From: Licensing HF: H&F <licensing@lbhf.gov.uk>
Sent: 21 January 2025 09:41
Subject: FW: Response to Objectors: Please forward if you consider appropriate (KIN533/1)

Dear all,

<u>Licensing Act 2003</u> <u>Reference: 2024/02104/LAPR</u> <u>Premises: The Capital Theatre Westfield London Shopping Centre Ariel</u> <u>Way London</u>

The applicants agent for the above premises licence application, has requested that the below and attached are sent to you for consideration.

Please let me know if the below and attached, addresses the concerns raised in your objection, and you are minded to withdraw?

If you are not minded to withdraw, you are invited to attend a licensing subcommittee on the 5th February 2025 at 6.30pm to provide your representation and supporting evidence verbally. 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

Dear Lorna

Capital Theatre, Westfield London – Response to Representations for onward transmission

Thank you very much for forwarding the two Representations from Mr (which are in identical terms).

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) to 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 <u>incidental</u> 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. <u>At all times</u>, 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 postperformance 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.

With best regards

Sue

Sue Dowling Partner For and on behalf of Blandy & Blandy LLP From: Licensing HF: H&F <licensing@lbhf.gov.uk>

Sent: 21 January 2025 13:39 To: Subject: FW: Response to Objector - Please forward if you consider appropriate (KIN533/1)

Dear

<u>Licensing Act 2003</u> <u>Reference: 2024/02104/LAPR</u> <u>Premises: The Capital Theatre Westfield London Shopping Centre Ariel</u> <u>Way London</u>

The applicants agent for the above premises licence application, has requested that the below and attached are sent to you for consideration.

Please let me know if the below and attached, addresses the concerns raised in your objection, and you are minded to withdraw?

If you are not minded to withdraw, you are invited to attend a licensing subcommittee on the 5th February 2025 at 6.30pm to provide your representation and supporting evidence verbally. 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

From: Sue Dowling Sent: 21 January 2025 13:26 To: Mckenna Lorna: H&F <<u>Lorna.Mckenna@lbhf.gov.uk</u>> Cc: Belinda McGarry Subject: FW: Response to Objector - Please forward if you (KIN533/1)

- Please forward if you consider appropriate

Dear Lorna

Capital Theatre, Westfield London – Response to Representation by for onward transmission

Thank you very much for forwarding the Representation from

I have discussed the Representation with our Clients (the Applicant) and we wish to forward some additional information to **second** (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 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 <u>incidental</u> 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 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.

<u>At all times</u>, 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 postperformance 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 David 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.

With best regards

Sue

Sue Dowling Partner For and on behalf of Blandy & Blandy LLP From: Licensing HF: H&F <licensing@lbhf.gov.uk> Sent: 21 January 2025 13:40 To: Subject: FW: Response to Objector - Please forward if you consider appropriate (KIN533/1)

Dear

<u>Licensing Act 2003</u> <u>Reference: 2024/02104/LAPR</u> <u>Premises: The Capital Theatre Westfield London Shopping Centre Ariel</u> <u>Way London</u>

The applicants agent for the above premises licence application, has requested that the below and attached are sent to you for consideration.

Please let me know if the below and attached, addresses the concerns raised in your objection, and you are minded to withdraw?

If you are not minded to withdraw, you are invited to attend a licensing subcommittee on the 5th February 2025 at 6.30pm to provide your representation and supporting evidence verbally. 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: 21 January 2025 12:58
To: Mckenna Lorna: H&F <<u>Lorna.Mckenna@lbhf.gov.uk</u>>
Subject: FW: Response to Objector Please forward if you consider appropriate (KIN533/1)

Dear Lorna

Capital Theatre, Westfield London Response to Representation by

for onward transmission

Thank you very much for forwarding the Representation from discussed with our Client (the Applicant).

which I have now

We wish to forward some additional information to **exercise** (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 **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 <u>incidental</u> 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 **prevention** 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 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 **provide the second** and his family 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

Sue

Sue Dowling Partner For and on behalf of Blandy & Blandy LLP



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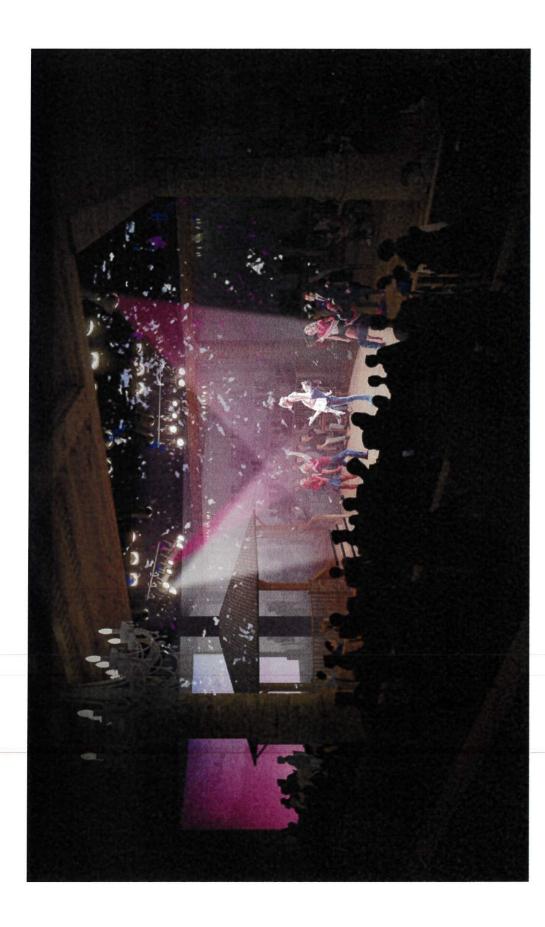




Capital Theatre - RD1 Submission

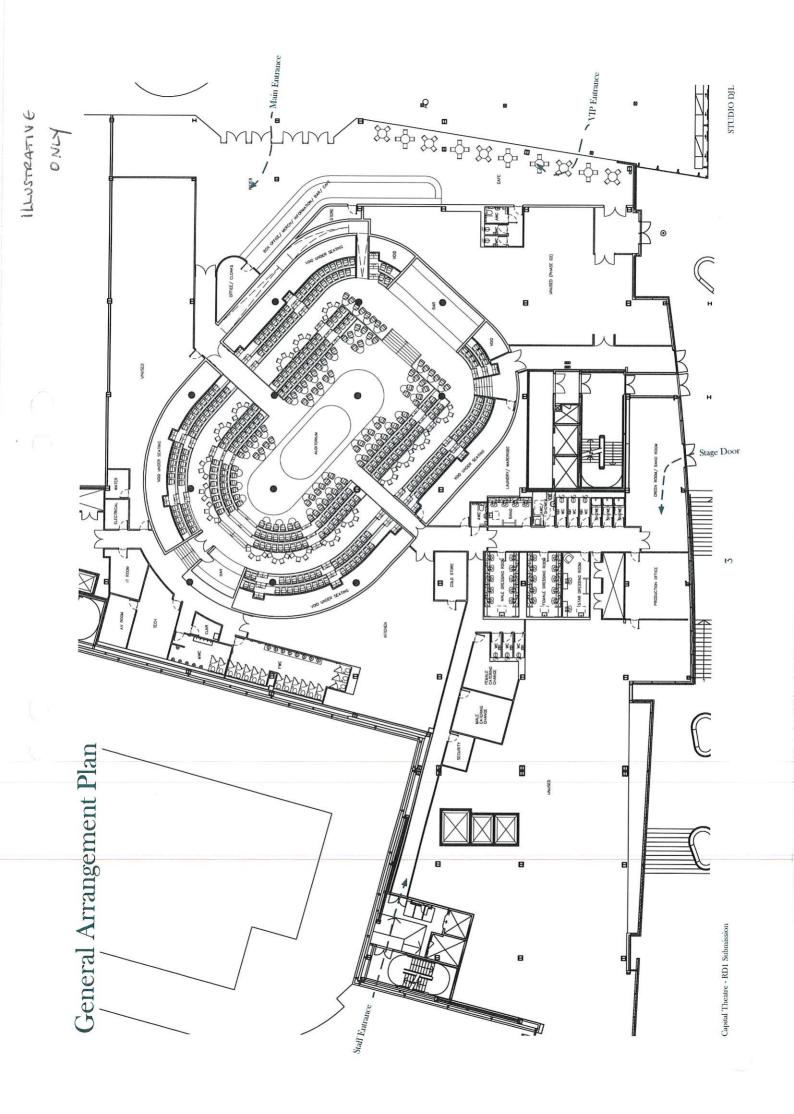
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Capital Theatre - RD1 Submission

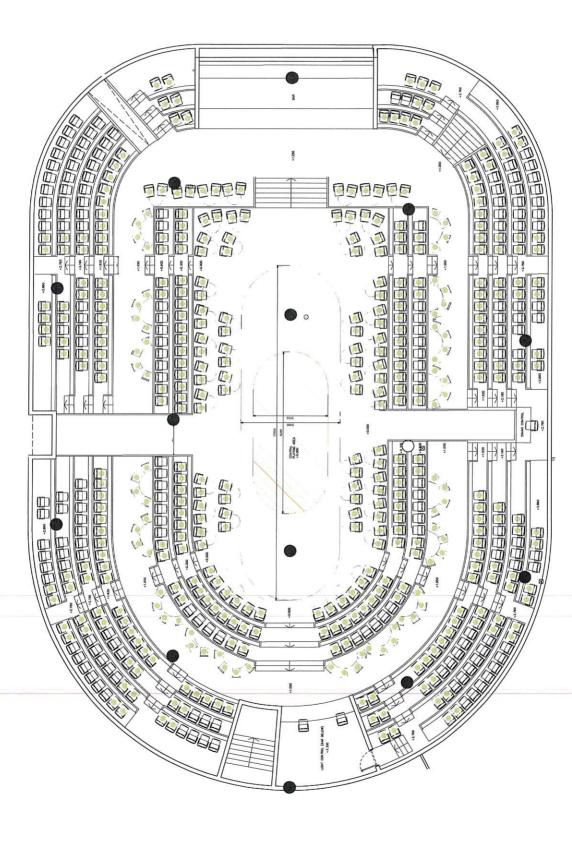
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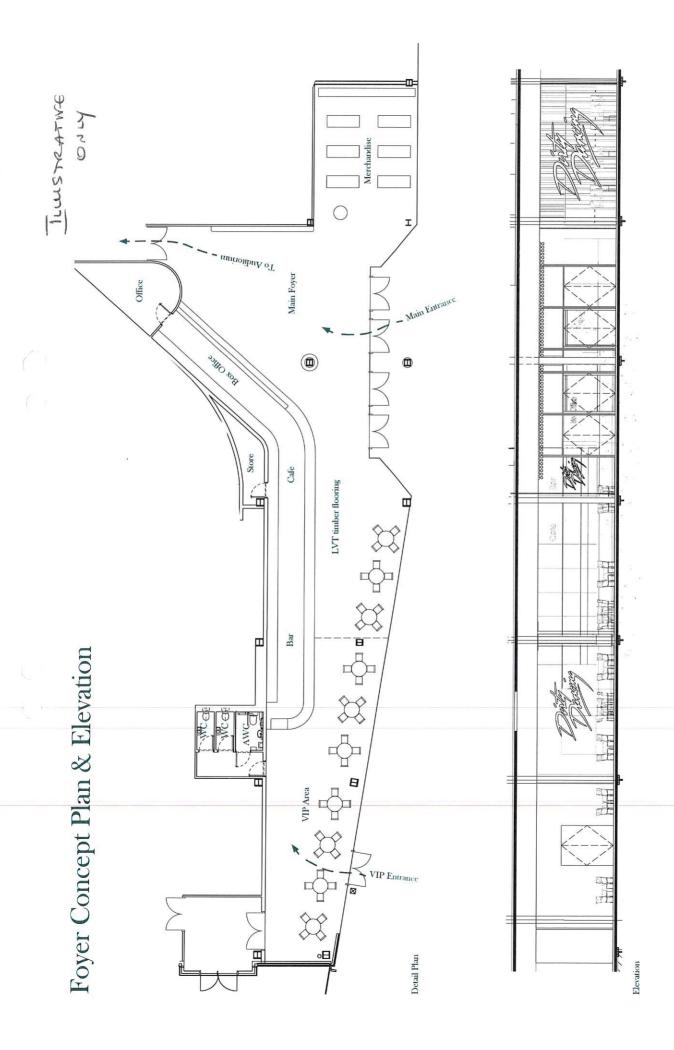
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Auditorium Plan



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Capital Theatre - RD1 Submission



Capital Theatre - RD1 Submission

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6

Capital Theatre, Westfield Shopping Centre Ariel Way, London Draft Conditions for Issue: 19 December 2024 Expanded Conditions proposed 16 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.

- A 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.
 - An Event Safety Management Plan (ESMP) will be developed and shared with the Licensing Authority and other Responsible Authorities (if requested) prior to opening.
 - 2. 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
- 3. 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.

4. **CCTV**

- 4.1 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.
- 4.2 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.
- 4.3 It shall cover any internal or external area of the Premises where licensable activities take place.
- 4.4 The recordings shall be in real time and stored for a minimum period of 31 days with date and time stamping.
- 4.5 Footage shall be provided to the Police or authorised Council officer on reasonable request made by email to the Designated Premises Supervisor.
- 4.6 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.
- 4.7 Appropriate signage shall be displayed in prominent positions, informing customers they are being recorded on CCTV.
- 5. 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.

- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.

- 10. Adequate and appropriate first aid equipment and materials will be kept on site, regularly checked and kept in an easily accessible place for staff.
- 11. All exit routes will be kept unobstructed, with non-slippery and even surfaces, free of trip hazards and clearly signed.
- 12. Capacity figures shall be limited to those as set out in the Fire Risk Assessment.
- 13. 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.
- 14. 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.
- 15. 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

- 16. The use of glassware in the main auditorium shall be risk assessed and a copy of the risk assessment shall be kept and site and shared with representatives of the responsible authorities on reasonable request.
- 17. 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.

18. Licensable activities in the external terrace shall cease (at the latest) by 22:30¹ with the area closed to the public by 23:00². Any tables/chairs which are not fixed to the ground will be stored inside, on closure of the premises.

Staff Training

- 19. 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.
- 20. 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

21. 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.

SED draft 18 December 24

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

² This deadline will be extended on NYE/NYD until permitted hours commence on 1 January each year as detailed in the application.