shift all performers will be provided with a company nominated taxi or escorted to their own transport by a member of security staff or management.
- All entrances to private areas to which members of the public are not permitted access shall have clear signage stating that access is restricted and/or a coded digital lock.
- Any exterior smoking area for use by performers shall be kept secure and monitored by door staff, dancers must be fully clothed when using this area.
- Private booths must not be fully enclosed. There must be a clear sight line from outside the booth so that the paid performance for sexual entertainment can be directly monitored.
- There must be a minimum of one member of security staff and or management on any floor where performance of sexual entertainment is taking place.

- Risk assessment/fire safety: On your initial arrival into the building you will be shown all the evacuation routes and meeting places. Please familiarise yourself with these procedures. You will also be made aware of the company's risk assessment and will be required to fill in the relevant training log for record keeping.
- Signing in: You must sign in at the beginning of each shift as this is a legal document proving your existence in the building.
- Alcohol consumption: This is at your manager's discretion and will be prohibited if you are/continue to be intoxicated or unable to perform your duty as a dancer in the club. You may ask to leave.

TRL Promotions Limited/Liberte Gentlemen's Club Leeds excludes liability if injury or grievance sustained during a stage performance; whilst in the bar/open areas of the floor; changing rooms; on arriving and leaving the building. Negligence will be found contributory if you enter prohibited areas of the building and do not notify your manager of your whereabouts during the course of your shift.

Failure to provide the required information and failure to agree with your self employed status will prohibit you to occupy space within the Liberte Gentlemen's Club

#### **Dancers Agreement Declaration**

I hereby declare:-

I am a self employed dancer - I am responsible for my own insurance in respect of any injuries sustained/incurred whilst performing.

Dancers Name \_\_\_\_\_

Signed (Dancer) \_\_\_\_\_

Signed (Manager) \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ 2012

# **Liberte Gentlemen's Club Leeds**

## **CONTRACT FOR SERVICES**

This contract for services is made on the \_\_\_\_ / \_\_\_\_ 2012

1. TRL Promotions (trading as Liberte Gentlemen's Club Leeds) ("The Club", and/or "The Company") of; 10 York Place, Leeds. LS1 2DS
2. ("Dancer") of;

### **DANCER**

By signing this contract you are confirming that whilst you are providing dancing services to the club you are doing so as a self employed dancer. You are obliged to:-

- Act in a professional manner and in accordance with the clubs code of conduct at all times.
- Make all reasonable attempts to work to the clubs opening times.
- Observe health and safety regulations regarding working hours and site security.
- Be responsible for the cost of repairs for damage to the property of the club or any third party.
- Pay your own tax and national insurance.
- Pay a floor fee as agreed with the club, for each session services are provided.

You have the right to:-

- Leave the site without permission (although you should notify the club for health and safety reasons).
- End this contract without giving notice.
- Take legal advice before signing the contract and to have a copy of it.

### **CLUB**

The Club intends that this is a working relationship being you are an independent sub-contractor. The club is obliged to:-

- Provide all the equipment used on the club either by employees or sub-contractors as the club takes its health and safety responsibilities serious.
- The club is not obliged to:-
- Offer you any work. They may offer you the opportunity to provide your services but they are not obliged to.
- Pay any substitute or help hired by you to undertake the work.
- The Company has the right to:-
- End this contract without giving notice.
- Take legal advice before signing the contract.

The club does not have the right to:-

- Control the methods you use when you provide your services to the club providing they apply with the terms and conditions of our Licences and code of conduct.
- First call on your services - you are an independent worker. General

By signing this contract you are agreeing to be bound by its terms and you are agreeing that these terms will govern the working relationship between you and the club.

You are also agreeing that the terms of this contract represent the whole contract between you and the club.

The contract is governed by the laws of (England - Laws Scotland or Northern Ireland) as appropriate and is subject to the non-exclusive jurisdiction of the (English - Welsh, Scottish - Northern Irish) Courts.

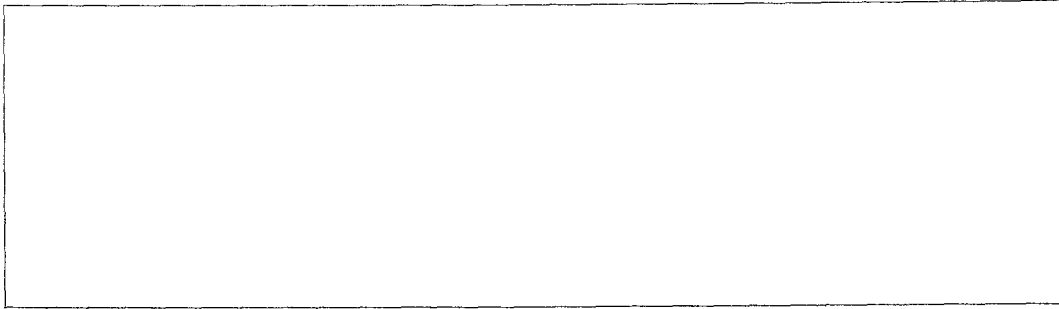
Breach of the clause or clauses in this contract will not void or annul this contract for services as the whole in any circumstances.

Club: TRL Promotions Limited (trading as Liberte Gentlemen's Club Leeds)

Signed (Director/Manager): \_\_\_\_\_

Dancers Name: \_\_\_\_\_

Signed Dancer: \_\_\_\_\_



## **Liberte Gentlemen's Club Leeds DANCERS DISCLAIMER**

I hereby warrant, represent and certify the following:

I have never been arrested and/or convicted for the sale of any illegal drug. I have never been arrested and/or convicted of any charge in relation to acts of prostitution. I understand that violations of law could occur if I were to handle a customer or a customer was to handle me. I agree to refrain from handling customers or allowing them to handle me, and performing in such a manner that would be considered obscene or otherwise illegal or unlawful and I agree to comply with the rules of the club, which have been adopted to ensure compliance with all existing national and local laws. I understand that if these rules are broken it will result in me (the dancer) being excluded from the club.

I agree that I may be searched randomly and my refusal may result in immediate termination of my contract for services and/or my exclusion from the club.

I am 18 years or over, I agree that giving false information on this application will be reason for me being unable to work at the club. I understand that I will not be an agent or an employee of the club and that the company is not responsible for unlawful acts committed by me.

I hereby declare that I have the status of a self employed person, and shall be responsible for all income tax liabilities and national insurance or similar contributions and I hereby indemnify the company in respect of income tax or national insurance or similar contributions. I will provide the company with my accountants details.

I have adequate and appropriate insurance to include a valid public liability certificate, a copy of which shall be available to the company upon request and hereby indemnify the company in respect of any claims.

I understand that the company is unable to accept responsibility for the damage or loss of personal property.

.....  
Dancers Signature

.....  
Dancers Name

# Liberte Gentlemen's Club Leeds

## TAXATION AND INSURANCE

### Declaring your income

As a self employed worker in the UK you are responsible for your own tax and national insurance contributions. You will pay 20% on your earnings if you are registered as self employed with the UK Tax Office, or 30% tax if you are not registered. You are also required by law to file and declare all your earnings. Failure to do so can lead to penalties and fines. By registering yourself as self employed you are able to maximise your legal tax refund and claim back your work related expenses. Therefore you will have to calculate and pay your own tax and national insurance, and possibly your hire your own accountant.

The following agreement confirms you have understood the above statement and have or will be making a vested effort to comply with HM Revenue and Customs.

1. Do you have an accountant - yes/no
2. Are you declaring your income - yes/no
3. If yes to question 1 please give us details of your accountant.

Name: .....

Address: .....

.....

Postcode: .....

Telephone Number: .....

### Insurance

As a self employed dancer your belongings and personal safety are your own concern. TRL Promotions Limited/Liberter Gentlemen's Club Leeds will not be held liable for any injury or damage caused to you/your personal belongings due to your own negligence whilst in the premises. You have a responsibility to be aware of your surroundings to prevent unnecessary damage; and comply with any safety regulations and instructions given to you by your manager whilst on our premises. Such instructions include:-

## **Liberte Gentlemens Club Leeds**

### **Reporting of a Crime**

If you are concerned that a prohibited activity or crime is taking place on the premises, you should always look into it further, providing you are not putting yourself at risk. If this confirms or supports your suspicion, please report the matter to the designated premises supervisor (DPS) or door staff personnel. The DPS can in turn liaise with the police.

If you are concerned for your immediate safety or that of a colleague or the general public you must gain the attention of the DPS or door staff personnel immediately by whatever means necessary and contact the police directly by dialling 999 or via the DPS or door staff personnel



# **Liberte Gentlemen's Club Leeds**

## **AGREEMENT AS TO CONDUCT**

1. The club will be open 30 minutes before the doors are open to the public. Dancers will be expected to be at the club at least 15 minutes prior to the opening and pay their floor fee upon arrival. If dancers are to arrive later than the time agreed they will be charged according to the charges set by the company. Dancers are requested to sign in on arrival and sign out on leaving.
2. Any queries as to appropriate clothing, hair, make up and jewellery should be referred to the club manager.
3. Dancers are asked to arrive and leave the club quietly in respect of our neighbours.
4. Dancers may not give out their telephone number or any contact information to any customer, accept any telephone number or contact information from any customer or otherwise make any arrangement whatsoever to meet a customer outside the premises. The dancer may provide a customer with the days and shifts that they are working at the club.
5. Dancers shall not be intoxicated through drink or drugs on the premises at any time.
6. Dancers should refrain from chewing gum and smoking is only permitted within the designated areas. When smoking in the designated areas dancers should not be in a state of undress.
7. Dance -
  - Each dancer must perform on the stage throughout the night.

### Private Dances -

- All private performances are to be topless or fully nude performances and performed in the booth areas only.

### VIP Dances -

- These will take place in the designated VIP area and charged at a rate set by the club per 15 minutes. There is no limit on how long one customer may stay in the VIP area. Customers may not be charged again for VIP dances unless they agree and that the time paid for has fully elapsed.

8. If a customer attempts to touch or speaks to a dancer inappropriately during a booth performance, the dancer may cease to dance, and explain the club rules to the customer. If necessary the dancer should ask for assistance from security or management.
9. Selling of any form of sexual favours is prohibited and shall result in the immediate termination of the dancer's contract for services with the club.
10. Accepting a customer's offer of payment in return for sexual favours, whether or not the dancer has any intention of carrying them out, will result in the immediate termination of the dancer's contract for services with the club.
11. Lewd and lascivious behaviour is not permitted within any of the club and such conduct will result in immediate termination of the dancer's contract for services within the club.
12. There shall be no intentional physical contact between performers and customers at any time before during or after the performance with the exception of leading the customer by the hand to or from the area permitted for performances.
13. The performer may not simulate any sexual act during a performance.
14. Performers must not use any inappropriate, lewd, suggestive or sexually graphic language in any public or performance areas of the premises.
15. Performers must not touch the breasts or genitalia of another performer at any time or part of the performance.
16. There shall be no use of sex articles (as defined by paragraph 4 (3) of Schedule 3 of the Local Government (Miscellaneous Provisions Act) 1982 at any time).
17. There shall be no nudity by performers in public areas of the premises unless the Council has agreed in writing the area may be used for performances of sexual entertainment.
18. Performers must fully dress (i.e. no nudity) at the end of each performance.
19. Performances of sexual entertainment may only take place in designated areas of the premises as agreed in writing by the Council.
20. There shall be no photography permitted by customers on the premises.
21. Customers must remain seated for the duration of a performance.
22. The club has a zero tolerance policy regarding the illegal use and selling of drugs. Any dancer who is witnessed or known to be under the influence of, or found to sell, or be in possession of an illegal drug will have their contract for services terminated immediately. The dancer will also be escorted from the premises and/or reported to the relevant authorities.

23. Dancers are asked not to have spouses or boyfriends visit the club on any of the nights that the dancer is performing.
24. Dancers are not allowed to visit the premises when they are not working.
25. Dancers are required to sign a disclaimer that they have no previous convictions for sex or drug offences.
26. All dancers will pay the appropriate floor fee upon arrival.
27. All dancers will be provided with a clear purse, which they must carry with them during their shift, for the purpose of keeping their dance chips.
28. Dancers are not allowed to carry cash with them at any time during their shift. All cash including tips must be changed for dancing chips. If a dancer is found to carry cash during their shift, that cash will be removed and be retained by the club.
29. The club accepts no responsibility for the loss, theft or damage of any valuables and or personal belongings of the dancers during their shift. The club will safe keep any valuables at dancers requests in the club safe within a signed and dated envelope. The dancer can recover the envelope containing their valuables at the end of the shift.
30. Dancers are not allowed to bring their own alcoholic drinks for consumption during their shift. If a dancer is found to have brought their own alcoholic drinks they will be fined in accordance with the fines set by the club.
31. Dancers must be dressed and groomed in accordance with the clubs guidance.
32. All dancers are required to be fully aware of the notices and guidelines displayed in the changing room by the club.
33. The club employ extensive use of recorded CCTV which is reviewed on a regular basis.
34. The company require proof that you have the intention of paying your own tax and national insurance. A letter from your accountant or your agreement as specified in the contract will meet this requirement.

35. Failure to comply with the code of conduct will result in the dancers contract being terminated or being fined as follows:-

- Double floor fee if floor fee not paid upon arrival.
- Double floor fee if they miss a pre-booked shift and fail to give enough notice to the management.
- £50.00 for being intoxicated during their shift.
- All cash must be exchanged for chips. If found carrying cash during your shift that cash will be confiscated.
- £20.00 if a dancer refuses to go on stage as requested by the management.
- £20.00 if a dancer wishes to leave any earlier than the completion of their shift.
- A dancer will forfeit all their night's earnings if found deliberately overcharging customers.

#### Code of conduct/dancers agreement

I certify that I have read and understood the codes of conduct pertaining to dancing and occupying space at Liberte Gentlemen's Club Leeds. I agree to comply with the attached code of conduct and realise that breach of the code will result in me not being able to occupy space Liberte Gentlemen's Club Leeds. Acknowledgement and agreed to be abided by.

Dancers Name \_\_\_\_\_

Dancers Signature \_\_\_\_\_



## **Liberte Gentlemens Club Leeds**

### **CODE OF CONDUCT FOR CUSTOMERS**

1. Customers must be seated before a dancer can commence a performance and must remain seated during the performance.
2. There must be no touching of dancers at any time during the dance.
3. No propositioning of the dancers.
4. The customers must not dance at any time.
5. The customer must remain fully clothed during a dance.
6. Any breach of these rules will result in the customer being excluded from the club.

# Liberte Gentlemens Club Leeds

## Fines Policy

As stated in section 35 of the dancers agreement to conduct, the following fines will be imposed if the dancers code of conduct is broken

Double floor fee if floor fee is not paid on arrival

Double floor fee if a shift is missed without giving reasonable notice to the management

£50.00 For being intoxicated during a shift

£20.00 If a dancer refuses to go on stage as requested by the management

£20.00 if a dancer wishes to leave any earlier than the end of there shift

Dancers will forfeit all their nights earnings if found deliberately over charging customers

All fines are applied at the discretion of the management



## **Liberte Gentlemens Club Leeds**

### **HOUSE RULES**

1. The venue operates a strict "touch and go" policy - any customer who touches any of the dancers, will be asked to leave the venue immediately.
2. No under 18's will be permitted entry to the venue.
3. The venue operates a strict "challenge 25" door policy.
4. A private dance consists of a 3 minute dance by a dancer at a cost of £10.00 per dance.
5. VIP room dances are charged at £60.00 for 15 minutes, £125.00 for 30 minutes, £250.00 for 60 minutes.
6. There should be no physical contact between customers and dancers.
7. Customers must remain seated at all times during all private dance performances.
8. Any person who appears to be under the influence of alcohol or drugs will not be admitted to the premises.
9. Random drug searches are carried out during trading hours and customers are required to adhere to these searches.
10. Customers are not permitted to use any photographic, video or mobile phone whilst in the venues.

Thank you - the Management



## Trade Unions

### Equity Trade Union

This is the Pole Dancer's Union and is looking to recruit new members.

**Member Benefits:**

Free Public liability Insurance; free accident cover of £120 a week; Free legal advice and support; contract advice.

**Costs:**

Basic Rate £100 per year.

To find out more call 0207 670 0235 or see link: <http://www.polepassion.com/weekends/equity>

### GMB Adult Entertainment Branch

The GMB trade union, one of the largest in the UK, has a Branch for dancers and those in adult entertainment.

**Member benefits include:**

Representation at work and advice on work-related issues by someone who knows the business and is on your side; advice on issues around self-employment and your rights at work and specialised legal advice on work-related issues; immigration and visa advice; health insurance; tax advice; performers' Third Party liability insurance; protection for you and your family regarding accidents and personal injury.

**Costs:**

£78 per year.

To find out more call 020 7697 1058.

\*\*Please note this information was compiled from the internet and its authenticity should be verified prior to making any payments for membership of a union.