



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.

# 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

### 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

## 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 0238 or see link: <http://www.pole-dancers.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.



## **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 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 customers 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 dancers 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 then 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 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:-

- 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 Gentlemens Club Leeds

## Flyering Policy

Promoters working on behalf of Liberte Gentlemens Club Leeds / TRL Promotions Limited (The Club) must wear a visible "consent to distribute free printed material" badge at all times

Promoters will be smartly dressed while representing The Club and will not badger or harass members of the public

Each flyer will carry the initials of the promoter and this promoter will be responsible for the distribution of there own flyers. This is to ensure flyers are not distributed excessively or in a wasteful manner, minimising the environmental impact

Promoters will be trained to be fully conversant with Leeds City Council guidelines on the consent to freely distribute printed matter on designated land, sections 1 through 6 and appendices 1 through 4

## 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

## 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.

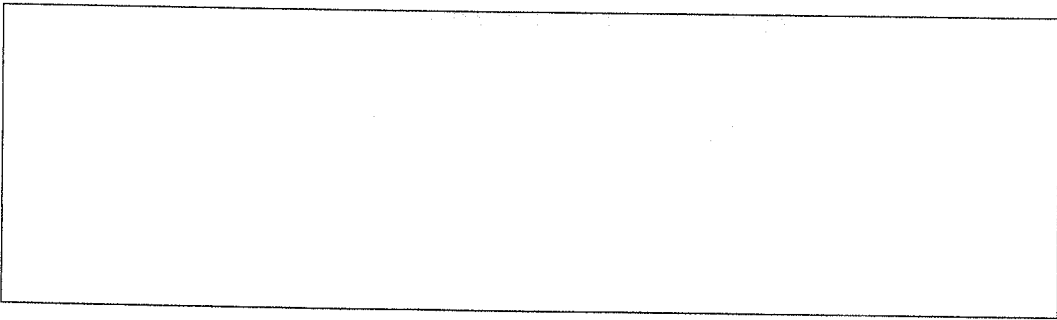
Club: TRL Promotions Limited (trading as Liberte Gentlemen's Club Leeds)

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 Gentlemens Club Leeds

## CHALLENGE 25 POLICY

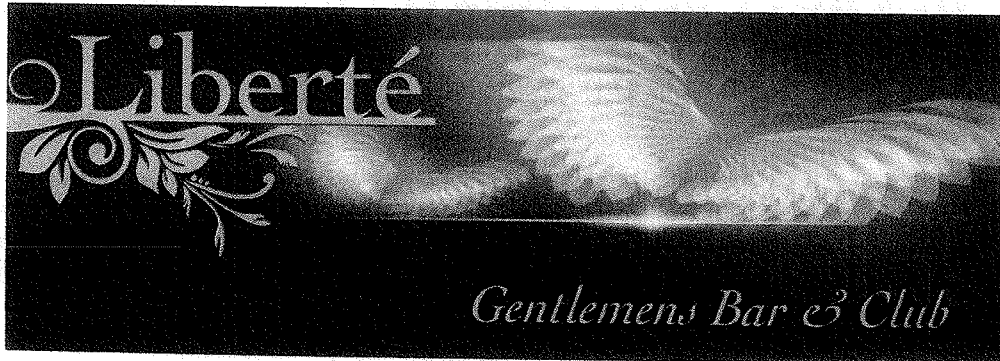
Challenge 25 is a policy adopted by the premises aimed at preventing people under the age of 18 from gaining access to age restricted products, primarily alcohol.

Under the policy, customers attempting to buy age restricted products, are asked to prove their age if, in the staff members opinion, they appear to be under 25, even though the minimum age to buy alcohol in the UK is 18.

There are notices displayed in the reception and at every point of sale explaining the policy to customers.

The policy is to be enforced as follows:-

1. You must look at the person that you are about to serve and decide whether or not they appear under 25 years of age.
2. If they do you must politely ask them to prove their age by providing you with a valid form of identification. The only satisfactory ID that we accept is a UK passport or photo driving licence.
3. Any ID that is provided must be carefully checked to ensure that it relates to the person that you are serving, is valid, has not been tampered with or forged and proves that they are over 18.
4. If everything appears to be satisfactory, return the ID to the customer and continue to serve them.
5. If they cannot provide the required acceptable ID, you must explain the policy and explain that you cannot serve them.
6. If they do not accept your explanation do not enter into an argument. Call for a member of management who will then deal with the situation.
7. All persons refused service must be recorded in the bar refusals log book. This book is kept behind the bar.



## **Liberte Gentlemens Club Leeds**

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

7. Customers must be seated before a dancer can commence a performance and must remain seated during the performance.
8. There must be no touching of dancers at any time during the dance.
9. No propositioning of the dancers.
10. The customers must not dance at any time.
11. The customer must remain fully clothed during a dance.
12. Any breach of these rules will result in the customer being excluded from the club.

# **DPS/DUTY MANAGER (IN DPS ABSENCE)**

## **ROLE AND RESPONSIBILITIES**

The main purpose of the Designated Premises Supervisor is to ensure that there is always one specified individual, among other Personal Licence Holders employed at the venue, to take day to day responsibility for running the premises. This person will therefore occupy a pivotal position and will deal with the responsible authorities for problems associated with the premises licence.

In every licensed premises that is authorised for the sale by retail of alcohol one personal licence holder must be specified as the DPS. The DPS does not have to be present at the licensed premises at all time but they must be easy to contact when not present.

The Government considers it essential that police officers, fire officers and licensing authorities can immediately identify the DPS so that any problems can be dealt with swiftly. The DPS must be easily contactable by any of the responsible authorities. If the DPS is not going to be at the premises, they must leave contact details with their staff.

It is also best practice to notify your staff that you are the DPS of the premises. Should anyone wish to discuss any issues regarding the premises, they should contact you rather than discuss it with your staff as the information may not be forwarded correctly and it may be seen that you are not dealing with matters.

If the Council and Police Licensing team are unable to contact you in a reasonable timescale, it may result in further enforcement action. For example it could be seen that you are in breach of a mandatory condition of your licence and you may face prosecution and/or your premises will be issued with a Closure Notice until proof that the DPS is completing their duties under the Licensing Act 2003.

## **EXISTING DPS**

As DPS you are expected to know all the conditions on your premises licence/SEV and to have made provisions with your staff so that none of these conditions are breached. You are also required to know the hours you are authorised for the licence of activities you have been granted by the Licensing Authority. Should you be found to be operating outside of your licence by way of increase of hours or holding of an activity that you are not licensed to do so may result in legal action being taken against the DPS and Premise Licence Holder (even if you are not on the premises at the time of the offence). A responsible authority or interested party may also call for a review of the premises licence.

If you have any problems at the premises please call the relevant authorities for advice and support. The responsible authorities would rather hear incriminating information given by the DPS then by finding out by other means. It is the Council's policy to work with licensees to assist them with the implementation of the full licensing objectives. It is expected that during an enforcement visit made by any of the responsible authority officers that you will assist in completing their duties and to provide all legal requirements as per the Licensing Act 2003, such as producing the premises licence, showing where a summary is on display, producing your personal licence.

The Council Licensing Enforcement Team will notify you if it is not happy with the way you have handled a situation or if it feels that you are not doing your role satisfactorily. If the

team feels that the situation has not improved, the Council and Police Licensing Enforcement Teams may speak with the Premises Licence Holder and/or the company which you work for.

### **Offences**

#### **Closure Order**

Any person who permits premises to be open in contravention of the Magistrates' Code of Order is liable on conviction to a fine of up to £20,000.00 and/or imprisonment for up to 3 months.

#### **Obstructing the Police or the Council**

Any person who obstructs a police officer or an authorised council officer from entering the licensed premises to investigate whether a licensable activity is being carried on is liable to a fine if convicted. Any person obstructs an authorised council officer from entering premises to inspect them in relation to the grant of a licence, provisional statement, variation or review licence is also liable to a fine if convicted.

#### **Failure to Produce a Licence**

Any person who fails to produce their Personal Licence or Premises Licence (or a certified copy) to a police officer or authorised council officer for examination is liable to a fine if convicted.

#### **Notifying Relevant Persons**

If someone applies for a variation, refusal, a transfer of licence or interim authority and fails to notify the DPS, he or she will be liable to a fine on conviction.

#### **Un-authorised Licensable Activities**

A person commits an offence if they:-

- Carry on or attempt to carry on a licensable activity on or from any premises without authorisation.
- Knowingly allows a licensable activity to be carried on or from any premises without authorisation.

#### **Premises Cover**

Premises that are entirely licensed or relate to breaches of the terms and conditions included in licences and certificates where a person operates licensable activities outside the agreed authorisation set by the Council.

I have read and understand the relevant responsibilities of the DPS and confirm that I am satisfied to be nominated to take up the role as the DPS.

Print Name .....

Signature .....

# **Liberte Gentlemens Club Leeds**

## **DRUG AWARENESS TRAINING GUIDE**

### **COMPANY STATEMENT**

TRL Promotions Limited (trading as Liberte Gentlemens Club Leeds) operates a zero tolerance drugs policy. Anyone found in possession, dealing or under the influence of any illegal substance will be refused entry, ejected from the premises or detained and reported to the police.

#### **AWARENESS**

The signs to look for of both users and dealers are as follows:-

- Signs of drug use.
- Empty sweet wrappings/small bags left in toilets.
- Payment with tightly rolled bank notes.
- Traces of powder on bank notes.
- Drinking straws left in toilets.
- Traces of powder on toilet seats or other surfaces in toilets - or obviously wiped clean surfaces.
- Syringes (danger of infection - do not touch with hands and should be disposed of properly).
- Springs left in the toilet.
- Pieces of burnt tin foil.

#### **SIGNS OF DRUG USE - PHYSICAL SYMPTOMS**

- Very dilated pupils.
- Excessive sniffing/dripping nose/watering of or red eyes.
- Sudden severe cold symptoms following trip to toilet/smoking area/exterior of the premises.
- White mark/traces of powder around nostrils.

### SIGNS OF DRUG USE - BEHAVIOUR

- Excessive giggling/laughing at nothing/none stop talking.
- Unnaturally dopey/vacant staring/sleepy euphoria.
- None stop movement/jiggling about.
- Gagging or retching actions.
- Excessive consumption of soft drinks.
- Sudden inexplicable tearfulness or fright.
- An elevation in aggressive behaviour.
- Any marked alteration following a trip to the toilet/smoking area/exterior of the premises.

### SIGNS OF DEALING

- A person holding court with a succession of visitors who only stay with them for a short time.
- A person making frequent trips to the toilet/smoking area/exterior of the premises followed by different persons/people each time.
- People exchanging small packages or cash, often done in a secretive manner, but may be quite open to avoid suspicion.
- Furtive conspiratorial behaviour - huddling in corners and whispering.
- Conversation includes frequent reference to drugs/slang names.
- Dealers are not identifiable by appearance. They may be very respectable looking.

# Liberte Gentlemens Club Leeds

## DRUGS POLICY

### **Company Statement**

TRL Promotions Limited trading as Liberte Gentlemens Club Leeds operates a zero tolerance drugs policy. Anyone found in possession, dealing or under the influence of any illegal substance will be refused entry, ejected from the premises or detained and reported to the police.

### **Rights of Entry**

Search policy notices clearly displayed on the entrance and in the venue. Anybody suspected to be under the influence of drugs will be refused entry and a record will be kept.

### **Making Notes and Keeping Records**

All staff will be trained to properly keep a record of related drugs incidents. These records will be kept on site for a minimum of 12 months and be available for inspection from Local Authorities.

### **Seizing and Finding Controlled Substances**

If any controlled substances are found during a random or targeted search they must be reported, recorded and put in the drugs safe.

### **Public Safety Issues**

We accept that despite our best endeavours drugs may find their way into the venue. We also recognise that the health risks associated with drug misuse are not limited only to the user. Risk to the non-user, members of the public and the staff are equally relevant.

The safety and comfort of customers and staff cannot be over stressed. Risk assessments for events in our licensed areas will give recommendations for:

- First aid and medical emergencies.
- Prevention of overcrowding and overheating.
- Liaise with the police as appropriate.

### **General - Applies to all Staff**

- The possession use or distribution of drugs for non-medical purposes when on our business, whether on or off the premises is strictly forbidden.
- If you are prescribed drugs by your doctor which may effect your liability to perform your work, you must discuss with your direct line manager.



- Any employee who suspects another employee of drug, substance or alcohol misuse should report this to the manager, area manager or operations director.
- Should anyone suspect that staff/doorstaff are engaged in the distribution of controlled or non-prescribed substances either on or off the premises, head office will be informed who will then investigate and report to the police and cooperate fully with investigations they deem necessary.

### **Drugs on Premises**

A person commits an offence if he being the occupier or concerned to the management of any premises, that person namely permits or suffers any of the following activities to take place on those premises that is to say:

- (a) Producing or attempting to produce controlled drug.
- (b) Supplying or attempting to supply a controlled drug to another or offering to supply a controlled drug to another.
- (c) Preparing opium for smoking.
- (d) Smoking cannabis, cannabis resin or prepared opium.

### **What our Employees need to do**

- If you are concerned that prohibited activity might be taking place on the premises, you should always look into it further. If this confirms or supports your suspicion you will need to report the matter to the Licensees, Premise Licence holder and Designated Premises Supervisor, doorstaff personnel.
- If you are aware of a prohibited activity taking place on the premises you must decide on a course of action. Actions that might be taken, once you have made colleagues aware of your concerns, include instruction to those involved to stop that activity, or other steps including warnings, instructing them to leave the premises, or exclusion for a period of time. Ideally these actions need to be carried out by the Licensees or security personnel who can liaise with the senior management, who in turn can liaise with the police.
- Your obligation under Section 8 is to prevent the prohibited activity. If you fail to make reasonable steps available to you to prevent the prohibited activity then you may be committing an offence.
- Ensure that you keep accurate written notes of drug related incidents and steps that have been taken.

### **Staff Training**

- Training of staff is of a high priority. All staff will be made aware of their responsibilities. All staff that come into contact with customers will know the venue policy in relation to drugs and what to do if a problem arises. All staff will receive training to recognise the presence of drugs and how to deal with the consequences of misuse. All staff will be briefed as part of their induction process, as to whom they should report to in the event of problems. This will include cleaning staff who are most likely to find litter, which may include dangerous items.



## 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



## **Liberte Gentlemens Club Leeds**

### **VIP RULES**

#### **THE VENUE**

**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.**

11. VIP booths are hired out at a cost of £60.00 for 15 minutes, £125.00 for 30 minutes, £250.00 for 60 minutes.
12. There shall be no physical contact between customers and dancers.
13. Customers must remain seated at all times during all private dance performances.
14. Customers are not permitted to use any photographic, video or mobile phone whilst in the VIP booths.
15. Please note that for our customers and dancers safety the booth area is covered and monitored by CCTV. In addition members of management and SIA doormen patrol this area.

# Liberte Gentlemen's Club Leeds

## AGREEMENT AS TO CONDUCT

36. 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 then 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.
37. Any queries as to appropriate clothing, hair, make up and jewellery should be referred to the club manager.
38. Dancers are asked to arrive and leave the club quietly in respect of our neighbours.
39. Dancers may not give out their telephone number or any contact information to any customer, accept any telephone number of 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.
40. Dancers shall not be intoxicated through drink or drugs on the premises at any time.
41. 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.
42. 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.
43. 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.
44. 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.

45. 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.
46. 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.
47. 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.
48. The performer may not simulate any sexual act during a performance.
49. Performers must not use any inappropriate, lewd, suggestive or sexually graphic language in any public or performance areas of the premises.
50. Performers must not touch the breasts or genitalia of another performer at any time or part of the performance.
51. 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).
52. 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.
53. Performers must fully dress (i.e. no nudity) at the end of each performance.
54. Performances of sexual entertainment may only take place in designated areas of the premises as agreed in writing by the Council.
55. There shall be no photography permitted by customers on the premises.
56. Customers must remain seated for the duration of a performance.
57. 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.
58. Dancers are asked not to have spouses or boyfriends visit the club on any of the nights that the dancer is performing.
59. Dancers are not allowed to visit the premises when they are not working.
60. Dancers are required to sign a disclaimer that they have no previous convictions for sex or drug offences.
61. All dancers will pay the appropriate floor fee upon arrival.
62. 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.

63. 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.
64. 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.
65. 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.
66. Dancers must be dressed and groomed in accordance with the clubs guidance.
67. All dancers are required to be fully aware of the notices and guidelines displayed in the changing room by the club.
68. The club employ extensive use of recorded CCTV which is reviewed on a regular basis.
69. 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.
70. 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 then 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 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.

4. Do you have an accountant - yes/no
5. Are you declaring your income - yes/no
6. 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:-

- 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 Gentlemens Club Leeds

### CUSTOMER DISPERSAL AND SMOKING POLICY

- Clear and legible notices should be displayed at exist and other circulatory areas requesting patrons to leave the premises having regards to the needs of local residents.
- The activity of persons leaving the premises should be monitored and they should be reminded by door staff to leave quietly where necessary.
- Door staff shall take reasonable steps to prevent the removal of glasses and bottles from the premises.
- A nominated taxi company will be recommended to patrons leaving the premises and taxi's called as required on behalf of customers. Customers will be encouraged to wait within the reception area of the premises until the taxi arrives.
- The smoking area at the front of the building is a clearly defined area and is subject to being monitored by a member of staff and the CCTV system. Notices will be placed requesting patrons that no nuisance noise arises from the smoking area. Patrons will be advised that if they ignore the warning they may not be readmitted.

## Sex Establishment Licence

### Terms and conditions attached to a licence



These are the terms and conditions that are attached to the following Sexual Entertainment Venue licence.

**Licence number:** SX/SEV/00013/12/01  
**Issued Date:** 15th June 2012  
**Expiry Date:** 30th September 2013  
**Premises:** Liberte, 10 York Place, Leeds, LS1 2DS

1. Unless stated otherwise, the licence hereby granted will operate for one year from the date on the licence, after which it will cease to be in effect unless an application for renewal is submitted in the manner prescribed by the council.
2. The licence may be revoked by the council if at any time the holder is convicted of an offence of using the licensed premises, or other premises for which a similar licence has been granted, other than in accordance with the terms, conditions or restrictions of the licence or is convicted of any offence under any enactment defined in paragraph 1 of Schedule 4 to the Local Government (Miscellaneous Provisions) Act 1982 as amended.
3. The licensee will provide (subject to the satisfaction of both the police and the licensing authority), a code of practice for entertainers and code of conduct for customers, and these must be made available upon request to both the police and authorised officers.
4. All rules (code of practice for entertainers, code of conduct for customers, dispersal policies etc) to be prominently displayed on the premises.
5. Price lists will be clearly displayed at each table and at each entrance to the premises.
6. All rules and price lists as described in conditions 4 and 5 must be printed in a manner which is clear and easy to read during the normal operation of the premises.
7. Suitable and sufficient training is to be provided to all staff including the responsible person as described in condition 27. The training of all staff is to be recorded and the training record must be made available upon request to both the police and authorised officers.
8. The name of the premises must be approved by the council in writing. Any change to the name of the premises must be approved by the council in writing.
9. The licence, or a clear copy, will be prominently displayed at all times so as to be readily and easily seen by all persons using the premises, the police, the fire authority and authorised officers of the council. A copy of the conditions attached to the licence will be

kept on the premises and be available for inspection by an authorised officer of the council, or the police or fire authority.

10. The premises will only be open to the public during the following hours:

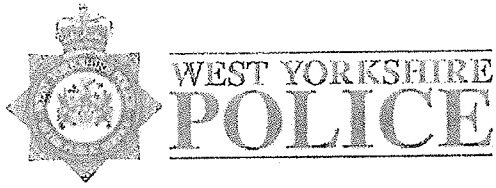
Sunday to Thursday	22:00 - 04:00
Friday & Saturday	22:00 - 05:00
11. Entertainers will only perform on the stage area, or in booths/areas for VIPs as identified on the plan attached to the licence.
12. Relevant entertainment will only be performed by the entertainer. There must be no audience participation.
13. There must be no physical contact between entertainers.
14. Customers will not touch the breasts or genital area of entertainers. Entertainers will not directly or indirectly touch the breasts or genital area of customers.
15. Any performance will be restricted to dancing and the removal of clothes. There will not be any other form of sexual activity or stimulation which, for the avoidance of doubt, includes kissing.
16. Sex toys must not be used and penetration of the genital area by any means must not take place.
17. Customers will not be permitted to throw money at the entertainers.
18. There will be a notice displayed inside each entrance or doorway to the premises, clearly visible on entering the premises, which states the following:

**Strictly No Admittance to Persons Under 18 Years of Age**  
These premises operate a Challenge 25 policy.  
Persons under the age of 25 will be required to show proof of age.
19. The external appearance of the premises must be approved by the council in writing.
20. Any change to the external appearance must be approved by the council. The operator must advise of any change in writing including a drawing of the existing and proposed street elevation. This must be approved by the council before work is undertaken.
21. Access to the licensed area of the premises should be through a lobby area which is constructed in such a way that the inside of the licensed premises where relevant entertainment takes place is not visible to passing members of the public when the doors of the premises are opened.
22. Signage will only be illuminated between 10pm and 6am, and movable signs placed outside the premises will be removed between 6am and 10pm.

23. Any written, visual or auditory advertisement material, posters, signage or window display must not be of a sexually explicit or suggestive nature, will not contain images or text of a sexually explicit, obscene or offensive nature and must be approved by the council in writing.
24. Leafleting/distribution of flyers will only be permitted in such a way where it does not cause public offence. This is regulated by the paid permit system authorising distribution of free printed material issued by Leeds City Council. The licensee will remove any leaflets from the Highways within a 100 metre radius of the distribution point by 6am in addition to the area surrounding the premises. The licensee will have a flyer distribution policy to be approved by the Council.
25. No access will be permitted through the premises to any other adjoining or adjacent premises except in the case of an emergency.
26. No alterations (including temporary alterations) will be made to the structure and installations on the premises, without the prior written consent of the council. This condition will not require notice to be given in respect of routine maintenance works. Where there is any doubt the licensee should seek advice from the council.
27. The licensee, or a responsible person nominated by him/her in writing for the purpose of managing the venue ("the manager") will have personal responsibility for and be present on the premises whilst relevant entertainment is being performed. Any such nomination will be produced on demand to an authorised officer of the council or the police.
28. The licensee will ensure that any person nominated by him/her under the above:
  - a) has been provided with a copy of the conditions relating to the premises and is fully conversant with them; and
  - b) is in possession of a written nomination referred to above at all times when they are in charge of and present on the premises.
29. The name of the person responsible for the management of the premises, whether the licensee or manager, will be displayed in a conspicuous position within the premises throughout the period during which he/she is responsible for the conduct of the premises.
30. Where the licensee is a body corporate, or an incorporated body, any change of director, company secretary or other person responsible for the management of the body will be notified in writing to the council within 14 days of such a change. Such details as the council may require in respect of the change in personnel will be furnished within 14 days of a request in writing from the council.
31. Where the licensee, director, company secretary, or responsible person nominated for the purpose of managing the venue ('the manager'), is convicted of an offence, they must, as soon as practicable after the conviction, inform the council of the conviction giving details of the nature and date of the conviction, and any sentence imposed.
32. The licensee will retain control over all parts of the premises and will not let, licence or part with possession of any part of the premises. The council must be notified immediately in the event that any part of the premises is affected by the termination of a lease or other event affecting the licensee's control of the premises.

33. The licensee will ensure that the public is not admitted to any part or parts of the premises that has not been approved by the council.
34. No persons under the age of 18 will be admitted to the premises.
35. The licensee will operate a Challenge 25 age verification policy. People under the age of 25 will be required to show proof of ID. A notice to this effect, in accordance with condition 18 will be displayed on the premises.
36. The licence holder will not employ any person under the age of 18 in any capacity.
37. A suitable CCTV system will be operational on the premises at all times when licensed activities are being carried out. The system will cover all public areas including booths and corridors but not including staff changing rooms or toilets. The system will conform to West Yorkshire Police guidelines (as attached to the licence) in respect of business related CCTV equipment. It will be adequately maintained and be capable of transporting recorded material onto removable media.
38. The siting of the CCTV system will be agreed with West Yorkshire Police prior to installation and will comply with that agreement at all times. Changes to the siting and standard of CCTV systems may only be made with the written consent of West Yorkshire Police.
39. CCTV security footage will be made secure and retained for a minimum period of 31 days time to the satisfaction of West Yorkshire Police. CCTV footage will be supplied to the police and authorised officers of the Council on request.
40. At all times that the premises are open to the public there will be a member of staff on duty who is conversant with operating the CCTV system and who is able to download immediately any footage requested by the police or an officer from the licensing authority or authorised agent.
41. Suitable numbers of Security Industry Authority registered door staff (numbers to be subject to police and licensing authority approval) will be present on the premises during the performance of relevant entertainment.
42. Entertainers will be aged no less than 18 years.
43. All premises that provide relevant entertainment will be expected to provide new entertainers with a pack of information. This pack will include a copy of the Sex Establishment Licence, including the conditions applied by the Licensing Committee, and the following:
  - a) Details of any other conditions applied by management of the premises
  - b) Details of how to report crime to the relevant authority
  - c) Details of insurance (public liability/personal)
  - d) Details of unions, trade organisations or other bodies that represent the interests of dancers/entertainers
  - e) A copy of the code of practice for entertainers
  - f) A copy of the code of conduct for customers

- g) Fining policy
  - h) Pricing policy
44. The information provided in the pack will be provided in the dressing rooms.
  45. All booths/areas for VIPs used for private dances must be visible to supervision and must not have closing doors or curtains that prevent performances from being observed.
  46. All booths/areas for VIPs used for private dances must be directly supervised by either a SIA registered door supervisor, or a member of staff who has direct contact with SIA registered door supervisors working on the premises at all times the booths/areas are in use. Direct supervision does not include remote supervision by CCTV.
  47. Entertainers will only be present in the licensed area in a state of nudity when they are performing on stage or providing a private dance.
  48. Any person on the premises who can be observed from outside the premises will be properly and decently dressed.
  49. The licensee will ensure entertainers have secure dressing rooms, facilities to secure valuables and proper sanitation facilities available to them.
  50. The management will maintain a register which details any fines imposed on entertainers which will include the date, type of misdemeanour and amount fined.
  51. Vehicles must not be used for personal solicitation, touting or advertising and only licensed hackney carriage and private hire vehicles may be used to transport customers to and from the premises.
  52. The council may, at the time of grant or renewal of the licence, waive, modify or vary these conditions or impose additional conditions as appropriate.
  53. The licensee may apply to the council to vary any of the terms of the licence.
  54. Applications to vary conditions of the licence must be advertised by the licensee in the same manner as the application for the issue, renewal or transfer of the licence.
  55. The basement level staff smoking area will be shielded from view of the public by use of a canopy. No unsupervised contact to take place between dancers and customers when on smoking breaks.
  56. Panic alarms are to be fitted to all booths and VIP performance areas.



WEST YORKSHIRE POLICE  
CCTV REQUIREMENTS FOR  
LICENSED PREMISES  
Nov 2010

This document offers CCTV guidance to licensees on the requirements of West Yorkshire Police. For CCTV recordings to be effective in detecting crime they must be fit for purpose and easily accessible by police investigators. For digital CCTV there are four main areas that must be considered.

- QUALITY** Are the pictures good enough?  
**STORAGE** Are the pictures stored appropriately?  
**EXPORT** Can the pictures be easily exported from the system?  
**PLAYBACK** Can the pictures be easily viewed by authorised third parties?

By ensuring that your CCTV system is capable of meeting a few simple requirements, the potential evidential value of the pictures can be greatly increased and the time taken by the police to access and process them greatly reduced. Supporting notes are provided on the reverse of this sheet to clarify the requirements.

**QUALITY**  
**WHAT RESOLUTION?**  
**WHAT COMPRESSION?**  
**HOW MANY PICTURES PER SECOND?**

1. Recorded pictures, (not the live screen), will be viewed to assess the system performance.
2. The system clock is to be set correctly and maintained (taking into account GMT and BST)
3. Picture quality must not be reduced to fit the available storage capacity of the system.
4. Regular maintenance is to be conducted on all aspects of the system.

**STORAGE**  
**WHAT SHOULD I KEEP?**  
**HOW SHOULD I KEEP IT?**

1. The system should be operated and recorded pictures retained in a secure environment.
2. Electronic access controls, such as passwords or encryption, should not prevent authorised access to the system or recordings.
3. The system should have sufficient storage capacity for 28 days good quality pictures.
4. The system should be capable of securing relevant pictures for review or export at a later date.

**EXPORT**  
**HOW MUCH VIDEO SHOULD THE SYSTEM EXPORT AND IN WHAT FORMAT?**

1. A system operator must be available at all times who is able to replay and export recordings.
2. A simple system operator's manual should be available locally to assist with replay and export.
3. The operator should know the retention period of the system and export time for various amounts of data.
4. The system must be able to export video and stills to a removable medium (CD/DVD), with time and date integral to the relevant footage.
5. Export must include any software needed to view or replay the pictures.
6. The system must have an export method proportionate to the storage capacity.
7. Pictures should be exported in the native file format at the same quality that they were stored on the system.

**PLAYBACK**  
**CAN THE PICTURES BE EASILY VIEWED?**

1. The playback software should: have variable speed control including frame by frame, forward and reverse viewing;
2. Display single and multiple cameras and maintain aspect ratio i.e. the same relative height and width;
3. Display a single camera at full resolution;
4. Permit the recording from each camera to be searched by time and date;
5. The time and date associated with each picture should be legible.
6. Once exported to removable media it should be possible to replay the files immediately.

**QUALITY - are the pictures good enough?**

Before installing a CCTV system you should have a clear idea of what is required of the system and how it should perform. This should include exactly what you want to see and where, e.g. recognise the face of someone walking through a doorway, read a vehicle registration number or record a particular type of activity, such as walking across a room, exchange of money or an assault. More detailed guidance on how to do this can be found in PSDB publication 17/94 CCTV Operational Requirements Manual. This is available free from the Home Office website.

[http://www.homeoffice.gov.uk/docs/or\\_manual.pdf](http://www.homeoffice.gov.uk/docs/or_manual.pdf)

The appropriate resolution, level of compression and number of pictures per second will be determined by what is required to be seen in the recording. If it can't be seen it then it's not fit for purpose. It should not be expected that enhancement features, such as zoom controls, will provide extra detail.

A good way to ensure that the system is capable of achieving the requirement is to do a subjective test. Set-up a camera and get a volunteer to walk through the door or park a car in the place of interest and record the pictures. This should be done under the conditions that the system is intended to be used – performance of the system may be different when there are a number of cameras being recorded.

1. The quality of the recorded or printed pictures will differ from the live display.
2. Time and date information is often critical to an investigation. If it is incorrect this can drain police time and resources. And therefore must be correct taking into account GMT and British summer time.
3. The quality of the pictures should not be compromised to allow more to be squeezed onto the system. There is some scope however for using a sliding scale of image quality based on time since recording. For example, high quality high frame rate video for the first 24 hours with gradually increasing compression or decreasing frame rate after this, but retaining useful images up to 28 days. This would be dependent on the nature of the installation and the type of recordings being made. Guidance should be sought from your local police force.
4. To ensure continued quality of recording it is essential that regular maintenance of all aspects of the system be conducted -especially camera focus, cleaning of lenses, housings, etc.

**STORAGE - are the pictures stored appropriately?**

1. Access to the system and recorded images should be controlled to prevent tampering or unauthorised viewing. A record should be kept of who has accessed the system and when. Further information on this can be found in the BSI document 'Code of Practice for Legal Admissibility of Information Stored Electronically' (BIP0008) or from your local Crime Prevention Officer.
2. Electronic protection methods that require proprietary software or hardware will hinder an investigation if they

prevent the pictures from being provided to authorised third parties, e.g. police and CPS. Physical methods of access control, e.g. system in a locked room, are just as effective if documented appropriately.

3. It is important that recordings cover a sufficiently long period to assist in investigations. Retention beyond 28 days may be useful in some circumstances, but should not affect the quality of the more recent recordings.

4. It should be possible to protect specific pictures or sequences, identified as relevant to an investigation, to prevent overwriting before an investigator can view or extract them.

**EXPORT - can the pictures be easily exported from the system?**

1. and 2. It is unlikely that the investigator will be familiar with the operation of your system. To facilitate replay and export a trained operator and simple user guide is be available locally at all times.

3. and 4. Export of medium and large volumes of data can take a substantial period of time. The operator should know the retention period of the system and approximate times to export short (e.g. 15 minutes), medium (e.g. 24 hours), and large (up to all of the system) amounts of data.

5. If the software needed to replay the pictures is not included at export, viewing by authorised third-parties can be hindered.

Export of a system event log or audit trail, and any system settings with the pictures will assist with establishing the integrity of the pictures and system.

6. The amount of video that an investigator will need to export will be dependent on the nature of the investigation. For example a robbery may only require a few stills or a short sequence; however a more serious incident such as a murder or terrorist related enquiry may require anything up to all the video contained on the system to be exported. It is essential that the system is capable of doing this to CD/DVD. An ideal solution for medium-to-large downloads, would be for the system to have the facility to export to a 'plug-and play' hard drive. Export and recording should be possible at the same time without affecting the performance of the system.

7. The system should not apply any compression to the picture when it is exported from the system as this can reduce the usefulness of the content. Also, the picture should not undergo any format conversion that affects the content or picture quality.

**PLAYBACK - can the pictures be easily viewed by authorised third parties?**

1-5. The replay software must allow the investigator to search the pictures effectively and see all the information contained in the picture and associated with it.

7. It should be possible to replay exported files immediately e.g. no re-indexing of files or verification checks.