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**From:** Chris Grunert  
**Sent:** 07 November 2016 16:06  
**To:** Licensing; Bhapinder Nandhra  
**Subject:** RE: Licensing Act 2003 (Review) Players, 240 Broad Street, Birmingham.

Bhapinder,

Thank you for your email, the document has been properly served in accordance with the national regulations, by which the Committee are bound.

I shall bring with me hard copies for the Committee's consideration on Wednesday. Hopefully, it will not be an issue, but I can address them on the point on Wednesday.

**Regards**

**Chris Grunert**  
Partner



Omega Court | 372-374 Cemetery Road | Sheffield | S11 8FT

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**From:** Bhapinder Nandhra  
**Sent:** 07 November 2016 15:41  
**To:** Chris Grunert  
**Subject:** Licensing Act 2003 (Review) Players, 240 Broad Street, Birmingham.

Dear Chris

As per Section 7 of our Hearing Procedural Rules, a copy of which I attach, any supporting documents are to be submitted to the Licensing Authority by noon on the third working day before the day of the Hearing (12 noon Friday 4 November 2016).

Any information submitted after this date and time must include a covering note/letter explaining why the information has been submitted late and why the information should be taken into account.

Kind Regards

**Bhapinder Nandhra**  
**Committee & Appeals Officer - General Licensing**

Licensing Section  
PO Box 17013  
Birmingham  
B6 9ES

'Locally accountable and responsive fair regulation for all - achieving a safe, healthy, clean, green and fair trading City for residents, business and visitors'

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**From:** Chris Grunert  
**Sent:** Monday, November 07, 2016 2:38 PM  
**To:** Bhapinder Nandhra  
**Cc:** Licensing  
**Subject:** Licensing Act 2003 (Review) Players, 240 Broad Street, Birmingham.

Sirs,

We represent the Respondents in the above matter, listed for consideration by the Committee on Wednesday morning (9<sup>th</sup> November).

In accordance with regulation 18 of Licensing Act 2003 (Hearings) Regulations 2005, we attach hereto a document to which we shall refer in our representations to the Committee.

We shall be grateful if you would kindly acknowledge receipt.

**Regards**

**Chris Grunert**  
Partner



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Partners: John Gaunt (569711) Katharine Redford (569712) Tim Shield (569713)  
Michelle Hazlewood (569714) Christopher Grunert  
Practice Manager: Jonathan Pupius

John Gaunt & Partners authorised and regulated by the Solicitors Regulation Authority - SRA No. 173393

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# **CP 90 Events Ltd & Players Bar Birmingham**

## **Terms & Conditions of Promoter Venue Agreement**

This Agreement is made between:

- (1) CP 90 Events Ltd, 99 Station Rd, Draycott Derbyshire, DE72 3QB (hereinafter referred to as 'the Promoter'); and
- (2) Inspired Leisure Ltd, 2<sup>nd</sup> Floor, Alderman Fenwick House, 98-100 Pilgrim Street, Newcastle, NE1 6SQ (hereinafter referred to as 'the Owner'), operators of Players Bar Birmingham, 240 Broad Street, Birmingham, B1 2HG (hereinafter referred to as 'the Venue').

This Agreement governs the promotion of events at the Venue by the Promoter on Saturday nights and any other specific one off nights that are pre agreed in writing by both parties (hereinafter referred to as the Event).

### **1. Formulation of contract**

[REDACTED]

### **2. Licenses**

2.1 The Promoter and its employees or agents shall comply with all conditions, requirements and regulations as required by the local authority, local licensing, police or fire authority when organising and holding Events at the Venue.

2.2 The Promoter will comply with all laws which may relate to the Event and with any laws which may relate to the use of the Venue and shall not commit any act that might constitute a breach of any statutory provision, order or requirement.

### **3. Use of and Access to the Venue**

[REDACTED]

[REDACTED]

#### **4. Displays and Advertising**

4.1 It is agreed that the Promoter will provide and will be entitled to display relevant branding around the Venue to publicise their Event during the week prior to the Event taking place at the Venue. The Promoter agrees to make sure all decor is affixed properly without causing damage to the Venue.

#### **5. Marketing by the Promoter**

5.1 The Promoter agrees to market both itself and the Venue in a responsible manner and not use any promotions, slogans or controversial techniques that might lead to negative publicity. If the Venue's good name is brought into disrepute as a direct result of the Promoter's actions, behaviour or words resulting in serious damage to the Venue's reputation and or trading performance the Venue may take action against the Promoter, which could leave to the termination of this contract.

5.2 Any marketing materials used, displayed or distributed must be done in accordance with regulations and laws.

5.3 If the Venue deems the actions, behaviour or words of the Promoter to be in breach of this clause, they will provide a written warning explaining the circumstances and reasons for the warning. If such actions, behaviour or words are repeated the Venue reserves the right to terminate this contract with immediate effect.

#### **6. Restrictions**

[REDACTED]

#### **7. Disclaimer and Limitations of Liability**

[REDACTED]

[illegible][illegible]

[REDACTED]

#### 10. Venue Standards

[REDACTED]

#### 11. General

[REDACTED]

For and on behalf of: CP 90 Events Ltd

Signature:

Print Name: C. Pilkington

Position: Director

Date: 3/12/15

For and on behalf of: Innspired Leisure Ltd

Signature:

Print Name: J. Cordon

Position: Director

Date: 3/12/15

