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**From:** Matthew Phipps <  
**Sent:** 12 July 2019 09:53  
**To:** Licensing  
**Subject:** Horseshoe

Dear Sirs

We act on behalf of Greene King Retailing the owners of the Horseshoe Public House, the subject of the licensing review.

We have been provided with a copy of the documents and evidence by West Midlands Police, further to receipt of the representations and believe that the following may be of assistance in determining the review on Monday.

We have received 67 pages of material from the EHO, yesterday afternoon, but have not had chance to read, circulate nor discuss that yet.

Greene King Retailing (Greene King)

Greene King operate many hundreds of licensed premises throughout England, Wales and Scotland. The premises extend into most, if not all, of the licensing authority districts within the UK. The business is split into 2 forms of operation namely a managed business and a tenanted and leased business.

In a managed business all of the individuals working within the licensed premises are employed by Greene King with the profits and/or losses of the business being accounted for centrally.

In the leased and tenanted business the premises is let out to an operator who is themselves responsible for the employment of the individuals on site and, after the payment of rent and/or the purchase of other products, such as beer/wines and spirits the profits and/or losses are accounted for by them. Greene King has approximately 1,200 premises within the leased and tenanted business.

Operations Team

In support of Greene King's lessees there is a field based Operations Team of business development managers and operations directors (to whom the business development managers' report).

Mark Horton is the Business Development Manager who currently has responsibility for these premises with his line manager, the Operations Director, being Michael O'Connor. They are additionally supported by a licensing team at Head Office and in the context of this premises that support has been provided by Cassandra Beauchamp.

Through the course of the issues that are set out in the review Mark Horton has proactively engaged with the premises and with the lessee, Tanvia Handa. Those include:-

12 March - meeting with PC Chris Jones and PC Deano Walker.

3 April - Mark Horton meeting with Lessee

11 April - visit addressing noise concerns.

24 April – Mark Horton Telephone call with Lessee re EHO Complaint

21 May – Mark Horton Email and Telephone contact regarding Weekend Incident

24 May – attendance and licence condition assessment and review undertaken by Cassandra Beauchamp.

28 June – visit by Mark Horton also attended by Cassandra Beauchamp.

4 July – visit by Cassandra Beauchamp

#### Tanvia Handa

Tanvia Handa and his family have been occupants of these premises for many years, taking the original lease from Punch Taverns (the previous owners) in and/or around 2006/2007. Mr Handa has been the designated premises supervisor since 2009.

As both Officer Jones and Rohomon make plain the Horseshoe has not historically been a problematic premises (I have known the Horseshoe for approximately the last 5 years and until recently had no concerns with how the premises was being run or managed by the designated premises supervisor, Tanvia Handa).

That observation is also a fair reflection of the Greene King experience. Whilst, clearly, matters have not been attended to as well as they might have been more recently, it is not our view that the issues and concerns currently being worked upon are so serious as to merit forfeiture of the existing agreement (the ultimate sanction from Greene King's perspective).

It is fair to say that Greene King have been extremely concerned by the points made by the various officers and this has been forcefully articulated to Mr Handa, but the business does take the view that it is appropriate to work with him (and their tenants more generally) so as to improve matters to every ones satisfaction. rather than to simply remove him from the business, as perhaps the application from the Police requests.

#### Licensed demise

There is clearly a confusion about the remit of the licensed demise. It has become apparent through the course of this process that part of the premises, the function suite to the rear, may not, in fact, be licensed.

An application has now been submitted for a variation application so as to embrace the building at the rear of the premises within the licensed demise. On the historic licensed drawings it is clear, from the site plan, that the line extends around the unit and car park space, as a whole. However the internal configuration plan that sets out the detail and substance of the licensed premises does not appear to contain that part.

It appears, as the Police statements indicate, to have been fitted out as though it were a licensed part of the premises, before Greene King's acquisition. Clearly this is embarrassing and unfortunate but it does seem fair to suggest that this was a common misapprehension. As Officer Jones is generous enough to indicate in his statement he was "also aware of a rear room which the venue hired out for corporate events and family parties".

It may very well be said that such use could and should only have taken place under a temporary event notice, but to be clear, once it became apparent that the area was unlikely to be legitimately occupied, for licensable activities, such occupation ceased.

#### CCTV

We note that Officer Rohomon's evidence bundle contains a CCTV timeline that appears to invite the conclusion that some form of illegal drug consumption is being witnessed. At the time of drafting this note we have not yet had the opportunity to view the CCTV so further comment on that will follow. But we read the timeline as suggesting such conduct is, at best, difficult to spot. This does not seem to us to fairly allow for the conclusion that the condition about zero tolerance has been breached.

## Incidents

20 April – It is clear that the concerns articulated about incidents on the 20 April were made at 12.30am and as we understand it made by someone who was driving passed the premises. It wouldn't appear to be disclosed within the Police evidence that there was trade outside of the permitted hours.

21 April - In so far as the 21 April is concerned, whilst there was apparent intelligence suggesting that attendance by undesirables was a point of concern, the material does not appear to disclose additional problems or concerns with the event itself. Nor the attendance of these individuals.

17 May – The Police material appears to disclose “no further Police action required as at 23:55” albeit there seems to be a further recall reporting concerns at 23:58. By 1.03am officers appear to have spoken to staff and customers and whilst “there were 2 people having fisty cuffs and a large group watching all parties concerned have now left and the log can be closed pending any injured parties coming forward”. As before, this appears to be (all but) when the premises was permitted to be open and/or trading.

## Door Staff

In so far as the door staff concerns about the engagement of the unlicensed person are concerned, this has been taken extremely seriously by Greene King. Indeed if it was the company's conclusion that an unlicensed doorman had been engaged and employed by the lessee then that may well have altered Greene King's view of the long terms proposition and/or long term relationship with Mr Handa.

We have been engaged in a dialogue with him and with his security company to better understand the position. We do not come to the same conclusion as officer Rohomon. We do not believe that there is a purposeful employment of someone absent an SIA registration. It is clear that the completion of the door registration forms has been poor, but we are in receipt of correspondence between Mr Handa and TLG Management (the door company), that indicates that whilst the position is administratively far from satisfactory it is not as malign as is suggested.

## Statement A. Rohomon

Officer Rohomon makes the point that he had informed the area manager from Greene King “that we would be attending the premises for a meeting inviting them along, however the area manager was unable to attend or find someone who could attend in his place”. That is correct, the Operations Team had a “must attend” event concerning a company restructure hence Mr Horton and/or colleagues were unable to attend. Mr Horton did speak to Mr Handa and recommended he had his own representation as matters were clearly becoming more serious. We understand that Patrick Burke, Mr Handa's licensing consultant, attended in support.

## Summary Review

The statement goes on to suggest that the officer “indicated the people I have spoken to at West Midlands Police, concerns around the operation of the premises, and that there was every chance we would be seeking an expedited review of the premises as we believed it was associated with serious disorder. After some consideration I took the decision that West Midlands Police would not seek to review the premises if they agreed to have draft conditions imposed on the licence in the process of a minor variation”.

That was not the indication given orally to Matthew Phipps of TLT Solicitors. Mr Rohomon indicated that if he discovered, having seized the CCTV system, that it had in anyway been tampered with, then he would be seeking an expedited review, but absent that critical and additional level of concern, a summary review did not appear likely.

That the officer now suggests that the April concerns could fairly give rise to a summary review is informative.

#### Minor Variation

The minor variation that we submitted on 14 May was, we believe, relevant and proportionate to deal with the issue at the premises. Whilst the Police do not share that view, it is worthy of observation that the Police, almost by return, objected to the minor variation application.

A minor variation application should not (we summarise) be granted if it may likely adversely impact the licensing objectives. We respectfully submit that the addition of conditions, albeit conditions that may not go quite as far as the Police would first have requested, could not fairly be said on any circumstance undermine the licensing objectives. The Police objection, we submit, was neither valid nor appropriate and discloses an unfortunate approach.

The suggestion that the West Midlands Police had no option but to object to the minor variation is, we submit, incorrect and as per the commentary about summary review, informative.

#### EHO Objection

In due course the Environmental Health Office objected to the minor variation making the point, perfectly reasonably, that the conditions proposed sought to effectively legitimise the use and occupation of the function suite, that now appears not to benefit from an existing permission. Whilst that objection may be perfectly proper, it perhaps illustrates the misapprehension that not just the premises licence holder but the West Midlands Police had been operating under, before then.

Greene King's business, in so far as this premises is concerned, attends to a leased and tenanted business model where the designated premises supervisor and lessee are responsible for the day to day operation of the premises. Our view was that, at the time of the request for the minor variation, the conditions that were proposed to attach, fairly and proportionately addressed themselves to the concerns being articulated.

It may be thought, now, with additional concerns about the subsequent May event and/or now that we are in receipt of the comprehensive commentary from the Police (and EHO), that the imposition of direct management responsibility for the operation by the licence holder is necessary.

There is perhaps in the paperwork a suggestion that there is something inappropriate or wrong with a tenanted pub business holding the licence. That is not a view we share. Our view is that it is perfectly responsible, indeed the appropriate manner in which to go forward, for the premises licence holder to "put their head above the parapet" and identify that the premises licence is held in their name.

It obliges them to be involved in licensing compliance and enforcement, it does not abdicate responsibility, a theme suggested throughout the Police evidence, quite the reverse. Whilst some other tenanted pub companies choose to allow their tenants to have sole responsibility for the premises licence our client's believe it is incumbent upon us to work with, support, and from time to time enforce and oblige, their lessees to ensure good, successful and compliant business practice.

It was felt at the time that the obligations being proposed by the officer were not fair, proportionate or balanced.

## Statement of Christopher Jones

Incident reporting – whilst criticism of the incident reporting may suggest it to have been modest, at best, and perhaps even poor, what appears to be clear is that the collection of the CCTV discloses a comprehensive system that also doesn't appear to suggest, as of the 18 May incident, any late hour trading.

It may fairly be said that it is a point of particular concern that there are incidents at the premises and/or that the SIA registered doorman was not (perhaps) wearing suitable identification (arm badge) but the implication from the paperwork that conditions, were being breached (licence holder shall ensure zero tolerance towards illegal drugs will be enforced at all times at the premises); doesn't appear to us to be a fair conclusion.

It is also worth observing, as Christopher Jones statement identifies, that Mr Handa had, earlier in the year, cancelled an event following an articulation of concern by the various officers. Modest as the administration may be he is not absent cooperation.

## Recent Operation

However and to be clear, Greene King are extremely disappointed by the approach to the operation that seems to have been adopted in recent months. While Mr Handa, and his family, have been lessees of this premises for more than a decade, there is a clear requirement to improve both the paperwork and administration of the operation, also the control and supervision of the customers. However, we believe that Mr Handa is well placed to deliver that.

Our client's conversations with him both face to face on the telephone and on email indicate a willingness to address the issues.

Mr Handa advises Greene King that he is extremely loath to lose the operation and Greene King have in turn explained that absent a significant improvement, completed adherence to all conditions (including those that the licensing committee may see fit to attach to the licence following the review) and a change in approach to event booking, his time at this premises is limited.

It is not our client's view that that time has yet arrived. We believe Mr Handa could and should fairly be given an opportunity to demonstrate improvement and to return the premises to the upstanding and compliant business that all had witnessed in the years preceding 2019.

Yours sincerely

Matthew Phipps  
Partner  
Head of Licensing England and Wales  
for TLT LLP

## Recognised in The Times Best Law Firms 2019.

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TLT accepts no responsibility if you transfer money to a bank account which is not ours.

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The information in this email is confidential and may be privileged. It is for use by the addressee only. If you are not the addressee or if this email is sent to you in error, please let us know by return and delete the email from your computer. You may not copy it, use its contents or disclose them to another person. No liability is accepted for viruses and it is your responsibility to scan any attachments, TLT LLP, and TLT NI LLP (a separate practice in Northern Ireland)

## Vulnerability Training

Staff Name	Date	Signature
[REDACTED]	30/06/19	[Signature]
[REDACTED]	30/06/19	[Signature]
[REDACTED]	02/07/19	[Signature]
[REDACTED]	02/07/19	[Signature]
[REDACTED]	02/07/19	[Signature]

天下才子

**VULNERABLE**

# **DUTY OF CARE**

- A duty of care is an obligation for all individuals and organisations to ensure they do not, either by their actions or through inactions, cause injury to another person.

# IF ANY ELEMENT OF CONCERN EXISTS

- APPROACH
- TAKE ACTION
- NOTIFY

“Whenever there is any doubt, there is no  
doubt.” - *Ronin* (1988)

# **SEXUAL PREDATORS**

**Anyone could be a sexual predator. They come from a wide variety of backgrounds and are not isolated to any one nationality, profession, level of intelligence, or even age.**

**They select targets based on many criteria such as age, vulnerability, availability, gender, location, time/place, race.**

# **SEXUAL PREDATORS**

**What kind of behaviour could alert you to an individual who may be a sexual predator?**

# Examples

- ❑ Lone male in bar/club who appears to be just watching, approaching or pestering people
- ❑ A search upon entry results in tablets being found on them. Do you just put them in the drugs safe?
- ❑ A person reports to you that they are being followed
- ❑ Male following a female as she exits the premise or is assisting her to stand up/walk as she exits. Are they actually a couple?
- ❑ Regular lone attendee who leaves with different females
- ❑ Regular vehicle driving by

# **FORCE AIM & AMBITION**

- Consistently deliver safer communities through high quality policing services
- Putting victims first by reducing crime, anti social behaviour and catching criminals
- Be passionate about protecting, serving and making a difference for our communities
- Make sure that people are at the heart of what we do
- High standards & professional judgement
- Deal with the present, confidently manage risk and actively shape the future

## RISK ASSESSMENT DOCUMENT

Name of event..... Date of event.....

Question	Response	Assessed risk banding –score 1 (low), 2 (medium) or 3 (High)
1 Type of event: private party/ corporate booking/ promoted event/ other & date of event		
2 Who is booking/ organising: individual/ company/ events organiser/ third party/ club night promoter/ other		
3 Nature of event/ will the premises be exclusively hired		
4 Have you or will you meet the organiser in person? Yes or No		
5 Have you previously worked with the organiser previously? Yes or No		
6 If the organiser is a promoter, has he done similar nights at other venues? Yes or No		
7 If the organiser is a promoter, have you checked social media/ others venues to ensure the night is appropriate for the .....		
8 Have you been provided with estimated numbers attending/ a guest list? If so, what are the likely numbers?		
Low risk	Under 10	Please tick as appropriate
Medium risk	11- 16	
High risk	16- 20	
Unacceptable risk	20 plus	

9 Justify the risk level given	
10 Will the event be reviewed afterward with the organiser (if it is likely to be repeated)	
Person undertaking risk assessment	
Date of completion of form	
<b>MINIMUM NUMBER OF DOORSTAFF REQUIRED BASED ON MARTIX</b>	

**PLEASE SEE MATRIX OVERLEAF FOR NUMBERS OF DOORSTAFF TO BE EMPLOYED AND OTHER MEASURES TO BE EMPLOYED**

**Risk assessment matrix for minimum door staff numbers and times where events held at..... at same time, the higher of the two risk level is to be taken**

Number of customers	Risk level of event	Number of door staff required
1-200	Low	0
201-300	Low	2 from start of event
301-500	Low	3 at a ratio of 1:100 to be on duty for expected arrival times
500 - capacity	Low	4 at a ratio of 1:100 until total doorstaff reached
1-100	Medium	0
101-200	Medium	2 from start of event
201-300	Medium	3 at a ratio of 1:100 to be on duty for expected arrival times
301-500	Medium	4 at a ratio of 1:100 until total doorstaff reached
501 to capacity	Medium	5 at a ratio of 1:100 until total doorstaff reached
1-100	High risk	2 from start of event
101-200	High risk	3 from start of event
201-300	High risk	5: 2 from start PLUS a ratio of 1:100 until total doorstaff reached
301-400	High risk	6: 2 from start PLUS a ratio of 1:100 until total doorstaff reached
401-500	High risk	7: 3 from start PLUS a ratio of 1:100 until total doorstaff reached
501 to capacity	High risk	8: 3 from start PLUS a ratio of 1:100 until total doorstaff reached

**Please see over page for further factors to be taken into account**

**Other factors:**

**Low risk events: No ID scanner necessary: Search policy for random searches to be in place from 9pm when door staff present**

**Medium risk events: Scanner and search policy to be in place from 9pm with random searches and ID scans for potential underage.**

**High risk events: Scanner and search policy to be in place from start of event. Random searches and scanner use before 9pm and full searches/ ID scan from 10pm**

**To be confirmed by manager:**

Do guest list & Birthday list restrictions apply? Y / N - yes only pre-sales allowed entry.

Is the event Pre- Sale ticket entry only? Y / N - yes means no tickets to be sold on door

Does an age restriction need to be applied? Y / N - If so: Under 21 / Under 25?

Is a dress code restriction to apply Y ? N – If yes = baseball caps / tracksuits / other (please specify

**Weekly CCTV Checklist**  
 1st July 2019 to 7th July 2019

Day	Date	Morning	Evening	Checked by
Monday	1/7	✓	✓	H/A
Tuesday	2/7	✓	✓	W. Palmer
Wednesday	3/7	✓	✓	W. Palmer
Thursday	4/7	✓		
Friday				
Saturday				
Sunday				

Designated Premises Supervisor:.....



THE HORSESHOE  
 601-5001

# CCTV TRAINING

Staff Name	Date	Signature
M. Rahman	01/07/19	M. Rahman
V. Kamal	01/07/19	V. Kamal

# Weekly CCTV Checklist

27/5 - 2/6/2019

Day	Date	Morning	Evening	Checked by
Monday	27/5	✓	✓	<i>[Signature]</i>
Tuesday	28/5	✓	✓	<i>[Signature]</i>
Wednesday	29/5	✓	✓	<i>[Signature]</i>
Thursday	30/5	✓	✓	<i>[Signature]</i>
Friday	31/5	✓	✓	<i>[Signature]</i>
Saturday	1/6	✓	✓	<i>[Signature]</i>
Sunday	2/6	✓	✓	<i>[Signature]</i>

Designated Premises Supervisor: *[Signature]*



THE HORSESHOPE  
THE HORSESHOPE

# Weekly CCTV Checklist

3<sup>rd</sup> of June - 9<sup>th</sup> of June 19'

Day	Date	Morning	Evening	Checked by
Monday	3/6	✓	✓	[Signature]
Tuesday	4/6	✓	✓	[Signature]
Wednesday	5/6	✓	✓	[Signature]
Thursday	6/6	✓	✓	[Signature]
Friday	7/6	✓	✓	[Signature]
Saturday	8/6	✓	✓	[Signature]
Sunday	9/6	✓	✓	[Signature]

Designated Premises Supervisor:.....[Signature].....



THE HORSESHOE  
ALCOHOL

## Weekly CCTV Checklist

10th June 2019

Day	Date	Morning	Evening	Checked by
Monday	10/6	✓	✓	Baugh
Tuesday	11/6	✓	✓	Baugh
Wednesday	12/6	✓	✓	Baugh
Thursday	13/6	✓	✓	Baugh
Friday	14/6	✓	✓	Baugh
Saturday	15/6	✓	✓	Baugh
Sunday	16/6	✓	✓	Baugh

Designated Premises Supervisor:.....



THE HORSESHOE  
BAR & RESTAURANT

# Weekly CCTV Checklist

17<sup>th</sup> - 23<sup>rd</sup> of June

Day	Date	Morning	Evening	Checked by
Monday	17/6	✓	✓	Burke
Tuesday	18/6	✓	✓	Burke
Wednesday	19/6	✓	✓	Burke
Thursday	20/6	✓	✓	Burke
Friday	21/6	✓	✓	Burke
Saturday	22/6	✓	✓	Burke
Sunday	23/6	✓	✓	Burke

Designated Premises Supervisor:.....



THE HORSESHOE  
BAR & GRILL

# Weekly CCTV Checklist

24<sup>th</sup> - 30<sup>th</sup> of June '19

Day	Date	Morning	Evening	Checked by
Monday	24/6	✓	✓	<i>[Signature]</i>
Tuesday	25/6	✓	✓	<i>[Signature]</i>
Wednesday	26/6	✓	✓	<i>[Signature]</i>
Thursday	27/6	✓	✓	<i>[Signature]</i>
Friday	28/6	✓		
Saturday	29/6			
Sunday	30/6			

Designated Premises Supervisor:.....

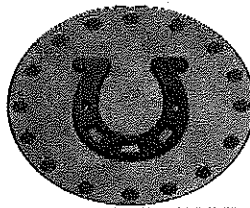


THE HORSESHOE  
RACE CLUB



### Incident Report Form

Date of Incident	
Approximate Time of Incident	
General Description of Incident	
Emergency Services Attended	<input type="checkbox"/> Police <input type="checkbox"/> Fire <input type="checkbox"/> Ambulance <input type="checkbox"/> N/A
Emergency services called by:	
Form Completed by:	
<small>Print name, sign and date</small>	
Form Reviewed by:	
<small>Print name, sign and date</small>	
Brief Summary of Subsequent Action:	



THE HORSESHOE

**BOOKING CONFIRMATION**

Booking Name:.....

Date Booking Made:.....

Registered Address:.....

Contact Telephone Number:.....

Contact Email Address:.....

**Photographic ID details** (to be attached as a separate file):

Thank you for choosing The Horseshoe, your booking details are as follows:

Date of Event:.....

Start Time of Event:.....

Finishing Time of Event (please note the venue must be cleared by 00:00).....

Type of Event:.....

Package Details	
Number of guests:	
Cost per head:	
Catering:	
Bar (sale of alcohol):	
Number of bar staff required:	
Number of door staff required:	
Number of additional staff required:	
TOTAL:	

Your deposit of £..... paid by..... has been received with thanks,  
please note this deposit is non-refundable but transferable.

THE REMAINDER OF YOUR BALANCE IS PAYABLE '2 WEEKS' PRIOR TO THE EVENT

ALL BAR BILLS ARE TO BE PAID '2-3 DAYS' PRIOR TO THE EVENT – if a paybar

We will be contacting you 4 weeks prior to your event to discuss your function arrangements.

Kindest regards,

Tan Handa

Signature

Designated Premises Supervisor



### Terms and Conditions

- 1) *The Horseshoe requires a £500.00 deposit to be paid to confirm any bookings.*
- 2) *The final balance is payable 10 days prior to your event, once your event manager has completed your function sheet to your specification..*
- 3) *Any changes to guests attending have to be made 7 days in advance, thereafter any alterations are difficult for us to accommodate.*
- 4) *Additional guests on the night are subject to a charge of £25.00 per head, which will be payable on the night at the time of request.*
- 5) *All external Suppliers are only allowed into the venue once they have been approved by the Horseshoe*
- 6) *All rubbish by external suppliers are to be removed by the Supplier.*
- 7) *Access for any set up will be 2-4 hours prior to your event and the approval by the Horseshoe*
- 8) *All breakdown by suppliers will be done within 1-2 hours after the event has finished.*

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**From:** Matthew Phipps  
**Sent:** 11 July 2019 15:15  
**To:** Licensing  
**Subject:** Updated Horseshoe Chronology [TLT-TLT.FID5957632]

Dear Sirs

Please find chronology document, provided by Cassandra Beauchamp from Greene King providing detail of her direct discussions with the lessee Tanvier Handa re compliance with proposed conditions.

Matthew Phipps

- **There will be no licensable activity within the function /conference room after 23.30hrs**

28<sup>th</sup> June: Mark confirmed and Tan acknowledged that until further notice there will be **NO** licensable activity held in the function room.

4<sup>th</sup> July: No functions have taken place since meeting on the 28<sup>th</sup> June

- **The volume of any regulated entertainment will be reduced at 23.00hrs to 'back-ground' music level.**

28<sup>th</sup> June: Tan acknowledged that this and verbalised this by him stating that this would mean that the DJ would need to end at 23:30

4<sup>th</sup> July: Tan confirmed that this had been done

- **The function room will be clear of all customers no later than 00.00hrs**

24<sup>th</sup> May: Updated booking form was created and included to include "(please note the venue must be cleared by 00:00)" – Document attached named 24<sup>th</sup> May Updated Booking Form.

28<sup>th</sup> June: Tan confirmed that this will be adhered with

4<sup>th</sup> July: No functions have taken place since last meeting but Tan agreed that this would be adhered with

- **When the function room has been hired out / booked the DPS will take the booking using the Premises Licence Holder approved booking form. The booking will include photographic ID. If photographic ID is not available then a copy of a utility bill no less than 3 months old will be acceptable.**

24<sup>th</sup> May: New Booking form created this now includes the provision of ID to be collected it was agreed that with immediate effect that a copy of valid ID will be taken and held on file for all future bookings - Document attached named 24<sup>th</sup> May Updated Booking Form.

28<sup>th</sup> June: Booking form from the 24<sup>th</sup> May meeting was being used however ID was not available however the booking hadn't been confirmed. A new booking form was produced with a signature box for the DPS to confirm that the booking complied with the agreed standards was also added.

4<sup>th</sup> July: No new bookings had been taken therefore unable to check that the new form and processes were being used, however the amended forms had been printed off and were available for use.

- **All bookings in the function/conference room (known as the old Whacky Warehouse) to be signed off by the DPS.**

24<sup>th</sup> May: New Booking form created and it was agreed that this would be used moving forward and it was agreed that Tan the DPS will sign off and Approve all bookings - Document attached named 24<sup>th</sup> May Updated Booking Form.

28<sup>th</sup> June: New booking form with DPS signature box added issued to site

4<sup>th</sup> July: No new bookings had been taken therefore unable to check that the new form and processes were being used, however the amended forms had been printed off and were available for use.

- **Last entry to the main premises on Friday, Saturday, Sunday and Monday of each statutory Bank holiday weekend and on the Thursday preceding Good Friday last entry to the premises will be 23.30hrs**

28<sup>th</sup> June: Tan wanted to know if this was negotiable as he felt this could have an impact on trade. He was advised this is **NOT** negotiable and must be adhered to. It was also confirmed that the only people allowed entry into the site after 23:30 would be those they had left the building to smoke.

4<sup>th</sup> July: Tan confirmed that this had been adhered with and that the door staff on duty over the last weekend had been updated

- **Regulated entertainment in the main premises to terminate at 23.30 hours. Retail sale of alcohol to remain as current licence.**

28<sup>th</sup> June: Tan acknowledged this

4<sup>th</sup> July: Tan confirmed that this was adhered with over the weekend

- **The premises will install / update a CCTV system to the specifications and recommendations of West Midlands Police. CCTV will record for a minimum of 28 days, display the correct time and date stamp and be downloadable.**

24<sup>th</sup> May: I viewed the CCTV, whilst I wasn't able to download whilst onsite I was able to view all cameras which were named and had the correct date and time stamps on them. I was able to view the incident from the 17<sup>th</sup> May and I was able to record them on a GK device. I was advised that Tan was able to download the information and had already done so for the Police.

28<sup>th</sup> June: CCTV keeps recordings for exactly 28 days and shows correct date and times

4<sup>th</sup> July: Tan confirmed there have been no changes made to the CCTV system

- **CCTV will be made immediately available to any of the responsible authorities on request. There will be a member of staff on duty who can operate the CCTV system.**

24<sup>th</sup> May: Current manager Vi showed me the CCTV system which is in a locked office. Vi was able to demonstrate that she could work the system and was able to show me the incident that occurred on the 17<sup>th</sup> May

28<sup>th</sup> June: Tan confirmed that all management staff will be trained on how to use the CCTV system which will include being able to download details immediately when requested by a responsible authorities representative

4<sup>th</sup> July: In addition to Tan both managers at the site have been trained on the CCTV system and there is a record of training has been signed and is available

- **The CCTV to be checked to ensure it is recording daily and documented in management book. The DPS to sign this off and check every week.**

24<sup>th</sup> May: Now have a checklist on will be used with immediate effect

28<sup>th</sup> June: This is now in place – checklist available onsite – Updated document attached with Checks from week commencing 27<sup>th</sup> May

4<sup>th</sup> July: Check made that this process is in place and being completed which it is.

- **Where door staff are used then they must be supplied by an SIA (Approved contractor scheme ACS) supplier.**

28<sup>th</sup> June: Tan advised that he uses a company called TLG Management and they confirmed that there door staff supplied are by an SIA (Approved contractor scheme ACS) supplier

4<sup>th</sup> July: This point was reiterated to Tan and that he should request confirmation from the company that this actually the case. In addition to this all door staff are to provide their SIA badge for every shift which will be copied and held on file at the site

- **The premises will employ a minimum of 2 doors staff on Friday, Saturday, every Sunday and Monday of each statutory Bank holiday weekend and on the Thursday preceding Good Friday. From 20.00hrs until all customers have dispersed from the premises.**

28<sup>th</sup> June: Tan advised that the company used will only supply a minimum of two door staff for their own security so this is already being adhered with.

4<sup>th</sup> July: Signing in sheet checked for two members of Doors staff. Two door staff signed in for Friday 28<sup>th</sup> & Saturday 29<sup>th</sup> June.

- **The DPS/premises will risk assess the need for extra door staff and different start times depending on any event being held at the premises or function room. These risk assessments will be made immediately available to any of the responsible authorities on request.**

28<sup>th</sup> June: Tan confirmed that he will complete a risk assessment for ALL bookings and will keep a record with the booking form. It was agreed that Tan use the template used for a TEN in Feb.

4<sup>th</sup> July: No new booking made so unable to check that this is in place however was assured that it would be

- **All door staff will sign on and off duty. The premises will keep a profile for each of the door staff deployed at the premises. This profile will include a copy of their SIA badge and photographic ID. If photographic ID is not available then a copy of a utility bill no less than 3 months old will be acceptable. The profiles and signing on & off sheet will be made immediately available to any of the responsible authorities on request. They will be kept on the premises for a minimum of 3 months**

28<sup>th</sup> June: TLG Management folder updated – Tan confirmed that he had SIA badge details but no ID, Tan confirmed that moving forward this would be complied with. All details would be held in the onsite safe however himself and Vi (current manager) will have access at all times.

4<sup>th</sup> July: Door staff have used the same sheet for both Friday 28<sup>th</sup> June and Saturday 29<sup>th</sup> June, Tan advised that this needs to be monitored. Door Staff are to use a single sheet for each day to ensure that is no

confusion. SIA Badges available but ID was missing for 1 door staff from Friday and 1 from Saturday, Tan explained that they did come with a letter however he told them that it had to be a bill dated within the last 3 months or photo ID. Whilst I was onsite this information was provided by TLG Management

- **The premises to have a carbonated and numbered incident book, to record all incidents irrelevant if any of the emergency services are called**

24<sup>th</sup> May: The current Incident book and recording keeping was poor therefore an updated Incident Log was created and issued to site and was to be used with immediate effect – Document attached "Incident Log"

28<sup>th</sup> June: Not currently onsite however was ordered during the meeting

4<sup>th</sup> July: Still not onsite however was advised that it would be onsite for 18:00 that day.

- **Incident book to be made available immediately on request, to any responsible authority**

24<sup>th</sup> May: It was agreed that the updated Incident Log Form will be printed off and kept in the site folder

28<sup>th</sup> June: Currently using updated version of the incident forms which are held in folder and are ready to be used

4<sup>th</sup> July: New incident forms available however no logged incidents noted since 17<sup>th</sup> May therefore unable to check if forms are being used correctly

- **Premises to have a documented vulnerability policy, to which all staff are trained (documented) and refreshed every 6 months. This policy as a minimum should look at the methods needed to protect people who become vulnerable through being at the premises.**

24<sup>th</sup> May: We didn't speak specifically about vulnerability training however we discuss training in general and it was agreed that Vi will ensure that all staff are fully up to date with training

28<sup>th</sup> June: Tan agreed that this would be put into place

4<sup>th</sup> July: Policy in place and rollout of training has commenced, training sign off sheet available. Tan advised that most of his staff are part-time and haven't yet been onsite since the training has been implemented however this will be fully actioned imminently

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