

Licensing Sub-Committee

Supplementary Agenda A

Wednesday 5 February 2025 at 6.30 pm

This meeting will be held remotely

Watch the meeting live: youtube.com/hammersmithandfulham

MEMBERSHIP

| Administration: | Opposition: |
|--|------------------------|
| Councillor Patrick Walsh (Vice-Chair) Councillor Florian Chevoppe-Verdier | Councillor Jose Afonso |

CONTACT OFFICER: Amrita White
Committee Co-ordinator
Governance and Scrutiny
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Public Notice

This meeting will be held remotely. Members of the press and public can watch the meeting live on YouTube: youtube.com/hammersmithandfulham

Speaking at Licensing meetings is restricted to those who have submitted a representation and registered to speak.

Date Issued: 30 January 2025

Licensing Sub-Committee Supplementary Agenda A

5 February 2025

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| 3.2 | CAPITAL THEATRE, WESTFIELD LONDON SHOPPING CENTRE, ARIEL WAY, LONDON, W12 7GF - CORRESPONDENCE TO OBJECTORS | 49 - 56 |

From: Sue Dowling
Sent: 29 January 2025 09:56
To: Mckenna Lorna: H&F <Lorna.Mckenna@lbhf.gov.uk>
Cc: Belinda McGarry; Amanda Murray; Jordan Taylor; James Bradshaw
Subject: RE: UPDATED CONDITIONS (KIN533/1)

Dear Lorna

Amended Application

Thank you for the below. Yes, it is absolutely fine to forward on my email to the resident objectors – thank you.

There are a couple of errors and one deletion in/from your email below – I have corrected it in red and removed now the reference to 'off sales'.

With thanks and best regards

Sue

From: Mckenna Lorna: H&F <Lorna.Mckenna@lbhf.gov.uk>
Sent: 29 January 2025 09:06
To: Sue Dowling
Cc: Belinda McGarry >; Amanda Murray; Jordan Taylor James Bradshaw
Subject: RE: UPDATED CONDITIONS (KIN533/1)

Hi Sue,

Many thanks for sending the below email.

I will update the residents, with the below details – are you okay with me sending through the email with the attachments?

As per your email, please could you confirm the new hours being requested are as follows:

Licensable Activities sought:

Plays, Films, Live Music, Recorded Music, Dance, Anything similar to music or dance - Indoors Only

Mondays to Sundays - 09:30 to 00:30 (previously 01:30)

Late Night Refreshment - Indoors Only

Mondays to Sundays - 23:00 to 00:30 (previously 01:30)

The Sale of Alcohol - On the Premises

Mondays to Sundays - 09:30 to 00:30 (previously 01:00)

Proposed Opening Hours:

Mondays to Sundays - 09:00 to 01:00 (previously 02:00)

Please let me know by return of email and I will contact the objectors today, and I look forward to receiving the applicant bundle with the amended application and additional information.

Kind regards

Lorna McKenna

Licensing Compliance Officer

Licensing

Place Department

Hammersmith & Fulham Council

From: Sue Dowling

Sent: 28 January 2025 16:45

To: Mckenna Lorna: H&F <Lorna.Mckenna@lbhf.gov.uk>

Cc: Belinda McGarry <; Amanda Murray >; Jordan Taylor

Subject: UPDATED CONDITIONS (KIN533/1)

Dear Lorna

Capital Theatre – Dirty Dancing

Thank you for your email and the very comprehensive Agenda Papers – very helpful. In view of these, I am just cutting back our Applicant's bundle to avoid duplication. I hope to be able to send it across tomorrow.

In the meantime, I can confirm the following which may give the four local residents some additional comfort – perhaps you would update them of these developments when you have a moment?

I can confirm that having considered their comments, the Applicant is content to:

1. Cut back the proposed opening hours to 1 am latest (with licensable activities finishing by 12:30pm/00:30, latest) from the hours sought in the original application.
2. Reduce the proposed hours for any licensable activities on the external terrace in the evening to conclude *at the latest*, at the end of the evening (mid-performance) interval; and
3. Amend its application so that it is clear that only 'on-sales' are permitted. There will be no 'off-sales'.

We have therefore updated the Conditions – see version attached – to reflect these changes (and also to renumber them throughout from 1 to 22). We will include this latest version the Applicant’s bundle clearly marked tomorrow.

In terms of audience arrival/dispersal, there is a raft of information on Capital Theatre’s website designed to assist (and encourage) those coming to/from the theatre to use public transport or the extensive parking facilities available (and in line with that, to minimise any risk of disturbance to local residents). This information is easily accessible through [Capital Theatre - Dirty Dancing](#) in the FAQ section. This also links with further information available through Access Westfield London - [Access Westfield London](#)

Our Clients very much wish to reiterate to all concerned that their theatre will be professionally operated to a very high standard in accordance with a detailed Event Safety Management Plan (as confirmed in the bespoke volunteered conditions). They wish their theatre to be a welcomed addition to the local environment, to extend the availability of musical performances to those who wish to attend, without negatively impacting on that environment. They are confident that through the operation of their ESMP; the nature of the planned performances and the excellent transport facilities linked to the Centre, the Licensing Objectives will be promoted at all times.

More to follow tomorrow,

With best regards

Sue

Sue Dowling

Partner

For and on behalf of Blandy & Blandy LLP

From: Sue Dowling <Sue.Dowling@Blandy.co.uk>
Sent: 30 January 2025 10:15
To: Mckenna Lorna: H&F <Lorna.Mckenna@lbhf.gov.uk>
Cc: Belinda McGarry <Belinda.McGarry@Blandy.co.uk>
Subject: (KIN533/1)

Dear Lorna

**Capital Theatre – Committee Hearing, 5 February 2025
Further Information for the Local Resident Objectors**

Apologies that we have not as yet finalized the Applicant's bundle. My assistant and IT manager are just sorting out the bundle now (it has various links in it which are proving a challenge for me!) and we will be able to get this to you by 1pm latest today.

In the meantime, I have taken my Client's specific instructions on the questions raised by one of the Objectors and set out their responses below. It may be best that these responses are considered along with the additional information in the Applicant's bundle (which includes a Security Overview and Dispersal Plan provided by Westfield (URW), the Applicant's Landlord – relating to the wider Westfield environs and its excellent links with public transport). It is however also absolutely fine for you to forward this email and the responses to the Objectors now, and we can then follow up with the Bundle early afternoon. We hope that the additional information below will allay the concerns of the local residents concerning the theatre's planned operation in terms of its gentle egress of its audience, following a performance in the evening.

Responses to Questions raised by Local Resident:

1. *What is the maximum capacity for the venue, what numbers are expected per performance.*

The maximum number is currently 670 (subject always to Fire Risk Assessment/cap) as the theatre space has been designed to be intimate with the audience being seated in-the-round and each member being no more than 8 seating rows from the stage area.

2. *Can the applicants confirm that patrons leaving after 11pm will not be able to exit the centre from the exit next to Zizzi by the theatre (that this will be closed) as this would lead them directly onto Wood lane and could potentially disturb residents.*

Capital Theatre, as a tenant of the wider Westfield centre, does not have control of the entrances and exits to Westfield. The Applicant has however sought clarification from Westfield, which has confirmed that the doors closest to Capital Theatre, by Zizzi restaurant, are locked at 12pm. The Applicant's understanding from Westfield is that it is not able to change that timing due to activity across its centre, in their tenants' other businesses.

However, the Applicant is very happy to confirm that its management, security and usher teams will (as part of its standard operating procedures) help direct patrons from their venue, towards the exits in the main atrium.

3. *Can they confirm that patrons will be directed to leave the venue by the exit in the main atrium and be directed towards the Central line Tube station and Bus stops. Which will not cause any disturbance to residents as that exit is away from homes, this will be a reassurance to residents in the neighbouring streets.*

Please see the information set out under point 2. The Applicant can indeed confirm that it will proactively direct their patrons to the exits in the main atrium. Further, Westfield has confirmed to the Applicant that it is willing to work with our team so that their staff do the same. This aspect of its theatre operations will form part of the training of all Capital Theatre's management, security and usher teams.

4. *Can the applicants confirm that patrons who choose to drive will be given a favourable discount/incentive to park in the Westfield Car park, to prevent them parking on our local streets as this is a controlled zone with residents parking until 10pm. That this information will be clearly displayed on their website to say that the area has limited parking for visitors and is patrolled by wardens until 10pm and it is advised that they park in the Westfield Car Park.*

As a tenant of Westfield, the car parks not within Capital Theatre's control and accordingly they are not consequently able to offer discounts. [The Applicant understands that Westfield does not offer any discounts to any of the businesses operating within their centre, including the cinema (which trades late into the night/early morning)].

In terms of transport facilities available to those visiting our theatre, the Applicant has full details of the public transport links and car park facilities at Westfield, on its website. The Applicant will also update its website (prior to opening) to include clear wording to advise patrons of the local area parking restrictions and to advise that, if driving to its theatre, parking facilities are available at Westfield. The Applicant will also add this information to any pre-performance communications its sends to patrons.

With best regards

Sue

Sue Dowling

Partner

From: Sue Dowling
Sent: 30 January 2025 13:26
To: Mckenna Lorna: H&F <Lorna.Mckenna@lbhf.gov.uk>
Cc: Amanda Murray; Jordan Taylor; James Bradshaw; Anisha Ali
Subject: FW: (KIN533/1)

Dear Lorna

Capital Theatre: Applicant's Bundle for the Hearing on 5th February

Here is the Applicant's bundle ready for the Hearing next week. It does have a number of links in it (including to a trailer to give the Committee and all present a good flavour of the Dirty Dancing performances that will take place at the theatre) which we hope we will be able to access during the Hearing.

With best regards

Sue

Sue Dowling
Partner

**Capital Theatre, Westfield, London
New Premises Licence Application:**

Bundle for the Committee Hearing: 5 February 2025

| | Document Description | Page Number |
|----|---|--|
| 1. | Introductory Trailer to Dirty Dancing at Capital Theatre - London - Dirty Dancing | |
| 2. | Updated Premises Licence Application: <ul style="list-style-type: none"> • Amended Proposed Hours for Licensable Activities • Updated bespoke volunteered Conditions | 1 2 – 6 |
| 3. | Capital Theatre – Presentation with <ul style="list-style-type: none"> • General Summary of planned Theatre operation • Location within Westfield Shopping Centre • Centre Map showing wider location • Proposed Operating Times • Transport Facilities • Plan showing Main Entrance/exit to Theatre • Photographs of external location • Organisation Structure (draft) • Impression of planned Auditorium • Dirty Dancing – The Journey | 7 8 9 10 11 12 13 14 15 16 17-18 |
| 3. | Additional Supporting Information: <ul style="list-style-type: none"> • Operating Schedule • Producers and Creative Team • Lease Clause – Noise Management • Transport Information available through website - Capital Theatre – Dirty Dancing and Access Westfield London • Westfield London Security Overview with Dispersal Plan | 19 – 20 21 – 25 26 27 - 28 |
| 4. | Email Responses to Representations | 29 - 38 |
| 5. | Summary relating to other theatre operations. | 39 |

**Capital Theatre:
Updated Premises Licence Application (to reduce hours of operation)**

Licensable Activities sought (through updated application as at 29 January 2025)

Plays, Films, Live Music, Recorded Music, Dance, Anything similar to music or dance -
Indoors Only

Mondays to Sundays - 09:30 to 00:30 (previously 01:30)

Late Night Refreshment - Indoors Only

Mondays to Sundays - 23:00 to 00:30 (previously 01:30)

The Sale of Alcohol – ‘On’ the Premises

Mondays to Sundays - 09:30 to 00:30 (previously 01:00)

Proposed Opening Hours:

Mondays to Sundays - 09:00 to 01:00 (previously 02:00)

Subject to bespoke Licence Conditions (amended 28 January 2025)

Capital Theatre, Westfield Shopping Centre

Ariel Way, London

Expanded Conditions proposed 16 January 2025 and Updated 28 January 2025

These draft conditions are offered to support the application for a new Premises Licence for the proposed Premises, Capital Theatre. They may be revised following input from the Responsible Authorities/Interested Parties.

In addition to the below, the Applicant has agreed to cut back the proposed daily licensing hours detailed in the application to 00:30, with closure of the Premises by 01:00 at the latest, and to limit its application to on-sales only.

1. At all times, Licensable Activities during, or following, an Auditorium Performance at the Premises shall only be available to those who have attended the Performance as a ticketed guest, performer or as a member of the Premises Licence Holder's team. 'Auditorium Performance' means any event involving Regulated Entertainment, the sale of alcohol and/or late night refreshment within the auditorium in the Premises.
2. An Event Safety Management Plan (ESMP) will be developed and shared with the Licensing Authority and other Responsible Authorities (if requested) prior to opening.
3. The ESMP will include details on subjects such as (but not limited to):
 - Layout plans (showing fixed furniture/fittings, and areas in which temporary and/or mobile bars may be used, subject to risk assessment)
 - Noise Management measures
 - Security Management arrangements
 - Access, egress and dispersal arrangements
 - Counter terrorism measures
 - Ticketing
 - Alcohol Management Plan (including Challenge 25 procedures)
 - Crisis Communication Plan
 - Risk Assessments
 - Artists/Show profile

- Special effects
 - The use of glass drinking vessels
 - Drugs Policy
 - Medical Management Plan
 - Child Welfare/Vulnerable Persons Policy
 - Disabled customer/Accessibility policy
4. The ESMP will be a 'living' document which will be reviewed and revised by the Premises Licence Holder (acting by its DPS or otherwise) as a minimum on an annual basis, to ensure that it is updated in accordance with good industry practice.
5. **CCTV**
- a. High Definition CCTV shall be installed, operated and maintained at all times that the Premises is open for licensable activities or customers are on the Premises and shall be checked every two weeks to ensure that the system is working properly and that the date and time are correct.
 - b. At least one camera will show a close-up of the entrance/entrances to the Premises, to capture a clear, full length image of anyone entering.
 - c. It shall cover any internal or external area of the Premises where licensable activities take place.
 - d. The recordings shall be in real time and stored for a minimum period of 31 days with date and time stamping.
 - e. Footage shall be provided to the Police or authorised Council officer on reasonable request made by email to the Designated Premises Supervisor.
 - f. A staff member from the Premises that is conversant with the operation of the CCTV system shall be on the Premises at all times. This staff member will be able to show Police or authorised officers of the Licensing Authority recent data footage with the minimum of delay when requested. This data or footage reproduction shall be almost instantaneous.
 - g. Appropriate signage shall be displayed in prominent positions, informing customers they are being recorded on CCTV.

6. An incident log shall be maintained by the premises that details incidents of note (relevant to the promotion of the Licensing Objectives) that occur in the premises. This shall include any incidents of disorder and ejections as a minimum and shall be available for inspection at any reasonable time by an authorised officer of the licensing authority.
7. A refusals book shall be kept at the premises to record details of all refusals to sell alcohol. This book shall contain the date and time of the incident, a description of the customer, the name of the staff member who refused the sale, and the reason the sale was refused. The book shall be made available to the police and authorised council officers on reasonable request to the DPS.
8. The provision of SIA door security on the Premises shall be on a risk assessed basis. When employed door staff will wear high visibility armbands for easy recognition.
9. Where SIA door supervisors are employed, the following conditions will apply
 - a. The premises licence holder shall ensure that the following details for each door supervisor, are contemporaneously entered into a bound or electronic register kept for that purpose:
 - (i) Full name,
 - (ii) SIA Certificate number and or badge number, or registration number of any accreditation scheme recognised by the Licensing Authority (including expiry date of that registration or accreditation),
 - (iii) The time they began their duty
 - (iv) The time they completed their duty.
 - (v) This register is to be kept at the premises at all times and shall be so maintained as to enable an authorised officer of the Licensing Authority or a constable to establish the particulars of all door stewards engaged at the premises during the period of not less than 28 days prior to the request and shall be open to inspection by authorised officers of the Licensing Authority or a constable upon request.
10. As part of the drugs policy, a lockable "Drugs Box" will be on site. Only the DPS and nominated members of management shall have access. All controlled drugs or items suspected to be or to contain controlled drugs found at the Premises must be placed in this

box as soon as reasonably practicable and when emptied of its contents all must be given to the designated officer of the Metropolitan Police for appropriate disposal, or as otherwise agreed.

11. Adequate and appropriate first aid equipment and materials will be kept on site, regularly checked and kept in an easily accessible place for staff.
12. All exit routes will be kept unobstructed, with non-slippery and even surfaces, free of trip hazards and clearly signed.
13. Capacity figures shall be limited to those as set out in the Fire Risk Assessment.
14. The Premises will adopt the "ask Angela" (or similar) scheme. All staff will be trained in the process to be adopted when any customer "asks for Angela". Should the customer "ask for Angela" the matter will be recorded in the incident log.
15. The Premises shall have a policy to ensure the welfare and safeguarding of vulnerable patrons. Staff shall be able to support and assist people who feel unsafe, vulnerable or threatened. Should customers approach the venue for assistance, these incidents shall be recorded in the incident log. This policy shall be made available to police or authorised officers of the Licensing Authority upon request.
16. The Licensee shall provide training for all staff to ensure that they are familiar with all means of ingress and egress and the appropriate procedures in case of any emergencies that require an immediate evacuation of the Premises.

Glassware

17. The use of glassware in the main auditorium shall be risk assessed and a copy of the risk assessment shall be kept on site and shared with representatives of the responsible authorities on reasonable request.
18. The external terrace shall be managed with sufficient staff to ensure that those in that area do not leave the external area with alcoholic beverages.

19. Licensable activities in the external terrace shall cease (at the latest) **to tie in with the end of the evening performance interval. From that time, the area will remain** closed to the public ~~by 23:00¹~~— and any tables/chairs which are not fixed to the ground will be stored inside, on closure of the premises.

Staff Training

20. The Designated Premises Supervisor shall ensure that all staff, supervisors and managers responsible for selling alcohol receive an induction in the legality and procedure of alcohol sales prior to undertaking the sale of alcohol. This training shall include; times of operation, licensable activities and all conditions. Training documents shall be signed and dated, and training records be made available to police and authorised council officers on request. The records shall be retained for at least 12 months.
21. The training referred to in condition 19 above shall be repeated by way of refresher training to staff on a regular basis. Training documents relating to that refresher training shall be signed and dated, and training records be made available to police and authorised council officers on reasonable request. The records shall be retained for at least 12 months.

Underage sales

22. At all times that the premises is operating under this licence, the Premises Licence Holder shall ensure that its staff operate a Challenge 25 Policy (to minimise the risk of alcohol being sold to underage customers). This Policy shall provide that before any sale of alcohol any person who appears to be under the age of 25 will be required to produce photo ID in the form of a passport; driving licence, UK Military ID card; PASS (or similar) card or any other form of ID approved by the Home office for the purpose of age verification of sales of alcohol, to prove that he/she is over the age of 18.

Updated 28 January 2025

¹ This deadline will be extended on NYE/NYD until permitted hours commence on 1 January each year as detailed in the application.

CAPITAL THEATRE
LONDON

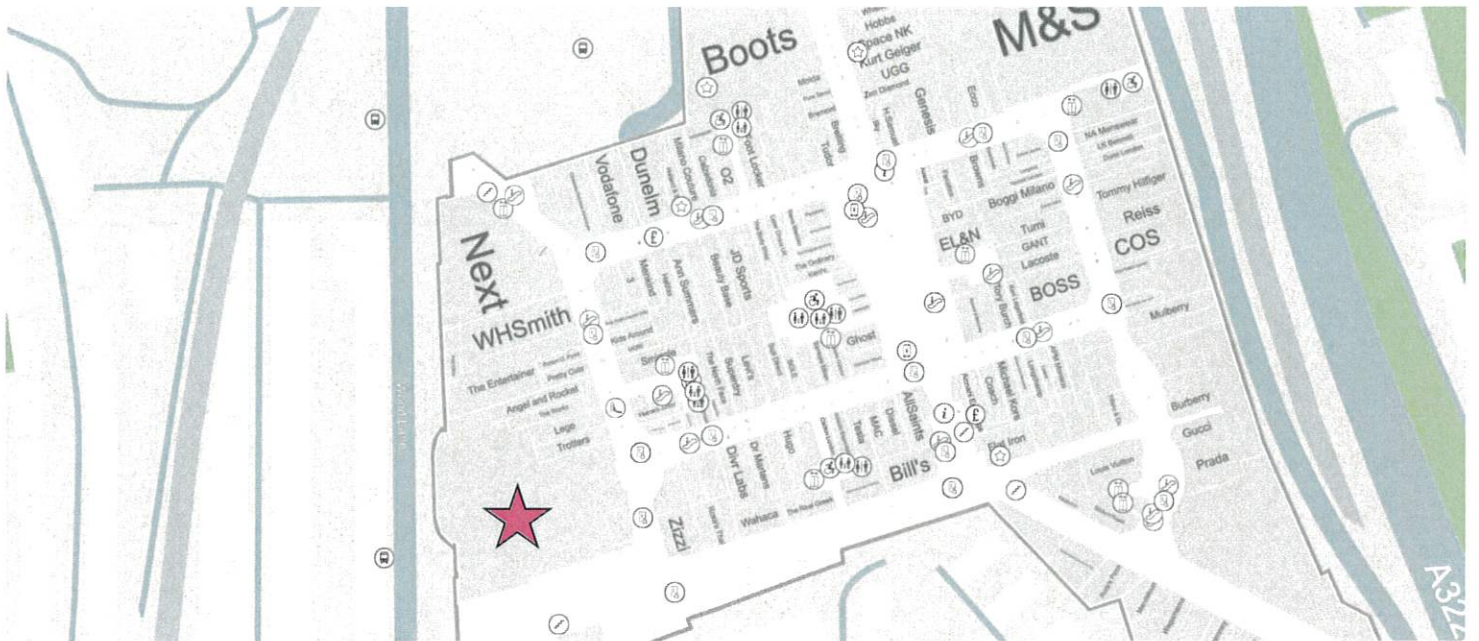
*Dirty
Dancing*

THE CLASSIC STORY ON STAGE

The Capital Theatre

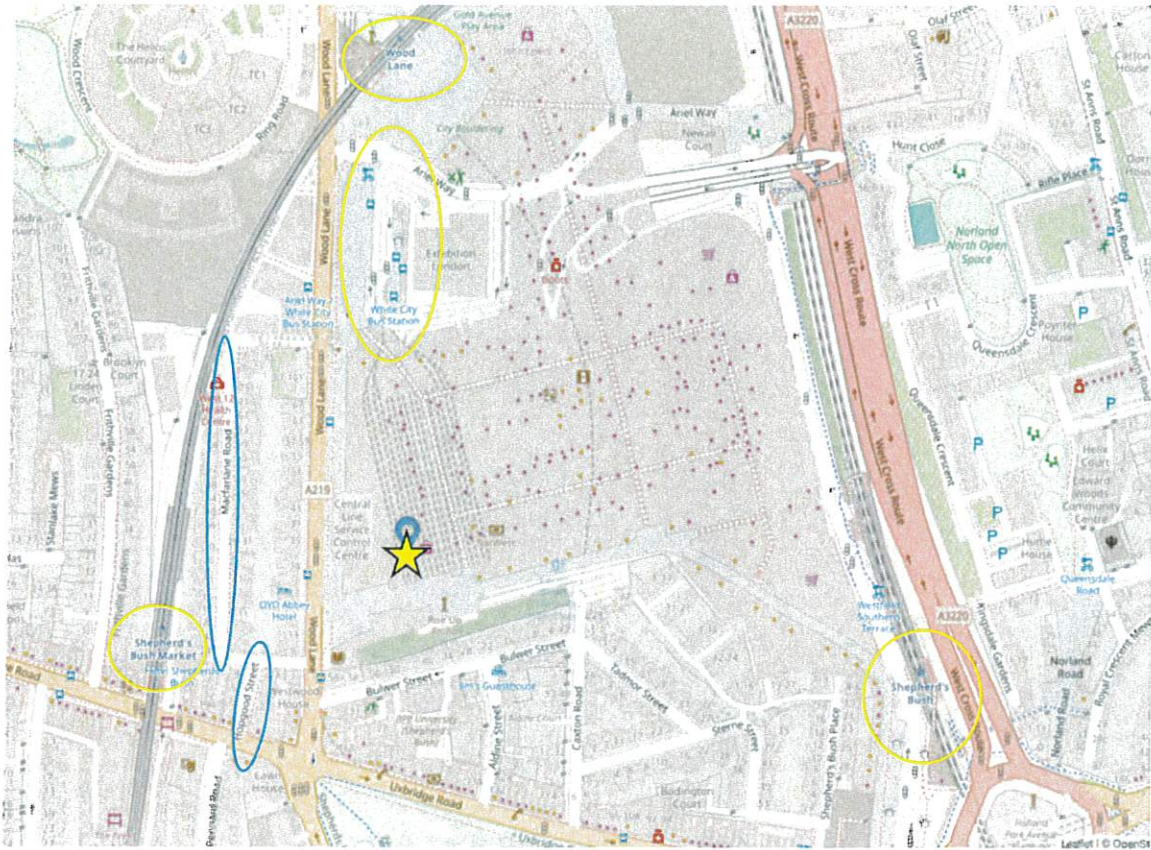
- A brand-new 600+ seat theatre situated in the Westfield Shopping Centre, Shepherds Bush.
- The Capital Theatre will open in October 2025 with the award-winning *Dirty Dancing The Classic Story on Stage*. A long-term lease agreement has been achieved to allow *The Classic Story on Stage* to be presented in an open-ended (long running) engagement.
- The theatre space will have a bespoke build and fit out, exclusively for the launch of *Dirty Dancing*. The theatre auditorium is intimate, achieving a high-quality experience for audiences with each customer being no more than 8 seating rows from the performance stage area.
- Conceived, designed and to be built by experienced theatre stage professionals, the venue itself will share qualities with existing flexible venues such as London's Young Vic Theatre, the Donmar Warehouse and the Dorfman at the National Theatre.
- The venue is ideally situated to compete successfully with more traditional venues such as the Garrick (732), The Other Palace (300), The Vaudeville (690), and the Duke of Yorks (660) optimising the financial potential for the production and the theatre.
- The venue contractors have also been responsible for designing and delivering adapted London theatre venues such as the Bridge Theatre and the entirely reimagined performance space created as the Kit Kat Club for the current award-winning production of Kander and Ebb's *Cabaret*.
- This new theatre performance space has been conceived to uniquely deliver a premium customer and audience experience including a theatre ticket office, cloakroom facilities, food and beverage opportunities and both pre and post show dining experiences, as well as first class lavatories and fully accessible facilities for those patrons with access needs.
- The new venue will accommodate first class backstage facilities including offices, dressing rooms, storage, creative&technical facilities, management offices and performer's changing rooms with lockers and showers. The front of house of the venue, including a Souvenir Store, Cafe and Ticketing & Box Office, will be open 7 days a week offering premium customer experience and service throughout the day.




Location in Centre



Ground floor - in the unit previously occupied by Debenhams

Centre Map



-  Location of Capital Theatre
-  Transport links for the theatre
-  Objectors residence

Venue Operating Times

Proposed venue operating times below for the running of the Venue Box Office and the proposed performance schedule.

Box Office opening hours

(subject to performance schedule)

| | |
|------------------|----------------------|
| Monday | 10:00 AM to 08:00 PM |
| Tuesday | 10:00 AM to 06:00 PM |
| Wednesday | 10:00 AM to 08:00 PM |
| Thursday | 10:00 AM to 08:00 PM |
| Friday | 10:00 AM to 08:00 PM |
| Saturday | 10:00 AM to 08:00 PM |
| Sunday | 12:00 PM to 08:00 PM |

The below is the proposed performance schedule, there will be no performances held on Tuesdays;

| | |
|------------------|--------------------------|
| Monday | 07:30 PM |
| Tuesday | No Performance Scheduled |
| Wednesday | 07:30 PM |
| Thursday | 07:30 PM |
| Friday | 07:30 PM |
| Saturday | 02:00 PM & 07:30 PM |
| Sunday | 01:00 PM |

Westfield

LONDON

Parking

5200 car parking spaces spread across 3 Car parks.

Public Transport



Four Underground stations provide easy access to the centre, a few minutes walk away

Shepherds Bush

White City

Wood Lane

Shepherds Bush Market

The Shepherd's Bush National Rail station

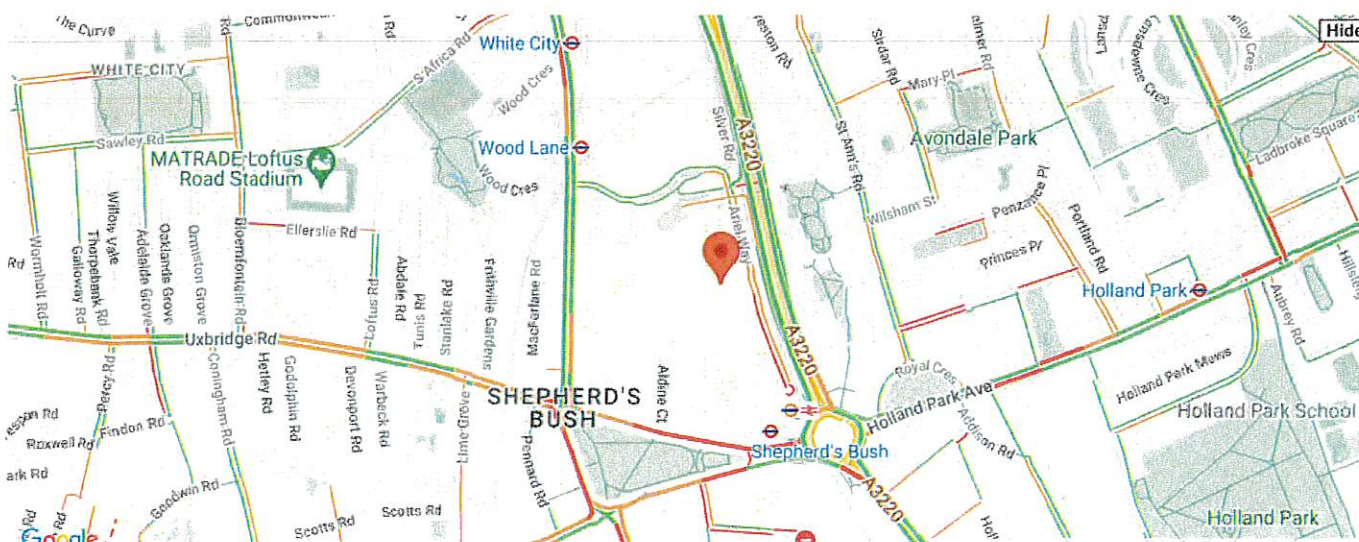
White City Bus Station: 31, 49, 148, 207, 237, 260, SL8 and C1 Shepherd's

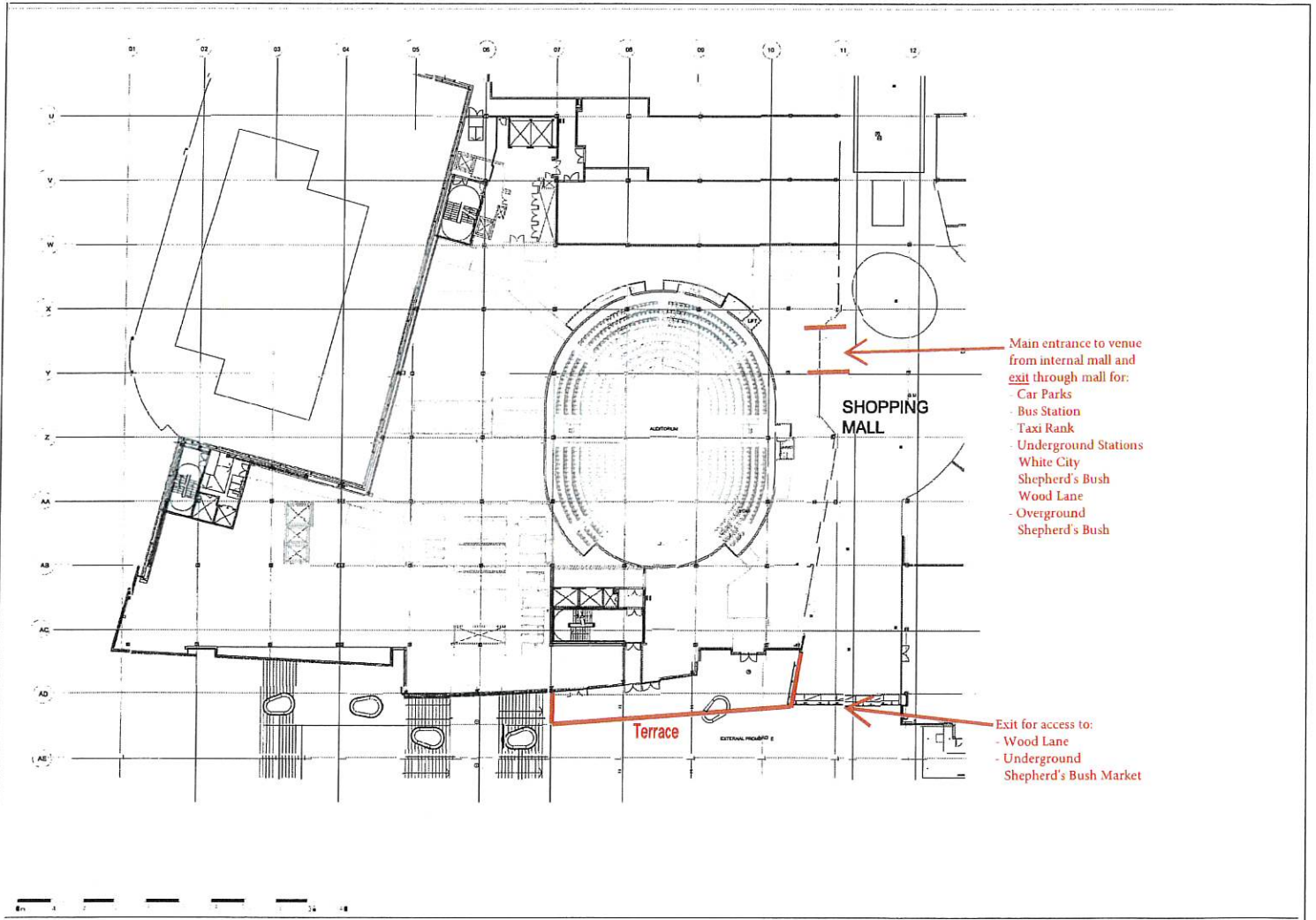
Bush: 72, 94, 95, 220, 272, 283, 295 and N207

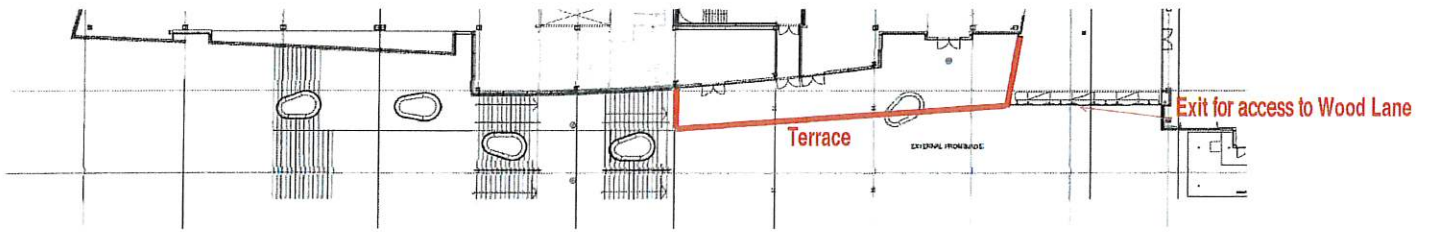
Taxis

Westfield London's Taxi Lounge and covered taxi rank means getting to and from the centre by cab is easy and convenient.

If you wish to depart from Westfield London today, come to our Taxi Lounge, located in Lift Lobby 2 on the Middle Car Park, Level -2 and we will call one for you or, if available, you can simply take a black cab from the taxi queue.







Main entrance to venue from the internal shopping mall with access to exterior doors leading to Wood Lane.



Westfield Shopping Centre's exit out onto promenade, leading to Wood Lane.



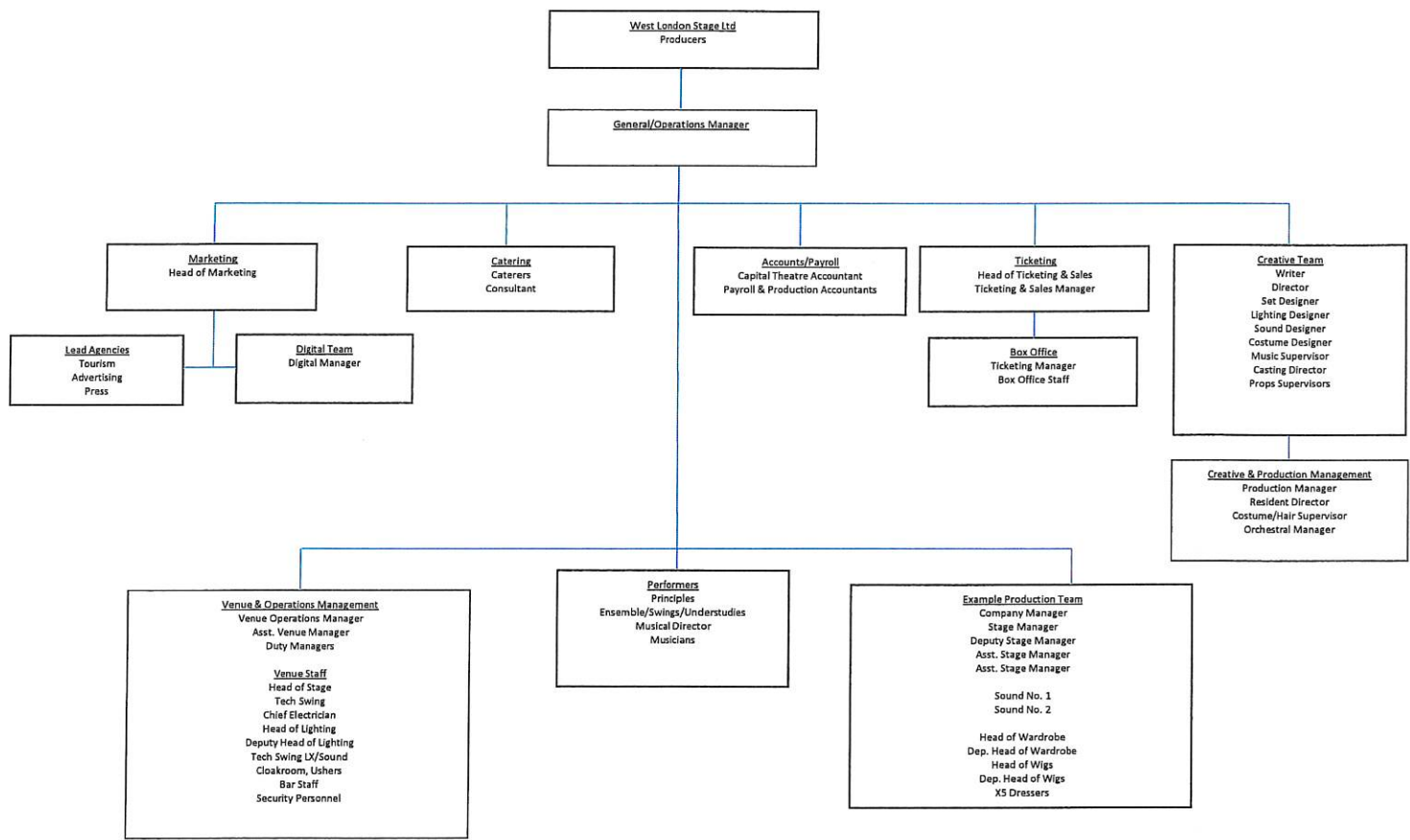
Promenade steps leading down to Wood Lane.



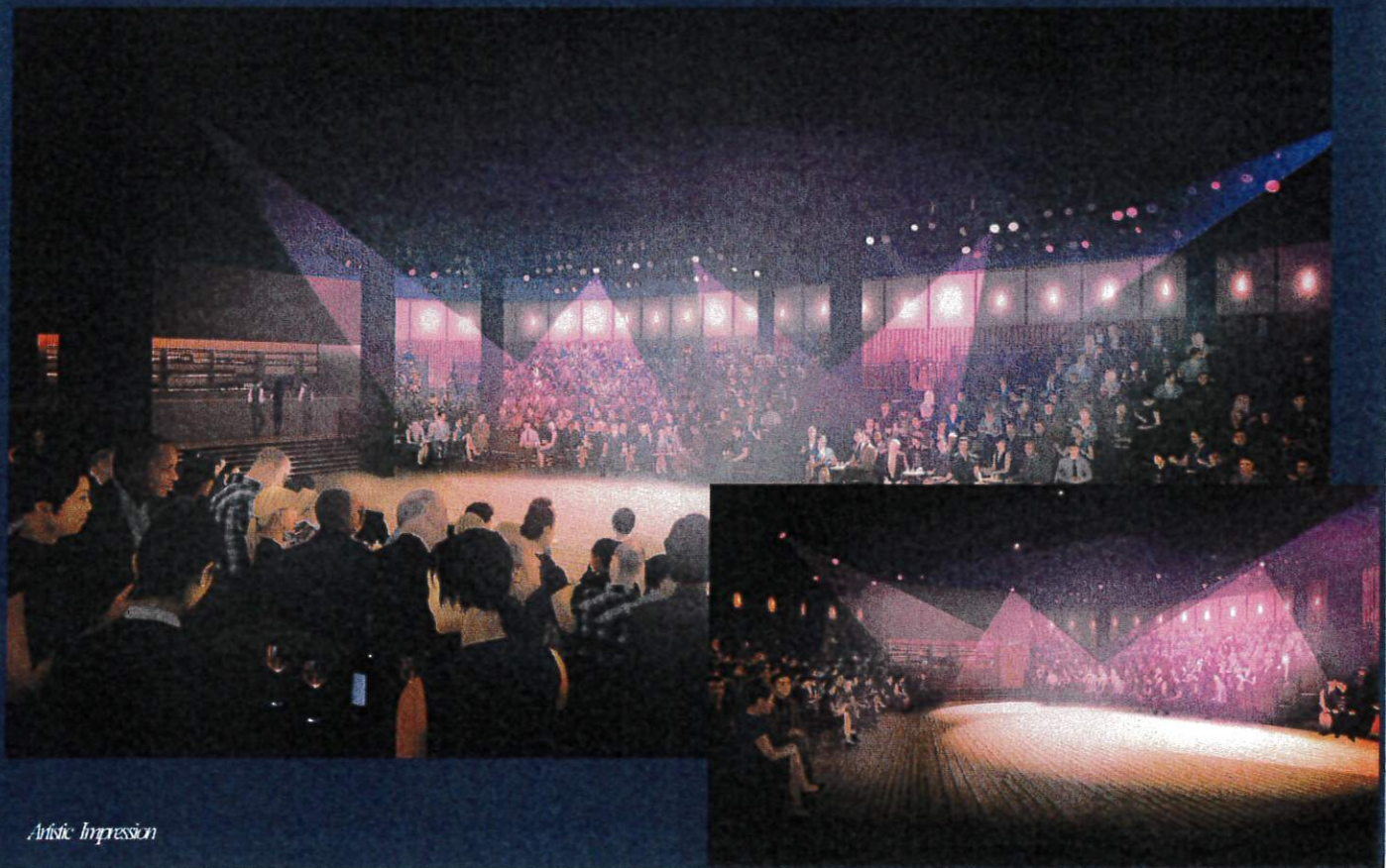
Street view of steps at the bottom of the promenade (Wood Lane street level). Entrance to Westfield circled in yellow.

West London Stage Ltd
Example Organisational Chart 2025

CAPITAL THEATRE
LONDON



Auditorium



Artistic Impression

Dirty Dancing - The Journey





CAPITAL THEATRE

LONDON

The venue will be a Performance/Theatre space.

This venue (which forms part of the Westfield Shopping complex) will be a new permanent flexible (and accessible) theatre space in Shepherd’s Bush London.

The venue is set over 35,000 square feet and is located in the southwest corner of the shopping centre on the site of the ground floor of the former Debenhams department store.

As well as a first-class auditorium, the venue will also house a foyer café/bar, box office and merchandise facilities, with backstage areas/rehearsal rooms/ offices/dressing rooms and creative and technical facilities. In front of the venue there will be an external terrace area.

The theatre space on opening will launch with a revival of Dirty Dancing – The Classic Story on Stage – the first performance being on 23 October 2025.

Note - all guests to the auditorium performance at Capital theatre will have purchased (or will have had purchased for them) a ticket to the show/experience beforehand much the same as one would purchase a ticket to a Theatre performance as well as being able to purchase tickets in advance from an onsite Box Office. Some ticket types will include a complimentary beverage/canapes/merchandise.

Following the conclusion of the performance (with professional actors/singers/dancers etc) the audience will be able to (if they wish to) then enjoy a dance to music from the era of Dirty Dancing (1950s/60s Americana). Further information can be found at: <https://capitaltheatre.co.uk/>

The Theatre will be professionally staffed and operated to a high standard.

In terms of noise control, the Theatre will be purpose-built and must operate next to other operations at Westfield Shopping Centre. It is consequently not anticipated that there will be any issues relating to the control of noise from the planned licensable activities within these premises.

The Theatre will also benefit from the existing exceptional transport links to Westfield Shopping Centre. These links already service much later venues (some of which open until 03:00). The venue itself is not near to any noise sensitive premises. The venue will also benefit from the extensive measures in terms of security and CCTV implemented by the Westfield Shopping Centre to promote safety on the wider Westfield site.

The venue operations team will ensure the operation of the venue is professionally designed, planned and managed, in order to ensure we do not have an adverse impact on the immediate environment and neighbours.

CAPITAL THEATRE

LONDON

We will undertake pre-opening and refresh training to address all of the operational components that minimise public nuisance. Preventing public nuisance, ensuring public safety at the venue, reducing crime and disorder and protecting minors and vulnerable people will be central to the successful management of the venue. The access and egress of our guest will be carefully monitored at all times.

A telephone number will be provided which residents can call if they feel that noise levels are unreasonably intrusive. This number will be managed by the Venue Management Team on duty. If the noise complaint is due to patrons arriving at or leaving the building, whilst this will be continuously monitored as a matter of course, the Venue Management will take immediate steps to rectify the situation as it is occurring. Details of the complaint will be noted and kept on file and will include information on the complaint, name of complainant and steps taken to resolve the complaint. Should complainants request, the complainant will also be notified of the steps taken to resolve their complaint.

With the collapse of the Debenhams chain of stores and the fact that the unit has been sitting empty for a considerable period of time, it is hoped that the considerable investment in the development of this licensed Theatre (on the ground floor of the former Store) will breathe life into this part of Westfield Shopping Centre and that it will be seen by all concerned as a real benefit to the locality.

CAPITAL THEATRE

LONDON

PRODUCERS

Karl Sydow

Producer – *Dirty Dancing The Classic Story on Stage* and Partner – Capital Theatre

Karl Sydow is an award-winning stage and film producer, and one of the UK's most successful theatrical entrepreneurs. He has over 100 producing credits in a career spanning over 40 years. Recent theatre includes: *An Hour and a Half Late* (Theatre Royal Bath and UK tour); *Noises Off* (Lyric Hammersmith and Garrick, West End); *The Light in the Piazza* (Royal Festival Hall/LA Opera/Lyric Opera of Chicago); *Toast* (West End/UK tour); *Sweat* (Gielgud, West End - Evening Standard Award for Best Play); *Valued Friends* (Rose Theatre, Kingston); *Invisible Cities* with 59 Productions (Manchester International Festival/Brisbane Festival, Australia); since 2018, Alan Ayckbourn's *The Divide* (The Old Vic and Edinburgh International Festival); David Hare's *The Moderate Soprano* (Duke of York's Theatre); and *Sketching* by James Graham (Wilton's Music Hall), as well as *Red Joan*, a film featuring Dame Judi Dench, which premiered at the Toronto Film Festival produced with David Parfitt. His productions have won more than 20 Olivier awards. Karl's production of *Dirty Dancing Live on Stage* has broken box office records in the UK, France, Italy, Australia, Germany, South Africa, Hong Kong, Singapore, Belgium, and Denmark.

Ivan Mactaggart

Producer – *Dirty Dancing The Classic Story on Stage* and Partner – Capital Theatre

Ivan is a feature film and television producer with 30 years of industry experience and a background in finance. Ivan has backed some of the most successful British films including *Billy Elliott*, *Made in Dagenham* and *Bend it Like Beckham*. He was previously a partner in Trademark Films with Producer David Parfitt (*Shakespeare in Love*). Whilst there he also produced *My Week with Marilyn* and the BBC/HBO drama *Parade's End* starring Benedict Cumberbatch and Rebecca Hall. He has since founded The Cambridge Picture Company.

Adam Kenwright

Partner – Capital Theatre

A successful businessman with a career in Advertising, Live Entertainment and Production. Adam founded and ran the international agency, AKA, for 20 years. AKA was sold in December 2015 to US Private Equity company Providence. At the time of sale AKA had 9 international offices and over 400 staff, with a client base spanning Film, TV, Theatre, Museums, Galleries and Visitor Attractions.

Between 2016 and 2021, Adam was the EVP of ATG, the largest Theatre company in the world and a group board director and shareholder. Between 1999 and 2006, Adam also produced more than 20 shows internationally including *De La Guarda* (London's Roundhouse), *Stones in*

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His Pockets (West End, UK tour, Toronto, Broadway, US tour, Australia and more than 15 additional international productions), *Cooking with Elvis* (West

End and UK tour), *High Society The Musical* (West End and UK tour), *RENT* (West End and UK tour), *The Lieutenant of Inishmore* (West End, Australia and UK tour), *Def Poetry Jam* (Edinburgh Festival), *Sweeney Todd* (West End, UK tour, Broadway, Toronto and US tour), *Madame Melville* (West End), *A Day in the Death of Joe Egg* (UK tour and West End), *Taboo The Musical* (West End, UK tour and Broadway) and *Zorro* (UK tour, West End, France, Netherlands, South Korea, Brazil, Israel, Japan and Russia). Adam founded Kindred Partners in 2021 to create, produce and manage theatre and live entertainment.

Luke Johnson

Partner – Capital Theatre

Luke Johnson is a British entrepreneur. he is a former chairman of the Pizza Express chain, the Royal Society of Arts and Channel 4. Previously he has owned, or part owned several businesses and restaurants including AKA, The Ivy and J Sheekey. He is the part owner and chairman of Gail's Bakery, Brighton Pier, All Star Lanes and Feng Sushi, among other businesses.

CREATIVE TEAM

Federico Bellone

Director and Designer for *Dirty Dancing The Classic Story on Stage*

West End: *Dirty Dancing The Classic Story on Stage* (Dominion Theatre, Phoenix Theatre)

International: *The Addams Family* (Sao Paulo), *Charlie and the Chocolate Factory* (Milan), *Ghost* (Madrid, Italy, Mexico City), *An American in Paris* (Genoa Opera House), Disney and Cameron Mackintosh's *Mary Poppins* (Milan, Rome), *Dirty Dancing* (Italy, Mexico City, Spain, Belgium, UK and Ireland, Germany, France, Luxemburg, Monte Carlo, Austria), Disney's *Newsies* (Milan), *West Side Story* (Florence Opera House), *Sunset Boulevard* (Todi Festival), *Sugar* (based on the screenplay *Some Like it Hot*) (Italy), *The Bodyguard* (Milan, Rome, Spain), *Grease* (Italy), *Titanic – The Tale of a Dream* (Italy, also Author and Composer), Disney's *High School Musical* (Italy), *Annie* (Italy, also Translator), *Little Shop of Horrors* (Italy), *Fame* (Italy, also Translator), *Flashdance* (Italy), American Bar, 8 Times Academy Award Winner Alan Menken Piano Concert (Milan),

Workshops: *Houdini* (New York), *Sugar* (London), *Newsies*, *Around the World in 80 Days*, *Notte prima degli esami* (Milan).

Author and/or Composer: *St Valentine's Night* (Ernesto Calindri Award. Also Leading Man), *Peter Pan*; *Dance Lessons*.

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As Performer: *Cinderella* (Prince Charming), *Caffe Esperanto* (Lead), *Hello Dolly!*

TV: Musical Awards; *Amici*, *Sister Act – The Casting*.

Previously Artistic Director for Nazionale and Brancaccio Theatres for Stage Entertainment. Winner of the Garinei and Giovannini Award with mention by the Italian President as Best Italian Director for Musical Theatre in 2019.

Amanda Murray **General Manager for Kindred Partners**

Amanda Murray is an experienced General Manager who has worked in the UK and US on a number of successful critically acclaimed productions.

Most recently Amanda was General Manager for Bjorn Ulvaeus' *Mamma Mia! The Party* presented in a purpose built 33,000sq ft venue within London's O2 Arena. Amanda was responsible for delivering all aspects of the creative team's vision for this completely immersive theatrical dining experience. Amanda is now responsible for the international roll out of the *MammaMia! The Party* brand, most recently opening the production in Rotterdam in 2024.

Between 2013– 2017 Amanda relocated to New York City where she worked for Alecia Parker, BJ Holt and multi award-winning producers Barry & Fran Weissler at National Artists Management Company (NAMCO). During this time she worked on

their Broadway and US touring productions of *Waitress*, *Finding Neverland*, *Pippin* and *Chicago*.

Amanda's other credits include: *Red Pitch* (West End), *The Picture of Dorian Gray* (West End), *Elf* (West End and Broadway), *Greatest Days* (UK Tour), *Chicago* (West End and International), *Waitress* (West End), *Jersey Boys* (West End), *Journey's End* (UK Tour), *Rain Man* (West End), *One Flew Over The Cuckoo's Nest* (West End and UK Tour), *Some Girl(s)* (West End), *Fool For Love* (West End), *Oleanna* (West End), *A Life in The Theatre* (West End), *This is Our Youth* (West End), *Peace in Our Time* (UK Tour), *Hamlet* (UK Tour) and *Ricochet* (UK Tour).

Currently Amanda is General Managing the Broadway transfer of *The Picture of Dorian Gray*, opening in Spring 2025

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Jordan Taylor

Associate General Manager for Kindred Partners

Jordan's General Management credits include: *Chicago* (West End), *Waitress* (West End), *Mamma Mia! The Party* (London), *Taboo: 20th Anniversary Concert* (West End) *Greatest Days* (UK Tour), *Red Pitch* (West End), *The Picture of Dorian Gray* (West End), *Elf* (West End).

Producer on *Americana* (Edinburgh Festival and Stratford East Theatre Royal); Production and Social Media Coordinator on *Fourteen Days* and *Life* for Balletboyz. Associate Producer on *Adding Machine* at Finborough Theatre; Assistant Producer at Nottingham Playhouse for *The Spring Loaded Festival*, *Piaf* directed by Adam Penford; *Lit* directed by Stef O'Driscoll; *The Tempest* and *First Touch* directed by Jeff James.

Jordan has an MA in Creative Producing from Goldsmiths University.

James Bradshaw

Development Manager for JB Consulting

For James Bradshaw Consulting, James will act as development manager for this project having worked previously developing real estate for some of the most high profile landmarks in Europe including work at the O2 Arena, the Apollo Victoria, the OVO Arena and Tower Bridge. James has extensive knowledge of the theatrical sector having worked with ATG as Property Director working on the refurbishment and fit-out of the Playhouse Theatre into what is now the KitKat Club - home of Kander and Ebb's *Cabaret*, ASM Global Europe as Real Estate Development Director and AEG as Project Director working across various sites and development projects. Other project and development projects James has worked on include the redevelopment of King's Theatre Glasgow, Princess Theatre Torquay, The Ambassadors

Theatre, West End and the Playhouse Theatre Edinburgh. As well as extensive theatrical project management James has also worked as lead on the development of the residential site One Peninsular Square in London and the development lead for the renovation of the AO Arena in Manchester. Currently James is continuing to consult for ASM working across the redevelopment of Wembley Arena as well as Utilita Arena Sheffield.

Danny Lane

Architect for Studio DJL

Architect and founder of Studio DJL, Danny has worked as architect lead on projects such as the creation of the West End's newest theatre @SohoPlace and the complete redevelopment of the site at the O2 Arena to create *Mamma Mia! The Party*. Danny has worked as architect across both residential and commercial properties providing services for existing property modifications as well as new builds. Prior to setting up Studio DJL, Danny with his extensive theatrical knowledge, worked as project lead at the Stirling Prize winning architecture firm Haworth Tompkins on projects at The Court Theatre Christchurch, the Bridge Theatre London and Theatre Clwyd. Danny's initial drawings can be found later in this deck.

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Stephen Doherty

Quantity Surveyor for Costudio

Stephen joins on behalf of Costudio Consulting as Quantity Surveyor. Stephen has worked as the quantity surveyor across multiple UK theatrical sites including Richmond Theatre, Theatre Royal Brighton and Grand Opera House York. Recently Stephen has worked across the redevelopment of the O2 Priority Lounge at the O2 Arena as well as multiple residential, educational and healthcare sites.

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CLAUSES PERTAINING TO SOUND FROM LEASE AGREEMENT

Westfield London and Capital Theatre

4.5.2 Not to generate noise or sound of any type (nor permit any noise or sound to be generated) which is audible outside the Premises or from any of the Common Parts;

5.4.11 [the Tenant not causing any noise or vibration which can be heard] or felt in any Shop Unit including not generating:

5.4.11.1 during installation of the Tenant's Plant, noise levels which exceed either of the following values: 30dB $L_{Aeq\ 15mins}$ or 50dB $L_{Amax,f}$;

5.4.11.2 during operation of the Tenant's Plant, noise levels which exceeds NR25 $L_{max,f}$; or

5.4.11.3 vibration levels that are higher than curve 1 shown in figures 4-7 of BS6472:1992;

Westfield London Security Overview and Dispersal Plan

Westfield London operate a security model which is both proactive and robust, this under pins a strategic goal of maintaining a safe and secure environment for all those who live, work and visit the estate. This is achieved through the coordinated use of Active (Security Officers), Physical (built environment features), Environmental (Lighting, Planting, natural surveillance), and Electronic (such as CCTV/Access Control) security.

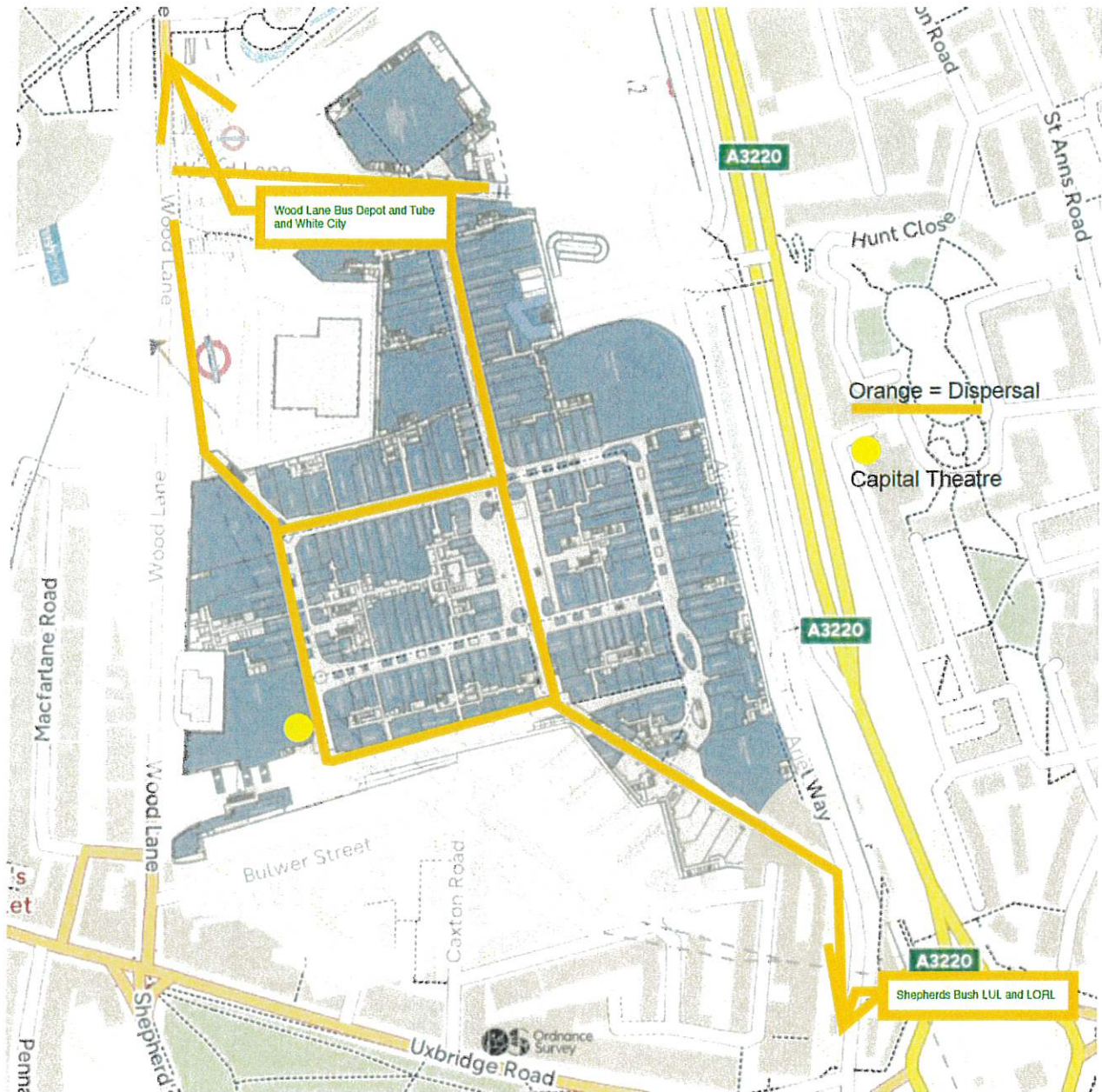
Westfield work collaboratively with all of their tenants, neighbours, stakeholders and partners across the various business disciplines, within and surrounding the estates to support the secure environment and promote a coherent security milieu. This is achieved in part by our security team, that is functional 24 hrs a day, every day of the year – including an operations centre and high visibility foot patrols, which work and communicate with those in and surrounding the footprint.

There is a 24 hour operations centre, which monitors the 1100 CCTV cameras we have and intelligently deploys the highly trained security team as needed.

With over 30 licensed premises there have not been any issues that have resulted in any form of licence review and where anti-social behaviour is identified, the security teams work with the venue to investigate and resolve as appropriate.

Westfield's crime, intelligence and training team assist with coordinating training through the BCRP (Business Crime Reduction Partnership) – including WAVE training (Welfare and Vulnerability Engagement), Ask for Angela and Anti Spiking awareness – working to increase the skill sets of those that need it to identify vulnerable people and make appropriate interventions.

During periods of events, Westfields works with the event owners to ensure a suitable and sufficient event management plan is in place, including, ingress and egress routes, crowd management and incident response. That model will be replicated with this application.



When exiting the theatre guests will be directed by our team on site to walk through Westfield Shopping Mall (orange line on the above map) for access to Wood Lane Bus Depot and Tube and White City Tube as well as Shepherd's Bush London Underground and Overground lines. We will also ensure the Capital Theatre website encourages people to exit via this route in our FAQ section.

The external doors positioned nearest to Capital Theatre and Zizi restaurant are closed and locked at 12 midnight each night so no access to the promenade leading to Wood Lane will be accessible past this time.

Capital Theatre:

Responses to Concerns Raised in Representations – Summary only – all Emails sent by Blandy & Blandy LLP to the Licensing Authority (with attachments detailed therein):

1. Response of 16 January 2025 (with expanded conditions attached to insert new condition A) to first two Representations:

I have discussed the Representations with our Clients (the Applicant) and we wish to forward some additional information to the Objectors (along with *expanded* proposed licence conditions), which we hope will allay their concerns and enable them, on reflection, to withdraw their Representations.

To this end I would be very grateful if you would forward this email (and the attachments) for their kind review. If they do have any additional questions, they are very welcome to email me directly too.

We set out our Response to each expressed concern in turn, following the order set out in the Representations, but by way of general opening, the venue will **not** be run as a 'club'. It is a theatre space.

As explained below, the proposed licensed operation (as supported by the proposed expanded licence conditions – see below), will very much be a classic theatre-space operation – with pre-event facilities and the Auditorium performance (generally with an interval roughly mid-way through). Any later licensable activities (such as dancing after the show) will be incidental to the performance i.e. only those who have attended the auditorium event will be able to remain in the venue and enjoy the facilities for a while longer, before heading home.

Taking the points in turn:

1. The prevention of crime and disorder

Each application for a new licence has to be considered on its own merits, and it is not therefore for us to comment regarding other venues near to, or in, Westfield Shopping Centre.

This application is indeed for a theatre space, and consistent with many theatre operations, limited *ancillary* post-performance licensable activities will form part of the experience for guests. Also, from time to time (when there is a 'window' in the performances' calendar) other activities consistent with nature of the theatrical environment may take place such as an Awards Ceremony; a corporate dinner or perhaps a children's (holiday) performance – see later.

With respect, we disagree that "normal theatre hours" finish at 11pm – there are theatres (particularly since the introduction of the Licensing Act 2003) in London (and beyond) which operate beyond this time, and in many instances, there are good reasons for this. Firstly, flexibility is often needed in case the auditorium performance time changes – so for example a performance may commence on occasions at say 8:30 pm instead of around 7:30/8pm. Secondly, the post-performance operation allows guests to gently vacate the venue, minimising the risk of any undue disturbance or inconvenience in the locality (including on public transport services).

As detailed in the application, any licensable activities at Capital Theatre would cease at the latest by 1:30 am (sale of alcohol by 1:00 am), with latest closure at 2:00. Our Client's Management (having been involved in similar theatre operations in London and internationally) find that following the performance, whilst some guests may remain to enjoy the dancing to shortly before closure, many leave within a 60-90 minute 'window' following the end of the performance. When the remaining guest numbers reach a certain level, the theatre will make a 15-minute closure announcement to encourage guests to leave, again in an orderly fashion, so the theatre can be closed and staff can go home. On such occasions, this may well be some time before the formal 'finish' time as permitted on the relevant Premises Licence.

2. Prevention of Public Nuisance

We attach some information relating to the show that will (subject to licence) be opening in October – namely Dirty Dancing – The Classic Story on Stage. A substantial investment is being made into the development of this theatre for this show, including branding the theatre throughout primarily in pink!

The location of the theatre (with excellent existing public transport routes); its internal layout; the pre/during/post performance format and strong management/staffing should allay any concerns relating to the potential for any public nuisance as:

- a. The layout is an intimate, in-the-round, theatre space with guests being seated within 9 rows of the stage. The fit-out will be of a high quality to minimise the risk of any noise emanation, which might disturb other tenants in the Centre or those outside it. Indeed, the latter requirement (preventing sound leakage) is a contractual term of the commercial lease, with which our Client must comply.

Not only does the internal layout mean that the guests will have an excellent view of the performance, but also, the guests will be close to the performers. This, in turn, means that the staff will be managing the space, and guests, closely – allowing guests to thoroughly enjoy the experience but preventing any over-exuberance which could interfere with the performance/performers.

- b. The sale of alcohol is not the primary focus of the theatre, and the price-point of the performance and alcohol/food within the theatre are unlikely to attract those who interested in drinking-led venues.

Alcohol will be available, with non-alcoholic beverages (including tea/coffee etc) and food, from the foyer and auditorium bar (and as detailed in section J of the Licensing application) before the performance starts; during the interval and for those who chose to stay afterwards. During the actual performance, the foyer and auditorium bars will be closed. At all times, practices relating to the Responsible Sale of Alcohol, including 'Challenge 25', will be operated, and indeed are included in the volunteered (draft) licence conditions (see conditions 2 and 21), and

- c. In view of the opportunity to stay after the performance and to partake in some 50s/60s dancing (continuing the Dirty Dancing theme!), guests are expected to gradually leave the venue avoiding a mass exodus. The main entrance/exit doors to the Theatre are located within the Centre and will of course be manned with appropriate staff, to minimise the risk

of any undue disturbance to those visiting other parts of the Centre and/or those in the local environs.

3. Public Safety:

As detailed in draft licence conditions 1 and 2, the Theatre will be operated to high professional standards consistent with a detailed Event Safety Management Plan. The details set out above under points (1) and (2) are equally relevant in terms of the promotion of public safety at the venue.

4. Protection of Children from Harm:

Again we refer to the matters set out above and also the Event Safety Management Plan which will (amongst other matters) will include policies relating to Child Welfare/Vulnerable persons. Whilst children over 5 will be very welcome in the theatre, when they are attending a Dirty Dancing performance, the advisory notice for the production is that it may not be suitable for children under the age of 12. Please note that the theatre may on occasions (for example during school holidays) host other events for children (subject to appropriate risk assessment), outside general performance times.

Expanded Conditions:

In view of the expressed concern that our Client's theatre might be a 'late-night club', our Client is prepared to offer an additional condition to demonstrate that this is not the case.

I attach an updated draft of the conditions in which we have inserted a new condition 'A' at the start of the conditions. The effect of condition A is that no-one could come into the Auditorium post-performance simply to dance and/or purchase alcohol as attendance is limited to those who have attended the performance in some capacity. I have also amended an omission in condition 17 - shown in red font.

I hope that the above and the attached will give comfort to the Objectors that our Client's proposed theatre operation will be operated in such a way as to add to the environment, for the enjoyment of those attending but without undue interference or disruption to those in the local community. Indeed, our Clients are hopeful that many from the local community will visit and enjoy the Theatre in due course.

2. Email 21 January for onward transmission to third Objector – [REDACTED]

We wish to forward some additional information to [REDACTED] (along with *expanded* proposed licence conditions), which we hope will allay his concerns and enable him, on reflection, to withdraw his Representation.

To this end I would be very grateful if you would forward this email (and the attachments) for his kind review. If he has any additional questions, he is most welcome to email me directly or to call me too.

It is good to see that [REDACTED] supports the addition of a theatre to the community and certainly our Client hopes that many from the community will enjoy the facilities.

As explained below, the proposed licensed operation (as supported by the proposed expanded licence conditions – see below), will very much be a classic theatre-space operation – with pre-event facilities and the Auditorium performance (generally with an interval roughly mid-way through). Any later licensable activities (such as dancing after the show) will be incidental to the performance i.e. only those who have attended the auditorium event will be able to remain in the venue and enjoy the facilities for a while longer, before heading home.

A point for correction is the mention by [REDACTED] of alcohol sales up to 2 am. The application does not seek this. Any alcohol sales (at the very latest) will stop by 1 am, with gentle egress of any remaining theatregoers before final closure by 2 am (latest).

Taking [REDACTED] concerns in turn:

Hours of operation and Noise Impact:

This application is indeed for a theatre space, and consistent with many theatre operations, limited *ancillary* post-performance licensable activities will form part of the experience for guests. Also, from time to time (when there is a 'window' in the performances' calendar) other activities consistent with nature of the theatrical environment may take place such as perhaps a children's (holiday) performance, awards ceremony, or corporate dinner – see later.

With respect, we disagree that "typically" theatres finish their operations by 11 pm. There are theatres (particularly since the introduction of the Licensing Act 2003) in London (and beyond) which operate beyond this time, and in many instances, there are a number of good reasons for this (as in our Client's case).

Firstly, flexibility is often needed in case the auditorium performance time changes – so for example a performance may commence on occasions at say 8:30 pm instead of around 7:30/8 pm – meaning that the evening closure is delayed.

Secondly, the post-performance operation (which may only be attractive to some guests) allows the audience to gently vacate the venue (rather than a mass exodus occurring), thereby minimising the risk of any undue disturbance or inconvenience in the locality (including on public transport services).

Our Client's Management (having been involved in similar theatre operations in London and internationally) find that following the performance, whilst some guests may remain to enjoy the dancing to shortly before closure, many leave within a 60-90 minute 'window' following the end of the performance. In actuality, when the remaining guest numbers reach a certain level, the theatre will make a 15-minute closure announcement to encourage those guests to leave, again in an orderly fashion, so the theatre can be closed and staff can go home. On such occasions, closure may well be some time before the formal 'finish' time, as permitted on the relevant Premises Licence.

Community Safety:

We attach some information relating to the show that will (subject to licence) be opening in October – namely Dirty Dancing – The Classic Story on Stage. A substantial investment is being made into the development of this theatre for this show, including branding the theatre throughout primarily in pink!

The location of the theatre (with excellent existing public transport routes); its internal layout; the

pre/during/post performance format and strong management/staffing should allay any concerns relating to the potential for any public nuisance as:

- a. The layout is an intimate, in-the-round, theatre space with guests being seated within 9 rows of the stage. The fit-out will be of a high quality to minimise the risk of any noise emanation, which might disturb other tenants in the Centre or those outside it. Indeed, the latter requirement (preventing sound leakage) is a contractual term of the commercial lease, with which our Client must comply.

Not only does the internal intimate layout mean that the guests will have an excellent view of the performance, but also, the guests will be close to the performers. This, in turn, means that the staff will be managing the theatre space, and guests, closely – allowing guests to thoroughly enjoy the experience but preventing any over-exuberance which could interfere with the performance/performers.

- b. The sale of alcohol is not the primary focus of the theatre, and the price-point of the performance and alcohol/food within the theatre are unlikely to attract those who interested in drinking-led venues.

Alcohol will be available, with non-alcoholic beverages (including tea/coffee etc) and food, from the foyer and auditorium bar (and as detailed in section J of the Licensing application) before the performance starts; during the interval and for those who chose to stay afterwards. During the actual performance, the foyer and auditorium bars will be closed. At all times, practices relating to the Responsible Sale of Alcohol, including 'Challenge 25', will be operated, and indeed are included in the volunteered (draft) licence conditions (see conditions 2 and 21), and

- c. In view of the opportunity to stay after the performance and to partake in some 50s/60s dancing (continuing the Dirty Dancing theme!), guests are expected to gradually leave the venue avoiding a mass departure. The main entrance/exit doors to the Theatre are located within the Centre itself and will, of course, be manned with appropriate staff, to minimise the risk of any undue disturbance to those visiting other parts of the Centre and/or those in the local environs.

As detailed in draft licence conditions 1 and 2, the Theatre will be operated to high professional standards consistent with a detailed Event Safety Management Plan. The details set out above under points (1) and (2) are equally relevant in terms of the promotion of public safety at the venue.

We are pleased to note that none of the Responsible Authorities (including the Police and Environmental Health) have any concerns relating to the promotion of the Licensing Objectives in relation to our Client's planned theatre.

Expanded Conditions:

Since issue of the application, our Client has confirmed that it is happy to offer an additional condition. I therefore attach an updated draft of the conditions in which we have inserted a new condition 'A' at the start of the conditions. I have also amended an omission in condition 17 - shown in red font.

I hope that the above and the attached will give comfort to [REDACTED] that our Client's proposed theatre operation will be operated in such a way as to add to the environment, for the enjoyment of those attending but without undue interference or disruption to those in the local community.

With best regards

3. Email: 21 January to 4th Objector – [REDACTED]

I have discussed the Representation with our Clients (the Applicant) and we wish to forward some additional information to [REDACTED] along with *expanded* proposed licence conditions), which we hope will allay her concerns.

To this end I would be very grateful if you would forward this email (and the attachments) for [REDACTED] kind review. If the Objector does have any additional questions, she is very welcome to email me directly too or to raise them through your Authority, for onward transmission to us.

We set out our Response to each expressed concern in turn, following the order set out in the Representations, but by way of general opening, the venue will **not** be run as a 'night club'. It is a theatre space.

As explained below, the proposed licensed operation (as supported by the proposed expanded licence conditions – see below), will very much be a classic theatre-space operation – with pre-event facilities and the Auditorium performance (generally with an interval roughly mid-way through). Any later licensable activities (such as dancing after the show) will be incidental to the performance i.e. only those who have attended the auditorium event will be able to remain in the venue and enjoy the facilities for a while longer, before heading home.

Each application for a new licence has to be considered on its own merits - and it is not therefore for us to comment regarding other venues near to, or in, Westfield Shopping Centre – but to respond to [REDACTED] concerns regarding potential noise nuisance, we would draw her attention to the following details:

This application is for a theatre space, and consistent with many theatre operations, limited *ancillary* post-performance licensable activities will form part of the experience for guests. Also, from time to time (when there is a 'window' in the performances' calendar) other activities consistent with nature of the theatrical environment (and some of which may have a real benefit to the local community) may take place such a children's (holiday) performance; any awards ceremony or corporate dinner.

There are theatres (particularly since the introduction of the Licensing Act 2003) in London (and beyond) which regularly operate beyond 11 pm (the deadline under the old 1964 licensing regime) for good reason. Firstly, flexibility is often needed in case the auditorium performance time changes – so for example a performance may commence on occasions at say 8:30 pm instead of around 7:30/8pm. Secondly, the post-performance operation allows guests to *gently* vacate the venue, minimising the risk of any undue disturbance or inconvenience in the locality (including on public transport services).

As detailed in the application, any sale of alcohol would cease by 1 am at the very latest, with latest closure by 2 am. Our Client's Management (having been involved in similar theatre operations in London and internationally) however find that following the performance, whilst some guests may remain to enjoy the dancing to shortly before closure, many leave within a 60-90 minute 'window' following the end of the performance. When the remaining guest numbers reach a certain level, the theatre will make a 15-minute closure announcement to encourage guests to leave, again in an orderly fashion, so the theatre can be closed and staff can go home. On such occasions, this may well be some time before the formal 'finish' time as permitted on the relevant Premises Licence.

We attach some information relating to the show that will (subject to licence) be opening in October – namely Dirty Dancing – The Classic Story on Stage. A substantial investment is being made into the development of this theatre for this show, including branding the theatre throughout primarily in pink!

The location of the theatre (with excellent existing public transport routes); its internal layout; the pre/during/post performance format and strong management/staffing should allay any concerns relating to the potential for any public nuisance as:

- a. The layout is an intimate, in-the-round, theatre space with guests being seated within 9 rows of the stage. The fit-out will be of a high quality to minimise the risk of any noise emanation, which might disturb other tenants in the Centre or those outside it. Indeed, the latter requirement (preventing sound leakage) is a contractual term of the commercial lease, with which our Client must comply.

Not only does the internal layout mean that the guests will have an excellent view of the performance, but also, the guests will be close to the performers. This, in turn, means that the staff will be managing the space, and guests, closely – allowing guests to thoroughly enjoy the experience but preventing any over-exuberance which could interfere with the performance/performers.

- b. The sale of alcohol is *not* the primary focus of the theatre, and the price-point of the performance and alcohol/food within the theatre are unlikely to attract those who interested in drinking-led venues.

Alcohol will be available, with non-alcoholic beverages (including tea/coffee etc) and food, from the foyer and auditorium bar (and as detailed in section J of the Licensing application) before the performance starts; during the interval and for those who chose to stay afterwards. During the actual performance, the foyer and auditorium bars will be closed.

At all times, practices relating to the Responsible Sale of Alcohol, including 'Challenge 25', will be operated within the venue (including in the external terrace area as detailed in section J of the application form), and indeed these practices are included in the volunteered (draft) licence conditions (see conditions 2 and 21), and

- c. In view of the opportunity to stay after the performance and to partake in some 50s/60s dancing (continuing the Dirty Dancing theme!), guests are expected to gradually leave the venue avoiding a mass exodus. The main entrance/exit doors to the Theatre are located within the Centre and will of course be manned with appropriate staff, to minimise the risk

of any undue disturbance to those visiting other parts of the Centre and/or those in the local environs.

As detailed in draft licence conditions 1 and 2, the Theatre will be operated to high professional standards consistent with a detailed Event Safety Management Plan. The details set out above are equally relevant in terms of the promotion of public safety at the venue.

Expanded Conditions:

In view of the expressed concern that our Client's theatre might be a 'night-club', our Client is prepared to offer an additional condition to demonstrate that this is not the case. Any post-performance licensable activities will be very much incidental, and ancillary, to that performance.

I attach an updated draft of the conditions in which we have inserted a new condition 'A' at the start of the conditions. The effect of condition A is that no-one could come into the Auditorium post-performance simply to dance and/or purchase alcohol as attendance is limited to those who have attended the performance in some capacity. I have also amended an omission in condition 17 - shown in red font.

I hope that the above and the attached will give comfort to Ms Y that our Client's proposed theatre operation will be operated in such a way as to add to the environment, for the enjoyment of those attending but without undue interference or disruption to those in the local community. Indeed, our Clients are hopeful that many from the local community will visit and enjoy the Theatre in due course.

4. Email sent to Licensing Authority of 28 January 2025 – Amending Application to reduce Hours of operation; reduce external terrace use and to limit to 'on-sales'

Thank you for your email and the very comprehensive Agenda Papers – very helpful. In view of these, I am just cutting back our Applicant's bundle to avoid duplication. I hope to be able to send it across tomorrow.

In the meantime, I can confirm the following which may give the four local residents some additional comfort – perhaps you would update them of these developments when you have a moment?

I can confirm that having considered their comments, the Applicant is content to:

1. Cut back the proposed opening hours to 1 am latest (with licensable activities finishing by 12:30pm/00:30, latest) from the hours sought in the original application.
2. Reduce the proposed hours for any licensable activities on the external terrace in the evening to conclude *at the latest*, at the end of the evening (mid-performance) interval; and
3. Amend its application so that it is clear that only 'on-sales' are permitted. There will be no 'off-sales'.

We have therefore updated the Conditions – see version attached – to reflect these changes (and also to renumber them throughout from 1 to 22). We will include this latest version the Applicant's bundle clearly marked tomorrow.

In terms of audience arrival/dispersal, there is a raft of information on Capital Theatre's website designed to assist (and encourage) those coming to/from the theatre to use public transport or the extensive parking facilities available (and in line with that, to minimise any risk of disturbance to local residents). This information is easily accessible through [Capital Theatre - Dirty Dancing](#) in the FAQ section. This also links with further information available through Access Westfield London - [Access Westfield London](#)

Our Clients very much wish to reiterate to all concerned that their theatre will be professionally operated to a very high standard in accordance with a detailed Event Safety Management Plan (as confirmed in the bespoke volunteered conditions). They wish their theatre to be a welcomed addition to the local environment, to extend the availability of musical performances to those who wish to attend, without negatively impacting on that environment. They are confident that through the operation of their ESMP; the nature of the planned performances and the excellent transport facilities linked to the Centre, the Licensing Objectives will be promoted at all times.

5. Email 30 January to Licensing Authority providing additional information to Local Resident Objectors:

.... In the meantime, I have taken my Client's specific instructions on the questions raised by one of the Objectors and set out their responses below. It may be best that these responses are considered along with the additional information in the Applicant's bundle (which includes a Security Overview and Dispersal Plan provided by Westfield (URW), the Applicant's Landlord – relating to the wider Westfield environs and its excellent links with public transport). It is however also absolutely fine for you to forward this email and the responses to the Objectors now, and we can then follow up with the Bundle early afternoon. We hope that the additional information below will allay the concerns of the local residents concerning the theatre's planned operation in terms of its gentle egress of its audience, following a performance in the evening.

Responses to Questions raised by Local Resident:

1. *What is the maximum capacity for the venue, what numbers are expected per performance.*

The maximum number is currently 670 (subject always to Fire Risk Assessment/cap) as the theatre space has been designed to be intimate with the audience being seated in-the-round and each member being no more than 8 seating rows from the stage area.

2. *Can the applicants confirm that patrons leaving after 11pm will not be able to exit the centre from the exit next to Zizzi by the theatre (that this will be closed) as this would lead them directly onto Wood lane and could potentially disturb residents.*

Capital Theatre, as a tenant of the wider Westfield centre, does not have control of the entrances and exits to Westfield. The Applicant has however sought clarification from Westfield, which has confirmed that the doors closest to Capital Theatre, by Zizzi restaurant, are locked at 12pm. The Applicant's understanding from Westfield is that it is not able to change that timing due to activity across its centre, in their tenants' other businesses.

However, the Applicant is very happy to confirm that its management, security and usher teams will (as part of its standard operating procedures) help direct patrons from their venue, towards the exits in the main atrium.

3. *Can they confirm that patrons will be directed to leave the venue by the exit in the main atrium and be directed towards the Central line Tube station and Bus stops. Which will not cause any disturbance to residents as that exit is away from homes, this will be a reassurance to residents in the neighbouring streets.*

Please see the information set out under point 2. The Applicant can indeed confirm that it will proactively direct their patrons to the exits in the main atrium. Further, Westfield has confirmed to the Applicant that it is willing to work with our team so that their staff do the same. This aspect of its theatre operations will form part of the training of all Capital Theatre's management, security and usher teams.

4. *Can the applicants confirm that patrons who choose to drive will be given a favourable discount/incentive to park in the Westfield Car park, to prevent them parking on our local streets as this is a controlled zone with residents parking until 10pm. That this information will be clearly displayed on their website to say that the area has limited parking for visitors and is patrolled by wardens until 10pm and it is advised that they park in the Westfield Car Park.*

As a tenant of Westfield, the car parks not within Capital Theatre's control and accordingly they are not consequently able to offer discounts. [The Applicant understands that Westfield does not offer any discounts to any of the businesses operating within their centre, including the cinema (which trades late into the night/early morning)].

In terms of transport facilities available to those visiting our theatre, the Applicant has full details of the public transport links and car park facilities at Westfield, on its website. The Applicant will also update its website (prior to opening) to include clear wording to advise patrons of the local area parking restrictions and to advise that, if driving to its theatre, parking facilities are available at Westfield. The Applicant will also add this information to any pre-performance communications its sends to patrons.

Summary relating to hours of operation of other theatres

Mama Mia! The Party – **Royal Borough of Greenwich** open until 2.00am

Hammersmith Apollo – **London Borough of Hammersmith & Fulham** open until 1:30am

Savoy Theatre - **City Of Westminster** open until midnight

Duchess Theatre –**City Of Westminster** open until 3am on weekdays and midnight on weekends

Apollo theatre - **City Of Westminster** open until 00.30

Sondheim Theatre - **City Of Westminster** open until midnight

Barbican Arts Centre – **City of London** open until 2am

St Martins – **Camden Council** open until 23.59

Ambassadors– **Camden Council** open until 23.59

Cambridge Theatre – **Camden Council** open until 23.59

Dominion Theatre - **Camden Council** open until 2am

Gillian Lynne – **Camden Council** open until 2.30 am

Royal Court Theatre – **Kensington and Chelsea** open until 1.30am on Friday and Saturday

From: Licensing HF: H&F <licensing@lbhf.gov.uk>

Sent: 29 January 2025 12:30

Subject: Updated Conditions and Amended Hours - Capital Theatre

Dear all,

Licensing Act 2003

Reference: 2024/02104/LAPR

Premises: The Capital Theatre Westfield London Shopping Centre Ariel Way London

I am contacting you, as you have made a representation against the above application which is due to be heard before the Licensing Sub-Committee on the 5th February 2025 at 6.30pm.

The applicants agent has requested that I send the below email to inform you of amendments the applicant has made to their application, to address the concerns raised in the objections received. The applicant has amended the conditions (which are attached in the update conditions PDF), removed off sales of alcohol and reduced the licensable hours applied as follows:

Licensable Activities sought:

Plays, Films, Live Music, Recorded Music, Dance, Anything similar to music or dance - Indoors Only

Mondays to Sundays - 09:30 to 00:30 (previously 01:30)

Late Night Refreshment - Indoors Only

Mondays to Sundays - 23:00 to 00:30 (previously 01:30)

The Sale of Alcohol - On the Premises

Mondays to Sundays - 09:30 to 00:30 (previously 01:00)

Proposed Opening Hours:

Mondays to Sundays - 09:00 to 01:00 (previously 02:00)

Please let me know if the above addresses the concerns raised in your objection, and you are minded to withdraw? Additionally, are you able to advise us of anything the applicant could propose in relation to reduction in hours or attach conditions that could resolve this matter?

Kind regards

Lorna McKenna

Licensing Compliance Officer

Licensing

Place Department

Hammersmith & Fulham Council

From: Sue Dowling

Sent: 28 January 2025 16:45

To: Mckenna Lorna: H&F <Lorna.Mckenna@lbhf.gov.uk>
Cc: Belinda McGarry
>; Amanda Murray Jordan Taylor >; James Bradshaw
Subject: UPDATED CONDITIONS (KIN533/1)

Dear Lorna

Capital Theatre – Dirty Dancing

Thank you for your email and the very comprehensive Agenda Papers – very helpful. In view of these, I am just cutting back our Applicant's bundle to avoid duplication. I hope to be able to send it across tomorrow.

In the meantime, I can confirm the following which may give the four local residents some additional comfort – perhaps you would update them of these developments when you have a moment?

I can confirm that having considered their comments, the Applicant is content to:

1. Cut back the proposed opening hours to 1 am latest (with licensable activities finishing by 12:30pm/00:30, latest) from the hours sought in the original application.
2. Reduce the proposed hours for any licensable activities on the external terrace in the evening to conclude *at the latest*, at the end of the evening (mid-performance) interval; and
3. Amend its application so that it is clear that only 'on-sales' are permitted. There will be no 'off-sales'.

We have therefore updated the Conditions – see version attached – to reflect these changes (and also to renumber them throughout from 1 to 22). We will include this latest version the Applicant's bundle clearly marked tomorrow.

In terms of audience arrival/dispersal, there is a raft of information on Capital Theatre's website designed to assist (and encourage) those coming to/from the theatre to use public transport or the extensive parking facilities available (and in line with that, to minimise any risk of disturbance to local residents). This information is easily accessible through [Capital Theatre - Dirty Dancing](#) in the FAQ section. This also links with further information available through Access Westfield London - [Access Westfield London](#)

Our Clients very much wish to reiterate to all concerned that their theatre will be professionally operated to a very high standard in accordance with a detailed Event Safety Management Plan (as confirmed in the bespoke volunteered conditions). They wish their theatre to be a welcomed addition to the local environment, to extend the availability of musical performances to those who wish to attend, without negatively impacting on that environment. They are confident that through the operation of their ESMP; the nature of the planned performances and the excellent

transport facilities linked to the Centre, the Licensing Objectives will be promoted at all times.

More to follow tomorrow,

With best regards

Sue

Sue Dowling
Partner

Capital Theatre, Westfield Shopping Centre

Ariel Way, London

[Expanded Conditions proposed 16 January 2025 and Updated 28 January 2025](#)

These draft conditions are offered to support the application for a new Premises Licence for the proposed Premises, Capital Theatre. They may be revised following input from the Responsible Authorities/Interested Parties.

[In addition to the below, the Applicant has agreed to cut back the proposed daily licensing hours detailed in the application to 00:30, with closure of the Premises by 01:00 at the latest, and to limit its application to on-sales only.](#)

1. At all times, Licensable Activities during, or following, an Auditorium Performance at the Premises shall only be available to those who have attended the Performance as a ticketed guest, performer or as a member of the Premises Licence Holder's team. 'Auditorium Performance' means any event involving Regulated Entertainment, the sale of alcohol and/or late night refreshment within the auditorium in the Premises.
2. An Event Safety Management Plan (ESMP) will be developed and shared with the Licensing Authority and other Responsible Authorities (if requested) prior to opening.
3. The ESMP will include details on subjects such as (but not limited to):
 - Layout plans (showing fixed furniture/fittings, and areas in which temporary and/or mobile bars may be used, subject to risk assessment)
 - Noise Management measures
 - Security Management arrangements
 - Access, egress and dispersal arrangements
 - Counter terrorism measures
 - Ticketing
 - Alcohol Management Plan (including Challenge 25 procedures)
 - Crisis Communication Plan
 - Risk Assessments
 - Artists/Show profile

- Special effects
 - The use of glass drinking vessels
 - Drugs Policy
 - Medical Management Plan
 - Child Welfare/Vulnerable Persons Policy
 - Disabled customer/Accessibility policy
4. The ESMP will be a 'living' document which will be reviewed and revised by the Premises Licence Holder (acting by its DPS or otherwise) as a minimum on an annual basis, to ensure that it is updated in accordance with good industry practice.
5. **CCTV**
- a. High Definition CCTV shall be installed, operated and maintained at all times that the Premises is open for licensable activities or customers are on the Premises and shall be checked every two weeks to ensure that the system is working properly and that the date and time are correct.
 - b. At least one camera will show a close-up of the entrance/entrances to the Premises, to capture a clear, full length image of anyone entering.
 - c. It shall cover any internal or external area of the Premises where licensable activities take place.
 - d. The recordings shall be in real time and stored for a minimum period of 31 days with date and time stamping.
 - e. Footage shall be provided to the Police or authorised Council officer on reasonable request made by email to the Designated Premises Supervisor.
 - f. A staff member from the Premises that is conversant with the operation of the CCTV system shall be on the Premises at all times. This staff member will be able to show Police or authorised officers of the Licensing Authority recent data footage with the minimum of delay when requested. This data or footage reproduction shall be almost instantaneous.
 - g. Appropriate signage shall be displayed in prominent positions, informing customers they are being recorded on CCTV.

6. An incident log shall be maintained by the premises that details incidents of note (relevant to the promotion of the Licensing Objectives) that occur in the premises. This shall include any incidents of disorder and ejections as a minimum and shall be available for inspection at any reasonable time by an authorised officer of the licensing authority.
7. A refusals book shall be kept at the premises to record details of all refusals to sell alcohol. This book shall contain the date and time of the incident, a description of the customer, the name of the staff member who refused the sale, and the reason the sale was refused. The book shall be made available to the police and authorised council officers on reasonable request to the DPS.
8. The provision of SIA door security on the Premises shall be on a risk assessed basis. When employed door staff will wear high visibility armbands for easy recognition.
9. Where SIA door supervisors are employed, the following conditions will apply
 - a. The premises licence holder shall ensure that the following details for each door supervisor, are contemporaneously entered into a bound or electronic register kept for that purpose:
 - (i) Full name,
 - (ii) SIA Certificate number and or badge number, or registration number of any accreditation scheme recognised by the Licensing Authority (including expiry date of that registration or accreditation),
 - (iii) The time they began their duty
 - (iv) The time they completed their duty.
 - (v) This register is to be kept at the premises at all times and shall be so maintained as to enable an authorised officer of the Licensing Authority or a constable to establish the particulars of all door stewards engaged at the premises during the period of not less than 28 days prior to the request and shall be open to inspection by authorised officers of the Licensing Authority or a constable upon request.
10. As part of the drugs policy, a lockable “Drugs Box” will be on site. Only the DPS and nominated members of management shall have access. All controlled drugs or items suspected to be or to contain controlled drugs found at the Premises must be placed in this

box as soon as reasonably practicable and when emptied of its contents all must be given to the designated officer of the Metropolitan Police for appropriate disposal, or as otherwise agreed.

11. Adequate and appropriate first aid equipment and materials will be kept on site, regularly checked and kept in an easily accessible place for staff.
12. All exit routes will be kept unobstructed, with non-slippery and even surfaces, free of trip hazards and clearly signed.
13. Capacity figures shall be limited to those as set out in the Fire Risk Assessment.
14. The Premises will adopt the “ask Angela” (or similar) scheme. All staff will be trained in the process to be adopted when any customer “asks for Angela”. Should the customer “ask for Angela” the matter will be recorded in the incident log.
15. The Premises shall have a policy to ensure the welfare and safeguarding of vulnerable patrons. Staff shall be able to support and assist people who feel unsafe, vulnerable or threatened. Should customers approach the venue for assistance, these incidents shall be recorded in the incident log. This policy shall be made available to police or authorised officers of the Licensing Authority upon request.
16. The Licensee shall provide training for all staff to ensure that they are familiar with all means of ingress and egress and the appropriate procedures in case of any emergencies that require an immediate evacuation of the Premises.

Glassware

17. The use of glassware in the main auditorium shall be risk assessed and a copy of the risk assessment shall be kept on site and shared with representatives of the responsible authorities on reasonable request.
18. The external terrace shall be managed with sufficient staff to ensure that those in that area do not leave the external area with alcoholic beverages.

19. Licensable activities in the external terrace shall cease (at the latest) [to tie in with the end of the evening performance interval](#). [From that time, the area will remain](#) closed to the public ~~by 23:00¹~~— and any tables/chairs which are not fixed to the ground will be stored inside, on closure of the premises.

Staff Training

20. The Designated Premises Supervisor shall ensure that all staff, supervisors and managers responsible for selling alcohol receive an induction in the legality and procedure of alcohol sales prior to undertaking the sale of alcohol. This training shall include; times of operation, licensable activities and all conditions. Training documents shall be signed and dated, and training records be made available to police and authorised council officers on request. The records shall be retained for at least 12 months.
21. The training referred to in condition 19 above shall be repeated by way of refresher training to staff on a regular basis. Training documents relating to that refresher training shall be signed and dated, and training records be made available to police and authorised council officers on reasonable request. The records shall be retained for at least 12 months.

Underage sales

22. At all times that the premises is operating under this licence, the Premises Licence Holder shall ensure that its staff operate a Challenge 25 Policy (to minimise the risk of alcohol being sold to underage customers). This Policy shall provide that before any sale of alcohol any person who appears to be under the age of 25 will be required to produce photo ID in the form of a passport; driving licence, UK Military ID card; PASS (or similar) card or any other form of ID approved by the Home office for the purpose of age verification of sales of alcohol, to prove that he/she is over the age of 18.

[Updated 28 January 2025](#)

¹ This deadline will be extended on NYE/NYD until permitted hours commence on 1 January each year as detailed in the application.