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SOUTHEND-ON-SEA BOROUGH COUNCIL

Licensing Sub-Committee C

Date: Thursday, 25th March, 2021 Time: 10.00 am Place: Virtual Meeting via MS Teams

Contact: Tim Row - Principal Democratic Services Officer Email: committeesection@southend.gov.uk

<u>A G E N D A</u>

- 1 Apologies for Absence
- 2 Declarations of Interest

A Thompson

- 3 Minutes of the Meeting held on Thursday, 23rd July, 2020 (Pages 1 2)
- Application for the Renewal of a Sexual Entertainment Venue Licence Pink Papers, The Stables, Lucy Road, Southend-on-Sea, Essex, SS1 2AU (Pages 3 94)

TO: The Chair & Members of Licensing Sub Committee C: Councillor H McDonald (Chair), Councillors S Habermel (Vice-Chair), M Borton, A Chalk, A Dear, D McGlone, I Shead and



SOUTHEND-ON-SEA BOROUGH COUNCIL

Meeting of Licensing Sub-Committee C

Date: Thursday, 23rd July, 2020 Place: Virtual Meeting via MS Teams

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Present: Councillor H McDonald (Chair)

Councillors S Habermel (Vice-Chair), M Borton, A Chalk, N Folkard*,

D McGlone, A Thompson and S Wakefield*

*Substitute in accordance with Council Procedure Rule 31.

In Attendance: E Georgeou, A Byrne, E Anakwue, T Row and E Cook

Start/End Time: 2.00 pm - 3.30 pm

186 Apologies for Absence

Apologies for absence were received from Councillor Dear (substitutue: Councillor Folkard) and Councillor Shead (substitute: Councillor Wakefield).

187 Declarations of Interest

No interests were declared at the meeting.

188 Minutes of the Meeting held on Thursday, 4th June, 2020

Resolved:-

That the Minutes of the Meeting held on Thursday, 4th June 2020 be received and confirmed as a correct record.

189 Revocation and Installation of Taxi Stand outside Southend Hospital

Further to Minute 804 of its meeting held on Thursday, 13th February, 2020, the sub-committee received a report of the Executive Director (Neighbourhoods and Environment) that presented the objections received in response to the statutory consultation for the revocation of the taxi stand outside Southend Hospital on the eastbound carriageway of Prittlewell Chase and the installation of a split taxi stand on the opposite westbound carriageway.

The sub-committee recognised that the relocation of the taxi rank could potentially create a detrimental impact on the residents of the properties fronted by the new split rank. It also noted the Hospital had confirmed that that works being undertaken on the internal layout of the car parking areas was likely to be completed by summer 2021. The sub-committee therefore felt that taxi drivers should be instructed to switch off their engines whilst waiting in the rank and not to let their engines idle and that the timing of the rank should be reduced from 8.00 p.m. to 5.00 p.m. Furthermore, the situation should be reviewed 3 months after completion of the works being undertaken by the Hospital to the internal layout of the car parking areas.

Resolved:-

- 1. That the existing taxi stand on Prittlewell Chase which extends from the end of the zebra crossing zig zags opposite numbers 218-220 Prittlewell Chase heading eastwards for a distance of 78m, be revoked.
- 2. That a new taxi stand be appointed on the opposite carriageway on the southwest side of Prittlewell Chase, which allows resident access via drop kerbs this stand will be split into 5 sections and laid out as follows:

From a point 6.7 metres west of the common boundary of Nos. 184 and 186 Prittlewell Chase to a point 7.8 metres west of the common boundary of Nos 186 and 188 Prittlewell Chase.

From a point 3.5 metres west of the common boundary of Nos 180 and 182 Prittlewell Chase to a point 8.6 metres west of the common boundary of Nos 180 and 182 Prittlewell Chase.

From a point 5.1 metres west of the common boundary of Nos 176 and 178 Prittlewell Chase to a point 5.7 metres west of the common boundary of Nos 178 and 180 Prittlewell Chase.

From a point 4 metres west of the common boundary of Nos 172 and 174 Prittlewell Chase to a point 4.9 metres west of the common boundary of Nos 174 and 176 Prittlewell Chase.

From a point 4.9 metres west of the common boundary of Nos 168 and 170 Prittlewell Chase to a point 5.6 metres west of the common boundary of Nos 172 and 170 Prittlewell Chase.

- 3. That all sections of the new stand(s) proposed above will operate between 08.00 and 17.00 daily.
- 4. That appropriately worded signage be clearly displayed in each of the sections informing taxi drivers to switch off their engines whilst waiting in the rank and not to let their engines idle.
- 5. That the situation be reviewed 3 months after completion of the works being undertaken by the Hospital to the internal layout of the car parking areas.

Chair:

Southend-on-Sea Borough Council

Report of Executive Director
(Neighbourhoods and the Environment)
To
Licensing Committee C
On
25th March 2021

Agenda Item No.

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Pink Papers, The Stables, Lucy Road Southend-on-Sea, Essex, SS1 2AU

Application for the Renewal of a Sexual Entertainment Venue Licence Local Government (Miscellaneous Provisions) Act 1982 as amended by the Policing and Crime Act 2009

A Part I Public Agenda Item

1. Purpose of Report

- 1.1 To consider an application by Andros Steven Stavrou for a Sexual Entertainment Venue Licence in respect of Pink Papers, The Stables, Lucy Road, Southend-on-Sea, Essex, SS1 2AU.
- 2. Recommendations
- 2.1 That the Committee determines the application.
- 2.2 Should the Committee decide to approve the application, then all relevant standard conditions attached in Appendix 1 should be applied to the license.
- 3. Background
- 3.1 On 15 December 2011 Southend Borough Council made a resolution to adopt the provisions of Schedule 3 of the Local Government (Miscellaneous Provisions Act) 1982 (LGMP) introduced by the Policing and Crime Act 2009 (PACA), that relate to the licensing of Sex Establishments, comprising of Sex Shops and Sex Cinemas.
- 3.2 The PACA introduced a third category of Sex Establishment licence (in addition to Sex Shops and Sex Cinema licences) called a Sexual Entertainment Venue (SEV). This licence covers striptease, lap/ table dancing and similar entertainment. Previously this type of entertainment was classified generally as performance of dance on Premises Licences under the Licensing Act 2003 and was not regarded as a sex establishment.
- 3.3 At present there are currently four premises that hold current Sex Establishment Licences and these are as follows:-

- Cornucopia, 39 Marine Parade, SS1 (SEV licence)
- Pink Papers, Lucy Road, SS1 2AU (SEV licence)
- Entice, 3 Warrior House, 42-82 Southchurch Road, SS1 2LZ (SEV licence)
- Harmony, 312 London Road, Southend (Sex Shop)
- 3.4 The application relates to a premises known as Pink Papers situated at The Stables, Lucy Road, Southend-on-Sea, Essex SS1 2AU.
- 3.5 The application was given to the Licensing Authority on the 25th of January 2021 and was advertised in accordance with legislative requirements (see Application procedures in section 4 below).
- 3.6 Two objections have been received.
- 3.7 The application remains opposed and is referred to the Licensing Committee for determination.

4. Application Procedures

- 4.1 Applicants for a SEV licence are required to send a copy of the application to the Police. It is also a requirement that a public notice is displayed at the premises giving brief details of the application and giving notice that objections can be made within a 28 day period.
- 4.2 Additionally the applicant must publish the same information in a newspaper that circulates in the locality.
- 4.3 It is Council practice to facilitate negotiations between parties where objections have been made. However no request was made for such negotiation by any party.
- 4.4 A copy of both objections have been provided to the applicant and the Licensing Committee. The Act requires that the authority do not disclose details of objectors without their permission and therefore details have been redacted from the committee papers.
- 4.5 All parties have been invited to attend the hearing.

5 Proposals

- 5.1 Details of the application can be summarised as follows:
 - a) To use the ground floor and lower ground floor (as marked on the deposited plan) to provide full or partial nudity, striptease, semi-nude dancing & lap dancing.
 - b) To provide entertainment listed in a) above on Sundays to Thursdays from 12:00 until 02:30 and on Fridays & Saturdays from 12:00 to 03:30.
- 5.2 Further information is provided in the application documentation which has been copied to the Licensing Committee.

6. Financial Implications

6.1 A fee was paid on submission of the application. An additional fee has also been paid in order for the application to proceed to a hearing by the Licensing Committee. These fees cover the cost of administration and processing of the application

7. Premises Licence

- 7.1 A Premises Licence under the Licensing Act 2003 is currently held at the premises, and this permits the following activities:
 - a) The sale by retail of alcohol for consumption on and off the premises.
 - b) The provision of late night refreshment.
 - c) The provision of regulated entertainment comprising live music, recorded music, performances of dance.
- 7.2 A copy of the Premises Licence that includes all licence conditions has been provided to the Licensing Committee.

8. Legal Implications

- 8.1 Under paragraph 12(1) of schedule 3 of the Local Government (Miscellaneous Provisions) Act 1982 there are five Mandatory Grounds for refusal of a Sex Establishments licence. These are as follows:
 - a) to a person under the age of 18;
 - b) to a person who is for the time being disqualified from holding a sex establishment licence;
 - c) Is not a body corporate, and is not resident or has not been resident in an EAA state for six months immediately preceding the date of application;
 - d) The body corporate which is not incorporated in an EEA state;
 - e) Has in the period of 12 months preceding the date of application been refused the grant or renewal of a licence for the premises in respect of which the application is made, unless the application has been reversed on appeal.
- 8.2 Discretionary grounds to refuse an application are:
 - a) the applicant is unsuitable to hold a licence by reason of having been convicted of an offence or for any other reason
 - b) if the licence was to be granted, the business to which it relates would be managed by or carried on for the benefit of a person, other than the applicant, who would be refused the grant of such a licence if he made the application himself;

- c) the number of sex establishments, or sex establishments of a particular kind, in the relevant locality at the time the application is made is equal to or exceeds the number which the authority consider appropriate for that locality;
- d) the grant would be inappropriate, having regard
 - i. to the character of the relevant locality;
 - ii. to the use to which any premises in the vicinity are put;
 - iii. to the layout, character or condition of the premises, in respect of which the application is made.
- 8.3 Objections relating to moral grounds are not relevant matters for the Licensing Committee to consider.

9. Matters for Consideration

- 9.1 The Licensing Authority is obliged to hold a hearing to consider the application and opposition to it. The Authority may.
 - a) Approve the application as made subject to standard and offered conditions, or
 - b) Modify the application conditions put forward or add additional conditions as the Licensing Committee deem appropriate
 - c) Reject the whole or part of the application.
- 9.2 In carrying out its licensing functions, the Licensing Committee should also have regard to:
 - 1. Its Sex Establishments Policy, and
 - 2. The guidance issued by the Home Office
- 9.3 The Council has published a Sex Establishment Policy, following formal consultation. Copies of this document and Home Office guidance, have been made available to all Licensing Committee Members.

10. Background Papers

- 10.1 Council's Sex Establishments Policy.
- 10.2 Home Office Guidance Sex Entertainment Venues.
- 10.3 Local Government (Miscellaneous Provisions) Act 1982 Schedule 3 as amended.

11. Appendices

Appendix 1 - Sex establishment operating conditions.

SEX ESTABLISHMENT OPERATING CONDITIONS

The applicant has confirmed that the below conditions are carried forward to the renewal application and if granted the committee may attach them to the new licence. Additional conditions may also be added at the discretion of the Licensing Authority

- 1) The Licensee or a responsible person nominated by them in writing, not being under a person under 21 years of age, and whose nomination has been approved in writing by the Licensing Authority, shall be in charge of and present in the premises at all times when the public are on the premises.
- 2) The person in charge shall not be engaged in any duties which will prevent them from exercising general supervision.
- 3) The licence (including a copy of the conditions attached to it) shall be exhibited at the premises in a place where it can be easily seen and each page can be read by people visiting the premises.
- 4) There shall be no noise coming from the premises which would cause people in the neighbourhood to be unreasonably disturbed.
- 5) The Licensee shall take all reasonable steps to ensure that people entering or leaving the premises do not conduct themselves in such a manner so as to cause disturbance or nuisance to residents or passers-by.
- 6) The business shall be carried on only in the trade name or title, and at the address, specified in the licence.
- 7) The business shall be carried on only as the type of sex entertainment venue described in the application.
- 8) Where the licensee is a corporate or unincorporated body, any change of director/partner or other persons to be responsible for the management of the premises shall be notified in writing to the Licensing Authority within 14 days of such change and further information as required by the Licensing Authority shall be given in writing within 14 days of such a request being made.
- 9) The Licensee shall retain control over all parts of the premises and shall not let, share, or part with possession of any part of the premises. No change of use of any part of the premises shall be made without prior approval of the Licensing Authority.
- 10) In the conduct of the business the licensee shall not employ any person:-
 - (a) who has been disqualified from holding a licence for a sex establishment
 - (b) who has been refused the grant or renewal of a licence for a sex establishment
 - (c) who has been the holder of a licence for a sex establishment when that licence has been revoked.

- 11) The Licensee shall ensure that no employee or other person seeks to obtain custom for the premises by means of personal solicitation within the Borough.
- 12) Sex articles as defined by the Local Government (Miscellaneous Provisions) Act 1982 shall not be displayed, sold, exchanged, loaned or demonstrated other than within a sex shop.
- 13) The interior of the premises shall not at any time be visible from the outside.
- 14) The number, size and position of the doors or openings provided for the use of the public shall be approved by the Licensing Authority and those leading to parts of the premises to which the public does not have access shall be marked 'private'.
- 15) No access shall be permitted through the premises to any unlicensed premises adjoining or adjacent save in an emergency.
- 16) Lighting in all parts of the premises both internal and external shall be as approved by the Licensing Authority and be in operation continuously during the whole of the time the premises are open to the public.
- 17) There shall be no distribution of leaflets or other advertising material relating to the premises. (this provision includes on-vehicle advertising and static adverts such as Aboards, posters and bill boards).
- 18) No advertisement, display, sign, imagery, model or other such things shall be exhibited either at the premises or any other premises giving access to the premises so as to be visible from outside the premises except for the following:
 - (a) any notice of a size and in a form approved in writing by the Licensing Authority
 - (b) a compulsory warning notice, of a minimum size A4, shall be displayed at the each entrance to the premises.
 - i. The warning notice for sex shops and sex cinemas shall state: "WARNING Persons passing beyond this notice will find material on display which they may consider indecent. No admittance to persons under 18 years of age."
 - ii. The notice for sex entertainment venues shall state: "WARNING Persons passing beyond this notice will find nudity shows which they may consider indecent. No admittance to persons under 18 years of age."
 - iii. The word "WARNING" must appear as a heading.
 - iv. The warning notice shall contain only the prescribed words, and no others.
 - v. No pictures or other matter shall appear on the notice.
 - vi. The notice must be placed so it is easy to read and no-one could reasonably gain access to the premises without being aware of it.
- 19) No external loudspeakers may be installed or used.
- 20) No person who is apparently under the age of 18 years, or who is known to any person connected with the licensee's business and present at the premises to be under that age, shall be admitted to or allowed to remain at the premises.

- 21) The Licensee shall operate a challenge 25 policy where by any person who appears to be under the age 25 years shall be required to provide ID showing that they are at least 18 years of age. The only acceptable forms of ID shall be a UK photographic drivers licence, a passport or a 'PASS' approved ID card. A refusals log shall be maintained whereby any occasion a person is refused entry shall be recorded and available upon request by the Police or an authorised officer of the Licensing Authority.
- 22) The Licensee shall ensure that all persons employed on the premises are aware of the age restriction on clients and that they exclude or remove from the premises any person attempting to evade the restriction. Written training records shall be maintained at the premises and be available for inspection upon request by the Police or an authorised officer of the Licensing Authority.
- 23) The Licensee shall ensure that they submit a variation application before carrying out any change to the structure or management of the premises.
- 24) Performers may not stand in any lobby, reception or foyer areas or outside area of the premises for the purposes of greeting customers or encouraging customers to enter the venue.
- 25) The Licensee shall nominate a Duty Manager for the premises on each occasion they are open to the public and being used for the purposes of providing relevant entertainment.
- 26) The Licensee shall ensure the rota of the Duty Manager is displayed in the foyer or reception of the premises so the name can easily be viewed by Police or authorised Licensing Authority officers carrying out an inspection of the premises, or otherwise by persons using the venue. The full name of the appropriate duty manager shall be included on the rota.
- 27) The Duty Manager shall be responsible for ensuring the premises operate in accordance with the conditions applicable to the sex establishment licence.
- 28) The Duty Manager shall remain on the premises while they are on duty save in the event of an emergency situation.
- 29) The prices for entrance and any compulsory purchases within the venue, shall be clearly displayed at the entry point of the premises.
- 30) No charge shall be applied unless the customer has been made aware of the tariff of charge by the performer in advance of the performance.
- 31) The use of any cruising cars or any other wheeled carriage [whether for the purposes of hire or reward or not] by the premises to solicit customers and/or transport to or from the premises is prohibited.
- 32) An appropriate number of door supervisors registered with the Security Industry Authority shall be on duty to ensure that:

- All public areas of the premises are continually monitored to ensure the Dancers and Customers Codes of Conduct and any licence conditions are being complied with.
- Persons breaching the Customers Code of Conduct or otherwise behaving in a disorderly manner can be safely ejected from the premises.
- Customer numbers are monitored to ensure additional door supervisors will be available on a risk assessed basis.
- At all times the premises is open to the public there is a minimum of one member of security staff present on any floor where a performance of sexual entertainment is taking place and one member of security staff at the public entrance/exit to the premises.
- 33) Private booths shall not be fully enclosed. There must be a clear sight-line from outside the booth so that any performance of sexual entertainment can be directly monitored.
- 34) All private booths shall be fitted with a panic button or security alarm tested regularly with test results recorded in writing.
- 35) The Licensee shall undertake appropriate checks to ensure each dancer is eligible to work in the United Kingdom and shall not allow dancers ineligible to work in the UK to work at the premises. Appropriate records of the checks shall be kept at the premises and made available to Police and/or immigration officers upon request.
- 36) The Licensee shall maintain written records of all dancers working at the premises. The records shall show the dancer's full name, home address, date of birth and a certified photocopy of their passport (or a UK driving Licence) and the date the dancer was provided with the Dancers Code of Conduct and Disciplinary Procedure. Such records shall be produced for inspection by Police and authorised Licensing Authority Officers on request. Any instances of the dancer breaching the Dancers Code of Conduct shall be recorded on the dancer's record, showing the date and time of the incident and details of the breach that occurred. Such records shall be kept for a minimum of 6 months following cessation of their employment or work at the premises.
- 37) Dancers under the age of eighteen shall not be permitted to work at the premises.
- 38) Dancers shall not be permitted to perform if they are clearly under the influence of alcohol or drugs.
- 39) The Licensee shall ensure that an incident log is maintained at the premises. The incident log shall, as a minimum, give details of:
 - Any ejections from the premises
 - Any refused admissions
 - Any refused sales
 - Any inappropriate behaviour by guests
 - Any failure in the CCTV system
 - Any incidents of crime or disorder
 - Any complaints made by the public, guests dancers or other staff

- 40) The incident log shall be completed as soon as reasonably practicable after any incident has occurred and in any case prior to the end of business on the day of the incident. The Licensee shall ensure the incident log is checked periodically and at least at monthly intervals to ensure that staff are completing the incident log.
- 41) The incident log shall be kept in a place where it can easily be accessed by staff working at the premises and all staff shall be aware of its location and the need to complete it in the case of any of the circumstances described above. The incident log shall be made available for inspection to Police or authorised Licensing Authority Officers on request.
- 42) A 'Customers Code of Conduct' shall be on displayed at the entrance to the premises and within the performance areas, and at each customer table. The customer code of conduct shall include the following:-
 - I. Customers shall be seated during a performance.
 - II. There shall be no physical contact with the performers at any time during the performance.
 - III. Unacceptable and inappropriate behaviour will result in a customer being removed the premises.
 - IV. Customers may only proposition the performers for a dance and not for any other sexual activity.
 - V. No non-prescription drugs or nitrous oxide may be brought into, or consumed on the premises.
 - VI. No weapons or items which may be used as weapons may be brought into the premises.
 - VII. It is a condition of entry that customers may be searched before being permitted to enter the premises.
 - VIII. No photography, either or still of moving imagery, is permitted by the use of the camera, mobile phone or other electronic device.
- 43) The following policies shall be drawn up and agreed with the Police in writing prior to the licence being deemed as 'in force':
 - Misuse of Drugs
 - Searching
 - Smoking
 - The safety of dancers when leaving the premises following any period of work
- 44) The smoking policy shall include a provision that the smoking area for use by staff shall be kept secure and separate to any public smoking area and that no more than two staff shall be permitted to smoke outside the premises at any one time.
- 45) A female security officer shall be on duty at all times when body searches are carried out on female customers.
- 46) The Licensee shall sign-up to and participate in any town link radio system operated for the purposes of dealing with crime, disorder and nuisance in the night time economy within the vicinity of the premises.
- 47) The Licensee shall ensure there is a 'Dancers Code of Conduct' in force at the premises which shall be displayed at the premises. A copy of the 'Dancers Code of Conduct' and the conditions of the licence shall made available to the dancers in their own language on request.

- 48) Dancers may not intentionally touch a customer during a performance.
- 49) Dancers may not permit a customer to touch them during a performance.
- 50) Dancers may not straddle the customer.
- 51) If a customer attempts to touch or speak to a dancer inappropriately, the dancer shall stop the performance and advise the customer of the rules of the Code of Conduct. If the customer persists in an inappropriate behaviour, the dancer shall stop the performance and inform premises management immediately.
- 52) There shall be no physical contact between dancers while they are performing.
- 53) Dancers shall not solicit for gratuities or payment for sexual favours.
- 54) Dancers shall not engage in any act of prostitution, i.e. the receiving of gratuities or payment for sexual favours.
- 55) Dancers may never give out personal information, including telephone numbers, email addresses or other contact details to audience members.
- 56) Dancers may not perform any act which simulates masturbations, oral sex or sexual intercourse, including the insertion of any object, including their own finger, into the mouth, anus or vagina.
- 57) Dancers may not touch their own breasts, anus or genitals with their fingers, lips or tongue.
- 58) Dancers may not be in the company of a customer unless it is in an area of the premises that is open to the public.
- 59) Dancers shall not perform if they are, or appear to be, under the influence of alcohol or drugs.
- 60) If a customer engages in acts of masturbation or other sexual behaviour, the dancer shall cease the performance immediately and inform the premises management.
- 61) Dancers shall be provided with secure and private changing facilities. This shall include the provision of a toilet and a shower, which are for the sole use of the dancers. They shall use the dressing room facilities provided to change for their performance.
- 62) Dancers shall only use the smoking area provided specifically for their use.
- 63) Dancers shall only use the sanitary facilities specifically provided for their use.
- 64) Dancers shall be fully clothed (i.e. no nudity) when not performing.
- 65) Dancers shall not leave the premises or otherwise be visible outside the premises, including for smoking breaks, unless dressed in suitable attire, e.g. outer-wear consisting of coat or top and skirt or trousers so lingerie or other performance costume is not visible. No advertising shall be displayed on dancers clothing when worn outside the premises during breaks.

- 66) Dancers shall notify management in the event of his or her spouse, civil partner, boyfriend or girlfriend being on the premises.
- 67) The Licensee shall ensure that a zero tolerance policy in respect of illegal drugs is in place. In pursuance of that policy dancers shall be subject to search and a procedure within the policy shall whereby dancers sign to confirm consent to appropriate searches being carried out.
- 68) The Licensee shall signpost performers and staff to suitable support services. This shall include, but not be limited to, details of support services for victims of sexual harassment and/or sexual violence. This shall include the provision of leaflets sited within the changing area and handed to each performer prior to commencement of their contract/employment.
- 69) All dancers shall comply with the dancers Code of Conduct. Any failure to adhere to the Code of Conduct shall render the dancer subject to the house Disciplinary Rules, a copy of which shall be provided to each dancer.
- 70) No films may be shown at the premises unless they have been passed by the British Board of Film Classification. No films classified as R18 shall be shown on the premises.
- 71) The Closed Circuit Television (CCTV) system shall cover all public areas of the premises including all areas where performances of sexual entertainment are conducted, and be maintained in good working order to:
 - a) Operate on 'real-time' at a minimum rate of 20 frames-per-second, with constant, correct time/date generation.
 - b) Have a recording capability capable of providing individual pictures.
 - c) Provide clean, clear and unobstructed camera views of evidential quality in all lighting conditions.
 - d) Provide correctly timed and date stamped recordings which must be stored in date order, numbered sequentially, kept for a period of at least 31 days and handed to the Police on request.
 - e) Export footage to a removable storage medium with a time and date integral to the image – where possible, to also include any software needed to replay the footage.
 - f) Ensure exported footage at the same, or similar quality to that recorded on the system recording.
 - g) Incorporate at least one camera on every entrance and exit to the premises which gives images clearly showing full height and facial recognition.
 - h) Incorporate at least one camera on all areas where the sale/supply of alcohol occursindividuals must be recognisable.
 - i) Incorporate at least one camera on any potential queue area external to the premises, and car parking area within the boundary of the premises - individuals must be detectable.
 - j) Incorporate a dedicated CCTV camera for each private booth individuals must be clearly identifiable.
 - k) Ensure that all other cameras at the premises allow for individuals to be recognisable.
- 72) During all periods of licensable activity authorised by this licence, a nominated and trained 'CCTV Operator' shall be on duty, who is competent in the operation of the CCTV equipment in order to:
 - a) Inspect the CCTV system on a daily basis, and ensure that all cameras are in full working order.

- b) Record each inspection on a 'CCTV maintenance' log sheet, and endorse with their signature.
- c) Facilitate the downloading CCTV footage. Images shall be provided to the police upon request.
- 73) During all periods of non-licensable activity, a 'CCTV Operator' must be contactable by the police on a designated emergency-only telephone number. This number must be registered with the local police licensing office.
- 74) A suitable drugs safe/cabinet shall be fitted and any seized items shall be deposited in it. The safe shall be installed at the main entrance and only the Police shall have the access keys. Any seized items shall be placed in a clear bag with a label stating the circumstances of why it is in the safe. A corresponding book to record details of such seizes or found drugs/weapons shall be maintained. The whole of this procedure shall be covered by CCTV from seizure to deposit in safe. (With the exception of the toilets).
- 75) The Licensee shall ensure that a 'grab bag' containing suitable clothing for the use of dancers in the event of an emergency evacuation, is located at the exit to the premises. (Such clothing is defined in condition 65 above).



LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1982 APPLICATION FOR THE GRANT OF A SEX ESTABLISHMENT LICENCE

ALL SECTIONS MUST BE COMPLETED. Before completing this form please read the guidance notes at the end of the form. If you are completing this form by hand please write legibly in BLOCK capitals. In all cases ensure that your answers are inside the boxes and written in black ink. Use additional sheets if necessary. You may wish to keep a copy of the completed form for your records.

PART 1-Premises details

Postal address o	PINK PAPERS THE STABLES
Post town	SOUTHEND ON SEA
Post code	SSI ZAU
Telephone numb	per of the premises 01702 610 172
Email address of	f the premises

Additional details

State the date on which the pren a sex establishment	nises were first used as	1999
Description of premises at which carried on (eg shop, house, etc)		LAP DANCING CLUB
Parts of premises to be used	GROUND FLO	
Purposes for which the remainder of the building is to be used.	N/A	

What is the applicant's interest in the premises? Please tick yes

Freehold Leasehold

If leasehold state:	
Whether it is a head lease or a sub- lease	HEAD LEASE
The name and address of the landlord/superior landlord	WIL RUFFLER AND MMV RUFFLER AS TRUSTEES OF THE DEED OF RESETTLEMENT TRUST 2008 BOTH UF OCTAGON HOUSE, 20 HOOK ROAD, EPSOM, SURREY KTIG 8TR
Length of the unexpired term of the lease	9 YEARS
Period of notice required to terminate the lease.	N/A

Leaseholders are required to submit evidence of their right to occupy the premises as part of their application

PART 2-Applicant details

Please state whether you are applying for a licence as

Please tick yes

(a) an individual or individuals

- please complete sections A and C

(b) a person other than an individual

- please complete sections B and C

(i) as a limited company

(ii) as a partnership

(iii) as an unincorporated association

(A) INDIVIDUAL APPLICANTS (fill in as applicable)

Applicant 1.

Surname	STAVROU
First names	ANDROS STEVEN
Former names(if any)	
Date of birth	26 OCTOBER 1966
Place of birth	LONDON
Nationality	BRITISH
Address of permanent private place of residence	SOUTHEND ON SEA ESSEX SSI IDT
Period of residence at this address	3 YEARS
Previous address of permanent private place of residence if less than 6 months at current address	
Period of residence at this address	

Applicant 2. (if applicable)

Surname	
First names	
Former names(if any)	
Date of birth	
Place of birth	
Nationality	
Address of permanent private place of residence	
Period of residence at this address	
Previous address of permanent private place of residence if less than 6 months at current address	
Period of residence at this address	

(B) OTHER APPLICANTS

Full name of body	
Address of registered or	
principal office	
Where appropriate please give the fe	ollowing information
Company registration number	
Date & place of incorporation	
Whether the applicant is a wholly or	
partly owned subsidiary of another	
company	
In the case of a partnership or other joi	nt venture
(other than a body corporate) please g	ive a
	artnership,
description of applicant (for example pa	
description of applicant (for example pa	
	h party concerned in the organisation
company, unincorporated association) Please give the following details of each	h party concerned in the organisation
Please give the following details of each Party 1.	h party concerned in the organisation
Please give the following details of each Party 1. Surname	h party concerned in the organisation
Please give the following details of each Party 1. Surname First names	h party concerned in the organisation
Please give the following details of each Party 1. Surname First names Former names(if any)	h party concerned in the organisation
Please give the following details of each Party 1. Surname First names Former names(if any) Date of birth	h party concerned in the organisation
Please give the following details of each Party 1. Surname First names Former names(if any) Date of birth Place of birth	h party concerned in the organisation
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Please give the following details of each Party 1. Surname First names Former names(if any) Date of birth Place of birth Nationality Address of permanent private place of residence Period of residence at this address Previous address of permanent	h party concerned in the organisation

Party 2. (if applicable)

Surname	
First names	
Former names(if any)	
Date of birth	
Place of birth	
Nationality	
Address of permanent private place of residence	
Period of residence at this address	
Previous address of permanent	
private place of residence if less than	
6 months at current address	
Period of residence at this address	

Is the whole of the business owned by the applicant	Yes =	No _

If 'No' state the names and addresses of those who will share in the profits of the business.. In each case state the percentage share of the profit.

Name	Address	% Share

(C) ANY OTHER PERSON RESPONSIBLE FOR THE MANAGEMENT OF THE PREMISES

Surname	
First names	
Former names(if any)	
Date of birth	
Place of birth	
Nationality	
Address of permanent private place	
of residence	
Period of residence at this address	
Previous address of permanent	
private place of residence if less than	
6 months at current address	
Period of residence at this address	

Employment during the previous 6 years

Nature of Employment	Place of employment	Period of employment
	S. E. Mark S. C. E.	

OTHER INFORMATION REQUIRED

1. Name and address of any sex establishment or premises licensed under the Licensing Act 2003, with which any person named or company above is presently or has previously been connected with.

Name of person or company	A	HNDROS STAUROU
Name & Address of Premises		PINK PAPERS LUCY ROAD SOUTHEND ON SEA ESSEX SSI ZAU
Nature and extent of interest		LESSEE / OWNER OF BUSINESS
Dates connected with	From	2020
establishment.	То	CURRENT

2. Full particulars of any previous application by any person or company named above for the grant or renewal for a licence for a sex establishment which has been refused

Name of person or company	
Name & Address of Premises	
Outline reason for refusal	
Date of refusal	
Name & address of Licensing Authority making refusal	

	erson or company		
Name & Ac	Idress of Premises		
Outline rea	son for revocation		
Date of rev	ocation	No. To the	
Name & ad	dress of Licensing	1777 201	
Authority m	aking revocation		
	r a sex establishment	named above being dis	
Outline rea	son for		
disqualifica	tion		
Date of disc	qualification		
Name and	address of		The state of the s
Licensing A	authority making		
disqualifica	tion (if applicable)		The second second
if a body co	rporate or unincorpor	orded against any perso ated body that body or management? If so pl	any of its directors or
other perso	Date of	Offence	Sentence (including suspended sentences)
other perso	Conviction		suspended sentences)
			suspended sentences)
			suspended sentences)
			suspended sentences,

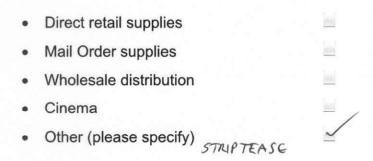
NB this information must be supplied in addition to any CRB documentation

PART 3- Operation of premises

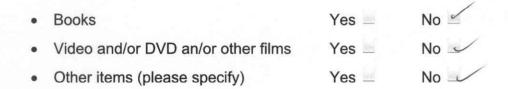
You should attach to this application form any additional documentation which may assist in demonstrating the following information:

	of A	SISTING	(a ~	PREMISES	TOREY	2	A	ARE	EMISES	THE PA	17 del
P	- AND LA	ALCOHOL	NOF	FOR PROVISION	FLOOR	bind	GV	LOWER	AND	FLOUR	GROUND

2. Indicate the particulars of business to be conducted:



3. Details of articles to be offered for sale, hire etc



4. What experience do you have in the operation/management of sex establishments?

DPERATED SUNSET/PINK PAPERS SINCE 2020

5. Who is going to be present and responsible for the management of the premises during opening hours?

ANDROS STEVEN STANKAU

6. What training is given to staff and how will they be monitored? (please enclose copies of your training programme and training records as appropriate) MR ANDROS STAVROV HOLDS A PERSONAL LICENCE UNDER LICENSING ACT 2003 AND PASSED THE APLH. TRANSING MANUAL ATTACHED Will door staff be employed? If yes please give details YES 2 DOOR STAFF Will CCTV cameras be installed at the premises? State internally 8. and/or externally. If yes please include details of specification and location of camera's YES 25 CAMBRAS AMPROVIDED WAS DEGITAL SYSTEM) 9. What steps will be taken to prevent solicitation of the business in or in the immediate vicinity of the premises NO EXTERNAL ADVERTISING AS EXISTING 10. What specific management controls are proposed? Documentary evidence is required. eg training programmes, policies etc ANDROS STAVRON HOLDS THE PERSONA LICENCE AND APLH. SEE TRAINING MANUAL AMO RULES / POLICIES ATTACHED 11. What rules of conduct for customers and (where relevant) performers are in place? NOTICES STATING NO PHOTOGRAPHY OR TOUCHING OF PERFORMENS WILL BE ALCONED ARE STUTTED THROUGHOUT THE PREMISES. PHOTOGRAPHS OF NOTICES What means are to be taken to prevent the interior of the premises 12. being visible from the exterior of the premises.? ALL WINDOWS ARE OBSCURED AND CURTAINS ARE PULLED CLOSED TO PREVENT VISIBILITY FROM THE EXTENOR AS EXISTING AT THE PREMISES.

	company, pe	erson or b	ody? If 'ye	es' supply	a copy of	any agree	ment
	and state wh	nat is to pu	urchased a	and from w	hom. Yes	= N	lo 🗸
PART 4	4-General						
1. Whe	n do you wa	nt the lice	OR DAY AF	ITER EXPLIY	1	ay Month	Year
	u wish the lid when do yo		e valid on		ited D	ay Month	Year
3. Pleas	se indicate t	he days a	nd hours y	ou wish to	trade		
	Mon	Tues	Weds	Thurs	Fri	Sat	Sun
F	- Nison	10 1 0	12:00	12:00	12:00	12:00	12:00
From:	12:00 Noon	12:00	(2,00	1	O TOTAL SECTION	47.00	
То:	02 : 30	02:30	02:30	02:30	03130	03:30	02:3
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To: 4. Wha 5. Wha	02:30	oz: 30 ded tradir	02:30 ng name o	o2:30 r title of the	03130	03:30	0213
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To: 4. What sex shows sex cine sex entire	t is the intended	oz: 30 ded tradir PINK ded use of	oz:30 Ing name o PAPERS	o 2 2 3 0 r title of the	es establish	No No No	o2:3
To: 4. What sex shows sex cine sex entire	t is the intended	ded tradir	oz:30 ng name o PAPERS of the prem	o 2 2 3 0 r title of the	es establishes es e	No No No Provide full of	details.

PART 5- Confirmation

I have already paid or enclose payment of the fee

I have enclosed a site plan (scale 1/500) showing the premises in relation to other premises within a100 metre radius.

I have enclosed a plan of the premises (scale 1/100 unless agreed in writing by the Licensing Authority) in respect of which the licence is sought.

I have enclosed drawings showing the proposed front elevation of the premises and photographs showing it as existing.

I have enclosed 2 passport photographs of each of the individuals named in sections Part 2 of the application form. The reverse of one photograph must state the full name of the individual and be signed and dated by them. The reverse of the other must be certified using the form supplied with this application

If the applicant is a company, a copy of the current

Memorandum and Articles of Association is enclosed. Yes No N/A

If the applicant is a partnership a certified copy of the partnership deed is enclosed.

If the applicant is a leaseholder evidence of right to occupy the premises is enclosed.

I have sent a complete copy of this application, including all photos, drawings and plans to the Chief Officer of Police at Southend Police Station.

Please tick

Yes V No

Yes No

Yes No

Yes No

Yes No =

Yes No N/A

Yes No N/A

Yes No

I understand that public notice of the application must be given by:

- (i) publishing an advertisement in a local newspaper circulating in the Council's administrative area no later than 7 days after the date of the application and
- (ii) displaying a notice in the form prescribed by the Council on or near the premises and in a place where the notice can be conveniently read by the public, for 21 *consecutive* days beginning with the date of the application.

I shall supply to the Council:

- (i) a complete copy of the newspaper in which the notice of application has been published, within 48 hours of the date of publication.
- (ii) evidence of due service of the application on the Chief Officer of Police

I understand that if I do not comply with the above requirements my application will be rejected.

PART 6-Declaration

The information contained in this form is correct to the best of my knowledge and belief.

IT IS AN OFFENCE, LIABLE ON CONVICTION TO A FINE, AT LEVEL 5, TO MAKE A FALSE STATEMENT WITHIN OR IN CONNECTION WITH THIS APPLICATION

A. Individual applicant/s

Print Name	ANDROS STEVEN STAVROV
Signature	40
Date	22/01/2021

For joint applications signature of 2nd applicant

Print Name	
Signature	
Date	

B Other applicants

Full name of the person authorised to sign on behalf of the organisation

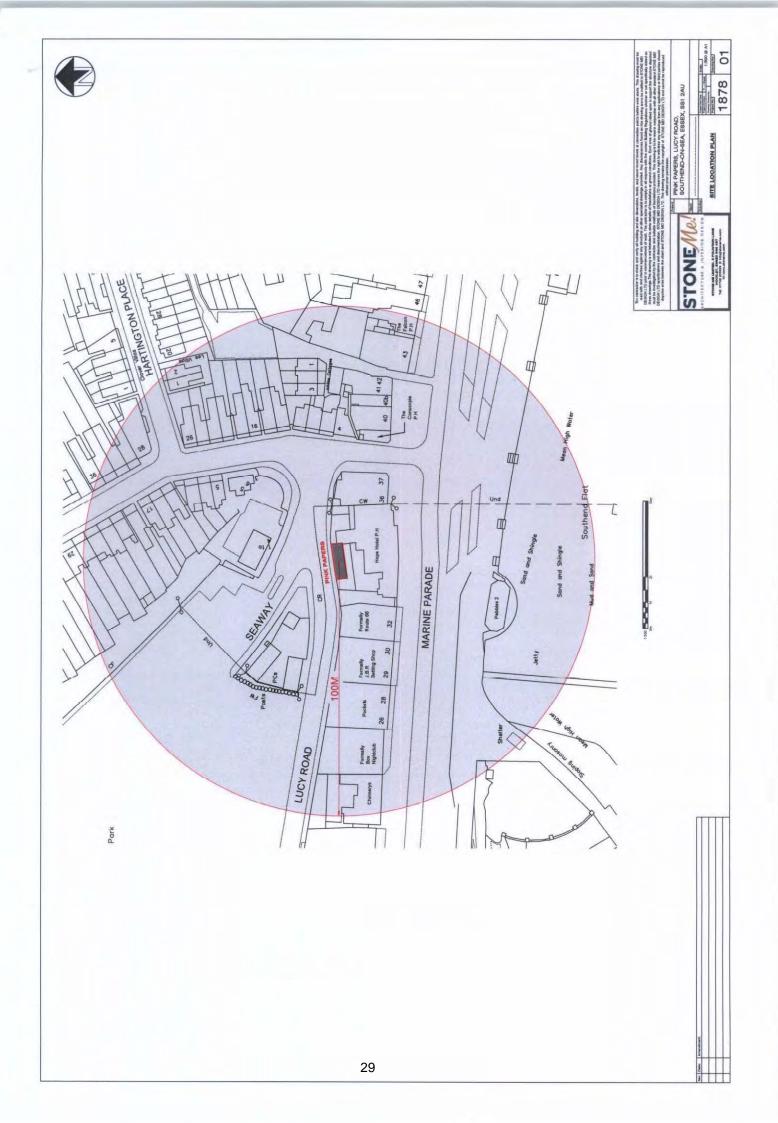
Print Name	
Capacity	
Signature	
Date	

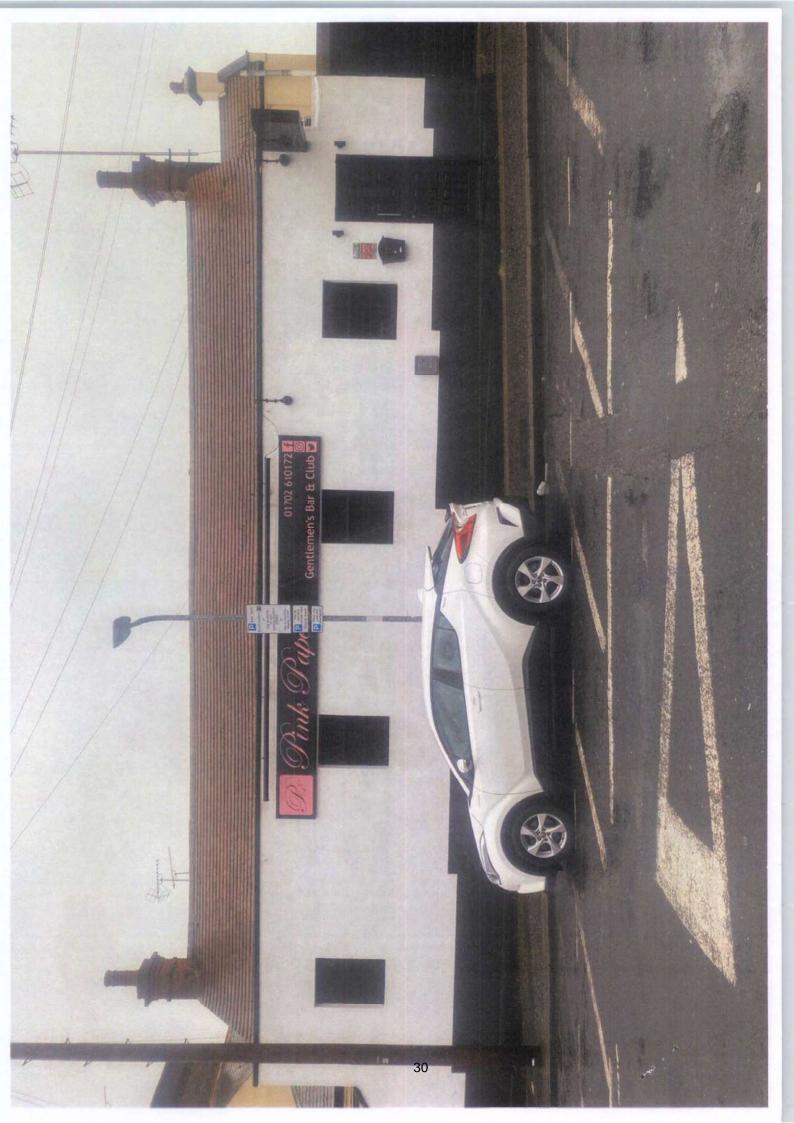
C. CONTACT FOR CORRESPONDENCE

A.D. MURKELL
DIYSDALES SOLICITORS LUP
CUMBERLAND HOUSE
24-28 BAXTOR AVENUE
SOUTHEND ESSEX SS2 6HZ
SOUTHEND ON - SEA
S52 6HZ
01702 423400
a murrell @ drysdales. net

Please Note

- The Licensing Authority may require further information before this application is determined.
- · Incomplete applications will be rejected.
- Applications can only be signed by the applicant(s) or an officer of the applicant company. Applications signed by solicitors or consultants are not acceptable.







of ANDROS
STEVEN STAVROV
ANDROS
ANDROS
STEVEN STAVROV
ANDROS
ANDR

APPLICATION FOR S.E.V -GUIDANCE ON THE PHOTOGRAPHS (Photocopy this section as required)

Two photographs of each individual named in part 2 of the application form must be included with your application, which shall be:

- (i) taken against a light background so that the applicant's features are distinguishable and contrast against the background,
- (ii) 45 millimeters by 35 millimeters,
- (iii) full face uncovered and without sunglasses and, unless the applicant wears a head covering due to his religious beliefs, without a head covering,
- (iv) on photographic paper,
- (v) The reverse of one photograph must state the full name of the individual and be signed and dated by them.
- (vi) Photographs shall be accompanied by the completed statement below verifying the likeness of the photograph to the applicant by a qualifying person listed over leaf.

Please ask your counter-signatory to also certify the rear of one photograph with the handwritten words:

"I verify this to be a true likeness of (NAME)". The photo should then be signed



Photos should be stapled at the edge in the spaces provided

ANDROS STEVEN



STAVROU

Name of Applicant (F	PLEASE PRINT) ANDROS STEVEN STAVROU
Address of Applicant	GC CLIFTON TERRACE
	SOUTHEND, ESSEX
	551 IDT
Name and Address of	of the person certifying the photographs (PLEASE PRINT)
Name	AMOREW MURRELL
Address	A D MURRELL LLM SOLICITOR
Contact/Telephone	61702 423400 DRYSDALES CUMBERLAND HOUSE
Signature	24-28 BAXTER AVENUE SOUTHEND ON SEA ESSEX SS2 6HZ
State how the person	qualifies to certify the photographs
	SELICITOR

HOUSE RULES

Performers must be upstairs ready to work by 8.55 pm No phones to be used whilst on duty No bags to be used on the dance floor No numbers, social media details are to be exchanged with customers No contact with customers outside of work Never leave with any customers or get in any vehicles with customers Performers should not go through to the changing area during work hours without permission from management Use of the pole is part of your job requirement and should be used as often as possible Performers are not allowed to sit on customers laps When all dancing booths are occupied you must wait upstairs with the customer until one becomes available No glasses or bottles are to be taken downstairs No partners are allowed on the premises No swearing No misuse of drugs or alcohol Inform management or door staff of any customer that makes you feel uncomfortable Cigarette ends must be disposed of in the bin provided Performers are in charge of their own time whilst dancing Be aware of fire exits, fire points, extinguishers and meeting points. Ask if you are unsure. Signed: Date:

Dancers Code of Conduct

- Dancers may not intentionally touch a customer during a performance
- Dancers may not permit a customer to touch them during a performance
- Dancers may not straddle the customer
- If a customer attempts to touch or speak to a dancer inappropriately, the dancer shall stop the performance and advise the customer of the rules of the Code of Conduct. If the customer persists in inappropriate behaviour, the dancer shall stop the performance and inform the Duty Manager immediately
- Dancers may not intentionally touch the genitals, anus or breasts of another dancer, nor knowingly permit another dancer to touch their genitals, anus or breasts.
- Dancers shall not solicit for gratuities or payment for sexual favours
- Dancers shall not engage in any act of prostitution
- Dancers may not perform any act which simulates
 masturbation, oral sex or sexual intercourse, including the
 insertion of any object, including their own finger, into
 the anus or vagina
- Dancers may not touch their own breasts, anus or genitals with their fingers, lips or tongue
- Dancers may not be in the company of a customer unless it is an area of the premises that is open to the public

- Dancers shall not perform if under the influence of alcohol or drugs
- If a customer engages in acts of masturbation or other sexual behaviour, the dancer shall cease the performance immediately and inform the Duty Manager
- Dancers shall use the dressing room facilities provided for their exclusive use to change for their performance
- Dancers shall only use the designated smoking area provided specifically for their use
- Dancers shall only use the sanitary facilities specifically provided for their use
- · Dancers will be clothed when not performing
- Dancers shall not leave the premises or otherwise be visible outside the premises including for smoking breaks, unless dressed in suitable attire, e.g. outerwear consisting of coat or top and skirt or trousers so lingerie or other performance costume is not visible
- Dancers shall notify management in the event of his or her spouse, civil partner, boyfriend or girlfriend being on the premises
- All dancers shall comply with this Code of Conduct. Any failure to adhere to the Code of Conduct shall render the dancer being reported and banned from returning to the establishment.

Customers Code of Conduct

- Customers shall be seated during a performance
- There shall be no physical contact with the performers at any time during the performance
- Unacceptable and inappropriate behaviour will result in the customer being removed from the premises
- No illegal substances may be brought into, or consumed on the premises
- No weapons or items which may be used as weapons may be brought into the premises
- It is a condition of entry that customers may be searched before being permitted to enter the premises
- No photography is permitted including the use of mobile phones and other electronic devices

DANCER HANDBOOK 2020



CONTENTS

Key Points

Dress Code

Floor Fee's and Commission

Codes of Conduct/Covid Operating Regulations 18/19

Codes of Conduct cont.

Dancer Rights and Obligations

Club Rights and Obligations

Tax & Insurance

Public Liability Insurance



KEY POINTS TO REMEMBER

DO

- . Be punctual- Arriving late/leaving early is not allowed unless cleared with Dance Division or Managers BEFORE your shift starts. (Cancellations must be cleared by dance division by 5pm the latest on the day of work and must be for a valid reason. Dancers will be fined for not fulfilling their shifts).
- . Keep up to date- Check <u>www.pinkpapers.co.uk</u> for upcoming themed events/dress codes. Or to add us on facebook, search 'Pink papers'.
- . Bring the right clothing to work- You will be fined for inappropriate clothing (see dress code page of handbook)
- . Look after your appearance- touch up your hair/makeup regularly throughout the night and look after your personal hygiene
- . Be respectful- to all dancers, staff and customers and keep a positive attitude at all times

DO NOT

- . Touch other peoples belongings- unless asked by that person, otherwise this is theft and will result in immediate dismissal
- . Use your mobile on the floor
- . **Get intoxicated-** this is for your own safety! If a dancer is found under the influence to the extent that it is affected them from working safely they will be escorted off the premises.
- . Bring drugs into the club- any drugs found will result in immediate dismissal
- . Bring boyfriends/Spouses into the club- If your partner does come in you must notify the door staff/management immediately.

DRESS CODE

Monday: CLOSED

8pm-12.30am: 1 piece floor length gown

12.30am-6am: TBC

Tuesday: CLOSED

8pm-12.30am: 1 piece floor length gown

12.30am-6am: TBC

Wednesday: CLOSED

8pm-12.30am: 1 piece floor length gown

8pm-6am: TBC

Thursday: CLOSED

8pm-12.30am: 1 piece floor length gown

12.30am-6am: TBC

Friday:

5pm-10.00pm: 1 piece floor length gown

12.30am-6am: TBC

Saturday:

5pm-10.00pm:1 piece floor length gown

12.30am-6am: TBC

Sunday:

5pm-10.00pm:1 piece floor length gown

12.30am-6am: TBC

Clarifications-

1 piece floor length gown

- must be below the knee

-slits in the dress are fine

-a mini dress with a 'tail' is NOT a floor length gown

.No g-strings/thongs may be shown unless on stage

.genitals including buttocks/nipples must be covered unless on stage

FLOOR FEE'S *

Monday: No Floor Fee Tuesday: No Floor Fee Wednesday: No Floor Fee Thursday: No Floor Fee Friday: No Floor Fee Saturday: No Floor Fee Sunday: No Floor Fee

Arrival time each Afternoon is 4.30pm to be on the floor for 5.00pm. If you arrive after 4.30pm you will be fined. Please note that access to the club will be closed from 5pm.

* All floor fee's are subject to change.

COMMISION

Club Commission: 30% on all dances

CODES OF CONDUCT

Code of Conduct - Dancer

- THE CLUB will be open 30 minutes before the doors open. Dancers will be expected to be at the
 club at least 15 minutes prior to the start time. Dancers must be on the floor at the time agreed for
 the evening's performance. Dancers are requested that they sign-in on arrival and sign-out on
 leaving. To avoid a late cancellation fine please text Pink Papers 07925929239 or 07939076364
 no later than 3pm to tell them if you cannot attend your shift.
- ANY QUERIES as to appropriate clothing, hair, make-up and jewellery should be referred to the Club Manager. Or telephone 07925929239 or 07939076364
- 3. **DANCERS** are asked to arrive and leave the club quietly. These are terms and conditions of our licence. You need to have read and understood as part of your contract
- DANCERS MAY NOT give out their telephone number or any contact information to any
 customer, accept any telephone number or contact information from any customer or otherwise

make any arrangements whatsoever to meet a customer off premises. A dancer may provide a customer with the days and shifts they are working at the club. Any infringement of this may result in your contract being terminated.

- DANCERS SHALL NOT be intoxicated though drink or drugs on the premises at any time.
 Intoxicated dancers will have their contract for services terminated immediately and will be removed from the premises immediately.
- 6. **DANCERS ARE NOT ALLOWED** to chew gum and smoking is permitted only outside in a designated smoking area. Smoking is prohibited in all areas of the club.

7. DANCE:

- Stage Performances during any public stage performance dancers will be allowed to go naked.
- ii. Booth Performances nude booth performances are allowed. When a booth is chained off no dances may be undertaken in that booth.
- iii. Sit Downs these will also take place in booths or VIP and may involve more that one dancer.
- 8. IF A CUSTOMER ATTEMPTS to touch or speak to a dancer inappropriately during a booth performance, the dancer should cease the dance, and explain the club rules to the customer. If necessary the dancer should ask for assistance from security.
- 9. **SELLING OF ANY** form of sexual favours is prohibited and shall result in the immediate termination of the dancer's contract for services with the clubs.
- 10. ACCEPTING A CUSTOMER'S offer of payment in return for sexual favours, whether or not the dancer has any intention of carrying them out, will result in the immediate termination of the dancers contract for services with the clubs.
- 11. LEWD AND LASCIVIOUS BEHAVIOR is not permitted with in any of the clubs and such conduct will result in the immediate termination of the dancers' contract for services with the clubs.
- 12. **CLUBS** operated by Pink Papers Ltd have a zero tolerance policy regarding the illegal use and selling of drugs. Any dancer who is witnessed or is known to be under the influence of, or found to sell, or be in possession of an illegal drug will have their contract for services with Pink Papers Ltd terminated immediately. The dancer will also be escorted from the premises and/or reported to the appropriate authorities.
- 13. **DANCERS** are asked not to have spouses or boyfriends visit any of the clubs on the night that the dancer is performing. Refusal to do so will result in immediate termination of contract.
- 14. DANCERS are required to sign a disclaimer that they have no previous convictions for sex or drug offences.
- 15. ALL DANCERS will pay the appropriate floor fee. If the dancer arrives after 9pm, the floor fee is as negotiated by the dance division or manager.

- 16. ALL CLUBS employ extensive use of recorded CCTV, which is reviewed on a regular basis.
- 17. Pink Papers Ltd. Require proof that you have the intention of paying your own tax and national insurance. A letter from your accountants will meet this requirement and/or your agreement as specified in this contract.

18.Pink	Papers	Ltd	Have	Explained	to	me	the	new	Covid	Rules	&
Regu	lations o	f the	new O	perating sys	tem	s th	at ha	ve be	en put i	nto pla	ce.
19.Signe	d:			/Na	me						

Code of Conduct - Customers

- 1. GENTLEMEN MUST BE SEATED BEFORE A DANCER CAN COMMENCE A DANCE, AND MUST REMAIN SEATED DURING THE DANCE
- 2. THERE MUST BE NO TOUCHING OF THE DANCERS AT ANY TIME DURING THE DANCE.
- 3. NO PROPOSITIONING THE DANCERS
- 4. CUSTOMERS MUST NOT DANCE AT ANYTIME
- 5. THE CUSTOMER MUST REMAIN FULLY CLOTHED AT ALL TIMES IN THE CLUB AND DURING A DANCE
- 6. ANY BREACH OF THESE RULES WILL RESULT IN THE CUSTOMER BEING EXCLUDED FROM THE CLUB

DANCER RIGHTS AND OBLIGATIONS

You are obliged to:

- Act in a professional manner and in accordance with the club's code of conduct at all times (See previous agreement)
- Make all reasonable attempts to work to the Club's opening times.
- Observe Health and Safety regulations regarding working hours and site security.
- Be responsible for the cost of repairs for damage to property of the Club or any third party.
- Pay your own Tax and National Insurance.
- Pay a floor fee, as agreed with the club, for each session services are provided.

You have the right to:

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

You do not have the right to:

- · Holiday pay or sick pay.
- Take part in the Club's employee grievance procedure.
- Hold yourself out as being an employee of the Club.

CLUB RIGHTS AND OBLIGATIONS

The Club intends that in this working relationship you are an independent sub contractor.

The Club is obliged to:

 Provide all of the equipment used on their clubs either by employees or sub-contractors as the Club takes its Health and Safety responsibility seriously.

The Club is not obliged to:

- Offer you any work. They may offer you the opportunity to provide your services but they are not obliged to.
- · Pay any substitute or help hired by you to undertake the work.

The Club has the right to:

- End this contract without giving notice.
- Take legal advice before signing this contract.

The Club does not have the right to:

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

TAXATION & INSURANCE

Declaring your income.

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

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

- Insurance

As a self-employed dancer, your belongings and personal safety are your own concern. Pink Papers Ltd. will not be held liable for any injury or damage caused to you/ your personal belongings due to your own negligence whilst in the premises. You have a responsibility to be aware of your surrounding; to prevent unnecessary damage; and comply with any safety regulations and instructions given to you by your manager whilst on our premises. Such instructions include:

- **FIRE SAFTEY**: On your initial arrival to the building you will be shown all evacuation routes and meeting places. Please familiarise yourself with these procedures.
- **SIGNING IN**: You must sign in at the beginning of each shift as this is a legal document proving your existence in the building.
- ALCOHOL CONSUMPTION: This is at your managers' discretion and will not be prohibited if you are/ continue to be intoxicated or unable to perform your duty as a dancer in the club. You may be asked to leave.

Pink Papers Ltd. excludes liability if injury or grievance sustained during a stage performance; whilst in the bar/ open areas of the floor; changing rooms; on arriving and leaving the building. Negligence will be found contributory if you enter prohibited areas of the building, and do not notify your manager of your whereabouts during the course of your shift.

Failing to provide the required information and failure to agree with your self-employed status will prohibit you to occupy space with Pink Papers Ltd.

Dancers	Personal File
NO:	
51.	2020



Pink Papers Ltd

PINK PAPERS Lucy Road Southend on Sea Essex SS1 2AU

PRINT NAME:_		
STAGE NAME:_		
D Number:	Z	(2020) _
Start Date:		

DANCER CONTRACT

Form must be completely filled out please print

Any omission will result in any contract for services being made void.

Full Name:	
Address:	
City:	Postcode:
Telephone (Home):	Mobile:
Date of Birth:	National Insurance Number:
Nationality:	Passport Number:
Dress Size: Height:	Hair Colour:
Waist: Hips:	Bust:
Email Address:	
In Case of Emergency Notify:	
Name:	Relationship to you:
Full Address:	
Telephone number:	
Mobile number:	
Previous Dance Experience:	Dates From/To
Club Name:	City:
Club Name:	City:
How did you hear about Cherrywa	est Ltd?
Do you have a working visa	Yes / No / N/a
Do you have a working visa	res / No / N/a
Availability: (Please circle)	Mon Tue Wed Thur Fri Sat Sun
Have you ever been convicted of a	a criminal offence? Yes / No
If yes please give details:	
Dancers Signature:	Date:
Print Name:	

All Dancers must fill out their bank details in order to receive pay.

Name of Bank:			
Sort Code:			
Account Number:			
Name of Account Holder:			

Dancers Disclaimer

I hereby warrant, represent and certify the following:

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

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

I am eighteen years or older, I agree that giving false information on this application will be reason for me being unable to occupy space at the club. I understand that I will not be an agent or employee of the club and that PINK PAPERS LTD is not responsible for unlawful acts committed by me.

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

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

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

(PLEASE WRITE IN PRINT WHEN NEC	ESSARY)	
Dancers Name:	(PRINT)	
Dancers Stage Name:	(PRINT)	
Dancers Signature:		
Managers Signature:		
Date://		

Code of Conduct - Dancers Agreement

I certify that I have read and UNDERSTOOD the codes of conduct pertaining to dancing that are stated in the Dancer Handbook and I agree to comply with the attached code of conduct and realise that breach of the code will result in me not being able to occupy any club operated by PINK PAPERS LTD

Acknowledged and agree	eed to be abided by:
(PLEASE WRITE IN PRINT WHEN NEC	TESSARY)
Dancers Name:	(PRINT)
Dancers Stage Name:	(PRINT)
Dancers Signature:	
Managers Signature:	
Date://	

50

5

AGREEMENT AS TO IMAGES

General Dancers/Model Release

- this agreement pertains to use of your image in regards to promotions and legal evidence in the company. You will always be asked permission previous to any usage.

See Dancer handbook for specifications on the rights of yourself and the club.

(PLEASE WRITE IN PRINT WHEN NEC	ESSARY)
Dancers Name:	(PRINT)
Dancers Stage Name:	(PRINT)
Date://	
Dancers Signature:	

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES is made on the ___/___/

	BETWEEN: 1) ("The Club") of:	
	2) ("Dancer"):	
DANC		
	gning this contract you are confirming that whilst you services to the Club you are doing so as a self employed	
	specifications on your rights and obligations and thations see dancer handbook.	he clubs rights &
Gener	ral	
agreei	gning this contract you are agreeing to be bound by its ing that these terms will govern the working relationship club. You must read and understand the dancer has enced throughout this contract, failure to do so is at the ri	p between you and andbook which is
betwee	re also agreeing that the terms of this contract represent en you and the Club with the exception of any verbal	
price o	or location of the services.	
This C	Contract is governed by the laws of (England, Wales, Scotd) as appropriate and is subject to the non-exclusive ish, Welsh, Scottish, Northern Irish) Courts.	
This C Ireland (Englis	Contract is governed by the laws of (England, Wales, Scool) as appropriate and is subject to the non-exclusive	jurisdiction of the
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This Contraction of the Contract	Contract is governed by the laws of (England, Wales, Scotd) as appropriate and is subject to the non-exclusive ish, Welsh, Scottish, Northern Irish) Courts. the of any clause or clauses in this contract will not vact for Services as a whole in any circumstances. (PINK PAPERS LTD) Dated:	jurisdiction of the

TAXATION & INSURANCE

• See Dancer Handbook for specifications

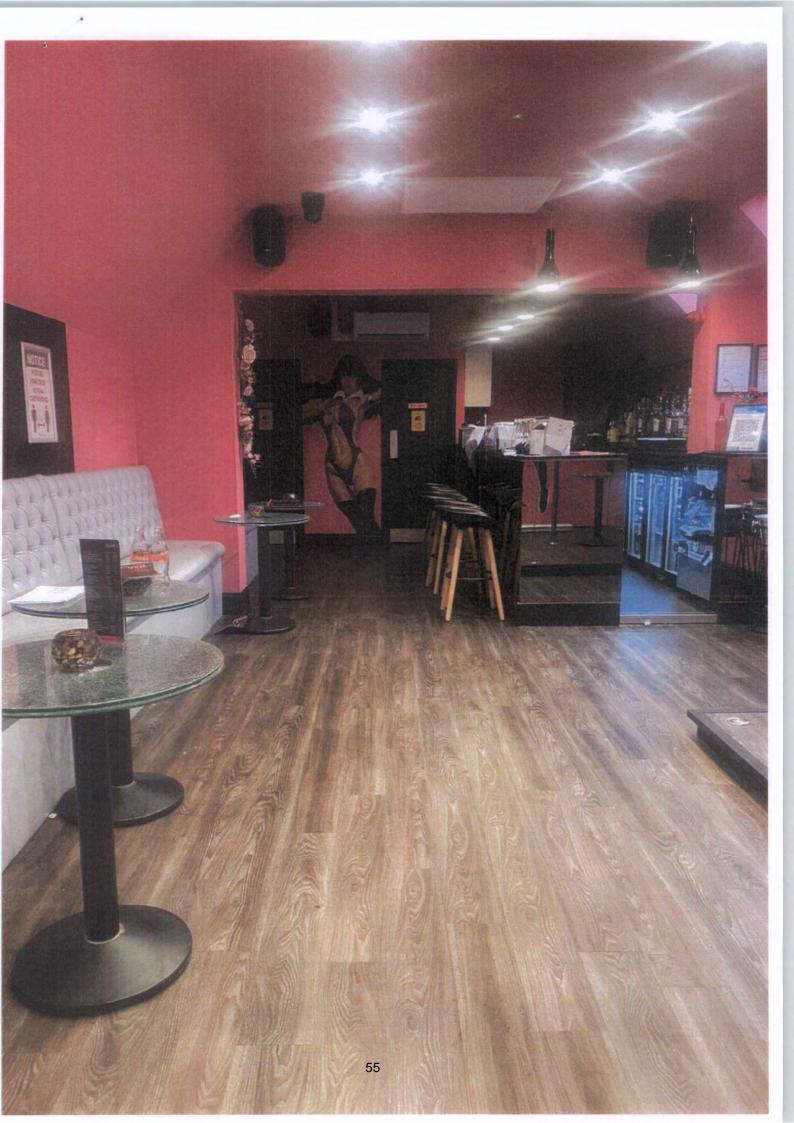
	Yes	No
1) DO YOU have an accountant?		
2) ARE YOU declaring your income?		
3) IF YES TO QUESTION 1) please give us deta	ils of your account	ant
Name:		
Address:		
Tel:		

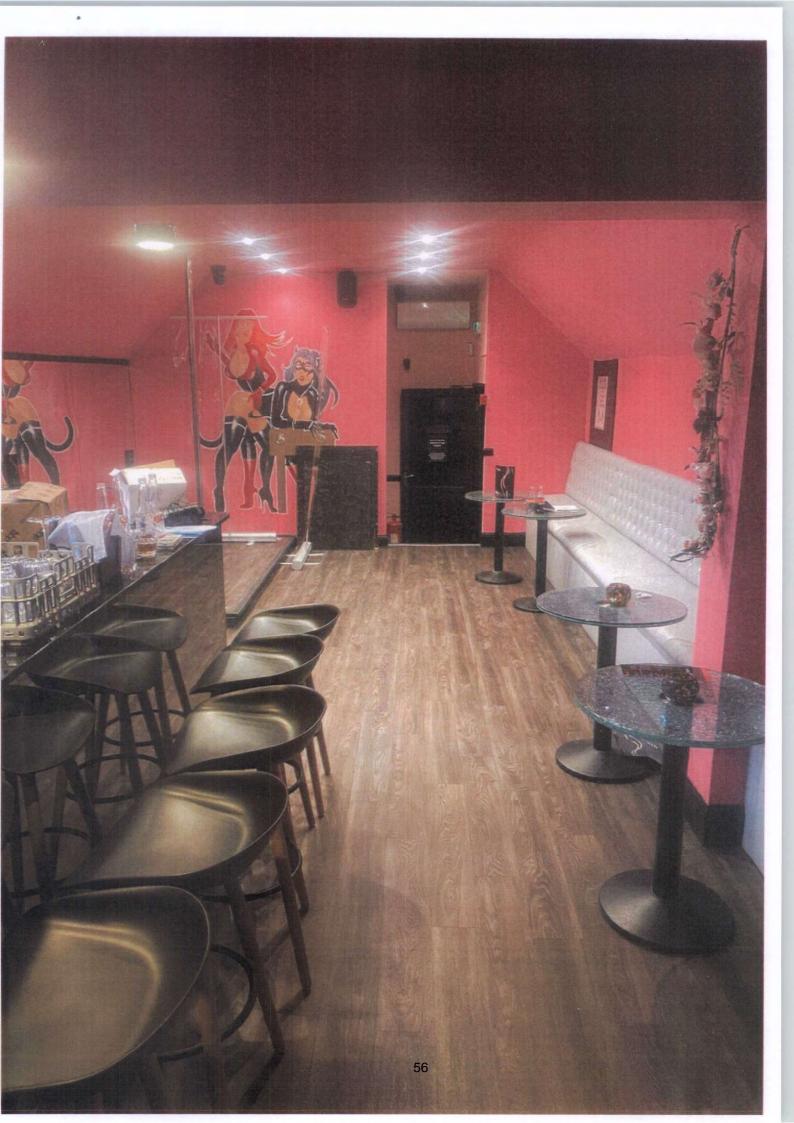
Dancer's Agreement Declaration

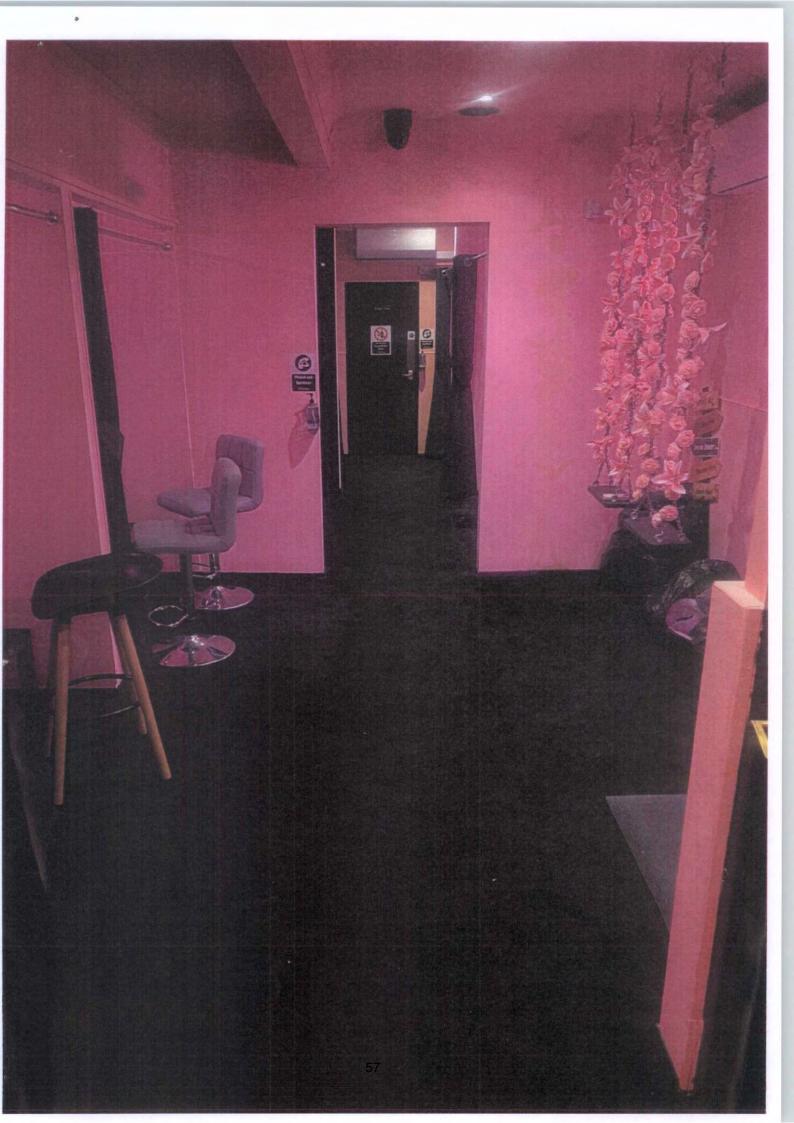
I hereby declare	
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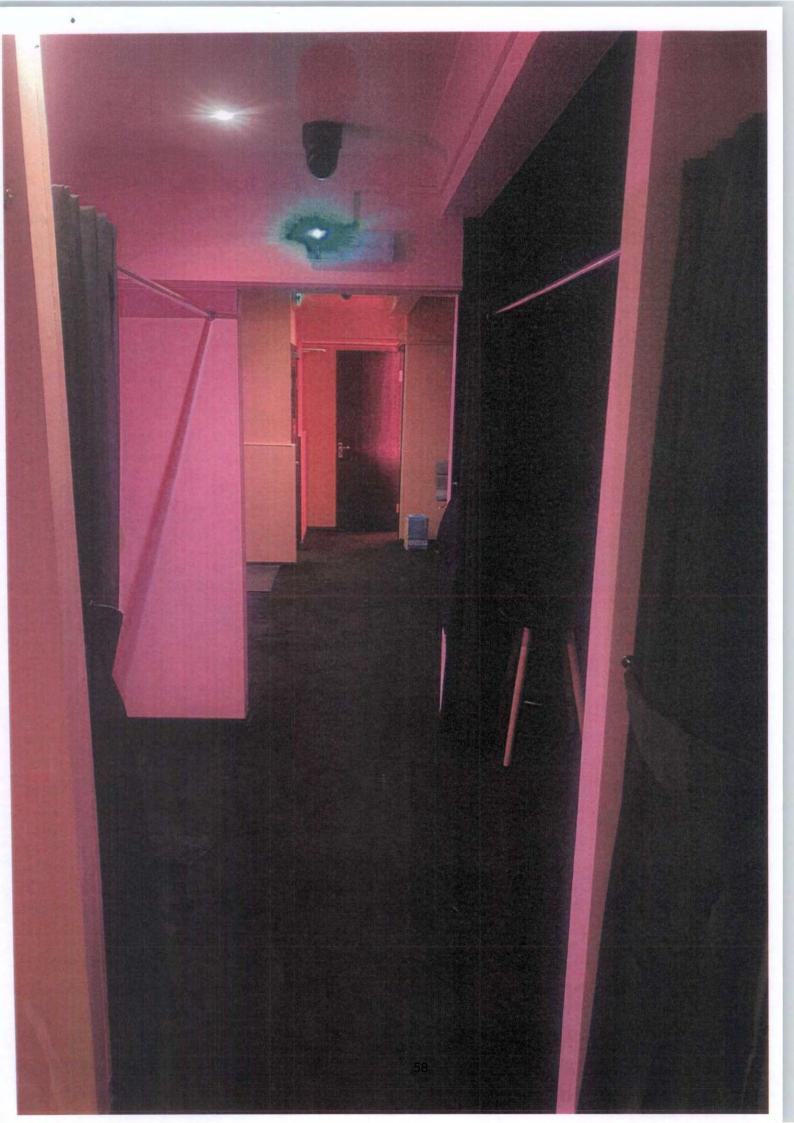
- > I am a self employed dancer.
- ➤ I am responsible for my own insurance in respect of any injuries sustained/incurred whilst performing.

Print Name:	
Stage Name:	
Dancer Signature:	
Witness	
Print Name:(manager)	
Witness Signature:	
Date: / /	



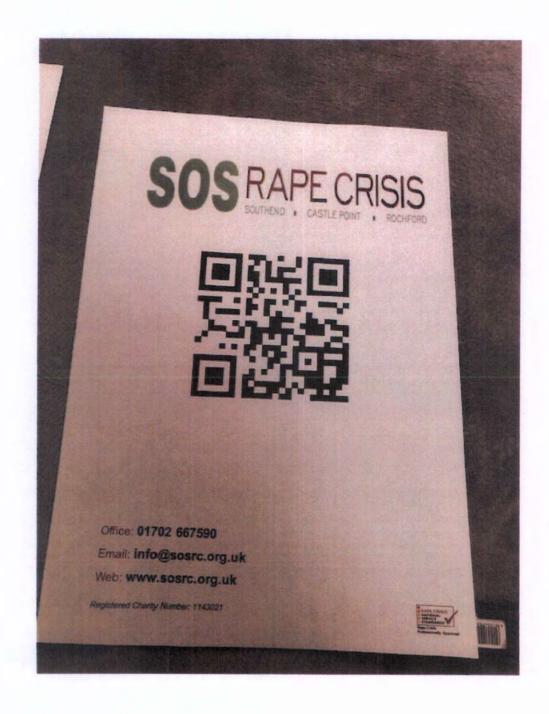


















Pink Papers, The Stables, Lucy Road Southend-on-Sea, Essex, SS1 2AU

Application for the renewal of an SEV Licence

Objection no.1

5th February 2021

Dear Southend Council

I am writing to object to the application made for a Sexual Entertainment Venue Licence by the company trading as 'Pink Papers' formerly known as 'Sunset' at The Stables, Lucy Road, SS1 2AU on grounds of location.

Although it is understood that the application is for a renewal of an existing license it is clear that this is an opportunity to properly revisit the grounds on which it is granted.

This application for a Sexual Entertainment Venue license is inappropriate because the characteristics of the relevant locality and the council policy indicate that it would be inappropriate for any sexual entertainment venue to be located near historic buildings or tourist attractions, nurseries or children's centres, shopping complexes, residential areas or places of worship. All of these are within close proximity to the premises.

In the Southend Council SEV policy section 10.6.1 clearly shows the council's ambition to limit the number of Sex Establishments in Pre-defined localities:

The Council does not consider any area within the Borough to be an appropriate location for any sex shops, sex entertainment venues, or sex cinemas and sets the following limits with the aim that it should drop downwards to zero in the event that a licence is surrendered, revoked or not renewed.'

It is important, therefore to consider carefully any application for renewal, taking into consideration location and any other relevant factors.

In addition, the location of this venue is part of the proposed Seaway Development site, a scheme which demonstrates the councils drive and ambition to raise the profile of this area and move away from the seedy image of the seafront perpetuated by this type of establishment. This is also a location notorious for crime and anti-social behavior, which can only be perpetuated by this type of venue and the late operating hours. The location is currently covered by the Southend Public Spaces Protection Order and this should be taken into consideration when considering this renewal.

Objection no.2

Hello,

I am emailing regarding 'Pink Papers' at The Stables, Lucy Road, SS1 2AU Sexual Entertainment Venue License. I am a resident of Road and believe the application should not be renewed due to:

- The establishment is at the end of Lucy Road and is in the vicinity of residential properties (Lucy Road and Hartington Road).
- The area has had a high level of reported crimes, and has had high profile stabbings and a rape opposite in the Lucy Road toilets. Although these crimes may be unconnected, the area needs improving and the continuing use of the Sex Establishment does not dissuade anti-social behaviour and crime. The particular area is a high footfall location and Southend Council must do more to make residents and visitors feel safe.
- The Establishment will be opposite the Seaway development scheme, designed to attract tourists and with appeal to a family audience (cinemas, restaurants, bowling) and shops along the front which attract families. The property is at the entrance and a key location of Seaway.
- Another Sex Establishment (The Cornucopia) is within 300ft of this one, which you
 can hear the music and antisocial behaviour from due to its single glazed windows
 (listed property).
- It is within an area designated as a Public Spaces Protection Order due to the antisocial behaviour.
- It is 0.2miles from St John's Baptist Church.

Kind Regards,

Southend owner's fury after £80,000 revamp ruined by arsonists the day before opening



Fire - the arsonist narrowly avoided the blaze as it took hold

Arson pair target strip club days before launc

By ELLIS WHITEHOUSE

By ELLIS WHITEHOUSE
etas-minetocorporrequestion.
ARSONISTS set fire to a strip club the night before its planned grand opening.

Pink Papers was all set to open to the public but has since had to delay the launch due to the attack.

The owner, Andros Stavrou, had completed about £80,000 worth of work on the venue, formerly known as Sunset Bar and Lapdancing Club.

In shocking CCTV footage, the masked men can be seen smashing a front window, before pouring a jerry can full of petrol into the premises.

One of the yobs then lights rolls of totlet paper on fire and throws them into the building.

The other man appears to have filmed the entire event on a phone.

When the fuel inside catches fire, the pair narrowly escaped getting caught in the

es fire, the pair narrowly escaped getting caught in the blast.

blast.
Owner Mr Stavrou, 53, said:
"Thankfully the fire didn't
manage to spread too far, it's
mainly the smoke damage
that has caused so much prob-



Wrecked - the police cordon outside the following day

lems.
"It makes me really, really angry. We were set to open the next night.
"We're not allowed to start repairing anything until the insurance company gives us the all clear.

insurance company gives us the all clear. "When we get that, it should hopefully take about a month to get fixed." Mr Stavrou said many of

the construction workers who helped renovate the club will be in quickly to try and repair

be in quickly to try and repair the damage.

Sadly, all who were due to start work at the club have been told they will have to wait.

Mr Stavrou added: "I feel more sad for them then any-

thing else.

"A lot of them left their other jobs to start here."

An Essex Police spokesman said: "We are investigating a

said: "We are investigating a fire at an address in Southend.
"We received a call shortly before 1.50am on February 26 with reports of a fire at Pink Papers bar in Lucy Road.
"It was reported two men were seen throwing an item at a window of the building and we are treating the fire as arson."

A fire service spokesman confirmed the fire was extinguished by 2.34am.



Callous - another man films the events



Lighting - the yob lights a roll of tollet paper on fire

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Southend-On-Sea Borough Council

Application for renewal of an SEV licence Pink Papers, The Stables, Lucy Road, Southend-On-Sea

Local Government (Miscellaneous Provisions) Act 1982 Policing and Crime Act 2009

<u>Introduction</u>

In order to meet difficulties sometimes experienced in remote hearings, it may assist the Committee to have written summary of how Mr. Stavrou puts his application, together with some background material, in advance of the hearing on 25th March.

Summary

Mr. Stavrou understands and accepts that there is no automatic right to the renewal of an SEV licence, and that a decision as to its continuance is taken annually.

He also understands that, as and when the Seaway car park development is complete, any decision on the renewal of his licence (should this application be granted) would be made having regard to the changed character of the locality.

The Council has a discretion whether to grant or refuse renewal. Mr. Stavrou will be asking the Committee to assess his application in the broad context of what, on any view, are highly unusual circumstances (they are detailed below). He will respectfully suggest that there is no immediate need to refuse the renewal of his licence, and that in all the circumstances it would be particularly hard on him to do so.

History

The premises have been licensed as a lap-dancing venue since 1999, trading successfully as "Sunset" with no expressed concerns from the Council's Enforcement Officers or Southend Police Licensing Unit.

On 29 November 2019, the licence was transferred to Mr. Stavrou.

On 10 January 2020, Mr. Stavrou purchased a 10-year lease of the premises for £140,000, at a yearly rent of £24,167 + VAT. He did not trade from the premises, however, but immediately set about refurbishing and rebranding them as "Pink Papers". Refurbishment was completed by 23 February 2020, at a cost of some £70,000.

On the night of 25 February 2020, the day before Pink Papers was due to open, the premises were the target of an arson attack by two masked men which essentially gutted the interior. The restoration cost was in excess of £75,000, of which only £60,000 was met by insurance.

Restoration was not completed until June 2020, at which time the premises could not open for trading because of the Covid-19 restrictions then in place. During the period when those restrictions were partially lifted, Mr Stavrou opened briefly but had to close again after 4 days because the 10 pm curfew meant that the business was running at a loss.

Mr. Stavrou estimates that the combined rental and running costs during the extended period of closure have amounted to approximately £5,000 a month.

Applicant's background

Mr. Stavrou was born in Bethnal Green Hospital on 26 October 1966. He left school at 16 and worked for his parents' bed and breakfast business. That business expanded over the years and by the time Mr. Stavrou's father died in 2000 it comprised 3 hotels and some shops and flats.

Mr. Stavrou sold his share of the inherited family business in 2001 and invested in some commercial and residential properties in Epping. In 2018, having sold his investments, he moved to Southend, where he was offered the purchase of the "Sunset" business. It was his intention that it would be his last business venture before he retires. He has no other business interests or source of income.

Conclusion

Since the Council's Sex Establishments Licensing Policy came into force in December 2018, this licence has been renewed twice (March 2019, March 2020). The locality of the premises has not materially changed over that period.

An SEV licence lasts for one year only. The Seaway development has not yet begun: newspaper reports indicate an aspirational date for commencing works some time in the autumn. The development is highly unlikely to be completed within the term of an annual licence granted in March 2021.

The Committee will be invited to consider whether it would be unnecessarily hard on Mr. Stavrou, he having spent a substantial sum refurbishing the premises but being unable to open them because of the double-misfortune of an arson attack followed by the Covid-19 restrictions, to deny him the opportunity to operate his business (when the Covid-19 restrictions are lifted) at least until March 2022.

Gerald Gouriet QC.

Inner Temple 11 March 2021

THE LICENSING AUTHORITY

CIVIC CENTRE, VICTORIA AVENUE, SOUTHEND-ON-SEA, ESSEX, SS2 6ER Telephone Number 01702 215005



Local Government (Miscellaneous Provisions) Act 1982 as amended by the Policing and Crime Act 2009

SEXUAL ENTERTAINMENT VENUE LICENCE

cen	00	 11100	OH

20/00164/SEVCLB

Southend on Sea Borough Council hereby licences

Andros Steven Stavrou

To use the premises below as a Sexual Entertainment Venue

Pink Papers
The Stables
Lucy Road
Southend-On-Sea
Essex
SS1 2AU

Licensable activities authorised by the licence

Relevant entertainment (namely full or partial nudity, striptease, pole dancing and table dancing)

The times the licence authorises the carrying out of licensable activities

Fridays and Saturdays 12:00 - 03:30 Sundays to Thursdays 12:00 - 02:30

Licence effective from:	Licence expiry date:
16 th March 2020	17 th March 2021

Signed on behalf of The Licensing Authority



Team Leader – Regulatory Services

Appendix 1 - Conditions attached to licence 19/02098/SEVCLB

- 1) The Licensee or a responsible person nominated by them in writing, not being under a person under 21 years of age, and whose nomination has been approved in writing by the Licensing Authority, shall be in charge of and present in the premises at all times when the public are on the premises.
- 2) The person in charge shall not be engaged in any duties which will prevent them from exercising general supervision.
- 3) The licence (including a copy of the conditions attached to it) shall be exhibited at the premises in a place where it can be easily seen and each page can be read by people visiting the premises.
- 4) There shall be no noise coming from the premises which would cause people in the neighbourhood to be unreasonably disturbed.
- 5) The Licensee shall take all reasonable steps to ensure that people entering or leaving the premises do not conduct themselves in such a manner so as to cause disturbance or nuisance to residents or passers-by.
- 6) The business shall be carried on only in the trade name or title, and at the address, specified in the licence.
- 7) The business shall be carried on only as the type of sex entertainment venue described in the application.
- 8) Where the licensee is a corporate or unincorporated body, any change of director/partner or other persons to be responsible for the management of the premises shall be notified in writing to the Licensing Authority within 14 days of such change and further information as required by the Licensing Authority shall be given in writing within 14 days of such a request being made.
- 9) The Licensee shall retain control over all parts of the premises and shall not let, share, or part with possession of any part of the premises. No change of use of any part of the premises shall be made without prior approval of the Licensing Authority.
- 10) In the conduct of the business the licensee shall not employ any person:-
 - (a) who has been disqualified from holding a licence for a sex establishment
 - (b) who has been refused the grant or renewal of a licence for a sex establishment
 - (c) who has been the holder of a licence for a sex establishment when that licence has been revoked.
- 11) The Licensee shall ensure that no employee or other person seeks to obtain custom for the premises by means of personal solicitation within the Borough.
- 12) Sex articles as defined by the Local Government (Miscellaneous Provisions) Act 1982

- shall not be displayed, sold, exchanged, loaned or demonstrated other than within a sex shop.
- 13) The interior of the premises shall not at any time be visible from the outside.
- 14) The number, size and position of the doors or openings provided for the use of the public shall be approved by the Licensing Authority and those leading to parts of the premises to which the public does not have access shall be marked 'private'.
- 15) No access shall be permitted through the premises to any unlicensed premises adjoining or adjacent save in an emergency.
- 16) Lighting in all parts of the premises both internal and external shall be as approved by the Licensing Authority and be in operation continuously during the whole of the time the premises are open to the public.
- 17) There shall be no distribution of leaflets or other advertising material relating to the premises. (this provision includes on-vehicle advertising and static adverts such as Aboards, posters and bill boards).
- 18) No advertisement, display, sign, imagery, model or other such things shall be exhibited either at the premises or any other premises giving access to the premises so as to be visible from outside the premises except for the following:
 - (a) any notice of a size and in a form approved in writing by the Licensing Authority
 - (b) a compulsory warning notice, of a minimum size A4, shall be displayed at the each entrance to the premises.
 - i. The warning notice for sex shops and sex cinemas shall state: "WARNING Persons passing beyond this notice will find material on display which they may consider indecent. No admittance to persons under 18 years of age."
 - ii. The notice for sex entertainment venues shall state: "WARNING Persons passing beyond this notice will find nudity shows which they may consider indecent. No admittance to persons under 18 years of age."
 - iii. The word "WARNING" must appear as a heading.
 - iv. The warning notice shall contain only the prescribed words, and no others.
 - v. No pictures or other matter shall appear on the notice.
 - vi. The notice must be placed so it is easy to read and no-one could reasonably gain access to the premises without being aware of it.
- 19) No external loudspeakers may be installed or used.
- 20) No person who is apparently under the age of 18 years, or who is known to any person connected with the licensee's business and present at the premises to be under that age, shall be admitted to or allowed to remain at the premises.
- 21) The Licensee shall operate a challenge 25 policy where by any person who appears

to be under the age 25 years shall be required to provide ID showing that they are at least 18 years of age. The only acceptable forms of ID shall be a UK photographic drivers licence, a passport or a 'PASS' approved ID card. A refusals log shall be maintained whereby any occasion a person is refused entry shall be recorded and available upon request by the Police or an authorised officer of the Licensing Authority.

- 22) The Licensee shall ensure that all persons employed on the premises are aware of the age restriction on clients and that they exclude or remove from the premises any person attempting to evade the restriction. Written training records shall be maintained at the premises and be available for inspection upon request by the Police or an authorised officer of the Licensing Authority.
- 23) The Licensee shall ensure that they submit a variation application before carrying out any change to the structure or management of the premises.
- 24) Performers may not stand in any lobby, reception or foyer areas or outside area of the premises for the purposes of greeting customers or encouraging customers to enter the venue.
- 25) The Licensee shall nominate a Duty Manager for the premises on each occasion they are open to the public and being used for the purposes of providing relevant entertainment.
- 26) The Licensee shall ensure the rota of the Duty Manager is displayed in the foyer or reception of the premises so the name can easily be viewed by Police or authorised Licensing Authority officers carrying out an inspection of the premises, or otherwise by persons using the venue. The full name of the appropriate duty manager shall be included on the rota.
- 27) The Duty Manager shall be responsible for ensuring the premises operate in accordance with the conditions applicable to the sex establishment licence.
- 28) The Duty Manager shall remain on the premises while they are on duty save in the event of an emergency situation.
- 29) The prices for entrance and any compulsory purchases within the venue, shall be clearly displayed at the entry point of the premises.
- 30) No charge shall be applied unless the customer has been made aware of the tariff of charge by the performer in advance of the performance.
- 31) The use of any cruising cars or any other wheeled carriage [whether for the purposes of hire or reward or not] by the premises to solicit customers and/or transport to or from the premises is prohibited.
- 32) An appropriate number of door supervisors registered with the Security Industry

Authority shall be on duty to ensure that:

- All public areas of the premises are continually monitored to ensure the Dancers and Customers Codes of Conduct and any licence conditions are being complied with.
- Persons breaching the Customers Code of Conduct or otherwise behaving in a disorderly manner can be safely ejected from the premises.
- Customer numbers are monitored to ensure additional door supervisors will be available on a risk assessed basis.
- At all times the premises is open to the public there is a minimum of one member of security staff present on any floor where a performance of sexual entertainment is taking place and one member of security staff at the public entrance/exit to the premises.
- 33) Private booths shall not be fully enclosed. There must be a clear sight-line from outside the booth so that any performance of sexual entertainment can be directly monitored.
- 34) All private booths shall be fitted with a panic button or security alarm tested regularly with test results recorded in writing.
- 35) The Licensee shall undertake appropriate checks to ensure each dancer is eligible to work in the United Kingdom and shall not allow dancers ineligible to work in the UK to work at the premises. Appropriate records of the checks shall be kept at the premises and made available to Police and/or immigration officers upon request.
- 36) The Licensee shall maintain written records of all dancers working at the premises. The records shall show the dancer's full name, home address, date of birth and a certified photocopy of their passport (or a UK driving Licence) and the date the dancer was provided with the Dancers Code of Conduct and Disciplinary Procedure. Such records shall be produced for inspection by Police and authorised Licensing Authority Officers on request. Any instances of the dancer breaching the Dancers Code of Conduct shall be recorded on the dancer's record, showing the date and time of the incident and details of the breach that occurred. Such records shall be kept for a minimum of 6 months following cessation of their employment or work at the premises.
- 37) Dancers under the age of eighteen shall not be permitted to work at the premises.
- 38) Dancers shall not be permitted to perform if they are clearly under the influence of alcohol or drugs.

- 39) The Licensee shall ensure that an incident log is maintained at the premises. The incident log shall, as a minimum, give details of:
 - Any ejections from the premises
 - Any refused admissions
 - Any refused sales
 - Any inappropriate behaviour by guests
 - Any failure in the CCTV system
 - Any incidents of crime or disorder
 - Any complaints made by the public, guests dancers or other staff
- 40) The incident log shall be completed as soon as reasonably practicable after any incident has occurred and in any case prior to the end of business on the day of the incident. The Licensee shall ensure the incident log is checked periodically and at least at monthly intervals to ensure that staff are completing the incident log.
- 41) The incident log shall be kept in a place where it can easily be accessed by staff working at the premises and all staff shall be aware of its location and the need to complete it in the case of any of the circumstances described above. The incident log shall be made available for inspection to Police or authorised Licensing Authority Officers on request.
- 42) A 'Customers Code of Conduct' shall be on displayed at the entrance to the premises and within the performance areas, and at each customer table. The customer code of conduct shall include the following:-
 - I. Customers shall be seated during a performance.
 - II. There shall be no physical contact with the performers at any time during the performance.
 - III. Unacceptable and inappropriate behaviour will result in a customer being removed the premises.
 - IV. Customers may only proposition the performers for a dance and not for any other sexual activity.
 - V. No non-prescription drugs or nitrous oxide may be brought into, or consumed on the premises.
 - VI. No weapons or items which may be used as weapons may be brought into the premises.
 - VII. It is a condition of entry that customers may be searched before being permitted to enter the premises.
 - VIII. No photography, either or still of moving imagery, is permitted by the use of the camera, mobile phone or other electronic device.
- 43) The following policies shall be drawn up and agreed with the Police in writing prior to the licence being deemed as 'in force':
 - Misuse of Drugs
 - Searching
 - Smoking
 - The safety of dancers when leaving the premises following any period of work
- 44) The smoking policy shall include a provision that the smoking area for use by staff

- shall be kept secure and separate to any public smoking area and that no more than two staff shall be permitted to smoke outside the premises at any one time.
- 45) A female security officer shall be on duty at all times when body searches are carried out on female customers.
- 46) The Licensee shall sign-up to and participate in any town link radio system operated for the purposes of dealing with crime, disorder and nuisance in the night time economy within the vicinity of the premises.
- 47) The Licensee shall ensure there is a 'Dancers Code of Conduct' in force at the premises which shall be displayed at the premises. A copy of the 'Dancers Code of Conduct' and the conditions of the licence shall made available to the dancers in their own language on request.
- 48) Dancers may not intentionally touch a customer during a performance.
- 49) Dancers may not permit a customer to touch them during a performance.
- 50) Dancers may not straddle the customer.
- 51) If a customer attempts to touch or speak to a dancer inappropriately, the dancer shall stop the performance and advise the customer of the rules of the Code of Conduct. If the customer persists in an inappropriate behaviour, the dancer shall stop the performance and inform premises management immediately.
- 52) There shall be no physical contact between dancers while they are performing.
- 53) Dancers shall not solicit for gratuities or payment for sexual favours.
- 54) Dancers shall not engage in any act of prostitution, i.e. the receiving of gratuities or payment for sexual favours.
- 55) Dancers may never give out personal information, including telephone numbers, email addresses or other contact details to audience members.
- 56) Dancers may not perform any act which simulates masturbations, oral sex or sexual intercourse, including the insertion of any object, including their own finger, into the mouth, anus or vagina.
- 57) Dancers may not touch their own breasts, anus or genitals with their fingers, lips or tongue.
- 58) Dancers may not be in the company of a customer unless it is in an area of the premises that is open to the public.
- 59) Dancers shall not perform if they are, or appear to be, under the influence of alcohol or drugs.

- 60) If a customer engages in acts of masturbation or other sexual behaviour, the dancer shall cease the performance immediately and inform the premises management.
- 61) Dancers shall be provided with secure and private changing facilities. This shall include the provision of a toilet and a shower, which are for the sole use of the dancers. They shall use the dressing room facilities provided to change for their performance.
- 62) Dancers shall only use the smoking area provided specifically for their use.
- 63) Dancers shall only use the sanitary facilities specifically provided for their use.
- 64) Dancers shall be fully clothed (i.e. no nudity) when not performing.
- 65) Dancers shall not leave the premises or otherwise be visible outside the premises, including for smoking breaks, unless dressed in suitable attire, e.g. outer-wear consisting of coat or top and skirt or trousers so lingerie or other performance costume is not visible. No advertising shall be displayed on dancers clothing when worn outside the premises during breaks.
- 66) Dancers shall notify management in the event of his or her spouse, civil partner, boyfriend or girlfriend being on the premises.
- 67) The Licensee shall ensure that a zero tolerance policy in respect of illegal drugs is in place. In pursuance of that policy dancers shall be subject to search and a procedure within the policy shall whereby dancers sign to confirm consent to appropriate searches being carried out.
- 68) The Licensee shall signpost performers and staff to suitable support services. This shall include, but not be limited to, details of support services for victims of sexual harassment and/or sexual violence. This shall include the provision of leaflets sited within the changing area and handed to each performer prior to commencement of their contract/employment.
- 69) All dancers shall comply with the dancers Code of Conduct. Any failure to adhere to the Code of Conduct shall render the dancer subject to the house Disciplinary Rules, a copy of which shall be provided to each dancer.
- 70) No films may be shown at the premises unless they have been passed by the British Board of Film Classification. No films classified as R18 shall be shown on the premises.

71) The Closed Circuit Television (CCTV) system shall cover all public areas of the

premises including all areas where performances of sexual entertainment are conducted, and be maintained in good working order to:

- a) Operate on 'real-time' at a minimum rate of 20 frames-per-second, with constant, correct time/date generation.
- b) Have a recording capability capable of providing individual pictures.
- c) Provide clean, clear and unobstructed camera views of evidential quality in all lighting conditions.
- d) Provide correctly timed and date stamped recordings which must be stored in date order, numbered sequentially, kept for a period of at least 31 days and handed to the Police on request.
- e) Export footage to a removable storage medium with a time and date integral to the image where possible, to also include any software needed to replay the footage.
- f) Ensure exported footage at the same, or similar quality to that recorded on the system recording.
- g) Incorporate at least one camera on every entrance and exit to the premises which gives images clearly showing full height and facial recognition.
- h) Incorporate at least one camera on all areas where the sale/supply of alcohol occurs- individuals must be recognisable.
- i) Incorporate at least one camera on any potential queue area external to the premises, and car parking area within the boundary of the premises - individuals must be detectable.
- j) Incorporate a dedicated CCTV camera for each private booth individuals must be clearly identifiable.
- k) Ensure that all other cameras at the premises allow for individuals to be recognisable.
- 72) During all periods of licensable activity authorised by this licence, a nominated and trained 'CCTV Operator' shall be on duty, who is competent in the operation of the CCTV equipment in order to:
 - a) Inspect the CCTV system on a daily basis, and ensure that all cameras are in full working order.
 - b) Record each inspection on a 'CCTV maintenance' log sheet, and endorse with their signature.
 - c) Facilitate the downloading CCTV footage. Images shall be provided to the police upon request.
- 73) During all periods of non-licensable activity, a 'CCTV Operator' must be contactable by the police on a designated emergency-only telephone number. This number must be registered with the local police licensing office.
- 74) A suitable drugs safe/cabinet shall be fitted and any seized items shall be deposited in it. The safe shall be installed at the main entrance and only the Police shall have the access keys. Any seized items shall be placed in a clear bag with a label stating the circumstances of why it is in the safe. A corresponding book to record details of such seizes or found drugs/weapons shall be maintained. The whole of this procedure shall be covered by CCTV from seizure to deposit in safe. (With the exception of the toilets).
- 75) The Licensee shall ensure that a 'grab bag' containing suitable clothing for the use of

dancers in the event of an emergency evacuation, is located at the exit to the premises. (Such clothing is defined in condition 65 above).

Appendix 2 - Plans

Relevant Entertainment may only be provided in the areas marked "Open Booth" and "Stage" set out in the attached plans marked Ground Floor, Rev 1, dated 29/11/2019 and First Floor, Rev 1 and dated 29/11/2019.

THE LICENSING AUTHORITY

CIVIC CENTRE, VICTORIA AVENUE, SOUTHEND-ON-SEA, ESSEX, SS2 6ER Telephone Number 01702 215005



LICENSING ACT 2003 PREMISES LICENCE

Premises Licence Number

19/02381/LAVDPS

Postal address of premises, or if none, ordnance survey map reference or description

Sunset The Stables Lucy Road

Postal Town:	Southend-on-Sea			
Postcode:	SS1 2AU	Telephone No:		

Where the licence is time limited the dates

Not applicable

Licensable activities authorised by the licence

- 1. The sale by retail of alcohol for consumption on and off the premises.
- 2. The provision of late night refreshment.
- 3. The provision of regulated entertainment comprising live music, recorded music and performance of dance.

The times the licence authorises the carrying out of licensable activities

1. **Alcohol** shall not be sold or supplied except during permitted hours. In this condition, permitted hours means:

On Mondays to Thursdays and Sundays from 12:00 hours until 02:30 hours. On Fridays and Saturdays from 12:00 hours until 03:30 hours the following day. On New Years Eve from 12:00 hours until start of permitted hours the following day. On Maundy Thursday from 12:00 hours until 03:30 hours.

Late night refreshment may be provided:

On Mondays to Thursdays and Sundays from 12:00 hours until 02:30 hours. On Fridays and Saturdays from 12:00 hours until 03:30 hours the following day. On New Years Eve from 12:00 hours until start of permitted hours the following day. On Maundy Thursday from 12:00 hours until 03:30 hours.

3. **Regulated entertainment** may be provided during the permitted hours specified below:

Recorded Music:

On Mondays to Thursdays and Sundays from 12:00 hours until 02:30 hours. On Fridays and Saturdays from 12:00 hours until 03:30 hours the following day. On New Years Eve from 12:00 hours until start of permitted hours the following day. On Maundy Thursday from 12:00 hours until 03:30 hours.

Performance of dance:

On Mondays to Thursdays and Sundays from 12:00 hours until 02.00 hours. On Fridays and Saturdays from 12:00 hours until 03:00 hours the following day. On New Years Eve from 12:00 hours until start of permitted hours the following day. On Maundy Thursday from 12:00 hours until 03:00 hours.

Note: Exemptions for regulated entertainment may apply under The Live Music Act 2012 and the Deregulation Act 2015.

The opening hours of the premises

On Mondays to Thursdays and Sundays from 12:00 hours until 02:30 hours.

On Fridays and Saturdays from 12:00 hours until 03:30 hours.

On New Years Eve from 12:00 hours until start of permitted hours the following day.

On Maundy Thursday from 12:00 hours until 03:30 hours.

Where the licence authorises supplies of alcohol whether these are on and/or off supplies

The licence authorises supplies on and off the premises.

PART 2

Name, (registered) address, telephone number and email (where relevant) of holder of premises licence

Mr Andros Steven Stavrou 6 Clifton Terrace Southend-On-Sea Essex SS1 1DT

Registered number of holder, for example company number, charity number (where applicable)

Not specified

Name, address and telephone number of designated premises supervisor where the premises licence authorises for the supply of alcohol

Mr Andros Steven Stavrou 6 Clifton Terrace Southend-On-Sea Essex SS1 1DT

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol

Personal licence No: 19/02264/LAPERS

Licensing Authority: Southend Borough Council

Annex 1 – Mandatory Conditions

- 1) No supply of alcohol may be made under the premises licence
 - a) at a time when there is no designated premises supervisor in respect of the premises licence or
 - b) at a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.
- 2) Every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.
- 3) Any individual who carries out security activities at the premises must be licensed by the Security Industry Authority.
- 4) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.
 - In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises—
 - (a) games or other activities which require or encourage, or are designed to require or encourage, individuals to— .
 - (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or .
 - (ii) drink as much alcohol as possible (whether within a time limit or otherwise);
 - (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective; .
 - (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective:
 - (d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;
 - (e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

Annex 1 – Mandatory Conditions Continued

- 5) The responsible person shall ensure that free potable water is provided on request to customers where it is reasonably available.
- a) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.
 - b) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.
 - c) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either—
 - (i) a holographic mark, or
 - (ii) an ultraviolet feature.
- 7) The responsible person shall ensure that:-
 - (a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures—
 - (i) beer or cider: ½ pint;
 - (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and
 - (iii) still wine in a glass: 125 ml;
 - (b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and
 - (c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available.
- 8) A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

Annex 1 – Mandatory Conditions Continued

- 9) For the purposes of the condition 8
 - a. "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;
 - b. "permitted price" is the price found by applying the formula— P = D + (D x V), where— (i)P is the permitted price, (ii)D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and (iii)V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;
 - c. "relevant person" means, in relation to premises in respect of which there is in force a premises licence
 - i. the holder of the premises licence,
 - ii. the designated premises supervisor (if any) in respect of such a licence, or
 - iii. the personal licence holder who makes or authorises a supply of alcohol under such a licence;
 - d. "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and
 - e. "valued added tax" means value added tax charged in accordance with the Value Added Tax Act 1994
- 10) Where the permitted price given by sub-section (b) of Condition 9 would (apart from this condition) not be a whole number of pennies, the price given by that sub-section shall be taken to be the price actually given by that sub-section rounded up to the nearest penny.
 - (i) Sub-section (ii) applies where the permitted price given by sub-section (b) of sub-section (ii) on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax.
 - (ii) The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

Annex 2 - Conditions consistent with the operating Schedule

- 1) The approved striptease entertainment shall be given only by the performers/entertainer and no active audience participation shall be permitted.
- 2) Any participation by member so the audience shall be of a passive nature and exclude the placing of hands or any other parts of the body on the performer other than the placing of notes by the customer in the hands of the dancer.
- 3) Notices outlining Condition 2 will be clearly displayed at every table and be on display at the entrance of the premises and in each bar area.
- 4) No photographs or other images that indicate or suggest that striptease or similar entertainment take place on the premises and which may be offensive, shall be displayed outside the premises.
- No person under the age of 18 years of age will be admitted to any part of the premises when performances are taking place and a notice shall be placed at the entrance which states "NO PERSON UNDER 18 TO BE ADMITTED, ENTERTAINMENT WITHIN THESE PREMISES INVOLVES A FORM OF NUDITY, IF YOU ARE LIKELY TO OFFENDED, PLEASE DO NOT ENTER".
- All staff shall receive full training in the misuse of drinks and drugs. The training shall also fully cover under age identification and the requirement not to permit drunkenness. This training shall be fully recorded and made available upon the reasonable request of the Police or local authority.
- 7) Violent, quarrelsome or anti-social behaviour shall not be tolerated on the premises.
- 8) The toilets shall be checked every 30 minutes to prevent unlawful use. These inspections shall be recorded and records made available to the Police and local authority upon reasonable request. Signage will also be placed within the toilets stating drugs use will not be tolerated and may be reported to the Police.
- 9) Close Circuit Television (CCTV) equipment shall be installed to the reasonable satisfaction of the Police and The Licensing Authority. All equipment shall record clear real time images which shall be retained for 30 days. All that areas the customers have access to shall be covered with extra care given to the main entrance to the premises.
- 10) A member of staff who is able to burn/supply recorded images to the Police upon any reasonable request from the Police shall always be available.
- 11) Clear signage shall be displayed stating CCTV is operating within these premises.
- 12) Any person waiting to enter the venue shall be managed to prevent crime and disorder or public nuisance by the Licensee or their representative.

- 13) A Challenge 25 scheme shall be adopted whereby any person who appears to be under the age of 25 years is challenged for to prove they are at least 18 years of age. The only acceptable form of ID shall be a UK photo driving licence, ten year passport or any accredited proof of age card showing the 'PASS' hologram.
- 14) A Refusal Record and Incident Log shall be maintained, and all refusals and incidents shall be recorded therein. This record shall be produced to the Police or Licensing Authority for inspection upon request.
- 15) Promotional material shall not undermine the licensing objectives and shall not be placed illegally on any highway.
- 16) All drinking vessels shall be manufactured of toughened glass or polycarbonate.
- 17) A minimum of two SIA door supervisors shall be working at all times the premises is open for licensable activities.
- 18) The Licensee shall ensure that no bottles or glasses (except bona fide off sales) are taken beyond the curtilage of the premises.
- 19) The Licensee shall ensure that entrances and exits to be kept clear at all times.
- 20) The Licensee shall ensure that escape routes are clearly marked with signs and emergency lighting and checked regularly.
- 21) Adequate first aid facilities shall be available.
- 22) The Licensee shall make arrangements with a local taxi form to ferry patrons away quickly and quietly. Part of the agreement with the taxi company shall include a 'no horn sounding' condition.
- 23) The Licensee shall ensure that signs are displayed requesting patrons leave quietly.
- 24) The Licensee shall ensure that doors and windows are kept closed when live music is taking place.

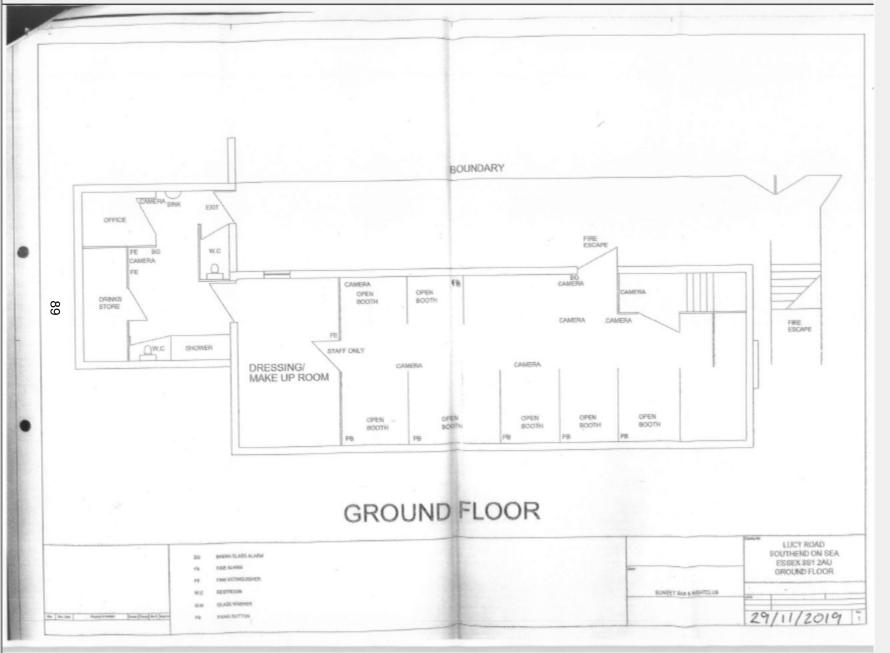
Annex 3 - Conditions attached after a hearing by the licensing authority

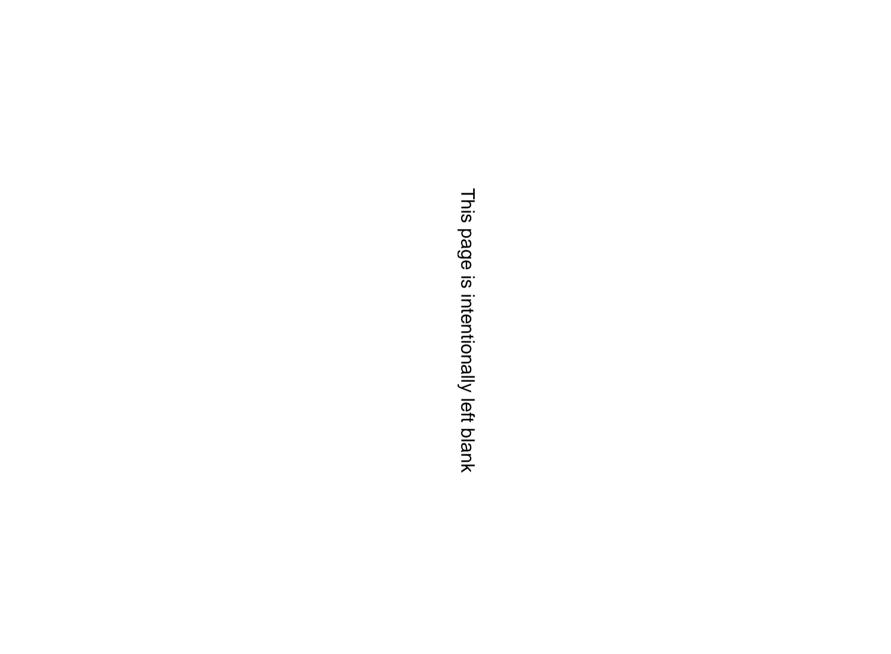
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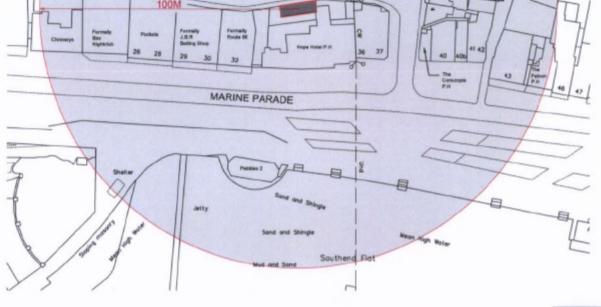
Annex 4 - Plans

The plan of the premises to which this licence relates is the attached plan marked Sunset Bar and Nightclub numbered 01 and dated Aug 12

The licensable activities authorised by this licence relate to the areas highlighted in pink on the plan.







CR

Park

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LUCY ROAD



PINK PAPERS, LUCY ROAD, SOUTHEND-ON-SEA, ESSEX, SS1 2AU

BITE LOCATION PLAN

1878 01

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