

## CORPORATE SOCIAL RESPONSIBILITY

Every customer service interaction has a beginning, middle and end.

In the beginning, the operative should endeavour to:

- Make a good impression
- Show he/she is ready to assist
- Show he/she is willing to help

In the middle part of the interaction enables the operative to:

- Find out what the customers problem is
- Get all the information he/she may need

In the end the operative should bring the situation to a satisfactory conclusion. And leave the customer with a good impression of

- Him/herself
- His/her company
- The site/venue that they are working for

Remember we have a duty of care not only for ourselves but also for every person either entering or leaving the premises.

We must also observe and respect the local residents this can be achieved by informing customers leaving the venue to please be quiet, take time out to explain that some people may be in bed also this gives you the opportunity to explain the policy of social awareness in the community that National Security Network wish to contribute. Ask how they found National Security Network operatives. The word to use when explaining social responsibility to any person is EMPATHY.

### WHO ARE YOUR CUSTOMERS

#### INTERNAL

- Your employer
- Your colleagues
- Your contractual employer
- Your contractual employers employees

## **EXTERNAL**

- Visitors
- Delivery personal
- Police/emergency services
- Local residents
- Neighbours

## **CARE**

- To look after
- To pay attention to
- To be troubled/concerned
- To be protective towards

## **SERVICES**

- To supply assist
- To perform an act of help
- Play your part in Social awareness
- An organised system of professional labour to supply the needs of the public

## **REMEMBER THE 3Ps**

- Polite
- Positive
- Professional

## **SIX GOLDEN RULES OF CUSTOMER CARE**

### **ACKNOWLEDGEMENT**

- Smile and make eye contact
- Look for the opportunity to help and inform
- Give prompt attention
- Use helpful dialogue

### **ESTABLISH THE CUSTOMERS NEEDS**

- Get the relevant facts
- Identify customers with urgent priorities
- Set a time- scale of urgency

## **PUT YOURSELF IN THE CUSTOMERS POSITION**

- Listen and show it by giving feedback
- Encourage
- Collaborate with the customer
- Do not compete with them

## **ACCEPT RESPONSIBILITY**

- Ensure the customer of any action that is being taken
- Keep in contact with the customer until he/she is satisfied
- Take ownership of the problem or issue

## **INVOLVE THE CUSTOMER IN THE SOLUTION**

- Know the options available
- Be flexible in devising a course of action

## **SEE IT THROUGH**

- Alternatives
- Support until the matter is resolved
- Action to resolve the problem
- Extra information

## **MAINTAINING GOOD CUSTOMER CARE**

### **GOOD CUSTOMER SERVICE**

- Be an affective communicator
- Be professional
- Take pride in your work, environment and social responsibilities
- Be observant and vigilant
- Be approachable
- Apologies when necessary
- Do not criticise your colleagues and company

### **BAD CUSTOMER SERVICE**

- Lack of commitment
- Lack of confidence
- Poor communication

- Lack of co-operation
- Lack of training
- Poor attitude

## **SOCIAL SKILLS**

**Inform people that they can still have an enjoyable evening but to be courteous to local residents who may be at home sound asleep eventually customers will also look to use empathy we take our part of social responsibilities very seriously helping people live in harmony and consideration of other peoples beliefs and social activities also putting across National Security Network role in achieving social acceptance and enjoyment.**

## **Drunk and Disorderly/Ejection policy.**

National Security Network takes drunk and disorderly behavior very seriously.

Drunk and disorderly behavior is not only antisocial but it is also dangerous both to the person(s) involved but also to the general public and venue staff, it is also a criminal offence to permit drunkenness on licensed premises.

In a public place, it is an offense to be:

- Drunk
- Drunk and incapable and
- Drunk and disorderly

In line with other National Security Network policies, no one under the influence of alcohol and/drugs shall be admitted to any venue under any circumstances.

Anyone who becomes drunk and/or disorderly should be escorted from the site immediately using the minimal force required in any given situation. No person should who is deemed drunk or, a danger to themselves should be ejected through any door other than the front of house and wherever possible it should be done by pairs of doorstaff.

Only in extremely dangerous/violent situations should side fire exits be used and no one should be left unattended above the ground floor or, in an enclosed area. In these situations, monitor the evicted person(s) and call the relevant authorities to assist with the safe and effective ejection/detention of the offenders<sup>1</sup>

## ACCESS/EGRESS AND EJECTION POLICY

### Front of house operations:

Any operative working on the front of house of any venue should operate to the following guidelines unless this policy is overruled by a special events risk assessment.

#### Customer Service:

- All customers should be greeted in a polite and friendly manor.
- All customers should be acknowledged when leaving.
- Operatives should remain calm and polite when dealing with issues and the public.

#### Door Policies:

- Challenge 21 should be enforced on all sites at all times.
- Search policies relating to licensing conditions must be adhered to at all times
- Only valid ID is to be accepted as proof of age.
- Known troublemakers are to be refused entry to all sites operated by National Security Network.
- Any persons appearing to be intoxicated or under the influence of drugs should be refused entry to all sites operated by National Security Network.
- Nobody shall be refused entry to any site operated by National Security Network on the grounds of any form of discrimination.

The above list is not exhaustive and each venue will have additional policies and licensing requirements, it is up to each individual operative to make themselves aware of these conditions when working at a new venue for the first time.

All of the client's policies should be followed without exception as long as they do not breach any current laws.

Managers may at times ask you to turn a blind eye to the rules and regulations, this is unacceptable and any cases of this should be reported to your area manager so that the relevant steps can be taken to address issues with clients quickly.

Remember: **"Challenge 21"**



**CONTRACTUAL AND**  
**RISK ASSESSMENT DETAILS**  
**FOR THE PROVISION OF DOOR**  
**SUPERVISORS**

Parties to this Agreement  
CastleBay Limited trading as National Security Network and

.....

Venue/Company:.....

Location: .....

Date: .....



## Confidentiality Statement

This is a confidential document and must not be removed from the designated site.

The contents must not be communicated in any way or by any means to any un-authorized person or persons

Details of any approved additions or amendments will be issued from the company's offices.

In the event that this manual or any part of this manual is stolen, lost destroyed or otherwise damaged, it must be reported immediately to the company's office and the customer is also to be notified.

<i>Date Reviewed</i>	<i>Area Manager Signature</i>	<i>Area Manager Print Name</i>

# Venue Set Up Sheet & Credit Terms

1	CUSTOMER REFERENCE:		
2	START DATE:		
	PRICE AGREED		
	BANK HOLIDAYS RATE		
	CHRISTMAS EVE RATE		
	CHRISTMAS DAY RATE		
	BOXING DAY ( 26 <sup>TH</sup> Dec) RATE		
	BOXING DAY ( IF NOT 26 <sup>TH</sup> Dec) RATE		
	NEW YEARS EVE RATE		
	NEW YEARS DAY RATE		
	UNIFORM REQUIRED		STANDARD
3	VENUE DETAILS:		
	VENUE NAME:		
	MANAGERS NAME:		
	VENUE ADDRESS:		
	TELEPHONE:		FAX:
	MOBILE:		E-MAIL:
4	ACCOUNT DETAILS:		
	COMPANY NAME:		
	CONTACT NAME:		
	ADDRESS:		
	TELEPHONE:		FAX:
	MOBILE:		
	E-MAIL FOR INVOICES:		
	WEB SITE:		
	5	HOLDING COMPANY OR LTD COMPANY DETAILS, IF SOLE TRADER OR PARTNERSHIP - HOME ADDRESS	
CONTACT NAME:			
ADDRESS:			
TELEPHONE:		FAX:	
MOBILE:		E-MAIL:	
6	COMPANY REGISTRATION NO		

7	VAT REGISTRATION NO.	
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8	<b>PAYMENT DETAILS</b>				
	PAYMENT TERMS: PLEASE CIRCLE	7	14	21	28
	PAYMENT METHOD: PLEASE CIRCLE	BACS	CASH COLLECTION	BANK TRANSFER	CHEQUE

9	CREDIT LIMIT REQUESTED	
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10	STATEMENTS REQUIRED	YES	NO
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11	INVOICE COPY TO VENUE	YES	NO
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12	METHOD OF DELIVERY OF INVOICES	E-MAIL	POST
----	--------------------------------	--------	------

13	ATTACH TIMESHEET TO INVOICES	YES	NO
----	------------------------------	-----	----

14	CONSOLIDATED INVOICES FOR GROUP	YES	NO
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15	4 Hour Minimum Shift Charge	Standard Terms
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16	50% Solo Shift Surcharge	Standard Terms
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**Documents / Details Required**

Passport or Certificate of Incorporation.  
 Utility Bill – if sole trader  
 Bank Name  
 Sort Code  
 Account number  
 Noise survey  
 Director's Personal Guarantee may be required

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

For completion by office	
Account Code	<input type="text"/>
Brand Name	<input type="text"/>
Factor Invoices	<input type="text"/>
CREDIT APPROVAL	<input type="text"/>
Date	<input type="text"/>
SUPPLY WILL NOT COMMENCE WITHOUT APPROVAL	

# **RISK ASSESSMENT SURVEY**

This document is comprised of a **Site Survey (SS)** and a **Risk Awareness (RA)**. It is a tool and a guide to identify, highlight and assess the risks associated with each particular venue. Security recommendations and deployment strategies can be derived from this document. The **Risk Assessment Survey (RAS)** will enable CastleBay Limited trading as National Security Network and the client to reach a cohesive approach to security provision.

## **Site Survey**

The **Site Survey** will enable CastleBay Limited trading as National Security Network to identify the security needs of the client. The **Site Survey** will also identify the suitable deployment strategy for the venue. The **Site Survey** is comprised of the following sections:

1. Venue Overview
2. Trading Details
3. Staff Profile
4. Deployment Strategy
5. Staffing Requirements
6. Customer Profile
7. Historical Problems
8. Admission Restrictions
9. Drug & Search Policy
10. Admission Restrictions
11. Drug & Search Policy
12. Reasons for Exclusion
13. Fire Procedures
14. Venue Operations
15. Door Team Facilities
16. Uniform Requirements
17. Equipment Requirements
18. Site Visits
19. Training Requirements

This document requires the assessor to confirm whether the contract is either a new or an existing contract. The type of contract will determine the path taken through the assessment.

New Contract: Contract for security provision yet to be agreed and signed for this venue.

Existing Contract: CastleBay Limited trading as National Security Network currently providing security provision for this venue.

Please ensure all sections are completed unless advised otherwise.

**A RAS must be carried out before commencement of security provision and subsequently reviewed annually.**

***All instructions in this document will be in this text format.***

***All examples in this document will be in this text format.***

*This Risk Assessment contains our opinion only and has been conducted in good faith based on the information provided to us by the Client of all known material facts as identified within this document.*

Assessor Name

Date

**1 Venue Overview**

**Venue Type**

- Pub  Bar  Nightclub  Social Club  Bowling   
 Casino  Multi-use  Private Members Club  Lap Dancing   
 Other  please state.....

**Music Policy**

- Mainstream Dance  Techno/Hard House  UK Garage/R&B   
 Indie/Rock  Latino/Cuban  60/70/80's   
 Other  please state.....

**Promotional Nights**

- Kids Nights  R&B nights  Other   
 .....  
 .....  
 .....

**Please note an additional Risk Assessment must be carried before deployment for these nights.**

***Please tick box if applicable to venue and state frequency.***

- |                 |                          |                     |                          |                       |                          |
|-----------------|--------------------------|---------------------|--------------------------|-----------------------|--------------------------|
| Main Reception  | <input type="checkbox"/> | Cloakroom           | <input type="checkbox"/> | Bar                   | <input type="checkbox"/> |
| Restaurant      | <input type="checkbox"/> | Dance Area          | <input type="checkbox"/> | Stage                 | <input type="checkbox"/> |
| Children's Area | <input type="checkbox"/> | VIP Area            | <input type="checkbox"/> | Private Function Room | <input type="checkbox"/> |
| Balcony         | <input type="checkbox"/> | Non-Smoking Area    | <input type="checkbox"/> | Car Park              | <input type="checkbox"/> |
| Kitchen         | <input type="checkbox"/> | Staff Room          | <input type="checkbox"/> | First Aid Room        | <input type="checkbox"/> |
| Multi - Levels  | <input type="checkbox"/> | Staircases (Public) | <input type="checkbox"/> | Staircases (Private)  | <input type="checkbox"/> |
| DJ Booth        | <input type="checkbox"/> | Lighting Area       | <input type="checkbox"/> | Podium                | <input type="checkbox"/> |

Disabled Facilities  \_\_\_\_\_ Ramps  \_\_\_\_\_ Lift  \_\_\_\_\_  
 Disabled Lift  \_\_\_\_\_

**2. Trading Details**

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Opening Times							
Closing Times							
Final Admission Times							

**3. Staff Profile**

Is there a specific profile of doorstaff you require?

Yes  No

If yes please give brief details

.....

Are there any disqualifying factors for doorstaff?

Yes  No

If yes please give brief details:

.....

Are doorstaff required to wear florescent jackets?

No  Yes  If yes; Inside Venue  Outside Venue  Both

**4. Deployment Strategy/Staffing Levels**

What is the capacity of the venue?.....

*Please state staffing numbers for each position: Example; 2 males on the front door with 1 female, 2 inside floating, 1 at top of stairs etc.*

	Venue full to capacity	Venue below capacity (minimum skeleton staffing)
Front Door		
Reception		

Queue		
VIP Area		
Static Position		
MR Walker		
Special Events/PA/Bands		
Any other...		
<small>           Approved By: [Signature]                       Date: [Date]         </small>		

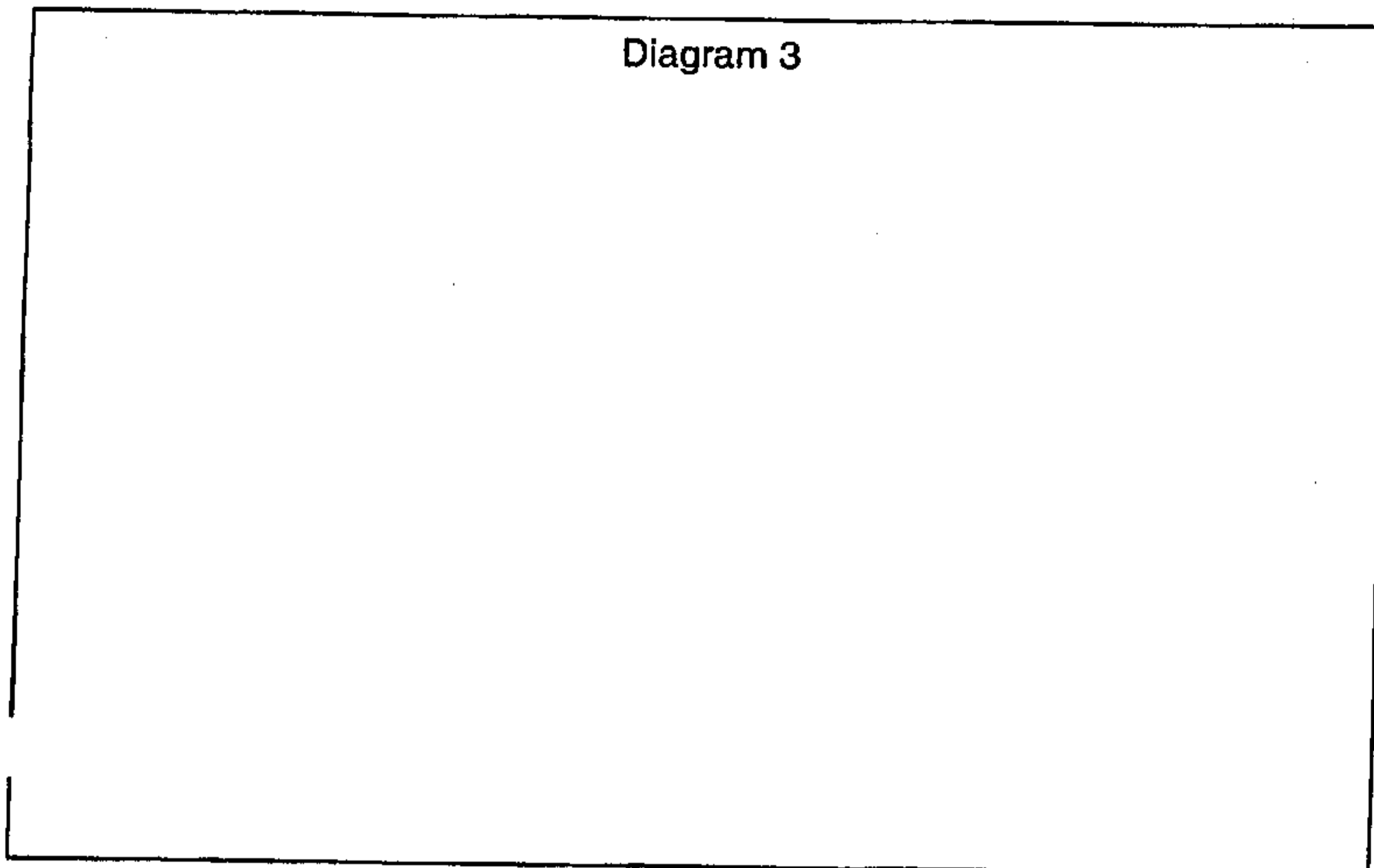
Please note the staffing numbers must not be reduced below the minimum staffing requirements unless subject to a further Risk Assessment.

***Please sketch diagram of deployment plan in boxes:***

Diagram 1

Diagram 2

Diagram 3



**5 Staffing Requirements**

Day	No. of doorstaff (Example:20)	Start Time (Example: 2 * 21:00, 10 * 21:30, 8 * 22:00)	Finish Time (Example: 4 * 02:00, 16 * 03:00)
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

Additional staffing comments/requirements

.....

.....

.....



**6 Current Customer Profile**

	Age Group	Sex	Music
Monday	18-24 ____%, 25-34 ____%, 35+ ____%	M ____% F ____%	
Tuesday	18-24 ____%, 25-34 ____%, 35+ ____%	M ____% F ____%	
Wednesday	18-24 ____%, 25-34 ____%, 35+ ____%	M ____% F ____%	
Thursday	18-24 ____%, 25-34 ____%, 35+ ____%	M ____% F ____%	
Friday	18-24 ____%, 25-34 ____%, 35+ ____%	M ____% F ____%	
Saturday	18-24 ____%, 25-34 ____%, 35+ ____%	M ____% F ____%	
Sunday	18-24 ____%, 25-34 ____%, 35+ ____%	M ____% F ____%	

**7 Historical Problems with families or groups**

*For example: local gangs etc...*

.....

**8 Admission Restrictions**

*For example: Age/Dress/Memberships/Ticket only etc*

	Restriction
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

**9 Drugs & Search Policy**

Front door searches      Yes                      No

.....  
Designated (internal) search area:.....  
.....

Search Policy:.....  
.....

Drug Seizure Policy:.....  
.....

Comments/Details:.....  
.....  
.....  
.....

**10 Reasons for Exclusion/Ejection**

*Please tick where appropriate:*

- |                       |                          |                     |                          |
|-----------------------|--------------------------|---------------------|--------------------------|
| Threatening Behavior: | <input type="checkbox"/> | Indecent Behavior   | <input type="checkbox"/> |
| Abusive Language:     | <input type="checkbox"/> | Refusing Search     | <input type="checkbox"/> |
| Boisterous Behavior:  | <input type="checkbox"/> | Violent Behavior    | <input type="checkbox"/> |
| Drunk/Nuisance:       | <input type="checkbox"/> | Drug Use            | <input type="checkbox"/> |
| Falling Asleep:       | <input type="checkbox"/> | Known trouble maker | <input type="checkbox"/> |
| Managers Discretion   | <input type="checkbox"/> |                     |                          |

Any additional exclusion or ejection points?

.....  
.....  
.....

**11 Fire Procedures**

Training Provider.....  
Primary Assembly/Muster Points.....  
Secondary Assembly/Muster Points.....  
999 Protocols .....  
Extinguisher Check Procedure.....

**12 Venue Operations**

Are customers permitted to take drinks onto the dance floor(s)? Yes  No   
Location of the cigarette machines .....  
Location of ATM machines .....  
Customer taxi booking procedure .....  
Additional requirements e.g. Cash Escorting .....

**13 Doorstaff Facilities**

**Do the doorstaff have any facilities available in the venue? If yes please state:**  
Staff Room: .....  
Staff Lockers: .....  
Staff Drinks: .....  
Secure Area to hold essential paperwork:.....

**14 Uniform Requirements**

- Suits  Colour/Style.....
- Jackets  Colour/Style.....
- Trousers  Colour/Style.....
- Polo shirts  Colour/Style.....
- Shirts  Colour/Style.....
- Ties  Colour/Style.....
- Other: .....

**15 Equipment Requirements**

- |                 |                          |            |                          |
|-----------------|--------------------------|------------|--------------------------|
| Metal Detectors | <input type="checkbox"/> | Head Cam   | <input type="checkbox"/> |
| Drug Safe       | <input type="checkbox"/> | Radios     | <input type="checkbox"/> |
| Tally Counters  | <input type="checkbox"/> | Ear Pieces | <input type="checkbox"/> |

Other needs/details  
.....  
.....  
.....  
.....  
.....  
.....

# Risk Awareness

The **Risk Awareness (RA)** is based on a comprehensive checklist which helps identify various types of risks from Health & Safety through to Perception of Business.

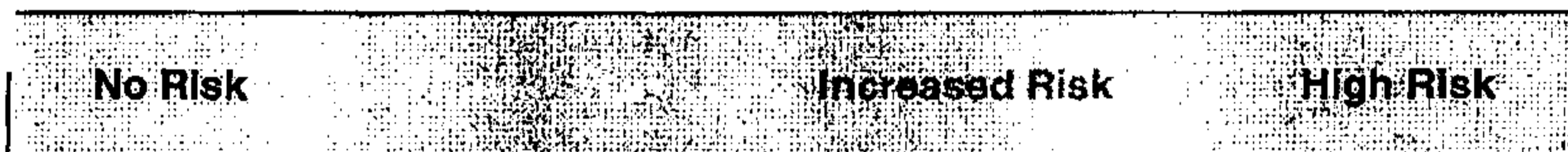
The **RA** records and assesses the following topics:

- A. Panic Buttons
- B. CCTV
- C. Exits
- D. First Aid
- E. Fire Protocols

- F. Incident & Accident Reports
- G. Patrols
- H. Lighting
- I. Carpet & Flooring
- J. Noise Control

The **RA** is constructed in a multiple choice format. Please answer each question by circling the appropriate answer. Certain questions may prompt for further comments, please write in the spaces provided.

The risk level associated with each answer can be cross referenced with the following guide.



At the end of each topic, please calculate the total number of risks identified.

On completion of the **RA** please complete the **Risk Awareness Findings** table. Please insert the findings for each topic, the types of risks identified and appropriate corrective remedies.

Please ensure the client signs the document on completion of assessment.

For further information contact the National Security Network office on 0845 602 0611

## **A** Panic Buttons

1. Are Panic Buttons in use?  Yes  No
2. Is each bar equipped with a panic button?  Yes  No
3. Is each bar equipped with a telephone?  Yes  No
4. Does the main reception have a Panic Button?  Yes  No
5. Does the main reception have a telephone?  Yes  No

Total:  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_

**B** **CCTV**

6. Is there a CCTV system in operation at the venue?  Yes  No

Is it:  Digital  Tape

7. Is the CCTV recording system switched ON;  
a) Constantly?  Yes  No  
b) When the venue is in operation?  Yes  No  
c) Is there a CCTV Operator?  Yes  No

If yes please state name of operator .....

8. Does it monitor?

a) All Exits?  Yes  No

All Entrances?  Yes  No

The main reception?  Yes  No

All bar Areas?  Yes  No

Public access corridors  Yes  No

Public Staircases  Yes  No

Outside Venue  
Outside exits  Yes  No  
Car Park  Yes  No

9. Are the CCTV tapes removed daily at close of operation?  Yes  No

10. Are the tapes taken off premises?  Yes  No

11. Is the digital system/tapes kept in a locked environment?  Yes  No

12. How long are recorded tapes kept for?

1-7 days  7-14 days  14-21 days  21-31 days  31 days

13. How often are the Tapes changed?

Monthly  2 Months  3 Months  4 Months  5 Months

6 Months+

14. Who is responsible for the digital system/tapes?

Name

Position

\_\_\_\_\_  
\_\_\_\_\_

15. Are the digital system/tapes readily available for relevant external organisations, such as the Police, to view?  Yes  No

16. Is there signage stating CCTV in operation?  Yes  No

Total:

**C Exits**

17. How many exits does the venue have? \_\_\_\_\_

18. Are all exits alarmed to alert if opened?  Yes  No

19. Is there a visual alarm to alert staff?  Yes  No

20. Are all exits clear of obstructions?  Yes  No

21. Are all exits unchained when the venue is in operation?  Yes  No

Total:

**D First Aid**

22. Is there a First Aid Kit at this venue?  Yes  No

Where is the First Aid kit located? \_\_\_\_\_

23. Are all staff aware of the location?  Yes  No

24. Is there a First Aid room?  Yes  No

25. Are all staff aware of the location?  Yes  No

26. Does the venue have trained First Aiders on duty?  Yes  No

How many? \_\_\_\_\_

27. Does the venue have in-house Paramedics?  Yes  No

How many? \_\_\_\_\_

Total:

**E****Fire Protocols**

28. Is there a fully displayed Fire Procedure?  Yes  No

29. Are all staff aware of the Fire Procedure?  Yes  No

30. Are there Fire Extinguishers on display?  Yes  No

**Choose 3 Fire Extinguishers at random:**

31. When was the date of the last check?

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Within 12 months

12-18 months

18+ months

32. Are all staff familiar with the use of Fire Extinguishers?  Yes  No

33. How often do Fire Drills occur?

Weekly  Monthly  Bi-Monthly

6 Monthly  Yearly+

**Total:**  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_

**F Incidents & Accident Reports**

*If this is a new contract please continue to section 'J'.*

34. Is there an incident report book at the venue?  Yes  No

35. Are all staff aware of its location?  Yes  No

36. How soon are incidents logged after they occur?

37. Immediately  Same day  Next day  Within 7 days  +7 days

38. Is there an accident report book at the venue?  Yes  No

39. Are all staff aware of its location?  Yes  No

40. How soon are accidents logged after they occur?

41. Immediately  Same day  Next day  Within 7 days  +7 days

**Total:**  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_



**G Patrols**

42. Is there a patrol system in operation at the venue?  Yes  No

43. Are any areas exempt from the patrol?  Yes  No

Please specify: \_\_\_\_\_

44. Are the toilets included in the patrol?  Yes  No

45. Are there any congested areas?  Yes  No

Please specify: \_\_\_\_\_

46. Are there any natural vantage points within the venue?  Yes  No

Please specify: \_\_\_\_\_

47. Are the vantage points being utilised by the Door Team?  Yes  No

48. What was the maximum number of Door Supervisors patrolling within the venue? \_\_\_\_\_

49. What was the minimum number of Door Supervisors patrolling within the venue? \_\_\_\_\_

50. How long does it take to patrol the venue during:  
 a. Peak time \_\_\_\_\_  
 b. Off Peak \_\_\_\_\_

51. What is the ratio of Door Supervisors to customers? \_\_\_\_\_

Is the ratio: Too Low  Perfect  Too High

Total:  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_

**H Lighting**

52. Are any lights in the public areas broken or faulty?  Yes  No

53. Are any step lights broken or faulty?  Yes  No

54. Are any walkway lights broken or faulty?  Yes  No

55. Are the fire exit lights faulty?  Yes  No

Total:  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_

## I Carpet and Flooring

Are there any torn or dangerously worn carpets or flooring in:

- 56. Main public areas?  Yes  No
- 57. Bar areas?  Yes  No
- 58. Near dance floors?  Yes  No
- 59. Near kitchen doorways  Yes  No
- 60. Staff only areas  Yes  No
- 61. Staircases  Yes  No

Total:

## J Noise Control

**Control of Noise at work Regulations 2005:**

- 62. Has the venue done a Noise Risk Assessment? Yes  No   
(obtain copy)
- 63. If yes, are there any noise areas identified in the assessment that require ear protection. Yes  No   
If yes where.....

Total:

Daily amount of noise allowed

85 dB	8 hours
95 dB	45 minutes
100 dB	15 minutes
105 dB	5 minutes
110 dB	Under 2 minutes
115 dB	Under 30 seconds

# Risk Awareness Findings

TOPIC	NUMBER OF RISKS	RISKS IDENTIFIED	CORRECTIVE PLAN
PANIC BUTTONS	NO RISK		
	MINIMAL RISK		
	INCREASED RISK		
	HIGH RISK		
CCTV	NO RISK		
	MINIMAL RISK		
	INCREASED RISK		
	HIGH RISK		
EXIT	NO RISK		
	MINIMAL RISK		
	INCREASED RISK		
	HIGH RISK		
FIRST AID	NO RISK		
	MINIMAL RISK		
	INCREASED RISK		
	HIGH RISK		
FIRE PROTOCOLS	NO RISK		
	MINIMAL RISK		
	INCREASED RISK		
	HIGH RISK		
INCIDENT & ACCIDENT REPORTS	NO RISK		
	MINIMAL RISK		
	INCREASED RISK		
	HIGH RISK		
PATROLLING	NO RISK		
	MINIMAL RISK		
	INCREASED RISK		
	HIGH RISK		

LIGHTING	NO RISK			
	MINIMAL RISK			
	INCREASED RISK			
	HIGH RISK			
CARPET & FLOORING	NO RISK			
	MINIMAL RISK			
	INCREASED RISK			
	HIGH RISK			
NOISE	NO RISK			
	MINIMAL RISK			
	INCREASED RISK			
	HIGH RISK			

Additional requests/comments

.....

.....

.....

.....

# Standard Operating Policy for Door Supervisors

- 1 Each Security Operative must arrive at least 10 minutes prior to the shift start time. Standard shifts are Public House 19.30-23.30 Monday to Saturday and 19.00-23.00 on Sundays. Night Club 21.00-03.00 Monday to Saturday. These times sometimes differ and if the Security Operative is in any doubt, the Contractor must be contacted immediately. If the Security Operative is late he or she will usually be fined and in any event, the Contractor must be contacted if a Security Operative is going to be absent for whatever reason. Security Operatives must **never leave the premises whilst on duty.**
- 2 Security Operative must be **polite at all times.** They must not wear jewellery with the exception of a wristwatch. **Headwear is not permitted** unless worn for religious reasons. **Tattoos must be kept covered up.**
- 3 When acting as the agent of the Licensee and in situations where there is no alternative to ejection, Security Operatives must use only the **minimum amount of force necessary** to carry out that ejection on behalf of the Licensee. They must **then fill out an "Incident Report"** which forms are kept by the Manager/Licensee. A copy to be sent to the head office and the RBM informed. This also applies to force used in refusing admittance. They must also inform the Contractor, at the earliest opportunity, personally or by telephone regarding any "incident" that occurs whilst they are working.
- 4 Security Operatives must not drink or eat on duty. They must not take or be **under the influence of alcohol or drugs, they must not smoke or chew gum on duty and they are not allowed to have guests** whilst they are working. There is no right of free admission for Security Operatives to any venues for whom the Contractor is providing the service unless they are "Public Houses". If they do attend (and pay to go in) they must NOT wear their uniform.
- 5 Security Operatives must **obey reasonable and legal instructions given to them by the Manager/Licensee,** this includes bag/body searches if required. They are not under any circumstances, allowed to collect money e.g. entrance fees or charity collections.
- 6 At all times, Security Operatives must conduct themselves in a manner that reflects well on the reputation of the Contractor. **Bad language is not acceptable.** They must, at all times, **be well presented, clean shaven with clean and well trimmed hair and have a well mannered disposition.** They must **never sit or lean, have their hand in their pockets,** and must maintain a good bearing at all times. Security Operatives are **not permitted to use a mobile or static telephone whilst on duty** unless in an absolute emergency.
- 7 For the safety of all Security Operatives, the Contractor's manning levels are based on a minimum of 2 operatives working for the first 200 patrons with an extra operative for every further 100 patrons or part thereof. The Security Operative must report to the Contractor on any serious differences that occur on a regular basis.

- 8 Security Operatives must wear the correct dress stipulated by the respective venue. The standard dress is **black single-breasted suit, white long sleeved shirt, Company or house tie, black socks and black lace up shoes**. The uniforms must not be worn unless the Security Operatives are working or traveling to/from work. In inclement weather all operatives **MUST wear identical overcoats whilst working together**. The acceptable garments is a Black Crombie type overcoat and may be worn with black leather gloves but never any type of headwear.
- 9 Should the Manager/Licensee book the Security Operatives directly, they must inform the Contractor before 12.00 on Mondays. This also applies if they are asked to work a longer shift than usual. This is essential to ensure that the correct fee is paid to the Security Operative and the appropriate invoice provided to the Client.
- 10 Security Operatives must concern themselves at all times with Health and Safety. To that end they are required to be aware and report anything suspicious to the Manager/Licensee including blocked fire exits and any other hazards likely to be a danger or likely to endanger life should there be a fire or panic situation. Security Operatives should never run on licensed premises as this creates panic. They must walk quickly. The Licensing Justices, the Police in the execution of their duty (without warrant) and the Fire Brigade can enter licensed premises at any time.
- 11 The Operative will inform the Department of Social Security of their earnings if they are receiving state benefits.
12. Security Operatives must carry with them their **SIA Licence**.
13. Under our 'social responsibility' policy, whether you are 'on duty' or not, as part of the SIA's 'Wider Police Family' you are required to assist the Police in any way that you can, including giving statements & evidence when necessary

# **CASTLEBAY LIMITED TRADING AS NATIONAL SECURITY NETWORK - TERMS AND CONDITIONS OF BUSINESS**

## **1. Definitions**

In these definitions the following terms shall have the following meanings:

- "Client"** means a party entering into a contract with the Company for the provision of the Services
- "Company"** means Castlebay Limited and its Successors in Title trading as NATIONAL SECURITY NETWORK
- "Conditions"** means these terms and conditions
- "Equipment"** means any property brought onto the Client's premises by the Company in carrying out the Services
- "Fees"** means the Company's fees as determined in accordance with Clause 3
- "Initial Term"** means a fixed term of 12 months
- "Services"** means the Services provided under these Conditions
- "License"** means the license as defined by the Private Security Act 2001
- "SIA"** means The Security Industry Authority
- "Security Personnel"** means door supervisors or uniformed guards as defined by the Private Security Act 2001

## **2. Conditions Applicable**

- 2.1** These Conditions shall apply to all contracts for the provision of Services by the Company to the Client to the exclusion of all other terms and conditions including any terms or conditions that the Client may purport to apply under any purchase order confirmation of order or similar document.
- 2.2** All orders for Services shall be deemed to be an offer by the Client to contract for Services pursuant to these Conditions.
- 2.3** Acceptance of delivery of the Services shall be deemed conclusive evidence of the Client's acceptance of these Conditions.
- 2.4** Any variation to these Conditions (including any special terms and conditions agreed by the parties) shall be inapplicable unless agreed in writing by a Director of the Company.
- 2.5** No employee of the Company has any authority (whether express or implied) to waive, vary or exclude any of the Conditions.

### 3. Term

This Agreement shall continue for a minimum period of the Initial Term and thereafter shall be capable of termination in accordance with Clause 19.

### 4. Fees and Payment

- 4.1 The Fees for the Services shall be the Company's quoted fees.
- 4.2 The Company may by giving not less than 4 weeks notice to the Client at any time after the expiry of the Initial Term increase the Fees for the Services.
- 4.3 The Company shall be entitled to invoice the Client in relation to the Fees such expenses as have been reasonably incurred in the provision of the Services.
- 4.4 The Company's minimum charge for Door Supervisors is for a 4 hour shift and for Uniformed Guards is for a 6 hours shift, both at the agreed rate.
- 4.5 If the Client requires only one Door Supervisor per shift, then in addition to the agreed rate, there will be a 50% surcharge applicable.
- 4.6 The Company reserves the right to supply sub-contractors when necessary.
- 4.7 The Fees are exclusive of VAT which shall be due at the rate ruling on the date of the VAT invoice.
- 4.8 Payment of the Fees and VAT shall be due within 14 days of the date of the invoice. Payment shall be made by cash, cheque, BACS or Internet Transfer. Time for payment shall be of the essence.
- 4.9 The Client shall pay the Fees in full without any set-off or counterclaim whatever.
- 4.10 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% above Barclays Bank Plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.
- 4.11 No claims for errors in hours invoiced will be entertained unless reported to us within 10 days of the date of the invoice.

### 5. The Company's Obligations

The Company shall from the commencement date for the term or until the termination of the Agreement provide Security Personnel to the owners' premises in accordance with the Risk Assessment document annexed to Schedule 1 of this Agreement.

Throughout the duration of this Agreement the Company agrees that:-

- (i) All Security Personnel supplied will be licensed in accordance with the Private Security Industry Act 2001 in force for the said premises.



- (ii) All Security Personnel supplied by the Company will be trained in accordance with the provisions of the Private Security Industry Act 2001 in force for the said premises.
  - (iii) All Security Personnel supplied will have had criminal record checks undertaken by the Security Industry Authority before such licence is granted and the company undertakes to the best of its knowledge and belief that all such Security Personnel have passed the appropriate examination before the licence is granted.
  - (iv) The Company will be responsible for ensuring the Approved Contractor Licence as provided for in the Private Security Act are properly renewed and will bear the cost of that licence and its renewal, subject to the Company maintaining Approved Contractor status.
  - (v) All such Security Personnel will be supervised by the Inspector or other senior Officers of the Company who will make periodic checks in accordance with the recommendations of British Standard BS7960.2005.
  - (vi) The Company will insure all Security Personnel against any injury sustained by them in the course of carrying out their duties and unless such injury shall be due to the act of negligence or default by the owner or any person for whom the owner is responsible, the Company will indemnify the owner against all actions, claims and demands in respect of such injury.
  - (vii) The Company will produce upon reasonable written notice a copy of its Public Liability Insurance and Employers Liability Insurance.
  - (viii) Security personnel will wear a uniform provided by the Company and visible licences at all times whilst on duty.
6. Complaints Procedure
- 6.1 In the event that the Client is not satisfied with the Services, the Client shall notify the Company of their reason for their dissatisfaction or the event giving rise to the complaint.
  - 6.2 Upon receiving a notice in accordance with Clause 6.1 the Company shall take all reasonable steps to investigate and where possible take such steps to rectify the complaint as appropriate.
  - 6.3 If the Client shall fail to serve any notice under Clause 6.1 the Services shall be conclusively presumed to be in accordance with the contract and the client shall be deemed to be satisfied with the Services.
  - 6.4 If the Services are not in accordance with the contract for any reason the Client's sole remedy shall be limited to the Company making good any such dissatisfaction by replacing such Services, or if the Company shall elect, by refunding a proportionate part of the Fees.
  - 6.5 Complaints of a minor nature should be notified to the Company by telephone and may be dealt with on an official basis if the Client so elects.

**7. Limitation of Liability**

- 7.1** The Company shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of breach by the Company of these Conditions.
- 7.2** In the event of any breach of these Conditions by the Company the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Company exceed the Price of the Services.
- 7.3** All warranties and conditions whether implied by statute or otherwise are excluded from any contract made under these Conditions provided that nothing in these Conditions shall restrict or exclude liability for death or personal injury caused by the negligence of the Company or affect the statutory rights of a Client dealing as a consumer.

**8. Indemnity**

The Client shall indemnify the Company and keep the Company indemnified and hold the Company harmless against any breach by the Client of these Conditions and any claim brought against the Company by a third party resulting from the provision of the Services by the Company to the Client and the Client's use of the Services including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by the Company in consequence of the Client's breach or non-observance of these Conditions except to the extent that nothing in these Conditions shall exclude liability for death or personal injury caused by the negligence of the Company.

**9. Enticement of Employees**

- 9.1** The Client covenants with the Company that he will not during the Initial Term or for the period of 6 months immediately following the termination of any contract entered into under these Conditions and whether on its own behalf or on behalf of any other person, firm, company or contractor, directly or indirectly, solicit, canvass or entice away (or endeavor to solicit, canvass or entice away) from the Company any person employed by the Company for the purposes of providing to the Client any services materially competing with the Services. This covenant shall apply whether or not such a person is subsequently employed by the Client or is providing Services as an independent contractor or as an employee or agent of an independent contractor.
- 9.2** Without prejudice to the right of the Company to enforce paragraph 9.1 of this Agreement, the Company at its sole discretion may waive the enforceability of the appropriate clause whereby the client in consideration pays to the company the sum of £2,000.00 per security personnel operative.

**10. Retention of Title**

- 10.1** Property in any Equipment provided by the Company in carrying out the Services shall not pass from the Company.

10.2 The Client shall upon request deliver up such of the Equipment as has been supplied by the Company in the course of carrying out the Services. If the Client fails to do so the Company may enter upon any premises owned, occupied or controlled by the Client where the Equipment is situated and repossess the Equipment.

10.3 The Client shall not pledge or in any way charge by way of security for any indebtedness any of the Equipment which are the property of the Company. Without prejudice to the other rights of the Company, if the Client does so all sums whatever owing by the Client to the Company shall forthwith become due and payable. Should the client lose the equipment, the equipment will be invoiced to the client and payable at the full retail price.

10.4 Any such Equipment supplied to the Client by the Company in the performance of this Agreement which is subject to a Rental Agreement between the Company and the owner of the said Equipment is held pursuant to the owner's terms and conditions which are exhibited to this Agreement at Appendix 2.

## 11. Delivery of Services

11.1 The Services shall be provided at such address as the Client shall have notified to the Company.

11.2 The Client shall be solely responsible for ensuring that the premises are safe and suitable for the employees of the Company to provide the Services.

11.3 The Client warrants that he has in place Public Liability and Employer Liability insurance for the premises for lawful visitors and undertakes to produce such policy of insurance to the Company if required.

11.4 The Client shall on demand produce to the Company within 3 days his/her statutory policy of insurance which is in place for the Client's premises for inspection by the Company and in default the Company has the right to terminate this Agreement forthwith without liability and without prejudice to such continuing financial obligation the client may have to the company.

## 12. Warranties

12.1 The Company warrants that it will carry out the Services and perform its duties and obligations under these Conditions with reasonable skill and care.

12.2 All conditions, terms, representations and warranties relating to the Services, whether imposed by statute or operation of law or otherwise that are not expressly stated in these Conditions are hereby excluded.

## 13. Force Majeure

Neither party shall be liable for any default due to an act of God, war, strike, lockout, industrial action, disruption of public services, presence of dangerous structures or substances or animals, fire flood, drought, storm or other event beyond the reasonable control of either party.

**14. Contracts (Rights of Third Parties) Act 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in these Conditions shall confer on any third party any right to enforce or any benefit of any term in these Conditions.

**15. Notices**

All notices or other communications under these Conditions shall be in writing and may be delivered or sent by pre-paid first class letter post or facsimile transmission or e-mail to the party to be served at the address set out in any contract or at such other address or number as that party may from time to time notify in writing to the other party. Any notice or document shall be deemed to be served if delivered at the time of the delivery: and if posted 48 hours after posting: and if sent by facsimile transmission, at the time of the transmission if between the hours of 9.00 am and 5.00 pm from Monday to Friday (other than the statutory holidays) or by e-mail by time of electronic transmission between the hours of 9.00 am and 5.00 pm from Monday to Friday (other than the statutory holidays).

**16. Arbitration**

All disputes or differences which shall at any time arise between the parties whether during the Initial Term or afterwards touching or concerning these Conditions or its construction or effect or the rights, duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of any contract made subject to these Conditions shall be referred to a single Arbitrator to be agreed upon by the parties or in default of Agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of it for the time being in force save non payment of invoices delivered which the Company reserves the right to instigate Court proceedings for recovery of monies due.

**17. Applicable Jurisdiction**

**17.1** These Conditions and any contract made under them are subject to the law of England and Wales.

**7.2** All disputes arising out of any contract made under these Conditions shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

**18. Assignment**

**18.1** The Client shall not assign contract license or otherwise dispose of any part of its rights or obligations under these Conditions without the prior written consent of the Company.

**18.2** The Company and its successors in title may assign, contract, license or otherwise dispose of any part of its rights or obligations under these Conditions and the Client consents to all such dealings.

**19. Termination**

**19.1 If the Client:**

**19.1.1** Fails to make payment for the Services in accordance with these Conditions or commits any other breach of these Conditions of provision or if any distress or execution shall be levied upon any of the Client's Services or if the Client offers to make any arrangement with its creditors or if any petition in bankruptcy is presented against the Client or the Client is unable to pay its debts as they fall due or if being a limited Company any resolution or petition to wind up the Client (other than for the purpose of amalgamation or re-construction without insolvency) shall be passed or presented or if a receiver, administrative receiver or manager shall be appointed over the whole or any part of the Client's business or assets or if any petition for the appointment of an administrator is presented against the Client or if the Client shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Services shall become payable immediately.

**19.1.2** If the Client breaches any of these Conditions and fails to correct the breach within seven (7) days following written notice from the Company specifying breach The Company may in its absolute discretion and without prejudice to any other rights which it may have:

**19.1.3** suspend all future deliveries of Services to the Client; and/or

**19.1.4** terminate the contract without liability on its part; and/or

**19.1.5** exercise any of its rights pursuant to Clause 10.

**19.2** If the Client fails to pay any sums due to the Company as they fall due, the Company may suspend the Services forthwith

**19.3** The Company and the Client shall each be entitled to terminate any contract entered into under these Conditions by 28 days written notice.

**19.4** If the Client instructs the Company that they do not require the Service contracted for and the period of suspension exceeds 28 days, then the Company is entitled to terminate the agreement and impose the same penalty as contained in 19.5

**19.5** In the event that the Client gives the Company less than 28 days notice to terminate the Contract for whatever reason then the Client shall pay to the Company a penalty of 4 times the mean average of the preceding 12 weeks invoices raised by the Company to the Client, together with VAT.

**Waiver**

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

On behalf of my company, I confirm that the information above is in accordance with my wishes and requirements. I further confirm that I agree to the CastleBay Limited trading as National Security Network 's terms & conditions of business

This document will be stored electronically and by signing, you consent to this course of action.

You further agree that should you require a copy of this document, it will be an electronic copy, as the original will not be kept.

Signed for on behalf of Customer

**Signature:** .....

**Print:** .....

**Job Title:** ..... **(Person authorised to sign on behalf of the company or business)**

**Date :** .....

Signed for on behalf of Castlebay Limited trading as National Security Network

**Signature:** .....

**Print:** .....

**Job Title:** .....

**Date :** .....

# QUALITY POLICY

It is the policy of National Security Network to adopt disciplines that will enable us to develop and to provide a continuing quality of service to our customers. The processes that we have in place means that we can measure our performance throughout the organisation and effect a programme of continual improvement and customer satisfaction. This Quality Policy also provides a framework for establishing and reviewing quality objectives.

National Security Network recognises that to meet our obligations to the customer we must continue to develop the potential of all of the people working for us. All employees are committed to meeting the various security industry disciplines that have been agreed by commerce, police and insurance organisations.

We undertake a quality-planning programme to ensure that we have the resources personnel, equipment and the working environment to meet the continuing demands of the marketplace. We also recognise the importance of developing and maintaining strong communication channels within the organisation and with our customers.

By adopting the disciplines required by the ISO 9001:2008 quality management system we are able to demonstrate control over our processes and to create confidence within the organisation that the requirements for quality are consistently fulfilled and maintained.

National Security Network operates under British Standards:

BS 7960:2005 (Door supervisors/stewards - Code of practice)

BS 7499:2007 Static site guarding and mobile patrol services

BS 7858: 2006 Security screening of personnel employed in a security industry

National Security Network is also committed to comply with legal and any other requirements and to continually improve the effectiveness of the quality system.

# DRUGS POLICY

It is a well known fact that entertainment venues attract drugs and that drugs are used and supplied in these venues. One of the aims of security personnel is to try to eradicate drugs in the venues. It is important to realise that not only is the possession, use or supply of drugs illegal but allowing the possession, use or supply of controlled drugs within the venue is also illegal.

National Security Network has taken a strong approach to drug use with our clients and have adopted several strategies to overcome this problem. We feel that the two main ways to keep a venue drug-free are to stop drugs getting into the venue by means of searches and in extreme cases, the use of drugs sniffer dogs, both of which are used by National Security Network personnel and secondly to establish a zero tolerance attitude towards drug use within a venue between the management of the venue and the security staff.

National Security Network work closely with the Police when it comes to drugs issues and will obtain drugs box's and where possible, drugs boxes will be securely stored close to where drugs are found. When drugs are found the person will normally be ejected and the Police called to recover the drugs but in some cases where large amount are drugs are found or where the Police request it, the person will be detained and the Police called to carry out an arrest. It should be pointed out at this time that a door supervisor carrying out an arrest is a serious matter and should not be taken lightly. National Security Network's Door Supervisors are insured for wrongful arrest.



# SEARCH POLICY

National Security Network feels that searching customers on the way into venues is becoming more important as drug culture and the use of weapons in violent crime are on the increase. The use of searches helps keep the venue drug free as well as keeping people safe from the use of weapons.

The use of searches is tailored to each venue's specific needs and all of National Security Network's staff are fully search trained by the BIIAB inline with the SIA regulations. There are three main types of searching policy that are employed by National Security Network's personnel:

1. The searching of all customers upon entering the venue.
2. Customers selected at random e.g. Every fifth customer.
3. Specific individuals as long as this selection is not based in any way upon the grounds of sex, ethnicity or disability.

It must be made clear to customers that they need to be searched and the person's consent must be obtained before the search takes place or criminal assault proceedings could ensue. They have the right to refuse but then will not be admitted.

When searching customers, National Security Network personnel are polite and positive and explain the need for searches. This is a professional approach that is firm but fair. Only same sex searches are allowed to take place.

All searches **MUST** take place in front of a witness and at no time should the person be asked to strip, or remove clothing close to the skin.

Search records must be kept at the venue and they should record how the item was seized, why it was seized, when it was seized, and how it was disposed of. In the event of an offensive weapon or firearm being found the person must be detained for the Police.

**REMEMBER:** Venue Management and Door Supervisors should under no circumstances leave the premises with prohibited items or a controlled substance, or be in possession of them on the premises for any longer than is necessary to lock them away as you could leave yourself open to a criminal prosecution.

# **MISSION STATEMENT & Aims and Objectives**

The principle objectives of National Security Network are to establish close, productive partnerships with our clients, to maintain those close relationships by a combination of discussion, quality control, excellency in administration, fast response to any problem or possibility of problem.

To encourage our operatives to be a part of the team at each venue, to be actively involved in the operation of the establishment and not merely a man or woman that opens a door. We encourage them to be more outgoing and to become meeters and greeters by our pro-active approach to man management, training and evaluation.

Our policy of equal opportunities is, we believe, the key to our future. We operate a policy of non discrimination regarding Ethnicity, Religion, Gender and Age.

Our aim is to be the very best in our field.

# Gatecrasher Incident Report



Date:

Please tick and add information

Who was involved- venue

	Name	Badge number
Security 1		
Security 2		
Security 3		
Security 4		
Security 5		
Security 6		
Security 7		
Security 8		

Who was involved- Customer

	Name	Position
Manager 1		
Manager 2		
Manager 3		

Further description of customers

	Name	Contact number
Customer 1		
Customer 2		
Customer 3		

Customer 1 IC1  IC2  IC3  IC4  IC5  IC6

Height ..... Weight .....

Hair length ..... Hair Colour .....

Distinguishing features .....

Customer 2 IC1  IC2  IC3  IC4  IC5  IC6

Height ..... Weight .....

Hair length ..... Hair Colour .....

Distinguishing features .....

Customer 3 IC1  IC2  IC3  IC4  IC5  IC6

Height ..... Weight .....

Hair length ..... Hair Colour .....

Distinguishing features .....

Were there any witnesses?

Yes  No  N/a

Witnesses

	Name	Contact number
Witness 1		
Witness 2		
Witness 3		

Were there any arrests?

Yes  No  N/a

Who was involved- Authorities

	Name	Collar number/ ID number
Police 1		
Police 2		
Police 3		
Other		
Other		

Were there any injuries sustained?

Yes  No  N/a

Who has injuries? .....

Description of injuries, location on body etc.

[Empty rectangular box for injury description]

Was any first aid administered?

Yes  No  N/a

If so by whom .....

Was an ambulance called?

Ambulance number .....

\_\_\_\_\_

The Incident

Exact Location .....

In which room .....

By which bar .....

Exact time of incident .....

Description of incident

[Large empty rectangular box for incident description]

Evidence

CCTV Yes  No  N/A

Accident form Yes  No  N/A

Polaroid evidence of any injuries Yes  No  N/A

Witness statements Yes  No  N/A

Other - please state .....

\_\_\_\_\_

Was the General Manager informed?

Yes  No

Was the Area Manager informed?

Yes  No

Name of person completing the form .....

Signature .....

# ID Vista™

Identity Management Solutions Ltd  
3rd Floor  
Nortonbury House  
37 High Street  
Tewkesbury  
Gloucestershire  
GL20 5AB

Tel: 01684 293477  
Fax: 01684 296469  
Email: [info@idvista.co.uk](mailto:info@idvista.co.uk)  
Web: [www.idvista.co.uk](http://www.idvista.co.uk)

**ID Vista is a complete ID verification and customer management system. Placed at the point of entry or sale ID Vista scans, processes and verifies over 300 forms of ID, including European driving licenses, passports and authorised proof of age cards. ID Vista instantly warns you and your security staff if a customer is under age or has been banned or warned in the past.**

**ID Vista provides a full customer management system, automatically building a unique database of customer information and statistics when ID's are scanned. This database can be used to run targeted marketing campaigns via eflyers ,sms text messages and postal campaigns and produce detailed customer demographic reports.**

**ID Vista also includes a complete security staff management tool. You can scan and verify SIA licenses and keep detailed information on staffing including times and dates of staff on duty.**

**ID Vista is the UK's premier visual identification system for nightclubs, bars, off licenses and any retail outlet that sells age restricted products.**

**ID Vista is placed at the point of entry or at the point of purchase in your establishment and verifies the age and validity of your customers whilst building a unique data base enabling you to monitor, manage and market to your clientele.**

**Fast scanning - around 3 seconds  
Assists detection of invalid & fake ID cards  
Automatically alerts you to attempted underage entry or purchase  
Alerts you to banned or restricted customers**

**Keeps a record which can be used for due diligence reports  
Captures data from identification  
Enables you to market your clientele by SMS, e-flyer or post  
Secure data management**

**ID Vista is completely Police, Data Protection and Local Authority compliant.**

### **ID Vista Operation**

- Position at front of building – central to queuing area
- Enter username/password to log onto system
- Place ID face down on the screen and press button
- ID will appear on the screen and also show how many times they have visited, how old they are, if they have re-entered that night
- Screen will also show any notes that have been added by the manager on the back office system (history/bans/conditions of entry)
- Report to manager on duty any issues raised – re-entries on the same ID/banned people attempting entry
- Place next ID face down on the screen – next set of details will appear on screen
- If a fake ID is being used this must be retained and given to the General Manager and kept for police collection
- If an individual is underage an announcement should be sent via the pub watch radio to ensure the individual is followed
- The General manager will have the final decision as to whether an individual is bared from the premises, if the general manager agrees then he/she will place a not via the BOS
- Continue to place ID's on screen – will update with new details each time – no need to reset or go to 'home'

## Louise Sharp

---

**From:** catherine.arkle@westyorkshire.pnn.police.uk  
**Sent:** 21 September 2010 12:21  
**To:** Louise Sharp  
**Subject:** RE: Meeting : NOT PROTECTIVELY MARKED

Louise

It did go ahead but there was only Di-Fusion there and a couple of the Takeaways. They seemed happy enough with their own arrangement between themselves. I can tell you that all participating premises have helped reduce violent crime with injury on the street by over 70% on a Friday and Saturday. This is very much appreciated by our senior management and hopefully will help the venues attract more customers to their premises.

Hope all is well and apologies for the late reply as am still catching up on over 200 e-mails from when I was off.

Cath

PC Catherine Arkle  
Divisional Licensing Officer  
City & Holbeck  
Int: x53072  
Tel:0113 2413072  
Fax: 0113 2413123

"Louise Sharp"  
<Louise@gatecrasher.co.uk>  
16/08/2010 12:53  
To  
<catherine.arkle@westyorkshire.pnn.police.uk>  
cc

Subject  
RE: Meeting : NOT PROTECTIVELY  
MARKED

Hi Cath,

Sorry I missed this as I was away, did the meeting happen? Was there any notes?

Many Thanks

Louise Sharp

General Manager

Ultra Gatecrasher

E: [louise@gatecrasher.co.uk](mailto:louise@gatecrasher.co.uk)

Office: 01159101101

Ultra Gatecrasher

The Elite Building

Queen St

Nottingham

NG12BL

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-----Original Message-----

**From:** [catherine.arkle@westyorkshire.pnn.police.uk](mailto:catherine.arkle@westyorkshire.pnn.police.uk)

**[mailto:[catherine.arkle@westyorkshire.pnn.police.uk](mailto:catherine.arkle@westyorkshire.pnn.police.uk)]**

**Sent:** 02 August 2010 13:19

**To:** Iain Silver; Matthew Jones; [jason@mungo.biz](mailto:jason@mungo.biz); Ben Warren; [rob.carlton@logicalresources.co.uk](mailto:rob.carlton@logicalresources.co.uk);

[gary@thefaversham.com](mailto:gary@thefaversham.com); Dawn Edwards; [paullaneleelex@live.co.uk](mailto:paullaneleelex@live.co.uk); [jeffaleeds@hotmail.com](mailto:jeffaleeds@hotmail.com);

[caezarcheung@hotmail.com](mailto:caezarcheung@hotmail.com); [Mark@selabar.com](mailto:Mark@selabar.com); Andrew Turner (Mojo Bar); [leeds@revolution-bars.co.uk](mailto:leeds@revolution-bars.co.uk);

[ged.feltham@gmail.com](mailto:ged.feltham@gmail.com); [kendolecki@hotmail.com](mailto:kendolecki@hotmail.com); [chrisb81@hotmail.co.uk](mailto:chrisb81@hotmail.co.uk); Dave Work; [feedback@bpubsltd.co.uk](mailto:feedback@bpubsltd.co.uk);

Louise Sharp; [jason@mungo.biz](mailto:jason@mungo.biz); [valrose@fsmail.net](mailto:valrose@fsmail.net); [hungry@verveleeds.co.uk](mailto:hungry@verveleeds.co.uk); [hello@reformbar.co.uk](mailto:hello@reformbar.co.uk); Jon Hancock

**Subject:** Meeting : NOT PROTECTIVELY MARKED



Dear All

I was hoping to organise a meeting with one 2 - Call Lane, and separately with one 3 - New Riggate.

We pushed the Street Marshal Scheme out quickly and with your areas having a high proportion of smaller, independent operators it was necessary for you to join forces with each other. I feel that a meeting with each of the ones would allow for discussion as to how you feel it is working, and how it could actually be made better and fairer to all those involved.

At the latest pubwatch, last Tuesday, I read out some of the crime stats since the introduction of the scheme in your areas - they are very impressive and all senior management here are extremely grateful for your help in working with us to reduce the assaults on the streets. Our extra staff, coupled with your street marshals are having a real impact on the city and I don't think anyone can say that you have not taken your responsibilities seriously as operators in this city.

I am tentatively suggesting one 2 attending at Millgarth at 2.30pm this Wednesday, 4th August, for a 45 minute slot and then one 3 attending at 3.15pm the same day for the same amount of time.

Please could I have replies asap - I apologise for the short notice. I am missing a few e-mail addresses so would appreciate you alerting any in your one who I have not copied in. I have no contact details for the takeaways on New Riggate for example.

Regards

Cath

PC Catherine Arkle  
Divisional Licensing Officer  
City & Holbeck  
Int: x53072  
Tel:0113 2413072  
Fax: 0113 2413123

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## **Louise Sharp**

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**From:** catherine.arkle@westyorkshire.pnn.police.uk  
**Sent:** 09 December 2010 14:03  
**To:** Louise Sharp  
**Cc:** Adrian Swain; john.wood@natsecnet.com; vf127@westyorkshire.pnn.police.uk; robert.fullilove@westyorkshire.pnn.police.uk  
**Subject:** Phone Thefts : NOT PROTECTIVELY MARKED

Louise/Adrian

I just want to congratulate you and your door staff for the excellent work in catching a phone thief on your premises over night. As you are aware we are having serious problems with thefts in city centre venues, and there have been a number of arrests following good work from security teams being vigilant.

As in our recent meeting it is only fair that praise is given where it is due.

Regards

Cath

PC Catherine Arkle  
Divisional Licensing Officer  
City & Holbeck  
Int: x53072  
Tel:0113 2413072  
Fax: 0113 2413123

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## Louise Sharp

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**From:** catherine.arkle@westyorkshire.pnn.police.uk  
**Sent:** 21 December 2010 13:37  
**To:** Louise Sharp  
**Cc:** Adrian Swain; robert.fullilove@westyorkshire.pnn.police.uk  
**Subject:** RE: meeting : NOT PROTECTIVELY MARKED

Louise it may have to be the New Year now I'm afraid - Thursday is my last day and I return on Wednesday 5th Jan.

Despite the affray there has been a remarkable improvement - that is the only incident attributable to the premises since we met - so Gatecrasher have moved on to 52 points - you were on 48 when we met on 30th November.

Please keep up the good work - the end of February 2011 is the end of the 6 month period for points.

Regards

h

PC Catherine Arkle  
Divisional Licensing Officer  
City & Holbeck  
Int: x53072  
Tel:0113 2413072  
Fax: 0113 2413123

"Louise Sharp"  
<Louise@gatecrasher.co.uk>  
21/12/2010 12:21  
To  
<catherine.arkle@westyorkshire.pnn.police.uk>  
cc  
Subject  
RE: meeting : NOT PROTECTIVELY MARKED

Thanks for the feedback Cath,

I'm not in Leeds on Thursday I'm afraid.

Could you let me know how many points we will have added on for the incident near the Headrow on 3rd/4th December just so we know where we are at.

Shall we arrange to meet from 29th onwards, or leave until the new year?

I also received your email with regards to boxing day.

Many Thanks

Louise Sharp

General Manager

Gatecrasher Seven

E: [louise@gatecrasher.co.uk](mailto:louise@gatecrasher.co.uk)

Office: 0113 2340853

Gatecrasher Seven

52-54 New Briggate

Leeds LS16NU

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[mailto:[catherine.arkle@westyorkshire.pnn.police.uk](mailto:catherine.arkle@westyorkshire.pnn.police.uk)]

Sent: 21 December 2010 11:49

To: Louise Sharp  
Subject: Re: meeting : NOT PROTECTIVELY MARKED

Louise

That's okay - I didn't confirm a time either

I've had another look at the incidents I mentioned to you from 3rd Dec/4th Dec. The robbery has now turned into a theft so will not appear as points against you as we do not score thefts. The affray still exists. 2 females and a male who attacked another male on the street, seen by Leeds Watch cameras at 04:21. All of the suspects had been in Gatecrasher but I am not sure about the male victim who was assaulted. All of them were intoxicated, especially the male aggressor, who stated he was very drunk. Despite this having happened out on the street, possibly The Headrow junction with New Riggate, Gatecrasher has to take some responsibility for having fed so much alcohol to at least 3 of these people. Bearing in mind the assault/affray did not happen outside Gatecrasher I would not expect you or your staff to be aware of this.

I am not available now until Thursday if you could make it then Do we still need to meet given the above

I have passed the Risk Assessment for 'Movement' to Chief Inspector Francis for his comments. He may suggest police officers should be on the door to back up your door staff - this would entail a cost to you or the promoter. If he does suggest this what are your thoughts please Tiger Tiger are running their event and have paid for officers to be on the door.

Regards

Cath

PC Catherine Arkle  
Divisional Licensing Officer  
City & Holbeck  
Int: x53072  
Tel:0113 2413072  
Fax: 0113 2413123

"Louise Sharp"  
<Louise@gatecrasher.co.uk>  
21/12/2010 11:17  
To  
<catherine.arkle@westyorkshire.pnn.police.uk>  
cc  
Subject  
meeting

Hi Cath,

Sorry I didn't confirm a time for yesterday, and forgot we were meant to be meeting, are you around later today or tomorrow

Louise Sharp

General Manager

tecrasher Seven

E: [louise@gatecrasher.co.uk](mailto:louise@gatecrasher.co.uk)

Office: 0113 2340853

Gatecrasher Seven

52-54 New riggate

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IMAGE

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(See attached file: image001.jpg)

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Case No. CO/5324/2009

Neutral Citation Number: [2009] EWHC 1996 (Admin)  
IN THE HIGH COURT OF JUSTICE  
QUEEN'S BENCH DIVISION  
THE ADMINISTRATIVE COURT

Royal Courts of Justice  
Strand  
London WC2A 2LL

Date: Tuesday, 21 July 2009

**B e f o r e:**

**MR JUSTICE BURTON**

-----

**Between:**

**THE QUEEN ON THE APPLICATION OF HOPE AND GLORY PUBLIC HOUSE  
LTD**

**Claimant**

**v**

**CITY OF WESTMINSTER MAGISTRATES' COURT**

**Defendant**

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**Mr Ian Glen QC and Ms Saima Hanif**(instructed by Jeffrey Green Russell) appeared on behalf of the Claimant

**Mr David Matthias QC** (instructed by Legal Department, Westminster City Council) appeared on behalf of the Defendant

-----  
**J U D G M E N T**



1. **MR JUSTICE BURTON:** This has been the hearing of an application for permission to apply for judicial review, in respect of decisions of District Judge Snow, sitting in the Westminster Magistrates' Court, on 7 May and 30 June 2009.
2. The way in which the application has come before me - in fact over two days - is as follows. There were two proposed Administrative Court actions. The first was the existing claim - CO/5324/2009 - which sought to challenge by way of judicial review a preliminary ruling on 7 May 2009 by the District Judge. I shall return to that later, but I call it the Sagnata point, for reasons that will become clear.
3. The District Judge proceeded to hear the case, in which he had given that preliminary ruling, between 11 and 25 June 2009, giving his reasoned decision on 30 June 2009. There was, subsequent to the issue of proceedings, an indication by the claimant, Hope and Glory Public House Ltd, of an intention to seek a case stated from the District Judge arising out of that substantive decision, on a number of grounds. With a view to the Court's dealing with the application for permission in the existing action, and in the light of the further intention to seek a case stated, the claimant brought an application for a stay of the order made by the Magistrates' Court. For that purpose, there needed to be consideration of the merits both of the existing application and the proposed case stated.
4. The case came on before me last Wednesday, in a list where there were also other cases, being renewed applications for permission, to be dealt with. At that stage, I indicated that if there were to be any hope of persuading me that there should be a stay, Mr Glen QC, for the claimant, would need to render his case as speedily triable as possible, because, if there were a stay, it would be wholly unlikely to be one other than accompanied by an order for an expedited hearing of any trial that was to go forward. More than enthusiastically he adopted that suggestion, by way of indicating that in any event the course that he suggested would short-circuit the need for any separate appeal by way of case stated, particularly at a time when it was far from certain that the District Judge would agree to state such a case, with all the complications that might follow if there were such a refusal. With the assistance of his junior, he reformulated the proposed case stated, in respect of the substantive decision on 30 June 2009, into additional paragraphs of the existing application.
5. Although therefore there is only one application before me, as amended pursuant to my permission last Wednesday, it has been presented by separate arguments, first by reference to the first claim (the Sagnata point), which was the original claim, and related to the preliminary ruling, and then the three, as it turns out, further grounds, now brought in by amendment, which were those which would originally have formed part of the proposed appeal by way of case stated.
6. When the matter came before me on the first occasion, last Wednesday, Mr Glen QC was asked by me whether he was willing to deal with the grant or refusal of permission in open court. On the one hand, it would mean that once again it would be more likely that the matter could be dealt with expeditiously if permission were granted, but, on the other hand, he would lose the opportunity of two bites of the cherry, by way of consideration on paper followed by the opportunity to renew in open court if so

advised. At that stage, he did not feel he had sufficiently fleshed out the application as he would have wished, and he did not then wish to seek permission, but simply to apply for a stay.

7. So far as the second set of grounds is concerned - the original case stated - Mr Matthias QC for the defendant Council was not then ready to deal with the permission in that regard, because the document containing the proposed new summary grounds was only formulated in the course of the hearing. In any event, by virtue of the fact that there been other matters in the list - and this case did not start until shortly before lunch - there was not time to complete the hearing last Wednesday, although the bulk of the argument on the Sagnata point was heard.
8. Having given leave to amend the application for permission and the judicial review application itself, in the way I described, I indicated that there would be time today - just under a week later - in which the whole matter could be dealt with. I invited both parties to agree that I could deal today with the oral application for permission with regard to the all issues, and with the question of stay if permission were granted. Both parties having been given those extra days to prepare to be ready, and having taken that opportunity each to serve further skeleton arguments, that is what they agreed to and that is what has occurred.
9. The claimant, Hope & Glory Public House Ltd, run, among other businesses, a pub called The Endurance, which is situated in Berwick Street, Soho. Both they and a predecessor owner have run The Endurance for some years. On 12 March 2007 the claimant was granted a premises licence permitting it to provide regulated entertainment and late night refreshment, and to supply and sell alcohol.
10. Problems ensued, which have been the basis of the hearing before me, resulting from the fact that the pub became an extremely popular place to drink and to hang out in the evening, particularly between the hours of 6pm and 11pm, outside. That would depend on clement weather, but fortunately over the last couple of years the weather has been kind, and that has become a very popular thing to do for the customers/clientele of The Endurance. No doubt, the business of the claimant has boomed as a result. But it has had a concomitant downside so far as the local residents are concerned.
11. The council has received - I think I am right in saying - more than 75 complaints in relation to noise caused by the outside drinking in the evenings. The bulk of those complaints have come from one person, Miss Schmidt, who lives at 17 Berwick Street (which has four floors of council tenants), just across the road. There is another tenant in those premises, Mr Rigby, who has previously complained, but who has subsequently fitted double glazing and no longer continues his opposition to the outside drinking.
12. As will appear, those two complainants were not alone in relation to their complaints about the claimant, even though Miss Schmidt was the most persistent, and her complaints did constitute the bulk of complaints.

13. The result of the events and of the council's investigation of the noise levels caused by outside drinking was a lengthy series of meetings, discussions and emails between the council and the claimant, in which the council attempted to achieve resolution of the difficulty. It seems that it was exacerbated by the introduction of the smoking ban in July 2007, which encouraged yet more people - who might otherwise have been willing to smoke and therefore drink inside the premises - to join the drinkers outside.
14. Mr Craddock, of the Licensing Inspectorate, was primarily in the vanguard of meetings and discussions with the claimant. Mr Marling on behalf of the claimant seems to have been the main person taking the brunt of the complaints, and dealing with Mr Craddock and others on behalf of the Licensing Inspectorate of the defendant. Mr Marling gave various promises and said that various measures would be taken. So far as the defendant council is concerned, those promises were not kept: insofar as efforts were made by the claimant - it is not suggested there was any bad faith on their part - any such efforts were unsuccessful.
15. There was thus an application brought by the defendant for review of the premises licence, in which the council was contending for the imposition of conditions. The most significant condition - the one which has caused the major problem for the claimant, now that it is in effect, since the dismissal of this appeal, to which I will refer - is that no customers were to be permitted to take drinks from the premises in an open container after 6 pm.
16. The application for review was heard before the Licensing Committee on 26 and 27 June 2008. On 4 July the decision was taken, in a decision letter communicated to the claimant, to impose inter alia the condition to which I have referred. The decision letter included the following paragraphs:

"The application was made on the grounds of public nuisance, and we first considered whether it was established that a public nuisance for the purposes of the Act exists. The evidence we heard was that large numbers of customers of The Endurance congregate on a daily basis outside the public house in Kemp Court in the evening, the numbers involved ranging from very few, (5 to 10) to very many (180 or more). Those customers drinking and talking outside the premises make a noise. The noise is amplified by the configuration of buildings in the area. The noise causes public nuisance to surrounding residents, including, in particular, residents directly opposite the public house.

The licensee argued that the noise was not so bad as to constitute a nuisance, and that the complaints in particular of Ms Schmidt were exaggerated. He called expert evidence in support of that proposition. We are completely satisfied that the noise is indeed a serious nuisance. We take into account in the light of that conclusion the evidence of Mr Craddock, Ms Schmidt, Mr Bradshaw, complaints made by other local residents and, in particular, the evidence of Mr Ken Agnew."

Mr Bradshaw and Mr Agnew - I interpose - are sound experts.

"[Mr Agnew] had visited Ms Schmidt's flat at relevant times. His evidence was that the noise was intrusive, intolerable and prevented the normal use of the property for residential purposes. Some of the evidence called on behalf of the licensee, in particular that of Mr Rigby, only confirmed that a nuisance existed. For those reasons we reject the conclusions of the licensee's noise expert.

It was also argued by the licensee that, even if a noise nuisance existed, outside drinking was a "fundamental civil liberty" that has gone on in Soho for many years and that the commercial effect of preventing outside drinking would be extremely serious. A number of local residents and other customers of the premises gave evidence about the way in which the premises were run, and we accept that the premises are valued by its customers and that a number of people enjoy being able to drink outside. We reject however the argument that a licensee has a fundamental right to, in effect, appropriate a part of the public realm for his own commercial purposes, if the effect of doing so causes serious and public nuisance to his neighbours."

17. The relevant statutory provision for permitting a review of the licence and the imposition of conditions is Section 51 of the Licensing Act 2003.
18. By Section 182 of the same Act, there is provision for the issuing of licensing guidance. The relevant Guidance issued in 2007 which has been considered for the purposes of this hearing is contained in paragraphs 2.32ff under the heading "Public Nuisance". At paragraph 2.33 the Guidance reads:

"Public nuisance is given a statutory meaning in many pieces of legislation. It is however not narrowly defined in the 2003 Act and retains its broad common law meaning. It is important to remember that the prevention of public nuisance could therefore include low-level risk perhaps affecting a few people living locally as well as major disturbance affecting a whole community. It may also include in appropriate circumstances the reduction of the living and working community and environment, interested parties ... in the vicinity of licensed premises."

19. The claimant appealed to the Westminster Magistrates' Court, where District Judge Snow in the event heard the appeal, as I have described. On 7 May 2009 he was asked to - and did - resolve a preliminary issue with regard to the conduct of the case which was to start in the next couple of months. An agreed note of that judgment, delivered on 7 May, is before me. He said:

"The question before me is to determine what is the correct approach to take in hearing this appeal."

20. The judge was referred to the relevant authorities, to which I shall return; the main one is Sagnata Investments Ltd v Norwich Corporation [1971] 2 QB 614, ("Sagnata") by which he considered himself to be bound, a decision of the Court of Appeal. He

referred also to Stepney Borough Council v Joffe [1949] 1 AER 256, in which the judgment of the Divisional Court, given by Lord Goddard CJ, was subsequently approved by the Court of Appeal in Sagnata.

21. The judge's rulings are summarised as follows: that he would –
- (1) note the decision of the Licensing Sub-committee;
  - (2) not lightly reverse their decision;
  - (3) only reverse the decision if he were satisfied it is wrong;
  - (4) ... hear evidence;
  - (5) [conclude that] the correct approach is to consider the promotion of the Licensing Objectives, to look at the Licensing Act 2003, the Guidance made under s182 .... Westminster's Statement of Licensing Policy and any legal authorities;
  - (6) ... not [be] concerned with the way in which the Licensing Sub-committee approached their decision or the process by which it was made. The correct appeal of such issues lies by way of judicial review.
22. The judge at the same time made two procedural decisions. One was that the claimant was to put forward its case first and, secondly, as far as the venue was concerned, arrangements would be made so that - whereas there were only two free days at one particular magistrates' court convenient for the parties - if the case was to take longer, other courts could be used to enable the full period of time necessary to be accommodated. I mention that, because a challenge was originally made by Mr Glen on behalf of the claimant, in the statement of grounds in support of the original application, to that last decision, but it has not been pursued before me.
23. The question of whether it was right to order that the claimant give its evidence first has remained an issue, but is not really, in my judgment, a separate question from that which has formed the basis of the Sagnata point, the central issue in the original application, for reasons I shall now explain. Mr Glen submits that it is normal, on an ordinary criminal appeal from the Magistrates' Court to the Crown Court, for the case to start over again in the Crown Court, with the prosecution going first, to prove its case against a defendant. In this case he submits that it was not right that his client should go first.
24. I am not satisfied that any prejudice in practice was caused by what took place. Mr Glen mentions one or two matters in relation to which he says that because he had called his evidence he was not able to deal with matters that came up in the course of the case for the council. I am not satisfied that it was not possible for him to apply to call evidence in rebuttal in such a situation. He told me that he concluded that he would not do so, and he did not do so. There is no example he has given of any case in which I am satisfied that any prejudice was caused which could not have been cured by an application to call evidence in rebuttal, which was not made.

25. Mr Glen also complains - it is again more in theory than practice - that, given that he had to go first, there was no possibility of any submission of no case to answer or of calling no evidence at the close of the defendant's case, which might otherwise have been available to him. In my judgment this is wholly theoretical, given that, as will be seen, there clearly was strong evidence that there was a public nuisance, with which he had to grapple.
26. I am satisfied that such decision, as to the 'order of play' was (a) a matter of discretion and of case management for the District Judge, in which it is wholly unlikely that any reviewing court would intervene and (b) in any event, given the District Judge's decision on what I am about to describe as the main Sagnata point, in fact the right course, given that in the light of his Sagnata decision (Paragraph (3) of his ruling), he had decided that his approach was to reverse the Licensing Committee's decision if he was satisfied it was wrong; and so he called on the claimant first to satisfy him that the decision was wrong.
27. I turn to whether the issue as to the correctness of the 'Paragraph (3) ruling' is arguable, such as to grant permission for that ground. It is clear that I do not consider that permission should be granted for judicial review in respect of the order of witnesses.
28. Mr Glen's challenge to the Paragraph (3) ruling - "only reverse the decision if he were satisfied it is wrong" - began, if I may say with respect, simplistically by reference to the commentary in Paterson at paragraph 1A.2 under the heading "Rehearing or Review", where Paterson states, at page 1555:

"Under the licensing law in force before the 2003 Act came into effect it had always been accepted that appeals from local authority committees to the magistrates' court (typically in cases concerning public entertainment licenses) and those from the licensing justices to the Crown Court were not merely reviews of the decision reached at first instance but were rehearings de novo."

There is reference to a number of cases, Sagnata, and the decision of the Divisional Court in R (Chief Constable of Lancashire) v Preston CC; [2001] EWHC Admin 928 per Laws LJ and to the Licensing Guidance. The editors of Paterson conclude:

"If this is meant to suggest that the appeal is by way of review rather than rehearing then we believe that to be wrong."

29. Mr Matthias, for the defendant, does not assert, nor did the District Judge decide, that the appeal to District Judge Snow was to be by way of review rather than re-hearing. It was common ground between the parties - and was before the District Judge - that what was to take place before him was to be a rehearing, ie, one in which the evidence would be called afresh, including the opportunity for both parties to adduce additional evidence, whether available before the Licensing Committee or not. That is in accord with the decision in Preston.

30. Mr Glen understandably points out that the hearing before the Licensing Committee - informal and to an extent certainly under much greater pressure of time than was the hearing before the District Judge, which took some five days' evidence to resolve, and therefore in a much shorter time -frame - merited, and rightly merited, much fuller consideration, which would include the bringing of fresh evidence, including expert evidence, on both sides.
31. Mr Matthias submitted before the District Judge successfully - and continued to submit before me - that the issue is not whether the appeal should be a rehearing, but as to the status of the decision of the Licensing Committee. He submits that the District Judge was - and indeed that I am - bound by the authority of the Court of Appeal in Sagnata, to which I will now turn.
32. Sagnata was a case in which there was a suggestion, on appeal, that the appeal body - in that case a recorder - should, first of all, not rehear the matter in full and, secondly, be free to depart from the conclusion of the local authority. It was, as Mr Glen pointed out, a policy case, the local authority having adopted in that case a general policy not to permit amusement arcades. It was therefore all the more significant that in that case it should be emphasised that the court should be slow to depart from a decision of a local authority, where that decision was based upon a settled policy locally negotiated and voted upon. This case - it is common ground - does not depend on policy; it was a decision of fact by the Licensing Committee, in deciding whether to impose conditions, that - as a matter of mixed fact and law - there was a public nuisance being caused and therefore that conditions had to be imposed. It is common ground that there is no policy in effect unsympathetic to outside drinking per se.
33. The decision of Edmund Davies LJ was quite firm, that the appeal was one which was a complete appeal, to include fresh evidence. At page 633 E-F, he recited a question which had been raised by Lord Denning MR in the course of argument. I interpose that in the event Lord Denning MR was in the minority, because Phillimore LJ agreed with Edmund Davies LJ.
34. "Lord Denning MR summarised the issue in this way:
- 'Is the hearing to be treated as a new trial to be determined on evidence de novo, without being influenced by what the local authority has done? Or is the hearing to be treated as an appeal proper in which the local authority's decision is to be regarded as of considerable weight and is not to be reversed unless their decision is technically wrong?'"
- Edmund Davies LJ continued:
- "With profound respect, however, I do not think that this is the proper antithesis, and I shall seek to show that there is a half-way house between these two approaches."
35. It is quite plain to me, as submitted by Mr Matthias, that when Lord Denning referred to "an appeal proper" he meant an appeal in the ordinary sense of an appeal, as familiar

to the Court of Appeal, in which there would be no rehearing of evidence, but a reconsideration of fact and law by reference to evidence given below.

36. Neither of these two solutions appealed to Edmund Davies LJ, as will be seen. What he concluded, by approving at 636 a lengthy passage from the judgment of Lord Goddard CJ at 602 in the Stepney case, to which I have referred, was that the appeal in such a case from the decision of the local authority must be - and is - a complete rehearing de novo, not an 'appeal proper' and certainly not a judicial review, much more than that.
37. He then went on to deal with the basis upon which such a completely fresh appeal - based on fresh evidence if appropriate - was to be approached. Edmund Davies LJ approved in terms at 637B the passage in Stepney with which Lord Goddard, in the Divisional Court, concluded his views, as to there being a completely fresh appeal:

"That does not mean to say that the court of appeal [in this case the District Judge] ought not to pay great attention to the fact that the duly constituted and elected local authority have come to an opinion on the matter and ought not lightly, of course, to reverse their opinion."

I interpose to say that if Goddard CJ, and consequently Edmund Davies LJ, had ended there, that would have supported, indeed constituted, the submission of Mr Glen before me, namely that the approach should be that due respect should be paid to the decision below.

38. However, Goddard CJ in the original Stepney judgment did not stop there, but took out what might be called "a wagging finger" in order, in my judgment, to lay down very firmly a guideline under which such appeals must be carried out and which, as I have indicated, was approved by the majority of the Court of Appeal in Sagnata. Lord Goddard said:

"It is constantly said (although I am not sure that it is always sufficiently remembered) that the function of a court of appeal is to exercise its power when it is satisfied that the judgment below is wrong, not merely because it is not satisfied that the judgment was right."

39. It is those words which the District Judge in this case adopted, and which he included in his Paragraph (3) ruling, and accordingly by which he then operated the case before him, when it came on two months later.
40. I do not accept Mr Glen's submission that this means that, in effect, there was not an appeal de novo, or indeed that any words of Paterson have any bearing on it. It is a fresh appeal with fresh evidence. However there is this caveat, this stricture, this limitation, imposed by the Court of Appeal and the Divisional Court, both of which are binding upon me, that the conclusion of (in this case) the District Judge, having heard all the evidence, including fresh evidence, will be whether, in the exercise of considering the appeal, he is satisfied that the judgment below is wrong.
41. I do not conclude that this in any way offends against Article 6, as was submitted in writing - although not orally - by Mr Glen, nor that there is any contradiction between



that and this being an appeal on fresh evidence. Nor do I conclude that the words of Lord Goddard are in any way restricted to a case in which policy is at stake. His words are quite clear and quite general.

42. One submission that Mr Glen made which requires pause for thought is his pointing out that, because fresh evidence is to be allowed on both sides, there may be a situation in which the appellate court will come to a conclusion on the evidence which will be different from the conclusion of the lower court by virtue of that fresh evidence, and which might not mean that the lower court judgment was wrong. Of course it may often happen, when fresh evidence is given, that the appellate court will come to a conclusion, on information available to it which is different from that which was available to the court below, which differs from the court below but only because of the fresh evidence.
43. I conclude that the words of Lord Goddard approved by Edmund Davies LJ are very carefully chosen. What the appellate court will have to do is to be satisfied that the judgment below "is wrong", that is to reach its conclusion on the basis of the evidence before it and then to conclude that the judgment below is wrong, even if it was not wrong at the time. That is what this District Judge was prepared to do by allowing fresh evidence in, on both sides.
44. The onus still remains on the claimant, hence the correct decision that the claimant should start, one that cannot be challenged as I have indicated.
45. At the end of the day, the decision before the District Judge is whether the decision of the Licensing Committee is wrong. Mr Glen has submitted that the word "wrong" is difficult to understand or, at any rate, insufficiently clarified. What does it mean? It is plainly not 'Wednesbury unreasonable' because this is not a question of judicial review. It means that the task for the District Judge - having heard the evidence which is now before him, and specifically addressing the decision of the court below - is to give a decision whether, because he disagrees with the decision below in the light of the evidence before him, it is therefore wrong. What he is not doing is either, on the one hand, ignoring the decision below, or, on the other hand, simply paying regard to it. He is addressing whether it is wrong. I do not see any difficulty, nor did the District Judge, in following this course.
46. It does not, in my judgment, mean, as Mr Glen submits, that he effectively came into the Magistrates' Court at the outset of this hearing with one hand tied behind his back, with some kind of lack of independence on the part of the District Judge or, as at one stage seemed to be suggested, with the words of Dante's Inferno written over the court door 'Abandon hope all ye who enter here'.
47. In my judgment, the District Judge was carrying out his correct task in the light of the authorities. I do not find that it is arguable that his decision was wrong. In any event, the District Judge - as I shall further consider - carried out a very full exercise in considering the evidence and reaching conclusions about it. At the end of his judgment, he stated as follows:

"On 7 May 2009 I set out that I would only interfere with the decision of the sub-committee if I was satisfied that it was wrong. In fact I am satisfied that it was right."

Indeed in addressing the conditions, he concluded:

"The conditions imposed by the Licensing Sub-committee are necessary and proportionate to ensure the promotion of the Licensing Objectives."

It would in my judgment, given the detailed reasons with which he accompanied the judgment, have made no difference whatever if he had instead said, "The conditions proposed by the Westminster Council are necessary and proportionate to ensure the promotion of the Licensing Objectives".

48. Even if I were, therefore, persuaded - which I am not - that there was some inappropriate approach by the District Judge, I am satisfied that it makes no difference, that he gave full consideration to the evidence, and came to a conclusion agreeing with that of the Licensing Committee. Consequently I do not consider the application for judicial review from the District Judge's decision of 7 May to be arguable.
49. I turn to the additional points which were originally intended to be by way of case stated. The most significant point, so far as Mr Glen's argument is concerned, the one at the forefront, is that in his view paragraph 2.33 of the Guidance (which I read earlier in this judgment) is wrong in law. There is no doubt that the District Judge followed that guidance, because he expressly says so, in paragraph 3 of his fully reasoned judgment. He sets out the Guidance and then says: "I have adopted this Guidance."

He then turns to whether the nuisance amounts to a public nuisance:

"I have already found that noise nuisance was caused, by the patrons of The Endurance gathered in Kemps Court to Miss Schmidt, at 17b Berwick Street, and to Miss Rhys-Jenkins Bailey and her students at Westminster College on Hopkins Street. In addition, I note that although they have not given evidence before me, complaints were made about noise caused by the customers of Kemps Court by Tamara Berton of 17 Berwick Street, Mr Estranero of Ingestre Court and at least one other person who has not been identified had made complaint. In addition Walter Rigby had made a complaint.

I find, on the balance of probabilities, that given the number of residents, students and teachers affected and given the geographical spread, the nuisance clearly is a public nuisance."

50. The reason why Mr Glen submits that paragraph 2.33 of the Guidance is incorrect (and therefore submitted to be unlawful) seems from his complaint about one sentence in it. As will be recalled from the quotation above, paragraph 2.33 of the Guidance purports to point out that a public nuisance can vary between what one might call a colossal nuisance - ie, "a major disturbance affecting the public community" - down to a less significant nuisance "perhaps affecting a few people living locally". He says that it is

that sentence which drove the District Judge into error, and which should not be contained in the Guidance, not because it is not perfectly fair to explain that public nuisance can vary widely in effect, but because a nuisance which is only "low-level", "affecting a few people who live locally" is not, in law, he submits, a public nuisance.

51. Mr Matthias, first, supports the Guidance but, secondly, and in any event, submits that, on the findings of fact by the District Judge, this was not a low-level public nuisance, perhaps affecting a few people living locally, but a serious nuisance with a relatively wide area of effect.
52. Mr Glen submits that the guidance is wrong because it does not reflect the words of Denning LJ in Attorney-General v P.Y.A. Quarries Ltd. The words of Romer LJ in P.Y.A. Quarries are generally regarded as the locus classicus for the description of public nuisance. He said this, at page 184:

"I do not propose to attempt a more precise definition of public nuisance than those which emerge from the textbooks and authorities to which I have referred. It is, however, clear, in my opinion, that any nuisance is "public" which materially affects the reasonable comfort and convenience of life of a class of Her Majesty's subjects. The sphere of the nuisance may be described generally as "the neighbourhood"; but the question whether the local community within that sphere comprises a sufficient number of persons to constitute a class of the public is a question of fact in every case. It is not necessary, in my judgment, to prove that every member of the class has been injuriously affected; it is sufficient to show the representative cross-section of the class has been so affected for an injunction to be issued."

53. In that case, in which Romer LJ gave the first judgment, Denning LJ and Parker LJ were also sitting. Parker LJ agreed with both judgments. Denning LJ began by agreeing with Romer LJ's judgment and saying that he had little to add. He continued at 190 that the classic difference between a public and private nuisance is that -

"a public nuisance affects Her Majesty's subjects generally, whereas a private nuisance only affects particular individuals. But this does not help much. The question, "When do a number of individuals become Her Majesty's subjects generally?" is as difficult to answer as the question "When does a group of people become a crowd?" Everyone has his own views. Even the answer "Two's company, three's a crowd" will not command the assent of those present unless they first agree on "which two". So here I decline to answer the question how many people are necessary to make up Her Majesty's subjects generally. I prefer to look to the reason of the thing and to say that a public nuisance is a nuisance which is so widespread in its range or so indiscriminate in its effect that it would not be reasonable to expect one person to take proceedings on his own responsibility to put a stop to it, but that it should be taken on the responsibility of the community at large."

54. In the recent House of Lords' decision in R v Rimmington, R v Goldstein [2005] UKHL 63 there was considerable discussion of the tort of common nuisance. The facts of that case are a long way from the kind of nuisance that was being considered in P.Y.A. Quarries, and certainly in this case, because it related to one person sending packages to a large number of different individuals, each of which was subjected to embarrassment and upset by each separate package.
55. The conclusion was that it would not amount to a public nuisance, because the actions of Mr Rimmington did not cause a common injury to a section of the public. Lord Bingham set out a very learned history of the tort of public nuisance. Inevitably, P.Y.A. Quarries featured in that history, at paragraph 18 of Lord Bingham's speech, where he said that it was the leading modern authority on public nuisance.
56. Lord Bingham cited Romer LJ's judgment, to which I have referred as the locus classicus, and plainly did so with approval, although, because he was carrying out an overview of the history of nuisance, it was not his purpose to go through and approve every single judgment that he mentioned in his speech. He certainly plainly regarded it as central in the history of public nuisance. He referred to Denning LJ and to what he called his "conventional differentiation" between public and private nuisance (at page 190, which I have cited). He said that Denning LJ went on (at page 191) to add the passage which I have also cited, and on which Mr Glen relies, with regard to the nuisance being "widespread" and "indiscriminate". Lord Bingham recited that passage without any kind of disapproval.
57. Lord Rodger however did refer to the passage of Denning LJ without approval. He said (at paragraph 44):
- "I therefore doubt whether, in a criminal context at least, it is of much help to follow Denning LJ in the civil case of Attorney General v P.Y.A. Quarries Ltd ... and to seek to identify a public nuisance by asking whether the nuisance is so widespread in its range or so indiscriminate in its effect that it would not be reasonable to expect one person to take proceedings on his own responsibility to put a stop to it."
- He concluded that there were various ways to define the scope of public nuisance, and plainly did not think that Denning LJ's attempt was one of them.
58. Baroness Hale concentrated more on the issue that was actually before the House of Lords, and concluded (at paragraph 58) that public nuisance was the suffering of common injury by members of the public by interference with rights enjoyed by them as such.
59. Both Denning LJ and Romer LJ, in the two passages that I have read (at pages 184 and 190-1) quite plainly conclude at the end of the day that what is a public nuisance is a question of fact, namely and in particular whether, by reference to Romer LJ, there is effect on a sufficiently large number of members of the public by reference to one act or a series of acts, or, by reference to Denning LJ, such effect was sufficiently widespread or indiscriminate.

60. That decision of fact falls to be made by - in this case, on appeal from the Licensing Committee (which itself expressed views, which I have recited, in the decision letter) - the District Judge.
61. In the light of the words of Romer LJ, and the lack of approval of Denning LJ by Lord Rodger in the House of Lords, I do not read Denning LJ's words as meaning that the effect of the public nuisance must be very indiscriminate or very widespread. It simply needs to be sufficiently widespread and sufficiently indiscriminate to amount to something more than private nuisance.
62. Mr Glen submits that because the majority of complaints come from one set of premises - and indeed one tenant in those premises - in reality this was a private nuisance, even if one throws in for good measure Mr Rigby, who ceased to complain once the double glazing was put in and he became friendly with the claimant, and even if one also throws in the complainant in writing Mrs Berton, whose evidence was not accepted by the Licensing Committee; all coming from one set of premises where there were separate council tenants, such that in effect therefore this should be seen as a private nuisance rather than a public nuisance. Albeit, as Mr Matthias submits, late in the day (ie, towards the end of the hearing before the District Judge), this was an issue which was plainly raised by Mr Glen before the District Judge.
63. It is plain to me that the District Judge had the question in mind, as indeed did the Licensing Committee - albeit the authorities were not brought to its attention - in their conclusions as to the serious nature of the noise nuisance, not limited to the impact on Ms Schmidt. It may be for that reason that the evidence was adduced before the District Judge, much more extensively than before the Licensing Committee, from sound experts.
64. The conclusions of the District Judge I have already read. I am satisfied that the District Judge correctly applied the law. Insofar as he applied the Guidance, the Guidance itself is not unlawful, and in any event it is made quite plain that the nuisance could vary in its effect, and the District Judge concluded that this was a nuisance which was higher on the scale than something that fell within the category of simply a private nuisance, and that noise nuisance was caused not simply to Ms Schmidt, on the evidence before him.
65. I do not conclude that it is arguable that there was an error of law either by virtue of the District Judge's following of the Guidance or a misapplication of P.Y.A. Quarries so as to take account of Romer LJ but not the dicta of Denning LJ.
66. I turn to two supplementary and subsidiary arguments, which Mr Glen put forward to seek to support a case that he has an arguable application for judicial review. The first argument is that he submits that the District Judge did not apply the well known approach, which is best expressed in Sturges v Bridgman [1879] 11 Ch.D. 852 - where private nuisance was in question but, by virtue of the District Judge's conclusion that there was a public nuisance, the same principle applies - namely that before there can be a finding of nuisance the approach ought to be adopted which so felicitously captures the era, in the words of Theisger LJ in Sturges v Bridgman when he said -

"What might be a nuisance in Belgrave Square would not be a nuisance in Bermondsey."

67. Mr Glen submits that the case that he forcefully put before the District Judge did not get any or any proper consideration, namely that Soho is a very noisy place, full of entertainment centres, such as that of his client, and that an inappropriately high standard of expectation was applied to the noise outside his client's pub, which did not take into account the fact that Soho has a high ambient noise, and that residents of Soho ought to be expected to put up with such noise.
68. Mr Matthias does not accept that the District Judge failed to address this point. He submits that the District Judge quite plainly had it in mind by reference to a number of passages in the judgment, to which I shall return. But, in any event, he submits that such an approach to Sturges v Bridgman does not do the argument as to what nuisance is proper justice.
69. Mr Matthias referred to the subsequent Court of Appeal decision in Rushmer v Polsue & Alfieri Ltd [1906] 1 Ch 234, and in particular the judgment of Cozens-Hardy LJ at pages 249-250. After citing Thesiger LJ, Cozens-Hardy LJ continued:

"But whatever the standard of comfort in a particular district may be, I think the addition of a fresh noise caused by the defendant's works may be so substantial as to create a legal nuisance. It does not follow that because I live, say, in the manufacturing part of Sheffield I cannot complain if a steam-hammer is introduced next door, and so worked as to render sleep at night almost impossible, although previously to its introduction my house was a reasonably comfortable abode, having regard to the local standard; and it would be no answer to say that the steam-hammer is of the most modern approved pattern and is reasonably worked. In short, if a substantial addition is found as a fact in any particular case, it is no answer to say that the neighbourhood is noisy, and the defendant's machinery is of first-class character."

That must make sense.

70. Thesiger LJ was not saying that no one in Bermondsey could ever complain of nuisance. He was, no doubt, saying that the expectation of someone living in Bermondsey was of a higher degree of ambient noise than the residents of Belgravia. But if the noise in Bermondsey where the complainants live is way in excess of the ordinary ambient noise in Bermondsey, and amounts to something far greater than can be endured, then the Bermondsey residents will be entitled to claim that there is a private or public nuisance.
71. Before I consider the decision that was made by the District Judge, I must in this context consider a particular point that Mr Glen makes in relation to a ruling made by the District Judge, on the second day of the hearing. This was noted down by the solicitor for the Council in shorthand, and it was not similarly so recorded by the solicitor for the claimant who however, very diligently, did his best to get it down

although, in my judgment, not as fully, for obvious reasons, by tapping it into his blackberry. I had the privilege of being able to compare (for the first time in my experience) a note on the blackberry with the content of a note typed up from the shorthand notes to which I have referred. I am entirely satisfied - not least because of the close similarity between the two - that the shorthand note, which is much fuller, is the accurate record. It is that record which I adopt.

72. The District Judge's note is as follows:

"The issue that I have to consider in this appeal is whether the decision of the Sub-Committee was wrong, in that it fails to promote the Licensing Objectives in relation to these premises. The question of equity in relation to other premises cannot form part, in my judgment, of my deliberations. I am solely concerned with the Licensing Objectives in relation to these premises. The Licensing Objectives take into account policy, guidance and case law. So I am afraid whether the other premises are badly run or well run cannot affect the decision that I have to take, and I am not prepared to hear evidence in relation to other premises except so far as is relevant to this appeal and I can see it may be relevant in relation to whether or not the noise complaint emanates from other premises. That is my decision."

73. It is quite plain that the context in which the ruling is being made was one in which Mr Glen, on behalf of his client, was wishing, perfectly understandably, to complain, on the basis of the evidence available to him, that other pubs were being allowed to get away with it - similar activity - without steps being taken against them. It was that which was dealt with by the District Judge in the first part of his ruling. He also made it clear however that it would leave open the fact that, if the noise which was said to come from this pub was in fact coming from another pub, such must be relevant.
74. There was nothing said specifically in this ruling about the issue of ambient noise in Soho. The fact is that experts' reports had been served on both sides, which included, and I have seen, evidence called by the defendant Council which plotted spots in the vicinity of the claimant's pub showing, as it happens, on the evidence of the defendant's expert, a considerably higher decibel level near and at the premises of the claimant than at other premises, including other pubs. Such expert evidence was served and exchanged many months before the hearing, and it is plain that some of that evidence is addressed by the District Judge in his judgment: and Mr Glen was also permitted to cross-examine the Council witness by reference to something called the Soho Noise Survey.
75. Mr Glen says he had a witness, Mr Watson, present whom he let go - although he was reminded that this was only after he had given evidence; but "let go", as was subsequently explained, without having dealt with a case as to ambient noise, in the light, as Mr Glen now submits, of the ruling to which I have referred. Once again I suspect however that the fact is that he did not perhaps make the point which was there available, namely that in the experts' reports and also in the evidence of the defendant's witnesses, the case was being made that this pub's outside customers were louder than

others', so that he was positively entitled to cross-examine on the Survey, and could have produced any further evidence if so desired. He says he did make a further submission at one stage to see if he could move the ruling on, but again I am not satisfied that was a submission, or a ruling out, of the simple point, namely whether ambient noise around this pub in the evening was very considerably higher than during the day, or than it was in local streets, including streets with other pubs in them, at the same time of the evening.

76. I do not conclude that there is an arguable case in any way that the claimant was inhibited by a ruling which was, in my judgment, in any event, correct in the terms in which it was given.
77. I return to whether, in the light of that ruling or otherwise, the District Judge did consider what one might call the Belgravia/Bermondsey point. Equally, Cozens-Hardy LJ in Rushmer would either have to consider whether the noise nuisance or noise effect of this pub did make a substantial addition to an albeit otherwise noisy neighbourhood. I am satisfied that there are substantial passages in the decision of the District Judge which make plain that that was well in his mind. The District Judge referred at the outset of the judgment to Berwick Street being undoubtedly "a vibrant part of Central London", including no doubt, on the evidence before him, 'vibrating' with noise outside pubs.
78. The District Judge referred to the evidence of the defendant's environmental health officer, that he could, from Ms Schmidt's flat, hear the noise and loud talking and laughter which was extremely intrusive even with the double glazing windows shut; with the windows open, it was unbearable.
79. The assessment by Mr Hepworth, the claimant's expert, was cited, including his description that the site location was in a busy entertainment area of Central London.
80. The evidence which the District Judge found persuasive was as to the increase in decibels over ambient noise during the hours of 6 pm and 11 pm in the evening. The judge records that the claimant's own expert accepted that there was a six decibel increase in noise around the time, which was a noticeable increase. Having said that he was satisfied that Miss Schmidt was not unusually sensitive, or a serial complainer, and suffered significant nuisance, he recorded the evidence of Miss Bailey, in which she accepted that Soho was a noisy area and that some degree of disturbance should be anticipated, but the conclusion was that the noise she suffered was not tolerable.
81. Mr Agnew, the environmental health officer, gave evidence: it was recorded that the noise diminished in both directions the further he moved away from the premises.
82. In order to challenge the decision of the District Judge on this ground the claimant must establish an arguable case either that he was Wednesbury unreasonable or erred in law in failing to address this issue, or that in some way he fettered himself in doing so by an unlawful ruling. I am not satisfied that such case is arguable. I am satisfied that the District Judge very carefully considered the real question in the case, namely whether the noise that there undoubtedly was from this pub exceeded by a very long way indeed



anything that can be called tolerable, and not just tolerable by one or two members of the public or local residents.

83. I turn finally to whether the last of Mr Glen's points is arguable. He submits that there is a requirement for proportionality in the consideration of the imposition of conditions. He referred to paragraph 2.35 of the Guidance and, by way of example, to R (Bristol Council) v Bristol Magistrates' Court [2009] EWHC 625 (Admin), a decision of Mr John Howell QC (sitting as a Deputy Judge of the High Court). It is always right that the court should consider whether the body in question which imposed, in this case, conditions, carefully considered what alternative steps there were, and the consequences of the course of action they were taking.
84. I am satisfied that the District Judge properly considered this issue. He referred in his judgment to the steps that had been taken prior to the issue of the original application for review by the defendant to seek to resolve matters short of issuing that application (to which I have referred). Consequently alternatives were plainly considered.
85. Mr Glen made submissions in writing that some steps ought to have been taken by the defendant rather than those that they did take, under the Environmental Protection Act 1990. But when challenged by Mr Matthias to say what precise steps he had in mind, given the absence of any power of the authority to take steps as he submitted, in relation to people on the highway, such as were gathering outside the pub, Mr Glen was unable to point to any power the defendant could have exercised, and effectively did not pursue the point.
86. The only argument which he put forward on this question of proportionality was to complain that the District Judge did not consider whether the condition which he imposed, and which is challenged, was one that could have been limited to something less than the hours of between 6 pm and 11 pm; Mr Glen submitted perhaps 7 pm to 11 pm.
87. The fact, in my judgment, is that it is quite plain from the judgment that the District Judge did consider the issues of proportionality, did appreciate the economic consequence for the claimant, and refers to it, but had before him evidence - in the light not only of the defendant's sound expert but the evidence of the claimant's sound expert also - that the high point of the noise was indeed between 6 pm and 11 pm. There was therefore justification for the imposition of a condition, once a condition was to be imposed, in respect of the entirety of the period which was causing the public nuisance which the District Judge found. I do not conclude that there is an arguable case on this either.
88. In those circumstances I dismiss the applications for permission. The question of stay does not therefore arise and that application is dismissed.
89. MR GLEN: My Lord, at this late hour would you consider leave to appeal?

90. MR JUSTICE BURTON: I do not think that you need it, Mr Glen, do you? I think the position is what you do is renew your application to the Court of Appeal. It is not for me.
91. MR GLEN: I thought that had been "Woolfed".
92. MR JUSTICE BURTON: No. I do not think it has changed. I think you go to the Court of Appeal. If they are interested, then they will grant you a stay.
93. MR GLEN: I understand.
94. MR JUSTICE BURTON: I am not proposing to grant a stay pending your application; you have not asked me.
95. MR GLEN: I did not expect that.
96. MR MATTHIAS: We are grateful to you for sitting late and concluding this matter today. I have an application for costs.
97. MR JUSTICE BURTON: I had been going to HM Garden Party this afternoon. I seem to have lost the opportunity.
98. MR MATTHIAS: I am very sorry. We are very grateful. There were two schedules of costs. I pass one to you and one to my friend.
99. MR JUSTICE BURTON: (To Mr Glen) If you are going to go to the Court of Appeal you will need a transcript.
100. MR GLEN: Yes.
101. MR JUSTICE BURTON: I am thinking of the pressure on the transcript writers.
102. MR GLEN: Yes, we will need a transcript.
103. MR JUSTICE BURTON: I am sorry to be a problem but I had better order an expedited transcript.
104. MR GLEN: Thank you.
105. MR JUSTICE BURTON: Quite apart from your own desire, I am sure, to get to the Court of Appeal soonish, I am facing the end of term and so if I am to approve the judgement it is going to have to be with me by next Tuesday.
106. MR GLEN: Next Tuesday is 23rd.
107. MR JUSTICE BURTON: If the transcript can be with me on Monday I can approve it in time for you to have it next week.
108. MR GLEN: Thank you.

109. MR MATTHIAS: The smaller of the two schedules relates to settling the grounds of opposition for the judicial review claim form. The larger of the two relates to the two hearings we have had before my Lord, last week and today.
110. MR JUSTICE BURTON: How do we differentiate between that? The fact is you are entitled to the costs of the acknowledgement of service and that is what you say is the smaller of the two.
111. MR MATTHIAS: Yes.
112. MR JUSTICE BURTON: What began as an application for a stay burgeoned because I needed to consider the merits in order to decide the say. Then it became additionally an application for permission. You are not supposed to get your costs when opposing permission over and above the acknowledgement of service.
113. MR MATTHIAS: That is on the basis - - this is analogous to the situation where the application for permission is renewed.
114. MR JUSTICE BURTON: Yes, exactly, yes, I follow.
115. MR MATTHIAS: on such an application if it is acceptable one is entitled to one's costs. Over and above that of course, the principal reason why we came to court last week and why we came back to court - the principal reason was our opposition to the stay.
116. MR JUSTICE BURTON: How are we doing on costs? You have 2,600 on acknowledgement of service and 10,000 for the various hearings.
117. MR MATTHIAS: It comes to 12,798.
118. MR JUSTICE BURTON: (To Mr Glen) Have you a schedule?
119. MR GLEN: Yes.
120. MR JUSTICE BURTON: How does it compare?
121. MR GLEN: I am here for next to nothing.
122. MR JUSTICE BURTON: I am sorry to hear that. Have you anything to say, first, on the substance of it? Do they get their costs?
123. MR GLEN: No. Last week we were keen to get a case stated and we have a right to a case stated.
124. MR JUSTICE BURTON: You would not necessarily have got a ruling. You say you have a right to it. If the District Judge had said no, which he could have done, and in the light of my judgment he might have formed the same view, then you would have difficulty. It does not stop you, but you have problems.

125. MR GLEN: There is an entitlement to a particular type of case stated, namely one which requires him to set out the evidence and say whether there was public nuisance. That is what we had in mind. And he would have been obliged to attach - - - - -
126. MR JUSTICE BURTON: You might have had to - - - - -
127. MR GLEN: In the spirit of getting on with things we gave that up. It grew into a permission application. It was not a renewal. We gave up the right to be considered on the papers at the same time. What this is effectively is the normal situation where if you are appear to oppose the first application for permission you do not get costs related to that. Therefore we would submit that although the first document covered the period last week - - - - -
128. MR JUSTICE BURTON: That is the acknowledgement of service. I do not think that is the hearing last week which is all right.
129. MR GLEN: It is not a renewed application. We were listed for an hour-and-a-half.
130. MR JUSTICE BURTON: Once you had your new ground we would not have finished.
131. MR GLEN: We had two days set aside in October. We had our eyes on those. We were hoping by agreement - - - - -
132. MR JUSTICE BURTON: I do not think that the permission application added much to the stay, because if I had decided - and had been invited to decide for the purposes of this stay that you had no arguable case, it would have come to the same effect. I would have delivered a judgment saying no arguable case and you would submit and still have your chance for permission, but no other judge would have been likely to give you permission if I decided that there was no arguable case.
133. MR GLEN: The only matter before you last Wednesday was whether there was anything in our appeal - the Sagnata point - and whether there was enough in it to hang a stay order upon until October.
134. MR JUSTICE BURTON: I have concluded there is not.
135. MR GLEN: Yes, you have. A lot of today's costs have arisen from the sudden acceleration of our very first - not renewed - application for permission which we think we are bringing in the interest of justice. This is a public authority. They are claiming £85,000 in costs for the District Judge hearing.
136. MR JUSTICE BURTON: I do not know about that. This is a different kettle of fish here.
137. MR GLEN: It is. But from our client's point of view, that should be borne in mind. It is not as if they have to find a solicitor. They have Haley Davis, who is one of their employees.

138. MR JUSTICE BURTON: Let us come to quantum. In terms of principle, unless there is anything more you want, I feel in principle these really are the costs of the stay application. I cannot see that there is anything extra which has been incurred. It was, sensibly, turning into the application for permission.
139. MR GLEN: It flows from where we were last week.
140. MR JUSTICE BURTON: One's gut feeling is that if you have an arguable case, by hook or by crook, one wants a stay for the opportunity, so long as it is not too long. Then because Mr Matthias said you did not have an arguable case, we had to resolve it. I concluded that you do not. All I am saying is I do not think that the fact that procedurally you turned this into a permission application actually added to the costs.
141. MR GLEN: Bringing it from the case stated to judicial review the extra grounds argued about nuisance and so on - - - - -
142. MR JUSTICE BURTON: That amendment cost you a few bob, but not a lot because it was done commendably quickly.
143. MR GLEN: We say it is excessive. There is no need to charge £189 per hour.
144. MR JUSTICE BURTON: Let us come to quantum. I am against you on the principle. On this, unless the two schedules are pretty identical, my normal practice is to make an interim order because I am always reluctant to give too much or too little. I find if one makes a substantial interim order it very rarely troubles the costs judge thereafter because solicitors can be very sensible. You are attacking the quantum of £189 per hour, not that that makes a great deal of difference to the sum. It can knock a £1,000.
145. MR GLEN: They are charging up their own solicitor.
146. MR JUSTICE BURTON: I think they are entitled to do that.
147. MR GLEN: It is £189. She is not qualified.
148. MR JUSTICE BURTON: She is not qualified.
149. MR MATTHIAS: The lady is not a qualified solicitor, but the job that she does, for all intents and purposes, amounts to the same and I am instructed that this is the appropriate rate for person of that - - - - -
150. MR JUSTICE BURTON: I am sure it may be. (To Mr Glen) You are attacking that. Even assuming I knock it in half, that is £300, £400. Let us assume we knock off £1,200 for interim purposes so you can argue about it somewhere else, is there anywhere else you can knock it down?
151. MR GLEN: There are two fees for drafting by Mr Matthias, £7,000 - - - - -
152. MR JUSTICE BURTON: One is a first brief fee.

153. MR GLEN: I am sorry, I am reading it too quickly.
154. MR JUSTICE BURTON: I am sure yours is much less in the light of what you told me, but it does not look a large bill. If I make an interim order for £8,500 you can argue about it.
155. MR GLEN: Yes.
156. MR MATTHIAS: It is entirely a matter for my Lord.
157. MR JUSTICE BURTON: I will make an interim order for £8,500, to be paid - within 21 days?
158. MR GLEN: I have no one here from whom I can take instructions.
159. MR JUSTICE BURTON: It is normally 14 days, I think.
160. MR MATTHIAS: Is that in respect of both bills?
161. MR JUSTICE BURTON: No, that is this one. This one, I did not think there was any challenge. Do you want to have a go? I suppose there is a similar challenge.
162. MR GLEN: Yes.
163. MR JUSTICE BURTON: If I say £8,500 on the one and £2,000 on the other makes £10,500 interim order and the balance to be assessed if not agreed.
164. MR MATTHIAS: I am obliged.
165. MR JUSTICE BURTON: £10,500. You have no instructions to agree to 21 days.
166. MR GLEN: I have not. As long as possible - 28 days?
167. MR MATTHIAS: Yes, 28 days.
168. MR JUSTICE BURTON: Thank you. I had better hand back the largest bundles.

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# Gatecrasher SECURITY MANAGEMENT

This manual contains the company's Security Policies and Documents; it should be read and adhered to by all members of Management and the Head Doorman of each venue. The policies will be strictly enforced by the company and it is the General Managers responsibility to ensure that these procedures are followed.

Adrian Swain.  
Operations Director.



# **Gatecrasher SECURITY MANAGEMENT**

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# 1. General Security Operating Policies

## a. Incident Reports

The Gatecrasher clubs and bars Ltd Incident reporting policy must be adhered to at all times. All Serious Incidents must be reported to the Operations Director immediately and all other Incidents must be reported within 24 hours of the incident.

It is essential that details of all parties involved are included on the report, as well as details of any visiting Authority, such as Police Officers, Fire Officers, Environmental Health Officers, Trading Standards Officers and SIA Inspectors. Always note their name and number on the report.

Each venue will provide an Incident Note Book at Front of House, in order that details can be booked down of any incident by door staff, prior to a Company Incident Report being completed. It is the Head Doorman's responsibility to ensure this book is completed and kept up to date.

## b. Police Liaison

Unit Managers should be in discussion with Police and Licensing Officers on a monthly basis. However, if problems are highlighted by the Police, this must revert to weekly contact. You should check during these discussions whether the Police have any problems with your door staff, management or the venue or if there are growing concerns about increases in violence etc. in general. The more information we have the better and also the more frequently you talk to the Police, the better relationship you will develop with them.

Details of these discussions should be reported on an incident report including who you spoke to, when and what was said. Be honest, if the Police have an issue; report it so that Executives can help manage it, before it becomes a big problem.

The Operations Director must liaise with the Licensing Police in each location at least quarterly and a report should be sent to the Managing Director.

## c. Door Staff

We employ a number of different agencies at our venues – they are responsible for providing the requested number of staff to our venues, on the days we need them. All negotiations on pay rates will be made by the Operations Director, in consultation with the Managing Director and Unit General Managers. These contracted rates should not change and it is the unit General Managers responsibility to ensure that the weekly invoice for staff, matches the agreed rates and hours requested.

A uniform will be agreed for each of our venues, but generally this will be Black Blazer, Agency Tie, Shirt (colour to be determined), Black Trousers, Socks and Shoes.

All Front of House Staff will be required to wear High Visibility Coats, which will be numbered to correspond with Issued Radio Numbers and will contain a plastic see through pouch, in which to place the Door Persons SIA Badge.

Internal Door Persons or Stewards will wear High Visibility Arm Bands, which will again contain a see through pouch, in which to place their SIA Badge.

It will be the Agencies responsibility to provide the High Visibility Coats and Arm Bands.

The Agency will also be responsible for providing a full Security Risk Assessment for each venue and for a detailed Staff Positioning Map .Both these documents are to be kept in a Security File with the bluebox .Internal staff are to rotate positions every 30 minutes, during the session and are to be positioned in Hot Spot Areas and in areas where they can obtain good vision of the venue and its patrons.

Managers can request a change of staff from the Agency at anytime, if they are not reasonably happy with the performance of any individuals.

The Agency will ensure that a copy of every one of their staffs SIA Badge and details are contained in the Door File and that every member of staff signs into the register, with their name and SIA badge number on arrival .They must also sign out at the end of the shift.

It is the Head Doorman's responsibility to ensure that a Chain Register is maintained and that all chains are removed from the venues Fire Exits, when the venue is open for the public .It is the General Managers responsibility to ensure that the chains are removed from Fire Exits during the day, when staff are working in the building.

At the end of the session it is the Head Doorman's responsibility to ensure that the building is secure, that chains are replaced on Fire Exits and that Management are safe while locking up and exiting the building.

d. **Drugs**

You will be aware that the Home Secretary has reduced Police focus on the use of cannabis. I must re-emphasise that there is no evidence that possession/use on licensed premises will be viewed any differently by licensing authorities to the strict view taken historically .Gatecrasher Clubs and Bars Ltd operates a **zero** tolerance policy on drug use within its venues and this position has not changed.

Take two copies of the Drug Policy along to your next Police Meeting, if you have not done so already, agree the policy on quantities the Police want you to inform them about immediately and what tolerance level, if any, they wish you to operate within before you detain someone for arrest.

Every venue should have a Drug Safe/Drop Box and Evidence Bags to be used to deposit drugs into prior to putting them into the Drug Safe/Box. These must be used at all times, the numbers of the bags must be logged onto the Drug Register and you must ask the Police to collect the drugs from the Safe/Box at regular intervals. Some police authorities provide their own logging documentation, please liaise with them on this.

e. **Admission Control**

An Admission Control Sheet must be completed for every Operational Session. This form is to be signed off and retained in the Cash Office in the fire book at the end of the session.

All customers are to be issued with a valid dated receipt upon payment of admission monies, this ticket will then be collected and strung by a member of Front of House Staff. Dockets are to be completed and strung at the start of session, on changes of staff and at the end of the session. All strung tickets must be retained for 3 months, for checking by Company Auditors.

All queues must be responsibly managed by the Management and the Door Team. Ropes and stations are to be used to control such queues and if possible a sterile area should be sectioned off outside each venue. Red carpets may be used at the entrance of the venue.

f. **Incident Mapping**

It is required that you commence Incident Mapping; in order to determine Hot Spots within your venue. Once identified the Door Agency should be tasked with addressing such issues and reducing any incidents in these areas. This should be filed with your Accident and incident file, with any remedial actions noted.

g. **Radio Issue**

Venues have a number of radios for use by Management and Door Staff for the means of communication. When possible Management should use a different frequency to Door Staff. Earpieces should be provided by the agency or the individual for their own use. Maintenance of all equipment shall be determined by the Management and Door Agency. A venue policy for 'Radio Etiquette' shall be agreed between the Management and the Head Dorman. Issue of Radios is the Head Doorman's responsibility and he must note any issues on the radio log, he must also log their return and ensure all radios are left on charge for the next session. Radios requiring maintenance should be reported to the General Manager. Cost of such repairs will be determined by the agreement with the Door Agency. Under no circumstances should security take radios home as they are company property and it will be considered as theft.

h. **Searching of Customers**

The company has a policy of random searches of customers (usually one in ten) and those who look suspicious, unless stated otherwise on risk assessments etc. Events deemed as high risk may require 100% searching. Searches may only be conducted with the agreement of the customer and by the same sex i.e. a male doorman may only search a male customer and a female door person may only search a female customer.

Female customer's bags may also be searched upon entry to the venue.

The Door Agency will be responsible for providing its staff with Hand Held Metal Detection Equipment. If Walk Through Detectors are required by the company or Local Authorities then the cost of these will be discussed with the relative parties. This must be outlined in the policy risk assessment. Any items of concern found during searching must be correctly logged and disposed of. If a weapon is discovered it must be logged as an incident (with the appropriate UIR completed) and retained in a safe and locked

location until the police are able to collect it. If the weapon is found on someone's position, the person must be detained until police are available to attend. The Operations Director must be made aware of this immediately. If drugs are found then it must be logged in accordance to company and unit drugs policies and appropriately retained.

i. **Fire Exits / Regulations**

It is the General Managers responsibility to ensure that all staff, management and contractors are trained on the Fire Regulations and Policies of the Venue. This must be by way of a visitor sign in book with access to a brief laminated document highlighting key points from the unit fire policy. Induction Training must take place before any shifts are worked and regular refresher sessions must take place at least every 6 months.

All fire exits must be checked and kept clear at all times, but in particular before during and after Operational Sessions.

All Fire Equipment must be checked by the Fire Extinguisher Maintenance Company and it is the General Managers responsibility to ensure that any used extinguishers are re charged as soon as possible and/or replaced. This information is logged in the fire book.

A fire chains register must be displayed to enable security to have full and correct knowledge on their locations.

j. **CCTV ,Head Cams and Hand Held Cameras**

It is the General Managers responsibility to ensure that all CCTV Equipment is switched on and recording at all times. Door Staff must **NOT** have direct access to recording equipment ,which should be kept in a locked cabinet in an office .All recordings should be kept for at least 28 days and all Serious Incidents should be down loaded onto a SVHS Video Tape or DVD immediately and retained by the General Manager. If the Authorities request a copy of any footage ,this should be provided to them and an entry made into the CCTV log and/or an Incident Report completed .

CCTV Logs must be maintained for inspection by the Operations Director.

Head Cams and/or hand Held Video Cameras may be provided at specific times to deal with and record specific issues. The cost of these will be discussed with the Door Agencies.

Every six months there must be a full system health check performed by a qualified person, and the report must be stored in this file. A full system specification must also be filed here.

k. **Bomb Threats and Terrorism**

We live in an ever changing and dangerous world .The threat of Terrorism and Bombs at any of our venues is a reality. All staff and management must be diligent at all times and should report any suspicious activity or packages etc to the Police immediately. Any phone threats should be assessed by the General or Duty Manager and reported to the Police if thought to be dangerous.

Please refer to the Security Plan contained within this manual and the Crisis management and Bomb threat file in the blue box. Every General Manager

should draw up an evacuation plan for his own venue and agree this with the Operations Director and if necessary the Police .

- l. **Age Checks**  
The company follows the Check 25 policy, which determines that if a person looks under 25 their I.D. should be checked.  
It may be necessary to document such Age Checks from time to time and a pro forma is contained in this manual for this purpose .If in doubt ask for I.D. Generally our units accept only driving licenses (provisional or full) and passports.
- m. **Social Responsibility**  
It is essential that we co-operate with our communities and the authorities that control our venues and licenses etc. You will find a number of our Social Responsibility Policies within this manual.
- n. **Crime Prevention and Anti-theft policy**  
It is vital that we do everything we can to ensure that crime is prevented where possible. A large part of this is theft. We must keep this to a minimum by upholding a stringent Lost Property procedure (see Lost property file). Total vigilance is also required from all Managers, staff, security with regards to identifying potential situations in which a crime may occur. Examples of this may be if handbags are left unattended, which could result in a theft. Conflict management is also key to prevent possible crimes. There is more information regarding this in the Management training file.
- o. **Building Security and Suspect Packages**  
In the current climate building security is paramount. Everyone must be vigilant at all times. Doors must be kept shut, all fire chains must be used whenever the building is locked up, cash office entry rules must be strictly adhered etc.  
Any unattended bags, pacakages etc. from an unknown source must viewed as 'suspect'. Management must be informed immediately, they will assess the risk and a full evacuation may be required. Please note: the usual muster point used during a fire evacuation will not be considered safe. The suspect package evacuation muster point must be agreed with the local authority and must be out of sight of the venue.
- p. **Crowd Management**  
In the leisure industry, there are regularly events with high numbers in attendance. Due to this it is vital that management are fully capable of crowd management. The safest way to perform crowd management is prevent issues occurring. Observation is key here. If walkways begin to become crowded, before it becomes an issue, with the aid of security staff, ensure action is taken, such redirecting the crowd, monitoring the area to ensure that patrons continue moving and do not block the area.  
Queue management is an essential aspect of crowd management. Patrons must be guided into the correct queue by stewards/security with megaphones etc. Queues must be orderly and steadily kept moving.

Effective queue management will ensure that queues remain safe (key if queues are next to roads etc.) and that situations of unrest do not occur.

q. **Dealing with an Injured Person and a Crime Scene**

Every occurrence of dealing with an injured person is bespoke depending on the severity of the incident/accident. Management must be informed of all accidents/incidents that may occur which require medical attention (whether in-house or external). If an ambulance is required, the duty manager must be consulted immediately and must approve the request for an ambulance. The advice of emergency call operator must be followed.

In most cases the injured person should be taken to the dedicated first aid room/area for treatment by a qualified first aider. There must be at least one first aider rota'd for every trading session. Busy sessions must have the full compliment of at least three first aiders rota'd. In severe cases it may be required to keep the injured person still, therefore the immediate area must be evacuated until further medical assistance is available. Again, this action must be authorised by the duty manager.

If the injury is the result of an accident, it may be necessary to take Polaroid photographs of any items that may have contributed to the accident such as broken bottles, steps, handrails etc. If the injury is a result of a potential crime such as altercations etc. in extreme cases, it may be necessary to preserve the 'crime scene'. This would result in total evacuation of the immediate area, no tampering with the area, such as cleaning, contamination etc. Once again, any such action must be authorised by the duty manager.

r. **Intoxicated customers and their treatment**

For various reasons, such as drinking on an empty stomach, whilst on medication or a medical condition, customers can become intoxicated to the extent of needing medical attention. We have a 'duty of care' as a licensed premise, to ensure the safety of our customers. Intoxicated customers must be treated by a first aider and a log of their treatment must be kept in the form of an accident report.

Under no circumstances can the customer be left unattended at any point. If they vomit, they could choke. Despite it being a self-inflicted ailment, under no circumstances should we be patronising with the customer or in anyway disrespectful.

s. **Designated driver policy**

With the aim of encouraging customers not to drink and drive, we are rolling out into each of our units, a designated driver policy. This must be on offer at every trading session.

A customer can ask at the box office about the scheme at which point a manager deal with them. The customer must exchange their car keys for a wristband. This wristband must be shown at the bar to receive free postmix drinks (Coca-Cola, Diet Coke and Lemonade). They can only receive one serving per round. The drink must then be entered as a 'voucher promo' on the till.

The attached form must be completed and stored in the safe with the keys. At the end of the session the keys should be returned to the customer and once again the form must be signed.

## **2. Policy for the responsible management of liquor point-of-sale promotions**

- a. Promotions must not encourage over-consumption.
- b. They should not promote or appear to condone anti-social behaviour and should not involve drinking "games".
- c. They should not offend common standards of taste and decency.
- d. Venues operating a "happy hour" early in the evening must have food available, as customers may be drinking on an empty stomach.
- e. A clear time period should be stipulated for the promotion - short time-periods combined with deep discounts will only encourage the customer to binge drink – this must be avoided.
- f. Quantity incentives should not exceed two drinks at a set price, for example two drinks for the price of one. Encouraging multiple purchases by an individual at one time will lead to binge drinking.
- g. When operating discounted liquor promotions, consider also including a soft-drink offer.
- h. Promotions linked to events such as goals scored in a soccer match should be avoided, as these again can encourage speed drinking.
- i. An absolute minimum price of 99p per drink must be maintained on any liquor promotion.
- j. Free gifts or other incentives should be available for a reasonable number of purchases and not on 'excessive' multiple purchases, as this also encourages 'binge drinking'. Offers linked to proof of purchase should extend over a reasonably lengthy period, rather than a short time-scale.
- k. Drinks vouchers should always be used for free drink promotions. They should be sequentially numbered and given in exchange for promotional tickets on entry.
- l. All-inclusive promotions – including large quantities of, or all, drinks in the admission fee - are not permitted.
- m. Proof of age: Our staff are trained and instructed to request identification from any persons who appear to be under the age of 21. A full passport or photographic driving licence is the only acceptable means of proving age.



### 3. Drugs prevention policy

a. **STATEMENT OF INTENT:** Gatecrasher Clubs and Bars Ltd is determined to make a real contribution to tackling the drugs problem. Our aim is for drug-free premises. We will achieve this through:

- Communicating with our customers
- Providing our employees with guidance, information, training and procedures to assist them in identifying drugs, the effects of taking them and appropriate action
- Complying with our legal responsibilities
- Working with industry bodies such as BEDA to promote the drug prevention message
- Working closely with local authorities and police forces

b. **RESPONSIBILITY:** The Drugs Prevention Policy is the responsibility of the Risk Management Committee and will be reviewed quarterly. The implementation of company procedures is the responsibility of General Managers.

c. **PROCEDURES:** The Company will provide systems and procedures to ensure that all drugs related incidents are dealt with consistently and safely. This includes safe drugs disposal, police notification, and what to do in the event of an overdose.

d. **INFORMATION/TRAINING:**

**Management/Staff:** The Company will provide training programmes and information on the identification of and effects of drugs.

**Customers:** Information will be provided aimed at deterring customers from taking drugs or committing drugs offences. All venues must place 'A'-boards where they can be clearly seen and read by all customers, which display the agreed message covering drugs and anti-social behaviour.

e. **TYPES OF DRUGS:** This Misuse of Drugs Act 1971 classifies controlled drugs in three groups:-

Class A -so-called "hard" drugs including Heroin, LSD, Ecstasy and Cocaine.

Class B -so-called "soft" drugs including Amphetamine

Class C -other so-called "mild" drugs

**f. COMMON OFFENCES:**

Unlawful possession of a controlled drug (a "user").

Unlawful possession of a controlled drug with intent to supply (a "dealer" or "pusher").

Unlawful supply of a controlled drug (a "dealer" or "pusher").

Being concerned in the unlawful supply of a controlled drug (a "lookout", "go-between" or somebody holding the drugs or money for a dealer).

Offering to supply a controlled drug without lawful authority (a "dealer" or "go-between").

**g. DRUGS ON ENTRY:**

Customers should be advised that taking drugs into any High Swan Ltd business is not acceptable.

Gatecrasher Clubs and Bars Ltd's policy on drugs is Zero Tolerance

Customers may be asked to agree to a search as a condition of entry.

If drugs are found during a search, detain the customer and call the police unless this contravenes your local agreement with them in which case revert to this policy.

If you find anything that appears to be Class A or Class B drug you should arrest the customer.

Any customer who refuses to be searched will be not be admitted.

**h. POWERS OF SEARCH:**

Only the Police have powers to search people without their consent.

We have to gain a customer's consent to search them or their belongings.

Even if you make a lawful arrest (i.e. if they are in possession of what appears to be a Class A or B drug) there is no automatic power of search.

**i. DRUGS WITHIN THE PREMISES:**

If you see a customer who appears to be in possession of drugs you should take them to a private room.

You should search the customer (with their consent).

Always have a second member of management or a Door Supervisor present.

If you find anything that appears to be a Class A or B drug, put it in a numbered evidence bag and seal it.

The evidence bag must be signed by the finder and suspect and must be witnessed by a member of management. The number of the evidence bag must be entered on the drugs register.

Enter the details of drugs found in the Drugs Register.

Detain the customer until the Police arrive.

If the Police do not come, ensure the bag is placed in the safe allocated for safe-keeping of the evidence bags.

**j. DRUG DISPOSAL POLICY:**

All drugs found must be recorded in the Drugs Register.

Your Drug Disposal Policy must be agreed with your local Police Force and recorded.

The Drugs Register must be made available to all visiting Executives and monitored and signed regularly by Operations Director and Company Auditors.

**k. DRUGS DEALERS:**

If you find anyone trying to enter or already on the premises and there are reasonable grounds to suspect them of supplying Class A or B drugs, you should detain them and call the Police.

**l. DRUGS FOUND ON THE PREMISES:**

If any member of staff or management finds drugs on the premises they must immediately inform the most senior manager on duty and the drugs must be logged in the Drugs Register.

**m. MAKING AN ARREST:**

Most drugs that you will come across are likely to be Class A or B.

In this case, any person may arrest anyone where there are reasonable grounds for suspecting them of committing any of the common offences listed earlier.

If you do arrest someone, take them to a convenient place, ensure you have an accompanying witness and make it clear that they have been arrested and will be handed over to the Police.

Use no more force than is reasonable and necessary.

Your own personal safety must always come first.

Call the Police.

A member of staff must stay with the arrested person until the Police arrive.

All staff and management who are witnesses must co-operate with the Police and give statements if required.

If it is impractical to arrest or detain the customer, eject them from the unit, make a record of the incident and inform the Police.

Complete an Incident Report

**n. DRUGS INFORMATION:**

If you have any information about drugs activities you should notify the Police.

**o. LIAISON WITH THE POLICE:**

You must take this document and the Company's Policy Statement to your local Police Force and discuss with the Senior Officer its contents.

You must agree a drugs disposal policy which is both safe and meets the requirements of your local Police Force.

This document must be signed by you, your Operations Director and your local Police representative.

This procedure must be reviewed and updated manually.

#### **4. General customer-conduct guidelines**

- a. Gatecrasher Clubs and Bars Ltd undertakes to maintain the following guidelines and policies to discourage anti-social behaviour by patrons on, or leaving, our premises
- b. Announcements and signage will be used to encourage patrons to leave the premises in a quiet and orderly fashion, to ensure minimum disturbance to our community neighbours.
- c. Lighting, in line with local authority guidelines, will be positioned around the perimeter of our buildings, to encourage fast dispersal and to enhance CCTV coverage.
- d. No bottles or glasses will be permitted to leave the premises.
- e. Waste bins will be positioned near the exits, for the collection of empty bottles and other litter.
- f. An operating policy will be agreed with local private and public hire vehicles and the sounding of horns after 11pm will be banned.
- g. It is proposed that safety stewards, in high-visibility jackets, be employed outside the premises to encourage the safe and speedy dispersal of patrons.
- h. We will encourage local authorities to support, by the strategic application of local bye-laws, our view that fast-food vendors parking near our premises increase the prevalence of litter and anti-social behaviour.
- i. We will conduct daily incident mapping and reporting to monitor anti-social behaviour, with incident reduction action plans being drawn up immediately, if problems are identified.
- j. We will consult with both the local authority and the police regarding our incident reduction action plans and, where it is felt a combined approach will be best to rectify a problem, request their co-operation.
- k. Our promotional policies will not encourage 'binge drinking' and we will, at all times, take a responsible attitude to liquor pricing and promotions.
- l. Our door supervisors and management are trained in conflict management and customer care and will always take a calm, measured approach when dealing with incidents of anti-social behaviour.
- m. Anyone acting in an anti-social or violent manner on our premises will be detained, using a minimum amount of force, and handed over to the police. Persons detained for anti-social behaviour will be permanently barred from

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the venue. This policy will be clearly indicated to our patrons by suitable signage.

## 5. Racial equality and anti-racism policy

### a. Purpose

- To actively promote a positive multicultural environment within High Swan Ltd venues
- To clarify the company's policy, to ensure all employees conduct themselves towards all races and creeds in a manner befitting a representative of a company operating within multi-racial / cultural communities

### b. Policy Statement

High Swan Ltd is committed to racial equality. The company will not tolerate any form of racism or racist behaviour.

### c. Definitions

- *The Race Relations Act 1976* makes it unlawful for anyone to discriminate directly or indirectly against any person on the grounds of race, colour, nationality, ethnicity or national origin. Unlike criminal offences where the proof required is "beyond all reasonable doubt", the proof required under this act is one of "reasonable inference". The Act applies to all areas of business. Under the Act, individuals are responsible for any unlawful acts they may commit, which means that individual employees may be prosecuted if they act inappropriately.

The Act further defines the two main types of discrimination, those of direct discrimination and indirect discrimination.

- *Direct Discrimination* is where a person is treated less favourably than another on the grounds of race, colour, nationality or ethnic or national origins. The examples of direct discrimination which may occur on licensed premises include:
  - Applying to a particular member of a certain racial group different standards of behaviour from those applied to others.
  - Banning all persons of a particular race or colour because of the actions of one member of that group.
  - Restricting the number of any particular race or colour who may be allowed onto the premises at any one time (operating a "quota").

- **Indirect Discrimination** consists of applying a requirement or condition which, although it seemingly applies equally to persons of all racial groups, really only applies to a considerably smaller proportion of a particular racial group and it cannot be shown to be justifiable on other than racial grounds. Examples of indirect discrimination which may occur on licensed premises include:
  - If an operator applies a test to all customers but it affects members of one racial group considerably more than those of other racial groups, such as banning all those wearing turbans or with dreadlocks.
  - Applying a dress code such as banning all headgear, which would preclude turban-wearing Sikhs?
- **Racial harassment** can be defined as “any hostile or offensive act or expression, including attacks on property or on the person, by a person of one racial group against a person of another racial group, or incitement to commit such an act, where there is an indication that the motivation is racial dislike or hatred”. Such harassment may be physical or verbal and can involve a small or large number of people. Recipients of the harassment can be from either majority or minority groups. Examples of racial harassment can include remarks, jokes, derogatory comments, deliberate abuse, the wearing of offensive badges or insignias, offensive publications, insulting behaviour or gestures. Some apparently trivial incidents, repeated over a period of time, can create an unpleasant, intimidating or even frightening atmosphere. All employees need to be sensitive to the effect that their words or actions may have on others.

Although a licensee or a member of staff acting on his/her behalf has the right in law to refuse admission or service to any person, he/she must not treat any person less favourably than any other on the grounds of race, colour, nationality or ethnic or national origins. Putting it more bluntly, he/she must treat a black, Asian, traveller or an Eastern European customer in exactly the same way as he/she would a “white” customer

d. **Stereotyping** – we should reject and avoid judgement of others which is based on false or insufficient information. This is called stereotyping. Stereotyping can be based on gender, race, disability, age, status, class, sexuality or religion. Stereotypes are negative and act as barriers to an inclusive environment.

e. **Enforcement** - If any person is discriminated against on racial grounds they can go to a county court for redress. Alternatively, the complainant can apply for help to the Commission for Racial Equality who assist those who feel that they have been unlawfully discriminated against. Although the Commission does not act on behalf of complainants in proceedings, it can provide assistance in the form of legal representation in certain circumstances.



f. **Victimisation** - there is a further offence under the Act, that of victimisation. This is to protect those who have in good faith made or threatened to make a complaint of racial discrimination or have given evidence on behalf of someone else in such proceedings, from being victimised for taking such action.

g. **Procedures:**

- No member of staff should ignore any form of racist behaviour anywhere in their business. The managers should explain to their staff why this behaviour is unacceptable, using non-blame approach.
- All incidents of racist behaviour must be recorded.
- Persistent offenders should be referred to the Human Resources department - abuse of this policy constitutes gross misconduct.

h. **Monitoring:** The Human Resources department is responsible for monitoring the effectiveness of this policy.

i. **Responsibility**

- All employees and any other person acting on behalf of the organisation are required to adhere to this policy. Employees must understand that this policy is also incorporated into their contract of employment.
- The company will not tolerate any instances of discrimination against any customer or employee. If any such incidents are reported, the Human Resources department will undertake investigations and disciplinary proceedings may be commenced which may result in disciplinary action up to and including summary dismissal.
- Individual managers are responsible for ensuring that this policy is applied within their own area. Any queries on the application or interpretation of this policy must be discussed with the Human Resources Department prior to any action being taken.

## 6. Litter policy

- a. The exterior of the building should be checked for litter during non-operational hours, prior to opening and when open. Any litter found should be picked up and thrown away.
- b. The Company regards flyposting as anti-social behaviour and will not authorise any member of staff to undertake such activity to promote any function being held in its venue. Management should ensure that all promoters are aware that flyposting is an unacceptable method of promotion of events and all promoters must be asked to complete the company's standard contract confirming they will not flypost. The management is reminded that fly posting is illegal.
- c. All management and staff should make themselves responsible for picking up litter.
- d. Waste bins should be positioned in the reception area for the disposal of any bottles or litter being brought to the venue from outside.
- e. Customer trying to remove any drinking vessel or empty bottle from the premises should be politely discouraged from doing so. Door staff should ensure that this policy is adhered to and that customers attempting to do so are requested to take these items safely back inside the club.
- f. Glass collectors should collect any empty glasses and bottles from exit areas as often as possible during opening hours.
- g. Glass collectors should collect all used glasses and bottles from their designated areas, and complete the operational checklists, on a half-hourly basis. All glasses should then be washed in the wash-up areas, taken back to the bars and stored neatly.
- h. Poster-frames and windows should be checked and kept clean at all times, including daytime hours.
- i. Signage and external lighting should be properly maintained, and lit up from dusk on operational nights.
- j. Any broken glass and/or dangerous debris should be removed immediately it is found and disposed of in the labelled glass bins.
- k. Any needles or syringes should be disposed of in the 'sharps' box, which must be kept in the first-aid room.
- l. Any planters surrounding the complex should be checked weekly for litter.

m. All waste oil should be placed in sealed drums and stored in a safe area until it is collected by the contractor.

## 7. Incident Reporting Policy

- a. All Incidents without failure must be reported on an incident report.
- b. All Incident Reports must be submitted to Head Office.
- c. All incidents must be reported before the end of the session / day, via the Company System unless in extraordinary circumstances.
- d. A Nil report must be made if no incidents have taken place that day.
- e. Third Party, Injured Party and RIDDOR Forms to be completed and forwarded with Incident Reports.
- f. The Venue is responsible for maintaining all Incident Report Records and must retain all historic reports for at least 5 years.
- g. All meetings and contacts with Police and Local Authority Personnel must be reported on an incident report.
- h. Failure to report the incident on the day it takes place may result in disciplinary action against those responsible.
- i. The Operations Director is to be informed immediately by phone of all Serious Incidents.
- j. Incident Mapping should be utilised to determine venue hot spots.
- k. Incidents will be discussed at the weekly management meeting and the monthly review.
- l. Incident Reduction Action Plans must be drawn up by the General Manager and discussed with the Operations Manager, in order to reduce excessive numbers of incidents.

## **8. Smoking Policy**

- a. Smoking is not allowed inside the company's premises.
- b. A designated smoking area will be provided at each venue, which will be outside.
- c. Separate Areas may be provided for the use of staff and customers.
- d. Ash Bins will be provided in these areas.
- e. The Management will regularly check the Smoking Area and ensure it is tidy at all times .They will also ensure that Ash Bins are regularly emptied.
- f. Door Supervisors will be tasked with supervising the Smoking Area.
- g. All bins will be checked at the end of each session to ensure there is no danger of a fire starting in Ash and Rubbish Bins.

## **9. Door Supervision Policy**

The Company pursues effective door and floor supervision by exercising control of the front door, thus ensuring that customers feel welcome, relaxed and secure whilst enjoying the leisure facilities that are provided.

The objective will be achieved by employing door supervision of a quality that complies with those high standards set by the Company.

### **Maintaining the Standards**

The standards will be achieved and maintained by critical recruitment of door supervision within the Company guidelines as determined from time to time. Such recruitment will be followed by induction and regular refresher training in keeping with the Company's Policies and Procedures.

It is the responsibility of the General Manager to ensure that his Unit attracts those patrons who fit the customer base profile. Undesirable patrons will be attracted to the Unit. It is this undesirable element who will have an adverse effect on the business.

The refusal of admission to the Unit and the subsequent problems that arise when dealing with an unruly element, both internally and externally will need to be dealt with sensitively and effectively by door supervisors. It is within this area of activity as with their other responsibilities that the professionalism of the door supervisors, in keeping with the Company Standards, will be called upon.

### **Recruitment**

The employment of door supervisors by way of external contract, as provided by a Door Supervision Agency, will comply with the policy, determined by the Chief Executive, in force at the time. The direct employment of door supervisors is the responsibility of the General Manager of the Unit.

In either circumstance the highest possible standard in relation to the recruitment of door supervisors will be maintained at all times.

In keeping with Company and Local Authority requirements, the full names of door supervisors, supplied under contract by door supervision agencies, will be maintained on the Unit.

### **Training**

The Policy dictates that door supervisors, whether directly employed or subject to an external contract, will undergo training & registration as required by the Private Security Industry Act 2001 and detailed by the SIA.

In addition to the training & qualification required to satisfy registration doorstaff will need to complete the Company's training programme will include those subjects covered under the following headings:

- Company Rules, Duties and Responsibilities
- Misuse of Drugs policy
- Customer Care
- Health and Safety including Fire Precautions

Training will be provided at the time of induction into the Unit.

The Private Security Industry Act 2001 will have a bearing on the employment and training of door supervisors. Any necessary adjustments to Company Policy will be put in place in order to comply with the Regulations made under that Legislation.

### **SECURITY INDUSTRY AUTHORITY (SIA)**

The SIA exist to manage the licensing of the private security industry as set out in the Private Security Industry Act 2001 (The Act). It also aims to raise standards of professionalism and skills within the private security industry and to promote and spread best practice.

#### **Setting up the SIA**

Central to the Act is the setting up of the SIA. It aims to help improve the security industry's image so that the general public – and the wider business world - have a much clearer understanding of how the industry is regulated and who is entitled to work in it.

The SIA is the only authority in England and Wales dealing with these private security issues and reports directly to the Home Secretary.

A key role for the SIA involves the managing and issuing of licences for people working in particular areas of the private security business.

The SIA will keep a public register of everyone who holds a licence.

The SIA will also create a public register of approved security firms in its publicly recognised national scheme for the security business

SIA inspectors have the right to enter certain types of premises such as security company offices to check that staff hold valid licences. These inspectors will be working collaboratively with local authorities, the police and other agencies to ensure a co-ordinated approach to enforcement activity.

## **Licence requirements**

The Act creates the offence of engaging in conduct for which a licence is required when not in possession of the appropriate licence. The penalty on conviction in a magistrates' court, is up to six months' imprisonment or a fine of up to £5,000, or both. The current designated sectors or activities that must be covered by a licence are as follows:

- security guarding - under contract
- door supervisors - under contract and in-house
- vehicle immobilising - under contract and in-house
- private investigation - under contract
- security consultants - under contract
- keyholders - under contract.

The following categories of people will need licences:

- security contractors, directors of security companies and partners in security firms
- employees of security contractors, security companies and security firms
- agency workers performing the designated duties
- persons who manage or supervise security operatives supplied under contract by a security contractor (but not in-house supervisors of contractors)
- agency-supplied managers or supervisors of security operatives supplied under contract
- directors of security companies and partners in security firms who do not themselves carry out the designated activities
- in-house door supervisors and vehicle immobilisers and their employers, managers and supervisors
- others who immobilise vehicles on private land against a release fee.

The SIA can refuse to grant a licence until it is satisfied about the identity of the applicant; until any additional information requested of the applicant has been provided; and until any further enquiries undertaken by the SIA have been completed

- applicants for licences are required to pay the SIA a fee of an amount prescribed by the Secretary of State
- a licence is valid for a period of three years, although the SIA is empowered to modify, revoke or suspend a licence or any conditions attached to it



- an appeals procedure will be established.

Conditions attached to licences – types of conditions that can be prescribed relate to:

- training, registration and insurance
- the manner in which activities are to be carried out
- the production and display of the licence
- information that the licensee is to provide to the SIA from time to time.

### **Criminality Checks**

An important part of the SIA is to reassure the public by preventing criminals from working within the private security industry. Therefore, each applicant's suitability for a licence according to their integrity and professionalism will be assessed..

### **Criminality Criteria**

The SIA will in all cases verify an applicant's identity and undertake a criminal record check. Where the check reveals that the applicant has a record of convictions or cautions and warnings, they will consider these carefully on the basis of...

- How relevant the offences were to the licence applied for
- How serious the offences were, and
- How recent they were.

Special attention will be paid to offences involving violence, weapons, drugs, criminal damage and sexual offences.

Whilst a licence is in force, the SIA will receive updates of new convictions and cautions for licence holders. This will allow a decision to be made as to whether action needs to be taken on the continuation of the licence.

A continuous five year period of verifiable authoritative records will be checked against which to assess an applicant's criminal record. If this is not available (for example if an applicant has been overseas where verifiable records are unavailable) then they will not be able to grant a licence. Applicants who have spent six continuous months or more overseas must provide evidence of a criminal record check from the country or countries covering that period.

### **Training & qualifications**

One of the SIA's main objectives is to raise standards of corporate and individual performance within the private security industry

The Act states that licensing criteria *"may include such criteria as the Authority considers appropriate for securing that those persons have the training and skills necessary to engage in the conduct for which they are licensed"* and that the Authority may *"prescribe or impose conditions as to training"*.

The level of skills in the private security industry varies. In some areas training and qualifications have been developed, in others little training and no qualifications exist. Previously no attempt has been made to identify the skills needed across the industry as a whole and so standards of performance also vary.

The SIA has talked to service suppliers, customers, training organisations, awarding bodies, trade associations, local government and the police to achieve a broad agreement on the approach to be taken in developing and delivering training and qualifications leading to licensing.

The aim of new training and qualifications is to increase the skills and professionalism of those employed in the industry and to raise standards of performance. As licensing is introduced, the SIA will carry on talking with key stakeholders to continuously improve the standards of both training and qualifications.

### **National Occupational Standards**

In approving standards, the SIA has taken into consideration the existing National Occupational Standards (NOS). Throughout the training specification, when and where applicable, the training and qualification has been mapped against existing NOS.

### **Who does what**

In developing new qualifications for licensing the SIA is working closely with the qualification regulation authorities, the awarding bodies who offer its qualifications, the Learning and Skills Council, and Education and Learning Wales. The roles and responsibilities of each body are summarised as follows:

### **The SIA**

- Sets competency standards and specifies qualifications for licensing.
- Endorses awarding bodies who wish to offer its qualifications, in conjunction with the qualification regulation authorities
- Issues licences based on competency, probity and identification
- Is responsible for the overall quality assurance of the licensing process
- Consults regularly with stakeholders to ensure that standards and qualifications meet the needs of the industry and continue to raise standards of competence and professionalism

## **The Qualification Regulation Authorities**

The Qualification Curriculum Authority (QCA) operates in England and the ACCAC operated in Wales, both of these bodies;

- Set standards for qualifications
- Accredit qualifications and place them within the National Qualifications Framework

## **Awarding Bodies**

- Develop qualifications and operate the examination system against the SIA specification
- Achieve QCA/ACCA accreditation and SIA endorsement
- Approve training and assessment centres
- Register candidates and provide evidence of their identity
- Award the qualification and input data in to the SIA qualifications database
- Accredit prior learning and previous qualifications
- Provide quality assurance of the assessment and qualification process

## **Learning and Skills Council (England) and Education and Learning Wales**

- Responsible for planning education and training in England and Wales
- Funding support towards qualifications for licensing

# **SIA TRAINING FOR DOOR SUPERVISORS**

To get the SIA qualification for door supervisors, applicants will need to attend a two part training course and take and pass two exams. The course may be delivered over 4 days or during weekends and/or evening sessions. The total training time will always be 30 hours, which includes two hours of exams.

## **Part 1**

### **Role and responsibilities of a door supervisor (14 hours)**

**Aim** - To ensure that door supervisors have the knowledge and understanding of their role and responsibilities in the security industry environment.

### **Introduction**

**Aim** - To introduce door supervisors to the leisure and security industries.

**Objectives** - By the end of this session trainees will be able to:

- Define the role of the door supervisor

- Identify the qualities of a door supervisor
- Identify the key players in the leisure and security industries
- State the relationships with the SIA, the police and local authorities
- State the main objectives of door supervisors
- State the requirements for door supervisors under the Private Security Industry Act

### **Behavioural standards**

**Aim** - To discuss appropriate behaviour for door supervisors.

**Objectives** - By the end of this session trainees will be able to:

- State the reasons for having behavioural standards
- List the SIA's specific requirements in relation to licensing and enforcement

### **Civil and Criminal Law**

**Aim** - To discuss civil and criminal law relevant to door supervision.

**Objectives** - By the end of this session trainees will be able to:

- Show an understanding of civil and criminal law
- State the requirements relating to the use of force
- State what is meant by 'reasonable' and 'necessary force'
- Identify types of assault
- List some other criminal offences that door supervisors may come across
- List the options available when the law is broken

### **Searching**

**Aim** - To discuss search procedures.

**Objectives** - By the end of this session trainees will be able to:

- State the reasons for searching premises
- State how to search people and their property
- State 'conditions of entry' and the importance of obtaining permission to search
- State the difference between general, random and specific searches
- Define an 'offensive weapon'
- State the hazards of conducting a search
- State the procedures for recording articles seized during searches
- List the options available to door supervisors if they find items during searches

## **Arrest**

**Aim** - To discuss arrest procedures.

**Objectives** - By the end of this session trainees will be able to:

- Define an arrestable offence
- State the agreed procedures for arrest
- State the limitations to a door supervisor's powers of arrest
- Identify circumstances in which door supervisors may arrest
- Specify why arrests should only be made as a last resort
- State the procedures following an arrest

## **Drugs Awareness**

**Aim** - To discuss drugs and drug abuse.

**Objectives** - By the end of this session trainees will be able to:

- Identify key areas of the Misuse of Drugs Act of 1971 and the Public Entertainment Licence (Drugs Misuse) Act 1997
- State some of the symptoms of drug abuse
- List the most common types of illegal drugs
- List signs of drug dealing
- State how to deal with customers found in possession of drugs
- State the procedure for handling seized drugs
- List Health and Safety issues in relation to illegal drugs
- State how to dispose of contaminated waste

## **Recording Incidents and Crime Scene Preservation**

**Aim** - To discuss incident recording and crime scene preservation.

**Objectives** - By the end of this session trainees will be able to:

- List the types and reasons for records
- State the reasons for recording incidents
- Identify incidents that need recording and when to call the police
- Explain what information a record should contain
- State the rules for incident book/notebook entries

- List the different types of evidence
- State how forensic evidence can be obtained at a crime scene
- State the basic rules to follow to preserve evidence

## **Licensing Law**

**Aim-** To discuss licensing law and the licensee's social responsibility

**Objectives -** By the end of this session trainees will be able to:

- State the law in relation to refusing entry and ejecting customers
- State police powers in relation to licensed premises
- State the different types of licences and permissions available for premises
- State the rights and duties of licensees and door supervisors as their representatives
- State the law in relation to young persons
- State law in relation to drunkenness, disorderly conduct, prostitutes and unlawful gaming

## **Equal Opportunities**

**Aim-** To discuss Equal Opportunities and Discrimination.

**Objectives -** By the end of this session trainees will be able to:

- State what is meant by equal opportunities, prejudice and stereotyping
- State the relevance for door supervisors of the Race Relations Act, the Sex Discrimination Act and the Disability Discrimination Act
- State how these Acts may be enforced

## **Health and Safety at Work**

**Aim-** To discuss Health and Safety in the workplace.

**Objectives -** By the end of the session trainees will be able to:

- Define the main areas of Health and Safety legislation
- State the purpose of 'duty of care'
- State the responsibilities of the employer, employees and self employed
- Identify typical risks, hazards and spillages
- Identify safety signs and safety signals
- State the precautions to be taken in the manual handling of heavy goods

- State the precautions to be taken against HIV, hepatitis and other infectious diseases

## **Emergency procedures**

**Aim-** To learn the basic procedures for emergency situations

**Objectives -** By the end of this session trainees will be able to:

- Define the term emergency
- List the reasons for fire certificates and occupancy figures
- State the three components of fire
- Explain the importance of knowing the venue's fire and evacuation procedures
- List the types of fire extinguishers, and their use
- State the procedures for a bomb threat
- State how to act in a first response situation requiring first aid
- State who to contact in first aid situations

## **Part 2**

### **Communication skills and conflict management**

**Aim-** To ensure that door supervisors have the appropriate communication skills and knowledge of conflict management

#### **Introduction to communications skills and conflict management**

**Aim -** To discuss communication skills and conflict management.

**Objectives -** By the end of this session trainees will be able to:

- State the importance of customer care
- Show an understanding of basic communication skills
- Show an understanding of verbal and non-verbal communication effectively
- State the need to calm difficult situations and avoid violence
- Identify different types of behaviour
- State what risks can occur during violence at work
- Identify the most common conflict flash-points
- State the importance of managing aggression
- Show an understanding of basic problem-solving skills
- State the impact of reflecting and learning from the experience of conflict

## **Application of communication skills and conflict management**

**Aim** - To observe and discuss scenario situations requiring effective communication skills and conflict management.

**Objective** - By the end of this session trainees will:

- Understand the issues regarding entry refusal and will know how to refuse entry in a way that reduces the risk of conflict.
- Understand the issues regarding ejection and will know how to eject a customer in a way that reduces the risk of conflict.
- Be able to identify some of the types of incidents that occur inside a venue
- Understand how they can deal with incidents in a way that reduces the risk of conflict. Understand the law about arrest in relation to a door supervisor's role

### **Training Exemption Certificates**

Applicants who are fully exempt from the new SIA approved training or qualification, will need to exchange their current certificate for the new one called "Level 2 National Certificate for Door Supervisors" before applying for an SIA licence.

Applicants who do not have the new certificate may not be on the SIA qualifications database. This will result in their licence application being rejected and they will lose their application fee.

For more information or to exchange a current certificate contact the British Institute of InnKeeping on 01276 68 4449. The BIAB will advise on what is needed to gain inclusion onto the SIA qualification database.

### **Holders of Overseas Qualifications**

Applicants from overseas who have a relevant qualification in door supervision or another security-related discipline may present their certificates to an awarding body for consideration for part accreditation. All overseas applicants will be required to be assessed in English language skills and in English legislation. We will only accept originals of any records produced. All documents must, where necessary, be translated by an accredited translation agency.

### **Training Costs**

Training organisations will charge for training courses and exams and these charges may vary between different training providers. Training is expected to cost between £250 - £350. The SIA has agreed funding support with the Learning Skills Council to reduce the costs to individual trainees. The LSC funding support will be £102 per individual which will go to the training provider to off set the training fees bringing the cost for door



supervisors for parts 1 & 2 of the SIA qualification to around £150 - £250. This funding will only apply to those individuals who are required to complete both parts of the SIA approved training and qualifications courses.

The LSC funding incentive is to be initially piloted in Hampshire and the Isle of Wight, where new training networks are currently being established. Details of how further training networks will be set up around the rest of the country will be announced on the SIA website and newsletter in due course.

### **Cost of a licence**

The cost of the licence application will be £190. The application fee covers the cost of processing the application and is chargeable regardless of the decision that is reached at the end of the process. If successfully granted, a licence will be issued to cover the applicant for a period of three years.

The licence application fee is tax deductible. This means that where an employee in the private security industry pays their own licence application fee they will be able to claim tax relief against their taxable income. There will also be no tax or National Insurance liability where an employer pays the fee on behalf of its employees. For a standard rate tax payer, tax relief is worth £41.80.

### **Applying for a licence**

There are two ways to apply for a licence:

- By calling 08702 430 100 (lines open 8am until 6pm Mon-Fri)
- Through the SIA website: [www.the-sia.org.uk](http://www.the-sia.org.uk)

Once an SIA licence is awarded it will be valid in any area covered by SIA licensing.

### **Appeals**

If a licence is refused, or revoked an applicant will have 21 days to appeal to the appropriate Magistrate's Court, covering the area in which the applicant is licensed, or has applied to be licensed with the SIA.

### **Offences**

The Private Security Industry Act 2001 creates several new criminal offences. It will be an offence to:

- provide a designated security service without a licence
- employ an unlicensed person in an activity for which a licence would be required

- contravene licence conditions by claiming approved contractor status when no such approval exists
- misrepresent the terms of the approval
- violate the terms of the approved contractor scheme if the scheme were to become compulsory in future
- obstruct a person, authorised by the SIA, who has powers of entry
- fail to comply with the requirements of a person, authorised by the SIA
- make an unauthorised disclosure of information obtained when working under the SIA's authority
- make false statements to the SIA.

### **Proportional enforcement**

The SIA will enforce using a range of sanctions ranging from written warnings to revocation of licences and prosecution of offences through the criminal courts. The best method of enforcement will be used which is both proportional and likely to achieve the ultimate goal of compliance. In some cases this may mean engaging in prosecutions which will send messages to the industry overall.

### **Other agencies**

The SIA is looking to engage other agencies in enforcement. In door supervision, it will be probably be quite easy to tap in to police and local authority priorities around crime and disorder reduction - this is mutually beneficial to the SIA and these other agencies.

### **Intelligence**

The SIA will use an intelligence database which will be fed by many sources including the industry, the police service and members of the public. It will gather and analyse information, and adopt the national intelligence model used by all UK police forces, to prioritise and to target SIA resources.

### **Penalties**

The penalties for committing an offence can be either;

- Summary conviction at a magistrate's court - the maximum penalty is six months imprisonment and/or a fine of up to £5,000, or
- Trial on indictment at the Crown Court, whereby an unlimited fine and/or five years imprisonment could be imposed.



# 10. Security Risk Assessment

Ser (a)	List of hazards (b)	Persons at Risk (c)	Risk Rating (d)	Residual Risk (e)	Person Responsible (f)
1.	Entrapment in the event of an emergency evacuation.	Employees Patrons Sub contractors	High	Yes	GM / Head Doorm:
<p>1. Unit Daily Inspection Written Procedure for opening / closing units. This must include:</p> <ul style="list-style-type: none"> <li>a. Public area equipment and seating inspection.</li> <li>b. Fire exits operability check.</li> <li>c. Fire escape obstruction inspection.</li> </ul> <p>2. Number Restriction.</p> <ul style="list-style-type: none"> <li>a. Head Doorman to monitor entrances and exits and strictly control entrances when nearing capacity to ensure venue does not exceed safe occupancy capacity limit as detailed by the Building Fire Certificate.</li> <li>b. Door Supervisors to observe all internal levels to ensure there is no localised overcrowding or bottlenecks.</li> <li>c. Duty Manager or Head Doorman to complete an admission control sheets every 30 mins to control admissions balancing entrances with vacations.</li> <li>d. Head Doorman to brief Door Supervisors daily on occupancy limitations and to count the number of admissions at the front door using manual counters. These should be cross-referenced with the tills on the box office every 30mins.</li> <li>e. All purchased tickets to be collected beyond the Box Office and placed on the 'string' for audit purposes.</li> </ul>					

2.	Entrapment in the event of an emergency evacuation (continued).	Employees Patrons Sub contractors	High	<p>3. Door Supervisors to check escape routes every 60mins throughout operating hours ensuring stairways, walkways and other traveling zones are not compromised.</p> <p>4. All staff to be aware of their responsibilities and positions in the event of an evacuation for both stages of the alarm state.</p> <p>5. Door Supervisors to have undertaken High Swan Ltd Fire Training prior to commencing operational work and to attend refresher training twice per year. This must include Unit emergency evacuation drills, familiarisation with alarm systems and location / use of fire fighting appliances.</p> <p>6. Queue management - Door Supervisors to ensure queue does not impede emergency exits or hinder public walkways.</p> <p>7. Fire fighting appliances to be checked at the close of duty for operability and any defects to be reported to the GM immediately.</p> <p>8. All Units to undertake annually a fire risk assessment and to ensure the correct number and type of fire detection systems and emergency lighting is operable in accordance with the Building's Fire Certificate.</p>	Yes	FOI Manag GM
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3.	Disorder within Unit and immediate surrounding area	Employees Patrons Public Sub contractors	High	<p>1. Head Doorman to undertake an Injury to Customer's Risk Assessment and review monthly.</p> <p>2. Appropriate numbers of Door Supervisors to be appointed for each session in accordance with the Public Entertainment's License and session Risk Assessment. Door Supervisors to be clearly identifiable attired in a standardised uniform with name, registration badge and number. Door Supervisors to be correctly trained and licensed. Door Supervisors to be positioned in static and mobile observation points in line with the Risk Assessment.</p> <p>3. Queue policy. Door Supervisors to monitor queue to prevent queue jumping, to maintain order and to reduce noise pollution to the minimum practicable level.</p> <p>4. On Student only nights admission to be restricted to those who carry a student union card. All cards are to be checked by Door Supervisors on entry.</p> <p>5. Door Supervisors to observe all internal levels to ensure there is no localised overcrowding or bottlenecks.</p> <p>6. Searching Policy. Random authorised customer searches by trained same gender Door Supervisors to be undertaken on entering the Unit. Searchers to be informed of the risks from sharps. Metal Detection Systems e.g. Adams MIT detector gloves, to be utilised if the risk assessment deems necessary. A notice of the search policy to be displayed at entrance to Unit and is to be enforced as a condition of entry.</p> <p>7. Physical Intervention Policy: disorder must be dealt with in an appropriate manner using minimum levels of force if the episode cannot be resolved peacefully. Those individuals party to any disorder to be escorted from the premises. Door Supervisors to be trained in this policy annually.</p>	Yes	Hea Doorr
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4. Disorder continued	Employees Patrons Public Sub contractors	High	<p>8. Glass Policy: No bottles or glassware to be allowed on the dance floor or within the toilet areas. Door Supervisors to move all bottles or glassware left on stairwells, ledges, walkways etc. to a safe area. No bottles or glasses are permitted to be taken from the premises. Bins should be available for the safe deposit of bottles adjacent the exits and should be emptied regularly during each day. Glasses are to be collected regularly by the glass collectors. Any spillage must be reported immediately to area supervisor.</p> <p>9. Incident Reporting: Door Supervisors to be trained and refreshed in the company's accident and incident reporting procedures. All incidents – no matter how minor – to be reported to the Head Doorman immediately. Police to be informed in the event of a serious incident in line with established company protocols. The scene of any serious incident is to be preserved for their forensic inspection and all persons involved should be detained, if safe to do so. Incident Mapping Analysis and Incident Reduction Plans are to be completed monthly.</p> <p>10. Radio procedure: Management and Door Supervisors to be linked via radio at all times during a session facilitating a rapid response to incidents. Radio procedure to be executed in line with company protocols.</p> <p>11. Vulnerable employee locations to be linked to Head Doorman/Front of House by a Panic Alert system. This system is to be checked by employees at the start of each shift.</p> <p>12. Employees to be instructed at all times to keep bar counters and gates closed prohibiting entry to patrons.</p>	Yes	Hea Doorm
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4.	Disorder continued	Employees Patrons Public Sub contractors	High	<p>13. CCTV: Recording of premises, storage of tapes, dvd's or images directly onto Digital CCTV Recorders is to be undertaken in accordance with company policy which complies with the Data Protection Act. Notice to be displayed at the entrance of the Venue detailing premises policy. CCTV Logs to be completed daily and all images taken away by authorities to be signed for and returned at the appropriate time. Covert, Head and Hand Held cameras to be requested from the Operations Director if the Risk Assessment justifies.</p> <p>14. First Aid Facility: First aid is only to be carried out within staff controlled areas (i.e. first aid room) and by trained members of staff. A trained First Aider must be on duty during all operating hours. First Aid containers are to be situated on each bar, DJ Box and General Office. These must be inspected monthly and restocked when required.</p> <p>15. Door Supervisor training: Door Supervisors to receive annual refresher training in company protocols including: conflict management, emergency management, first aid, social responsibility, the law, drugs awareness and operational policies.</p>	Yes	Hear Doorm
5.	Noise / Hearing Damage	Employees Patrons Sub Contractors	High	<p>1. Noise levels to be assessed periodically by a competent person. Where possible the source of noise is to be reduced to a minimum reasonably practicable level.</p> <p>2. Door Supervisors to be informed of the risks from high noise dosage.</p> <p>3. Hearing protection to be made available to all employees. Employees to be instructed in its use.</p> <p>4. If the noise level exceeds 90dB and cannot be reduced, the wearing of hearing protection to be enforced.</p>	Yes	GM

File 4- Security Management



6. Alcohol / Drug misuse causing disorder and/or physical illness	Employees Patrons	Med	Yes	Hea Doorn
<p>1. All Door Supervisors to be trained in drug awareness.</p> <p>2. Searching Policy: Random customer searches by trained same gender Door Supervisors to be undertaken on entering the Unit. Searchers to be informed of the risks from sharps. Permission to be obtained from patrons prior to search.</p> <p>3. Regular toilet checks to be carried out by Door Supervisors and Toilet Attendants.</p> <p>4. First Aid facility to be readily available and a delegated trained First Aider to be on duty at all times.</p> <p>5. Notice to be placed at entrance detailing drugs policy.</p> <p>6. All illegal narcotics to be confiscated from patrons and deposited in Drug's Safe. All seized narcotics to be bagged, tagged and logged in the drug's register. Police to be requested to sign the register on every occasion they remove contents from drugs safe.</p> <p>7. Units to enforce a zero tolerance policy on drugs. The patron to be refused entry on every occasion including a positive identification from the Drug's Dog. Police to be informed in line with local Constabulary policy.</p> <p>8. Use of Drugs Dogs to be requested by GM through the Operations Director – this facility requires a minimum of 7 days notice.</p> <p>9. Identification is to be requested for all patrons attempting to gain admission to the premises who appear to be below the age policy of the particular session. Only Photographic I.D. in the form of a Passport or Photographic Driving License are to be accepted.</p>				

7.	Physical damage to Unit's fixtures and fittings which may cause physical injury	Employees Patrons Employer Sub contractors	Med	1. All fixtures and fittings to be continuously inspected by Door Supervisors throughout operating hours. Loose or damaged areas to be immediately reported to GM immediately. Areas to be isolated if damage to electrical systems is suspected.	Yes	Head Doorm
8.	Falls from height or objects dropped from height over balconies / overhangs causing physical injuries.	Employees Sub contractors Patrons Sub contractors	High	1. Door Supervisors to be informed of risks and to ensure objects / patrons are removed from balcony / overhang area. 2. If appropriate, hazard warning signs to be displayed.	Yes	Head Doorm
9.	Contamination with hazardous body fluids from customers.	Employees	Med	1. All employees to receive annual training in personal protection protocols. 2. Employees to use protective gloves and to dispose of biological waste material correctly. 3. Sterilised pocket facemasks to be made readily available in the First Aid Room.	Yes	Head Doorm:

## 11. Underage events, Operating Policies

There is a market for underage events but we must ensure that they are executed safely and strictly within our licensing objectives. The key licensing objective that you must be aware of in this instance is 'Protection of children from harm'. With this in mind, please adhere to the points below;

a. Any potential underage event **MUST** be discussed with Adrian Swain before any agreement is made.

b. A full risk assessment must be completed and sent to Adrian Swain four weeks before the event.

c. This risk assessment, once signed off, may need to be sent to Licensing 28 days prior to the event. This will be advised by Adrian Swain.

d. At the event, all fridges must be emptied and stock must be locked away.

e. At the event, all displays and any POS relating to Alcohol must be removed.

f. At the event, cigarette machines must be off and covered. **PLEASE**

**NOTE: Smoking is now over 18s**

g. At the event, any AWP/SWP etc. must be turned off and covered.

## 12. Standard Notices

### Drugs and offensive weapons

In order to achieve a safe and drug free environment please note that under no circumstances shall the use of illegal drugs or the carrying of offensive weapons be permitted on these premises. All patrons are liable on entering these premises to be asked, as a condition of entry, to submit to a search.

### Bottles and glassware in toilets

For reasons of safety we would ask you not to take any drinks into the toilet area. We thank you for your assistance.

### CCTV Recording

Please note that CCTV is currently being operated in and around these premises. These images are being monitored for the purposes of crime prevention and public safety. This scheme is being operated and controlled by the management.

### Violence

(Name of Club) does not tolerate violence. Anyone found committing such acts of violence against customers, staff or the company's property can expect to be detained by its employees and handed over to the Police.

### Bottles and glassware on the dance floor

For reasons of safety we would ask you not to take any drinks onto the dance floor area. We thank you for your assistance.

### Undercover Security

Undercover Security operates within these premises. Help us to make your club safe and drug free. Please inform any staff member of any suspicious activity.

### Please Watch Your Drinks

Avoid leaving your drink unattended as unattended drinks will be regularly collected

Do not accept a drink from someone unless you know them or see it being poured in your presence. If you begin to feel unwell or disorientated, please seek assistance from the nearest staff member.

### Age Restrictions

This club has a strict age policy. Customers must be over the age of 18.

ID will be required upon request and only photographic driving licenses or passports will be accepted.

# Index

## Gatecrasher Documents

1. Gatecrasher Security Management
2. Hope and Glory case (2009) EWHC 1996 (Admin).
3. Email correspondence
4. ID Vista
5. Sample Incident report form

## Documents from National Security

6. Mission Statement, Aims & Objectives
7. Search Policy
8. Drugs Policy
9. Quality Policy
10. Contractual and Risk Assessment for the provision of door supervisors
11. Access / Egress and Ejection Policy
12. Drunk and Disorderly Policy
13. Corporate Social Responsibility