

# Public Document Pack



<b>MEETING:</b>	Statutory Licensing Regulatory Board Sub-Committee
<b>DATE:</b>	Tuesday, 12 July 2016
<b>TIME:</b>	10.00 am
<b>VENUE:</b>	Meeting Room 4, Barnsley Town Hall

## AGENDA

1 Appointment of Chair

2 Declaration of Interests

To receive any declarations of pecuniary or non-pecuniary interest from Members in respect of items on this agenda.

3 Review of Premises Licence - Procedure Document (*Pages 3 - 4*)

4 Review of Premises Licence - Hot Spot (Whispers) 12a Regent Street, Barnsley (*Pages 5 - 294*)

The Service Director Culture, Housing and Regulation will submit a report on an application received from the South Yorkshire for a review of the premises licence in respect of Hot Spot (Whispers), 12a Regent Street, Barnsley.

To: Chair and Members of Statutory Licensing Regulatory Board Sub-Committee:-

Councillors Shepherd, Tattersall, C. Wraith MBE and Daniel Griffin (Reserve Member)

Andrew Frosdick, Director Legal and Governance  
Sajeda Khalifa, Solicitor, Regulatory Services  
Garry Kirk, Service Director Legal Services  
Phillip Spurr, Service Director Culture, Housing and Regulation  
Kate Liddall, Senior Licensing Officer  
Simon Frow, Head of Regulatory Services

Please contact William Ward on 01226 773451 or email [governance@barnsley.gov.uk](mailto:governance@barnsley.gov.uk)

Thursday 30<sup>th</sup> June, 2016

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# Item 3

## STATUTORY LICENSING REGULATORY BOARD SUB-COMMITTEE

### PROCEDURE FOR CONDUCT OF REVIEW HEARINGS

Chair to open meeting and outline procedure:-

1. Principal Licensing Officer to present the Local Authority case outlining the application and any relevant representations:-
  - (i) Members to ask relevant questions
  - (ii) Appellant/Representative to ask relevant questions
  - (iii) Interested parties to ask relevant questions
2. Any parties making representations to address the Sub-Committee:-
  - (i) Members to ask relevant questions
  - (ii) Principal Licensing Officer to ask relevant questions
  - (iii) Appellant/Representative to ask relevant questions
3. Appellant/Representative to present their case:-
  - (i) Members to ask relevant questions
  - (ii) Principal Licensing Officer to ask relevant questions
  - (iii) Interested parties to ask relevant questions
4. Summing up of Local Authority case (no new evidence at this stage).
5. Summing up of the interested parties' evidence (no new evidence at this stage).
6. Summing up of the Appellant/Representative case (no new evidence at this stage)
7. All parties to retire.
8. Sub-Committee to make decision.
9. All parties invited back into the meeting and decision announced.

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## BARNSELY METROPOLITAN BOROUGH COUNCIL

**Report of the Service Director Culture, Housing and Regulation to the meeting of the Statutory Licensing Regulatory Board Sub Committee to be held on the 2<sup>nd</sup> June, 2016**

### **LICENSING ACT 2003** **APPLICATION FOR A REVIEW OF A PREMISES LICENCE**

#### **Hot Spot (Whispers), 12a Regent Street, Barnsley**

#### **1. Background**

- 1.1 On 12 April 2016, an application was received from South Yorkshire Police, as a Responsible Authority under the provisions of Section 51 of the Licensing Act 2003, to review the aboveforementioned premise licence.
- 1.2 Members are requested to determine the application for the review of the premises licence.
- 1.3 The premise currently operates as a town centre venue with the provisions for a number of licensable activities, including the sale of alcohol and regulated entertainment.

#### **2 Premises Licence**

- 2.1 The premises licence was held by Springchoice Leisure Ltd since 14 May 2013, as set out in Appendix 1.

##### **a) Indoor Sporting Events**

Monday to Sunday 12.00 to 01.00 (following morning)

##### **b) Live Music (Indoors Only)**

Monday to Sunday 17.00 to 00.00

##### **c) Recorded Music (Indoors Only)**

Monday to Sunday 12.00 to 04.00 (following morning)

**d) Performance of Dance (Indoors Only)**

Monday to Sunday 12.00 to 00.00

**e) Light Night Refreshment (Indoors Only)**

Monday to Sunday 23.00 to 01.00 (following morning)

**f) Supply of Alcohol**

The premises licence concerned in this review application is authorised for the sale of alcohol by retail for consumption on the premises only. The timings authorised to undertake this licensable activity are:

Monday to Sunday 12.00 to 03.00 (following morning)

**g) Opening Hours of the Premise**

Monday to Sunday 11.00 to 04.00

There are a number of additional conditions attached to Annex 2 of the Operating Schedule within the Premise Licence which are set out within Appendix 1.

**3 The Application for a Review of the Premises Licence**

3.1 On the 12 April 2016, an application was made by Kirsty Green (on behalf of the Chief Constable of South Yorkshire Police) as a Responsible Authority to review the Premises Licence in respect of the Hot Spot (Whispers), 12a Regent Street, Barnsley, as set out in Appendix 2. The application for review relates to the following licensing objectives:-

- a) Protection of Children from Harm
- b) Prevention of Crime and Disorder

**4 Grounds for Review**

Details of the grounds for review are contained within Section C of Appendix 2, where several references have been made in relation to anti-social behaviour and safeguarding concerns.

- 4.1 Further supporting information is provided in the form of:
- a) Premise Chronology
  - b) Witness Statement – Kirsty Green, Licensing Enforcement Officer, SYP
  - c) Witness Statement – Benita Mumby, Licensing Manager, SYP
  - d) Witness Statement – PCSO Katherine McFadzean, SYP
  - e) Witness Statement – PCSO Alison Wales, SYP
  - f) Witness Statement – PC Andrew Norton, SYP
  - g) Witness Statement – PC Matthew J Caines, SYP
  - h) Witness Statement – PC Matthew B Mitchell, SYP
  - i) Witness Statement – PC Paul C Carpenter, SYP
  - j) SYP Premise Action Plan
  - k) Email – Deborah Rimmington, Licensing, BMBC
  - l) Screen Shots – Advertising Sex Shows
  - m) Email – tom Driver, Outreach & Engagement Worker, Addaction
  - n) Premise Licence

4.2 A copy of the above documents are attached as Appendix 3.

## **5 Responsible Authorities/Interested Parties**

5.1 Comments have been received from Stephen Butler, Environmental Health Officer, (Health & Safety - Regulatory Services) in respect of the following licensing objectives:

- a) Public Safety
- b) Protecting Children from Harm

5.2 A copy of Mr Butler's report detailing numerous concerns raised, letters issued, interviews held, improvement notices served are set out in Appendix 4.

5.3 Comments have also been received from Deborah Rimmington, Licensing Enforcement Officer (Regulatory Services), in respect of the following licensing objectives:

a) Prevention of Crime & Disorder

b) Protection of Children from Harm

5.4 A copy of Ms Rimmington's report detailing numerous concerns raised and multiple meetings held with SYP and individuals connected with the premise, are set out within Appendix 5.

5.5 Further comments have also been received from Paul Denton, Senior Pollution Officer (Regulatory Services) regarding a noise complaint received from a nearby commercial premise and action taken to resolve that matter, as set out in Appendix 6.

5.4 No other comments have been received from Interested Parties concerned with this matter.

## **6 Compatibility with the European Convention on Human Rights**

The decision of the Board will amount to a determination of the Council and the rights of the applicant. Therefore, as far as it is possible to do so, the Board must comply with the requirements of Article 6 (the right to a fair trial). This means the applicant should be afforded the right to make oral representations at the meeting.

If Members decide to revoke or amend the licence then the reasons for the decision must be clearly stated.

## **7 Options available to the Statutory Licensing Sub-Committee**

The Board must, having regard to the application for and any relevant representations, take such of the steps mentioned below as it considers necessary for the promotion of the licensing objectives.

The steps are:

a) To modify the conditions of the licence;

b) To exclude a licensable activity from the scope of the licence;



- c) To remove the Designated Premises Supervisor;
- d) To suspend the licence for a period not exceeding three months;
- e) To revoke the licence;

And for this purpose the conditions of the licence are modified if any of them are altered or omitted or any new condition is added.

**8 Financial Implications**

N/A

**9 List of Appendices**

Appendix 1 – Premise Licence

Appendix 2 – Application to Review Premises Licence

Appendix 3 – South Yorkshire Police Supporting Documentation

Appendix 4 – Health & Safety Comments

Appendix 5 – Licensing Comments

Appendix 6 – Pollution Control Comments

**Officer Contact:** Kate Liddall    **Telephone No.** 774258    **Date:** 13 May 2016





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**Place Directorate  
Culture, Housing and Regulation  
Regulatory Services  
Head of Service : Simon Frow**

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Regents  
12A Regent Street  
Barnsley  
S70 2HG

My Ref: MAU 067102  
Your Ref:  
Date: 7 March 2016  
Enquiries to: Licensing Section  
Direct Dial: 01226 773843  
E-Mail: [regulatoryservices@barnsley.gov.uk](mailto:regulatoryservices@barnsley.gov.uk)

Dear Sir/Madam,

**Licensing Act 2003, Section 37  
Application to vary a Premises Licence to Specify an Individual as DPS  
Regents, 12A Regent Street, Barnsley, S70 2HG**

With regard to the above, I enclose the Premises Licence and Premises Licence Summary.

The premises licence became effective on 1 June 2012.

Under the provisions of the Licensing Act 2003 you may, in certain circumstances, have a right of appeal against some or all of the Licensing Authority's decisions made in respect to your application. Appeals should be made to the Magistrates' Court for the area in which the premises are situated, within twenty one days of receiving the premises licence.

If you need advice on the appeal procedure, you should contact the court, but please note court staff cannot give you legal advice. If you need legal advice, for example about the likely success of an appeal, you should contact a solicitor or a Citizens Advice Bureau immediately.

If you consider there is a mistake in the premises licence or the premises licence summary, the Licensing Authority will correct anything which it accepts as being a clerical mistake. If you believe there is such a clerical mistake, please contact us. This does not affect your right to appeal.

The premises licence will last indefinitely unless it is surrendered or revoked, but will lapse in the event of the death of the holder of the premises licence or upon the licence holder becoming mentally incapable or financially insolvent.

An annual fee is payable on the anniversary of the grant of the licence, unless the premises are a school or community building (e.g. village hall) and the licence is granted in respect of regulated entertainment only. We will send you a reminder for the payment of the annual fee and advise you of what sum is then payable. The fees are set by Government and may be subject to change.

Finally, there are specific provisions in section 57 of the Licensing Act 2003 concerning the requirements for keeping, displaying and producing the premises licence and premises licence summary whenever the premises are used for any licensable activity authorised by the licence. A brief summary of these requirements is set out below for your convenience:

### Premises Licence

The holder of the premises licence must ensure that the premises licence (or a certified copy of it) is kept at the premises and is either in the custody or control of the holder of the premises licence or some other specific person who works at the premises (e.g. manager).

### Premises Licence Summary

The holder of the premises licence must ensure that the premises licence summary (or a certified copy of it) is prominently displayed at the premises and, if the premises licence (or a certified copy of it) is in the custody of someone other than the holder of the premises licence, a notice must also be prominently displayed stating the position (e.g. manager) of that person.

### Duty to Produce

A police constable or an authorised officer (e.g. a Council licensing officer) may require such person who has custody of the premises licence (i.e. the holder of the premises licence or such other nominated person, as referred to above) to produce the licence for examination.

### Offences

The holder of a premises licence commits an offence if they fail to comply with the above requirements relating to a premises licence and / or a premises licences summary. Anyone who has custody or control of the premises licence (i.e. the holder of the premises licence or such other nominated person, as referred to above) commits an offence if they fail, without reasonable excuse, to produce the licence in accordance with a requirement under the above duty to produce. A person guilty of an offence under section 57 is liable on summary conviction to a fine.

If you have any queries on this matter please contact the Licensing Section on 01226 772468.

Yours faithfully

Yvonne Walker  
Technical Clerk



## BARNSELY METROPOLITAN BOROUGH COUNCIL

### PREMISES LICENCE LICENSING ACT 2003

Schedule 12 Part A  
Regulation 33, 34

<b>Premises Licence Number</b>	067102
<b>Date of Grant</b>	14 May 2013
<b>Premises Address</b>	Regents 12A Regent Street Barnsley
<b>Postcode</b>	S70 2HG
<b>Telephone Number</b>	
<b>Activities authorised by this licence</b>	The sale by retail of alcohol, The provision of regulated entertainment, The provision of late night refreshment
<b>Times authorised to undertake licensable activities</b>	<p><b>Indoor sporting events</b> Indoor sporting events permitted: Seven days a week from 12:00 until 01:00 (the following morning)</p> <p><b>Live Music</b> Licensed for live music indoors (see times below): Live music permitted: Seven days a week from 17:00 until 00:00(the following morning)</p> <p><b>Recorded Music</b> Licensed for recorded music indoors (see times below): Recorded music permitted: Seven days a week from 12:00 until 04:00 (the following morning)</p> <p><b>Performances of Dance</b> Licensed for Performances of Dance indoors (see times below): Performances of dance permitted: Seven days a week from 12:00 until 01:00 (the following morning)</p> <p><b>Late Night Refreshment</b> Licensed to provide late night refreshment indoors (see times below): Provision for late night refreshment available: Seven days a week from 23:00 until 01:00 (the following morning)</p> <p><b>Supply of Alcohol</b> Supply of alcohol permitted: Seven days a week from 12:00 until 03:00 (the following morning)</p>

**Conditions consistent with a former Children's Certificate under Section 168A of the Licensing Act 1964**

Not applicable

**Embedded Restrictions**

Not applicable

**There shall be no adult entertainment or services, activities, other entertainment or matters ancillary to the use of the premises of an adult nature unless they are specified below:**

None Specified

**Opening Hours of the Premises**

Hours premises are open to the public: Seven days a week from 11:00 until 04:00 (the following morning)

**Whether the sale by retail of alcohol is for consumption on and/or off the premises**

Alcohol-On The Premises

**Name, (registered) address, telephone number and email(where relevant) of premise licence holder**Springchoice Leisure Limited  
Hart Moss Doyle  
The Old Co-op Building  
High Street  
Dodworth  
Barnsley**Registered Number of Company if Applicable**

02674388

**Designated Premises Supervisor***(This section will be blank if the licence does not authorise the sale of alcohol)***Name and Address of the designated premises supervisor**Mr Craig Alwyn Allott  
66 Racecommon Road  
Barnsley**Post Code**

S70 6AB

**Personal Licence Number and Issuing authority of the personal licence held by the designated premises supervisor**KMCPL 0771  
Kirklees Metropolitan Council**REGULATORY SERVICES TEL: 01226 772468**



BARNSLEY METROPOLITAN BOROUGH COUNCIL

**PREMISES LICENCE SUMMARY**

<b>Premises Licence No.</b>	067102
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<b>Premises Address:</b>	Regents 12A Regent Street Barnsley
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<b>Postal Code</b>	S70 2HG
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<b>Telephone Number</b>	
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**Activities authorised by this licence**

The sale by retail of alcohol,  
The provision of regulated entertainment,  
The provision of late night refreshment

**Times authorised to undertake licensable activities**

**Indoor sporting events**

Indoor sporting events permitted: Seven days a week from 12:00 until 01:00 (the following morning)

**Live Music**

Licensed for live music indoors (see times below):  
Live music permitted: Seven days a week from 17:00 until 00:00 (the following morning)

**Recorded Music**

Licensed for recorded music indoors (see times below):  
Recorded music permitted: Seven days a week from 12:00 until 04:00 (the following morning)

**Performances of Dance**

Licensed for Performances of Dance indoors (see times below):  
Performances of dance permitted: Seven days a week from 12:00 until 01:00 (the following morning)

**Late Night Refreshment**

Licensed to provide late night refreshment indoors (see times below):  
Provision for late night refreshment available: Seven days a week from 23:00 until 01:00 (the following morning)

**Supply of Alcohol**

Supply of alcohol permitted: Seven days a week from 12:00 until 03:00 (the following morning)

<b>The opening hours of the premises</b>
Hours premises are open to the public: Seven days a week from 11:00 until 04:00 (the following morning)
<b>Where the licence authorises the sale by retail of alcohol whether this is for consumption on and/or off premises</b>
Alcohol-On The Premises
<b>Granted on:</b> 14 May 2013





# BARNSLEY METROPOLITAN BOROUGH COUNCIL

## PREMISES LICENCE

### Part B

Premises Licence Number	067102
Name, (registered) address, telephone number and email(where relevant) of premise holder	Springchoice Leisure Limited Hart Moss Doyle The Old Co-op Building High Street Dodworth Barnsley
Registered Number of Company if Applicable	02674388
Name and Address of the designated premises supervisor	Mr Craig Alwyn Allott 12a Regents Street Barnsley South Yorkshire
Post Code	S70 2HG
Personal Licence Number and issuing authority of the personal licence held by the designated premises supervisor	KMCPL 0771 Kirklees Metropolitan Council

**REGULATORY SERVICES TEL: 01226 772468**

# ANNEX 1

## MANDATORY CONDITIONS

### LICENSING ACT 2003

Licence ref no.

067102

#### **1. Supply of Alcohol**

Where this Licence authorises the supply of alcohol the following conditions will apply:

- a) No supply of alcohol may be made under the premises licence-
  - i) at a time when there is no designated premises supervisor in respect of the premises licence, or
  - ii) at a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.
- b) Every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.

#### **2. Door Supervision (except theatres, cinemas, bingo halls & casinos)**

1. Where a premises licence includes a condition that at specified times one or more individuals must be at the premises to carry out a security activity, each such individual must:

- i) Be authorised to carry out that activity by a licence granted under the Private Security Industry Act 2001; or
- ii) Be entitled to carry out that activity by virtue of section 4 of the Act.

2. But nothing in subsection (1) requires such a condition to be imposed:

- (a) in respect of premises within paragraph 8(3)(a) of Schedule 2 to the Private Security Industry Act 2001 (c12) (premises with premises licences authorising plays or films);  
or
- (b) in respect of premises in relation to:
  - i) Any occasion mentioned in paragraph 8(3)(b) or (c) of that Schedule (premises being used exclusively by club with club premises certificate, under a temporary event notice authorising plays or films or under a gaming licence), or
  - ii) Any occasion within paragraph 8(3)(d) of that Schedule (occasions prescribed by regulations under that Act.

3. For the purposes of this section:

- (a) "security activity" means an activity to which paragraph 2(1)(a) of that Schedule applies, and, which is licensable conduct for the purposes of that Act, (see Section 3(2) of that Act) and
- (b) paragraph 8(5) of that Schedule (interpretation of references to an occasion) applies as it applies in relation to paragraph 8 of that Schedule.

### **3. Exhibition of Films**

1. Where this licence authorises the exhibition of films, the licence includes a condition requiring the admission of children to the exhibition of any film to be restricted in accordance with this section.

2. Where the film classification body is specified in the licence, unless subsection (3)(b) applies, admission of children must be restricted in accordance with any recommendation by that body.

3. Where –

(a) The film classification body is not specified in the licence, or

(b) The relevant licensing authority has notified the holder of the licence that this subsection applies to the film in question, admission of children must be restricted in accordance with any recommendation made by that licensing authority.

4. In this section “children” means any person aged under 18; and

“Film classification body” means the person or persons designated as the authority under Section 4 of the Video Recordings Act 1984 (c39) (authority to determine suitability of video works for classification).

### **4. Irresponsible Promotions (On Licenced Premises only)**

1) 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.

1) 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 causes 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 favorable manner.

### **5. Dispensing of Alcohol Directly into the Mouth (On Licenced Premises only)**

The responsible person shall ensure that no alcohol is dispensed directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of a disability).

### **6. Tap Water (On Licenced Premises only)**

The responsible person shall ensure that free potable water is provided on request to customers where it is reasonably available.

### **7. Age Verification Policy**

- 1) The premises licence holder or club premises certificate holder shall ensure that an age verification policy applies to the premises in relation to the sale or supply of alcohol,
- 2) The Designated Premises Supervisor in relation to the premises licences must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.
- 3) 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 a holographic mark or an ultraviolet feature.

### **8. Measures (On Licenced Premises only)**

The responsible person shall ensure that—

- 1) 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; and
- (b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and
- (b) 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.

## ANNEX 2

### Conditions consistent with the Operating Schedule

Licence ref no. 067102

All incidents, such as refusals to sell alcohol, shall be recorded in an incident book which must be kept on the premises for a period of not less than 12 months. The book shall be made available for inspection by any Authorised Officer from the Police and Licensing Authority.

- A closed circuit television system (CCTV) shall be installed and maintained at the premises, this must cover all public areas including all areas where licensable activities take place and encompass the following:
    - The system shall be in good working order at all times when licensable activities take place at the premises and all recordings must be kept for a minimum of 28 days.
    - Authorised Officer from the Police and Licensing Authority shall be allowed a copy of these recordings at any reasonable hour, and in any case within 48 hours of any such request being made.
    - All recorded materials shall be kept in a safe and secure location and must not be made available or accessible to any unauthorised persons.
    - Clearly visible signage will be provided at all exits to the premises asking customers to leave the premises quietly.
    - A Challenge 21 (or higher age) policy will operate within the licensed premises, with signs predominantly displayed close to every entrance to the premises and at each bar area where the sale of alcohol may take place.
    - No speaker is located near any window, door or door entrance to prevent any noise breaking out from the premises.
- Except for access and egress, all doors and windows remain closed at all times to prevent any noise breaking out from the premises.

## ANNEX 3

### Conditions attached after a hearing by the Licensing Authority

Licence ref no. 067102

Not Applicable

## ANNEX 4

### Plan of the Premises to which this Licence relates:

Plan as per appendix 1  
(See attached)

## **9. Alcohol Pricing and Duty**

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.

For the purposes of the condition set out in paragraph 1 -

- (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 -

$$P = D + (D \times V)$$

Where -

- (i) P is the permitted price,
- (ii) D is the rate 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) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.
- (f) Where the permitted price given by Paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.
- (g) (1) Sub-paragraph (2) applies where the permitted price given by Paragraph (b) of paragraph 2 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.
- (2) 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.

Received 12.4.16 APPENDIX 2

Re: Hot Spot, Barnsley

SRV333188

last recd 9 MAY

**INDEX TO DOCUMENTS**

**Compiled 30th March 2016**

	<u>DOCUMENT</u>	
1.	Application for review of premises	
2.	Chronology	
3.	Statement of Police Licensing Officer Kirsty Green	
4.	Statement of Police Licensing Manager Benita Mumby	
5.	Statement of PCSO Katherine McFadzean	
6.	Statement of Alison Wales	
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8.	Statement of PC Matthew Caines	
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11.	Exhibit KG1 - Action plan	
12.	Exhibit KG 2 - email from Debbie Rimmington	
13.	Exhibit KG 3 - Venue poster	
14.	Exhibit KG 4 - Venue poster	
15.	Exhibit KG 5 - email from Tom Driver	
16.	Premise Licence	





**Application for the review of a premises licence or club premises certificate under the Licensing Act 2003**

**PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST**

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.

I Kirsty Green (for and on behalf of the Chief Constable, South Yorkshire Police)  
(Insert name of applicant)

apply for the review of a premises licence under section 51 of the Licensing Act 2003 for the premises described in Part 1 below (delete as applicable)

**Part 1 – Premises or club premises details**

<b>Postal address of premises or, if none, ordnance survey map reference or description</b> Whispers 12a, Regent Street	
<b>Post town</b> Bamsley	<b>Post code (if known)</b> S70 2HG

<b>Name of premises licence holder or club holding club premises certificate (if known)</b>  Springchoice Leisure Ltd
---

<b>Number of premises licence or club premises certificate (if known)</b> 067102
---

**Part 2 - Applicant details**

I am

Please tick yes

- 1) an interested party (please complete (A) or (B) below)
- a) a person living in the vicinity of the premises
  - b) a body representing persons living in the vicinity of the premises
  - c) a person involved in business in the vicinity of the premises
  - d) a body representing persons involved in business in the vicinity of the premises
- 2) a responsible authority (please complete (C) below)

3) a member of the club to which this application relates (please complete (A)   
below)

**(A) DETAILS OF INDIVIDUAL APPLICANT (fill in as applicable)**

Please tick

Mr

Mrs

Miss

Ms

Other title  
(for example, Rev)

**Surname**

**First names**

**I am 18 years old or over**

Please tick yes

**Current postal  
address if  
different from  
premises  
address**

**Post town**

**Post Code**

**Daytime contact telephone number**

**E-mail address  
(optional)**

**(B) DETAILS OF OTHER APPLICANT**

<b>Name and address</b>
<b>Telephone number (if any)</b>
<b>E-mail address (optional)</b>

**(C) DETAILS OF RESPONSIBLE AUTHORITY APPLICANT**

<b>Name and address</b>  South Yorkshire Police Liquor Licensing Dept c/o Force HQ Carbrook Hall Road Sheffield S9 2EH
<b>Telephone number (if any)</b>
<b>E-mail address (optional)</b>

**This application to review relates to the following licensing objective(s)**

**Please tick one or more boxes**

- 1) the prevention of crime and disorder
- 2) public safety
- 3) the prevention of public nuisance
- 4) the protection of children from harm

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>

**Please state the ground(s) for review (please read guidance note 1)**

The grounds for this review are based on the following aspects of the 2003 Licensing Act objectives: -

**Protection of children from harm  
Prevention of Crime & Disorder**

This review is for premises currently known as Whispers, formerly known as Hot Spot, Bamsley (however has a licence issued under a previous name of Regents).. The Premises Licence is No 067102 issued on 1<sup>st</sup> June 2012. The Premises Licence Holder (PLH) is Springchoice Ltd and Designated Premise Supervisor (DPS) is Craig Allott.

Between October 2015 and December 2015, there have been four incidents reported to South Yorkshire Police, for the premises. One incident, reports a fight which transpired to be door security unable to deal with a fight in the premises along with a large number of people attending an 18<sup>th</sup> Birthday party. Another incident reports a party whereby both under, and over, 18's were in attendance and under 18's were drinking alcohol, a third incident reports door staff having problems with two people who did not agree to being ejected from the club and a fourth incident of a male having been assaulted in the premises.

On 27<sup>th</sup> May 2015, a visit was made to the premise due to there being no Designated Premise Supervisor and a closure notice being in place. At this meeting advice was given which including advice around underage events and training.

Since that date, information was received about underage events, at the premise,

aimed at 14-18 year olds and concerns over youths being drunk on these nights. There were also concerns re the management of a foam party held in September and due to another planned for November, how the Management would address these concerns.

Information also received that underage were attending the premise, that people gathering outside the venue were aged between 12-20 years old. In December, a report was received of a College party to be held at the event.

Since the meeting on 27<sup>th</sup> May 2015, there have been numerous communications between Responsible Authorities and persons at the premise. A meeting in November was by the Police, and BMBC, Licensing Officers, to discuss an action plan which was to be drawn up to try to address management of the premises and concerns over underage attending during the weekend period.

The action plan was agreed and signed on 25<sup>th</sup> November, communications continued, between the Police and BMBC Licensing and the premises, until there was a breach of the action plan on 2<sup>nd</sup> January 2016.

A further meeting was held with the DPS and PLH on the 11<sup>th</sup> of January 2016 to discuss the breach of the action plan.

A licensing visit was made by Police Officers on the 30<sup>th</sup> January 2016. At that time underage persons were identified as being inside the venue. This was a further breach of the action plan.

Again a meeting took place with the PLH on the 1<sup>st</sup> of February 2016 to discuss the second breach of the action plan.

Discussions then took place with the Management and the Police Licensing team in relation to voluntarily adding conditions onto the premise licence.

On the 17<sup>th</sup> of February 2016 the Police Licensing officer contacted the DPS to discuss staff training. She was notified that Mr Booth would be taking a 'back step' in the running of the venue.

On the 18<sup>th</sup> of February 2016 the PLH was e mailed by the Police Licensing Dept with regards to the wording of licensing conditions to be added to the premise licence to assist him.

Further communication has taken place between the Police Licensing Officer and the Management.

On the 4<sup>th</sup> of March 2016 a test purchase operation took place whereby the premise passed.

Whilst the incidents, in isolation, may not necessarily result in a review, there has been information since May 2015, advise and support offered to the premises by both South Yorkshire Police and Barnsley Council Licensing and subsequent information which has caused concerns around how the premises have been managed, and more importantly, around the Protection of Children from Harm. This has led South Yorkshire Police to make the decision to submit this application for review.

Further information, outlining details of incidents and meetings, between South Yorkshire Police, and BMBC, representatives is provided in the statements of Licensing Officer K Green, BMBC Licensing Officer D Rimmington, Licensing Manager B Mumby and other relevant Police employees.

**Please provide as much information as possible to support the application  
(please read guidance note 2)**

Please see attached documents.

**Please tick yes**

**Have you made an application for review relating to this premises before**

**if yes please state the date of that application**

**Day**

**Month**

**Year**

**If you have made representations before relating to this premises please state what they were and when you made them**

No representations have been made in the past.

Please tick yes

- I have sent copies of this form and enclosures to the responsible authorities and the premises licence holder or club holding the club premises certificate, as appropriate
- I understand that if I do not comply with the above requirements my application will be rejected

**IT IS AN OFFENCE, LIABLE ON CONVICTION TO A FINE UP TO LEVEL 5 ON THE STANDARD SCALE, UNDER SECTION 158 OF THE LICENSING ACT 2003 TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION**

**Part 3 – Signatures (please read guidance note 3)**

**Signature of applicant or applicant's solicitor or other duly authorised agent (See guidance note 4). If signing on behalf of the applicant please state in what capacity.**

**Signature**

.....

**Date**            March 2016

.....

**Capacity**        Licensing Officer - South Yorkshire Police

.....

**Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 5)**

Kirsty Green  
c/o South Yorkshire Police Liquor Licensing Dept  
Force HQ  
Carbrook Hall Road  
Sheffield  
S9 2EH

**Post town**  
Sheffield

**Post Code**  
S9 2EH

**Telephone number (if any)** 0114 2964308

**If you would prefer us to correspond with you using an e-mail address your e-mail address (optional)**



### Notes for Guidance

1. The ground(s) for review must be based on one of the licensing objectives.
2. Please list any additional information or details for example dates of problems which are included in the grounds for review if available.
3. The application form must be signed.
4. An applicant's agent (for example solicitor) may sign the form on their behalf provided that they have actual authority to do so.
5. This is the address which we shall use to correspond with you about this application.



## PREMISES CHRONOLOGY

**Name of premises: HOT SPOT**

**Address: REGENT STREET**

<u>Date of intel input</u>	<u>Comment</u>	<u>Reference</u>
27.05.2015	Licensing visit with BMBC regarding closure notice at venue and no DPS. Please refer to Kirsty Green's statement for more details.	Licensing Visit - LEO
27.05.2015	Email sent to Mr Phillip Booth with all information and documents that had been discussed at the visit earlier that day.	Email sent - Mr Booth
17.06.2015	Email received from PCSO Katherine McFadzean regarding underage events at Hot Spot aimed at 14-18 year old olds.	Email received - PCSO
18.06.2015	Licensing visit with Ann Gallagher Licensing Officer at BMBC and SYP Licensing Officer SYP Michelle Hudson to remove closure notice as new DPS in place.	Licensing Visit - LEO
22.06.2015	Licensing visit with Ann Gallagher following information received from PCSO on the 17.06.2015. Please refer to Kirsty Green's statement for more details.	Licensing Visit - LEO
22.06.2015	Email sent to PCSO McFadzean updating regarding licensing visit carried out earlier that day.	Email sent - PCSO
08.07.2015	Telephone call received from Licensing Officer Debbie Rimmington at BMBC regarding advice given for scheduled event at venue. Please refer to Kirsty Green's statement for more details.	Telephone call - BMBC
15.07.2015	Telephone call received from Mr Booth to discuss an up and coming gay pride event.	Telephone call - Mr Booth
22.08.2015	Assault at the venue. It was reported that a female had been hit with a bottle and received a cut to the head. Please refer to Kirsty Green's statement for more details.	Assault
26.08.2015	Licensing visit with Ann Gallagher following incident on the 22.08.2015. Please refer to Kirsty Green's statement for more details.	Licensing Visit - LEO
31.08.2015	Telephone call received from PCSO McFadzean regarding complaints that she had received from Bamsley Interchange and Youth Services. Please refer to PCSO McFadzean's statement for more details.	Telephone call-PCSO
02.09.2015	Licensing visit with Debbie Rimmington regarding complaints received in connection with the underage nights at the venue. Please refer to Kirsty Green's statement for more details.	Licensing Visit - LEO

18.09.2015	Email received from Inspector Mitchell regarding concerns raised by PCSO Alison Wales in connection to a recent underage foam party at the venue. Please refer to PCSO Wales statement for more details.	Email received - Inspector
18.09.2015	Telephone call made to Mr Booth to bring to his attention the concerns raised by PCSO Wales following the recent foam party. Please refer to Kirsty Green's statement for more details.	Telephone call - Mr Booth
01.10.2015	Email received from PCSO McFadzean regarding observations made outside Hot Spot on the 30.09.2016. Please refer to PCSO McFadzean's statement for more details.	Email - PCSO
05.10.2015	Telephone call made to Mr Booth to bring to his attention concerns raised by PCSO. Please refer to Kirsty Green's statement for more details.	Telephone call - Mr Booth
05.10.2015	Email sent to PCSO McFadzean updating her regarding my conversation with Mr Booth earlier that day.	Email - PCSO
14.10.2015	Licensing visit in relation to Pubwatch and enquiries made regarding sexual entertainment licence. Please refer to Kirsty Green's statement for more details.	Licensing Visit - LEO
16.10.2015	18 <sup>th</sup> Birthday party at venue. Reports made to Police of fighting and disturbance. Please refer to Kirsty Green's statement for more details.	Reports to Police
19.10.2015	Licensing visit with Debbie Rimmington to discuss incident on the 16.10.2016. Please refer to Kirsty Green's statement for more details.	Licensing Visit - LEO
19.10.2015	Telephone call received from Mr Booth, regarding the venue hosting the rearranging the birthday party that was closed down on the 16.10.2016. Please refer to Kirsty Green's statement for more details.	Telephone call received - Mr Booth
19.10.2015	Telephone conversation with Mr Booth with further discussions regarding the 18 <sup>th</sup> birthday party. Please refer to Kirsty Green's statement for more details.	Telephone call - Mr Booth
20.10.2015	Telephone call made to both Premise Licence Holder Mr Christopher Palmer and Mr Booth asking them to make contact so that I could obtain details for the DPS.	Telephone call - Mr Palmer & Mr Booth
20.10.2015	Telephone call received from another licensee in the Town Centre, regarding the event on the 16.10.2015 and to bring to my attention threats on social media. Please refer to Kirsty Green's statement for more details.	Telephone call - Town Centre DPS
20.10.2015	Telephone call with Mr Booth, regarding the rearranged 18 <sup>th</sup> birthday party and to bring to his attention concerns raised by another licensee. Please refer to Kirsty Green's statement for more details.	Telephone call - Mr Booth
20.10.2015	Telephone call made to DPS Mr John Linacre, in connection with the rearranged 18 <sup>th</sup> birthday party. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS

20.10.2015	Telephone call received from Mr Linacre who confirmed that the 18 <sup>th</sup> birthday party had been cancelled. Concerns raised with Mr Linacre. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
20.10.2015	Text message received from Mr Booth advising that the event was '100% not going ahead'.	Text – Mr Booth
30.10.2015	Licensing visit as part of Op Tandem. No issues identified.	Visit - Op Tandem
04.11.2015	Telephone call made to Mr Booth in connection with another arranged foam party. Meeting arranged. Please refer to Kirsty Green's statement for more details.	Telephone call – Mr Booth
06.11.2015	Licensing visit as part of Op Tandem. No issues identified.	Visit - Op Tandem
07.11.2015	Licensing visit as part of Op Tandem. No issues identified.	Visit - Op Tandem
09.11.2015	Licensing visit with Debbie Rimmington to discuss forthcoming events at the venue. Also discussed 18 <sup>th</sup> birthday party that had been rearranged. Please refer to Kirsty Green's statement for more details.	Licensing Visit – LEO
10.11.2015	Spoke with Mr Linacre to raise concerns regarding cancelled party being allowed to go ahead and to discuss forthcoming underage foam party. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
10.11.2015	Email sent to Town Centre PCSO and LPT response team to advise regarding forthcoming underage foam party at the venue.	Email - SYP
17.11.2015	Telephone call made to Mr Booth to obtain details for forthcoming derby football game. Also requested notification of all events.	Telephone call –Mr Booth
19.11.2015	Information received from PCSO McFadzean regarding a 'private party' at the venue that weekend. Please refer to PCSO McFadzean's statement for more details.	Email - PCSO
21.11.2015	Licensing visit on Op Tandem. Venue was closed voluntarily upon the request of the acting Inspector due to problems with anti-social behaviour, underage drinking and staff struggling to cope with customers at the event. Please refer to T/Inspector Andrew Norton's statement for more details.	Visit - Op Tandem
23.11.2015	Licensing visit with Mr Linacre, Mr Booth, Mr Palmer and Debbie Rimmington. Action Plan discussed and reviewed. Please refer to Kirsty Green's statement for more details.	Licensing visit - LEO
24.11.2015	Telephone call made to Mr Linacre advising that I had yet to receive an email regarding forthcoming events, therefore requesting him to send me details.	Telephone call- DPS
24.11.2015	Email received from Mr Booth detailing forthcoming events, including a 19 <sup>th</sup> birthday party on the coming Friday and a 16 <sup>th</sup> birthday party on a Saturday in December.	Email – Mr Booth

24.11.2015	Telephone call received from Debbie Rimmington who advised of further concerns that had been brought to her attention for the event that was held on the 20.11.2015.	Telephone call - BMBC
24.11.2015	Telephone call made to Mr Linacre to discuss forthcoming events and to arrange a follow up meeting. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
24.11.2015	Telephone call made to Mr Palmer to confirm attendance at scheduled meeting the following day, to discuss further concerns that had been brought to our attention.	Telephone call - PLH
24.11.2015	Email sent to Mr Linacre reiterating request regarding details for security and supervision. In addition, I also requested that should any underage event take place, that they inform me of what safeguarding provisions they have in place.	Email - DPS
25.11.2015	Email received from Debbie Rimmington regarding concerns raised by the security staff that were working on the night of the 20.11.2015, which were discussed the previous day.	Email - BMBC
25.11.2015	Licensing visit with Debbie Rimmington, Mr Palmer and Mr Linacre. Discussed further concerns raised and action plan reviewed and signed. Please refer to Kirsty Green's statement for more details. Action Plan Exhibit KG 1.	Licensing Visit - LEO
25.11.2015	Text sent to Mr Linacre in relation to birthday party at the weekend. Please refer to Kirsty Green's statement for more details.	Text - DPS
26.11.2015	Email received from Mr Linacre detailing forthcoming events.	Email - DPS
27.11.2015	Telephone call received from Mr Linacre asking for advice regarding acceptable forms of ID.	Telephone call - DPS
27.11.2015	Licensing visit as part of Op Tandem. No issues identified.	Visit - Op Tandem
28.11.2015	Licensing visit as part of Op Tandem. No issues identified.	Visit - Op Tandem
29.11.2015	Minor breach of the peace at venue, with two males refusing to leave. Please refer to Kirsty Green's statement for more details.	Incident
30.11.2015	Telephone call made to Mr Linacre, to ask for an update from over the weekend.	Telephone call - DPS
03.12.2015	Email received from Mr Linacre with details for forthcoming weekend.	Email - DPS
07.12.2015	Email received from Mr Linacre with details for forthcoming weekend.	Email - DPS
08.12.2015	Email sent to Mr Linacre asking for more details for the forthcoming weekend in relation to supervision.	Email - DPS

15.12.2015	Email received from Mr Linacre with details for forthcoming weekend.	Email - DPS
15.12.2015	Telephone call made to Mr Linacre in connection with a college party that was being held at the venue. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
16.12.2015	Telephone call made to Mr Palmer to raise concerns regarding the scheduled college party. Please refer to Kirsty Green's statement for more details.	Telephone call - PLH
16.12.2015	Several telephone call conversations exchanged with the DPS to further discuss the college party. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
16.12.2015	Telephone call made to Mr Palmer to reiterate conversations with Mr Linacre and amendments made to event. Please refer to Kirsty Green's statement for more details.	Telephone call - PLH
16.12.2015	Email sent to Mr Linacre requesting more details for scheduled college party, asking for expected numbers or the capacity to which they were working towards for staffing.	Email - DPS
17.12.2015	Copied into email sent from BMBC to Safeguarding Worker at Barnsley College. Please refer to Debbie Rimmington's email for more details. Exhibit KG 2.	Email - BMBC
18.12.2015	Email received from Mr Linacre advising that there would be eight security staff working for the college party and working to expected numbers of 600.	Email - DPS
25.12.2015	Incident at venue. Please refer to Kirsty Green's statement for more details.	Incident
04.01.2016	Telephone call made to Mr Linacre regarding incident on the 25.12.2015. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
05.01.2016	Telephone call made to Mr Linacre to arrange meeting. DPS advised regarding event that he had cancelled on the 02.01.2016 due to it being a breach of the action plan. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
05.01.2016	Telephone call made to Mr Palmer asking to attend an arranged meeting to discuss concerns in relation to an event on the 02.01.2016.	Telephone call - PLH
05.01.2015	Email sent requesting visit to venue on Op Tandem to ensure premises are compliant with action plan.	Email sent - SYP
06.01.2016	Email received from PCSO McFadzean regarding event on the 02.01.2016. Please refer to PCSO McFadzean's statement for more details.	Email - PCSO
11.01.2016	Licensing meeting with Mr Linacre, Mr Palmer LEO Manager Benita Mumby and Debbie Rimmington. Discussed beach of action plan, which	Licensing Visit - LEO

	occurred on the 02.01.2016. Please refer to Kirsty Green's statement for more details.	
11.01.2016	Additional meeting held with Benita Mumby, Mr Palmer and Mr Booth. Please refer to Benita Mumby's statement for more details.	Visit – LEO manager
13.01.2016	Email received from PCSO McFadzean regarding concerns highlighted to her in connection with the venue. Please refer to PCSO McFadzean's statement for more details.	Email - PCSO
13.01.2016	Email requesting licensing visit on Op Tandem. No issues identified.	Email - SYP
15.01.2016	Licensing visit as part of Op Tandem, however venue appeared closed.	Visit – Op Tandem
16.01.2016	Text sent to Mr Palmer asking for a follow up meeting on the 18.01.2016, to establish if any legal advice had been sought following our meeting on the 11.01.2016.	Text - PLH
16.01.2016	Licensing visit as part of Op Tandem. No issues identified.	Visit – Op Tandem
18.01.2016	Contact made with Mr Palmer to rearrange meeting that was scheduled for the 18.01.2016. Meeting rearranged for the 25.01.2016.	Text - PLH
20.01.2016	Email received from Mr Linacre with details for forthcoming weekend.	Email - DPS
23.01.2015	Licensing visit on Op Tandem. No issues identified.	Visit – Op Tandem
25.01.2016	Meeting with Mr Palmer and Debbie Rimmington. Please refer to Kirsty Green's statement for more details.	Meeting with PLH
26.01.2016	Telephone call made to Mr Palmer who advised regarding a meeting that he had with Mr Booth the previous day. Please refer to Kirsty Green's statement for more details.	Telephone call - PLH
27.01.2016	Telephone call received from Mr Linacre apologising for not notify of all events that they had scheduled at the venue.	Telephone call - DPS
27.01.2016	Email received from Debbie Rimmington advising that there was no record of a Helen Warren working at BMBC. Please refer to Kirsty Green's statement for more details.	Email - BMBC
27.01.2016	Email from Street Pastors detailing an incident on the 20.11.2015 where they visited Hot Spot. Please refer to Kirsty Green's statement for more details.	Email – Street Pastors
28.01.2016	Email received from DPS with details for forthcoming weekend.	Email - DPS
30.01.2016	Licensing visit on Op Tandem whereby underage were identified inside the venue. Please refer to PC Matthew Mitchell's statement for more details.	Visit – Op Tandem



01.02.2016	Email received from Mr Linacre regarding a cancelled event due to host being underage. Please refer to Kirsty Green's statement for more details.	Email - DPS
01.02.2016	Telephone call received from Mr Linacre advising me about further breach of the action plan that had taken place on the 30.01.2016. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
01.02.2016	Text messages exchanged with Mr Palmer to arrange to meet with him later that day to discuss a further breach of the action plan.	Texts - PLH
01.02.2016	Email sent to PC Mitchell requesting more details for the visit on the 30.01.2016.	Email - PC
01.02.2016	Meeting with Debbie Rimmington and Mr Palmer to advise regarding second breach of action plan. Please refer to Kirsty Green's statement for more details.	Licensing visit - LEO
02.02.2016	Email received from PC Mitchell with further details of visit on the 30.01.2016. Please refer to Kirsty Green's statement for more details.	Email - PC
02.02.2016	Email sent to LPT inspector and Sargent requesting a visit to be carried out at the venue on the 07.02.2016 due to birthday party being cancelled.	Email - SYP
03.02.2016	Email received from Mr Linacre with details for forthcoming weekend.	Email - DPS
03.02.2016	Email sent to Mr Linacre requesting further details for weekend, asking for expected numbers.	Email - DPS
04.02.2016	Email received from Mr Linacre regarding expected numbers for the forthcoming events.	Email - DPS
06.02.2016	Licensing visit on Op Tandem. Please refer to Kirsty Green's statement for more details.	Visit - Op Tandem
07.02.2016	Licensing visit carried out as part of Op Tandem. Venue was closed.	Visit - Op Tandem
08.02.2016	Email received from Mr Linacre DPS advising that he had removed himself as DPS.	Email - DPS
10.02.2016	Telephone call received from new Mr Craig Allott and meeting arranged. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
12.02.2016	Licensing visit carried out as part of Op Tandem. No issues identified.	Visit - Op Tandem
13.02.2016	Licensing visit carried out as part of Op Tandem. No issues identified.	Visit - Op Tandem
15.02.2016	Meeting with new DPS Mr Craig Allott. Please refer to Kirsty Green's statement for more details.	Meeting - LEO
15.02.2016	Text message received from Mr Allott regarding forthcoming weekend.	Text - DPS

16.02.2016	Meeting with Benita Mumby to discuss next course of action for Hot Spot. Please refer to Benita Mumby's statement for more details	Meeting – LEO Manager
16.02.2016	Email sent from Benita Mumby to Mr Palmer regarding option of varying their licence. Follow up telephone call from Mr Palmer. Please refer to Benita Mumby's statement for more details.	Email & call - PLH
17.02.2016	Emails sent between Benita Mumby and Mr Palmer regarding additional conditions and CCTV document. Please refer to Benita Mumby's statement for more details.	Email - PLH
17.02.2016	Telephone call made to Mr Allott. Mr Allott notified that Mr Booth would be taking a 'back step' in the running of the venue. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
17.02.2016	Telephone call received from another licensee to notify me of an event planned at the venue on the 26.02.2016. Please refer to Kirsty Green's statement for more details and promotional adverts Exhibit 3 & 4.	Telephone call – town centre licensee
17.02.2016	Telephone call made to Mr Allott in relation to the event on the 26.02.2016. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
18.02.2016	Email sent from Benita Mumby to Mr Palmer. Please refer to Benita Mumby's statement for more details.	Email - PLH
19.02.2016	Email sent from Benita Mumby to Chris Palmer. Please refer to Benita Mumby's statement for more details.	Email - PLH
19.02.2016	Licensing visit carried out as part of Op Tandem. No issues identified.	Visit – Op Tandem
22.02.2016	Licensing visit with Debbie Rimmington. Mr Allott updated regarding improvements made and advised new scheduled event for the 26.02.2016. Please refer to Kirsty Green's statement for more details.	Licensing Visit - LEO
23.02.2016	Telephone received from Town Centre licensee regarding the event on the 26.02.2016. Please refer to Kirsty Green's statement for more details.	Telephone – town centre licensee
23.02.2016	Telephone call made to Mr Allott to advise regarding information received from another licensee. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
26.02.2016	Text message received from Mr Allott advising regarding details for weekend and to advise that strippers had been cancelled.	Text - DPS
29.02.2016	Telephone call made to Mr Allott to arrange meeting. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
01.03.2016	Text sent to Mr Allott requesting an email be sent to notify of all events.	Text - DPS
02.03.2016	Text sent to Mr Allott requesting details for forthcoming weekend.	Text - DPS
02.03.2016	Text message received from Mr Allott advising regarding details for weekend and to cancel meeting.	Text - DPS

02.03.2016	Email sent to Mr Allott requesting further details following his text.	Email - DPS
04.03.2016	Email received from Mr Allott detailing further details for events as requested.	Email - DPS
04.03.2016	Passed Test Purchase operation. Please refer to Kirsty Green's statement and PC Paul Carpenter's statement for more details.	Test purchase
05.03.2016	Telephone call made to Mr Allott to discuss test purchase operation. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
09.03.2016	Telephone call made to Mr Allott to request details for forthcoming weekend and arranged meeting on the 14.03.2016. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
11.03.2016	Text message received from Mr Allott with details for forthcoming weekend.	Text - DPS
14.03.2016	Text message received from Mr Allott to cancel scheduled meeting that day. Please refer to Kirsty Green's statement for more details.	Text - DPS
14.03.2016	Text sent to Mr Allott regarding cancelled meeting. Please refer to Kirsty Green's statement for more details.	Text - DPS
14.03.2016	Telephone call received from Mr Allott regarding rescheduling meeting. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
17.03.2016	Answer machine message left for Mr Allott regarding arranging visit. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
23.03.2016	Telephone call received from Debbie Rimmington with an update regarding action taken by Health & Safety at BMBC.	Telephone call - BMBC
23.03.2016	Contact made with an outreach and engagement worker from Addaction who raised concerns in connection with Hot Spot.	Telephone call - Addaction
24.03.2016	Answer machine message left for Mr Allott asking him to make contact. Please refer to Kirsty Green's statement for more details.	Telephone call - DPS
27.03.2016	Email received from outreach and engagement worker from Addaction regarding concerns at Hot Spot. Please refer to Kirsty Green's statement for more details. Exhibit 5.	Email - Addaction
27.03.2016	Incident involving a 18-year-old female at the venue. Please refer to Kirsty Green's statement for more details.	Incident
30.03.2016	Telephone call made to Mr Allott to discuss incident on the 27.03.2016. Also discussed further breaches of the action plan and arranged a meeting for the 04.04.2016.	Telephone call - DPS



**BETWEEN**

**SOUTH YORKSHIRE POLICE**

Complainant

**and –**

**Hot Spot (Whispers), Regent Street  
DPS – Craig Allott  
PLH – Springchoice Leisure Ltd**

Respondent

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**WITNESS STATEMENT OF**

**Kirsty Green**

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I am a Licensing Enforcement Officer, employed by South Yorkshire Police currently based at Barnsley. I have been in my current role since June 2010. I have been investigating incidents that have occurred at Whispers formally known as Hot Spots, Barnsley on behalf of South Yorkshire Police. In addition to the statements of Licensing Manager Benita Mumby, T/Inspector Andrew Norton, PC Matthew Caines, PC Matthew Mitchell, PC Paul Carpenter, PCSO Alison Wales and PCSO Katherine McFadzean, the following matters have come to the attention of South Yorkshire Police.

1. On the 27<sup>th</sup> May 2015, licensing visit carried out with BMBC Licensing Officer Ann Gallagher. Spoke with Mr Phillip Booth to advise that they were not licensed to open, as they did not have a DPS in position and a closure noticed that had been served previously for this same reason was still in place. Advised that they needed a DPS and to have all the necessary paperwork completed before they could open again. Whilst at the venue I queried staff training, to which we were advised that they were in the process of putting together a list of policies and

procedures. Despite Mr Booth stating that all his staff were experienced, I advised that he must complete at the minimum, some in-house training with them and set out his expectations/requirements that were specific to his venue. I advised that I would send through some documents that he could use for training his staff on licensing issues and some relevant posters. I also spoke about challenge 25, refusal logs, ejection logs and an incident book/log. Discussed under 18's events and the lower age limit that Mr Booth was going to put in place. Initially Mr Booth stated that he was thinking of 10-17 years old, however we recommended against this, stating that we felt 10 years old was too young and that it might be more appropriate to have the minimum age at 14. We asked how he was going to regulate entry, to which he stated that he was looking at a membership scheme and that children could only be a member if their parents approved it. We stated that although this was a good idea, he would still need to check their ages, as parents may approve regardless of their age, which was not appropriate. We advised that they would need a male and female member of security, as for under 18 events searches needed to be gender specific. I stated that all bags would need to be searched upon entry and that toilet checks would need to be completed, with a policy in place instructing staff what to do with confiscated items. It was explained that they would need to complete a risk assessment prior to the event and that there would need to be a member of staff present throughout the event that had an enhanced CRB check. I advised that they would need to have policies and procedures in place to deal with anyone vulnerable and a designated room to hold anyone deemed as vulnerable while the necessary action was taken ie first aid. I enquired what time the events would run, to which Mr Booth advised that it would be 6-9.30pm. Ann also directed him to Safeguarding on the Barnsley Gov website, where she advised that there were helpful documents that may assist him with the events. I enquired regarding his

student nights and asked what ages he was appealing to, to which Mr Booth stated that these would be strictly over 18s only.

2. On the 17<sup>th</sup> June 2015, email received from PCSO Katherine McFadzean regarding parties that were being advertised aimed at 14-18 year olds every Monday and Thursday at Hot Spots.
3. On the 18<sup>th</sup> June 2015, licensing visit by Licensing Officer Michelle Hudson and Ann Gallagher. New DPS was in place, so closure notice removed.
4. On the 22<sup>nd</sup> June 2015, licensing visit with BMBC Licensing Officer Debbie Rimmington following email received from PCSO on the 17.06.2016. We reiterated to Mr Booth what had been discussed on a previous visit, that an age range of 14-17 for underage events would be more appropriate, to which Mr Booth stated that he was happy with. We explained that aiming an event at this age group would be easier to manage due to no alcohol being available. Mr Booth stated that he was still trying to establish a membership scheme and that when this was completed he wanted to introduce a card scanning system, which would show a picture of the individual and hold all their details on file, he hoped that this would be up and running by mid-July. Mr Booth queried his licence and whether if he held a 'private party' he had to stick to his licence and conditions that were stipulated, to which we confirmed that he did. We also advised that similar procedures for underage events would need to be in place for 18<sup>th</sup> birthday parties, due to potentially vulnerable people being present once again.
5. On the 8<sup>th</sup> July 2015, telephone call received from Debbie Rimmington who advised that she had spoken with Mr Booth, who had made some queries regarding having a BBQ at the front of the premise. Mr Booth was advised that the premise licence did not allow off sales, therefore no drinks would be allowed onto the front of the property, and that the area must be sectioned off to stop customers spilling onto Regent Street and the highway.

6. On the 22<sup>nd</sup> August 2015 at 02:24, a report was made to Police of an assault at the venue. It was detailed that a male had approached a female at a charity event and when she had her back to him, he had hit her over the head with the bottle. This had smashed causing a cut on the top of her head and the female required hospital treatment. This incident was crimed, however, there was no CCTV at the location and no independent witnesses that were able to provide a description of the male suspect, therefore police were unable to locate the offender and the complaint was closed.
7. On the 26<sup>th</sup> August 2015, licensing visit with Ann Gallagher following the incident on the 22.08.2015. Mr Booth advised that it was not a glassing as rumours had stated, as they were operating with fully polycarbonate all night. Mr Booth explained that two females were engaged in an altercation, resulting in security staff intervening and ejecting them outside. He went on to explain that a male had then approached a female at the bar and punched her to the side of the head. This resulted in her hitting her head on the bar side and cutting her head open. Mr Booth stated that after this incident, the event was closed down and everyone was asked to leave. Upon inspection of their incident log, it became apparent that neither incident was recorded. Therefore, advice given to both Mr Booth and his head doorman, who was present at the time, regarding the importance of completing their incident log. I also stressed that they should be completing a refusal and ejections log to show their due-diligence. Mr Booth gave assurances that this would be done. In addition, I also stressed that it was best practise to brief all security staff prior to them working and to keep a written record of this. Mr Booth advised that because of this incident it had become evident that their camera system was not adequate; therefore, replacement cameras would be installed before the weekend, which would record for 28 days.
8. On the 2<sup>nd</sup> September 2015, licensing visit with Debbie Rimmington. Spoke with Mr Booth regarding complaints received from Youth Services of drunken youths



entering the venue. I advised that PCSO's had also received complaints from the interchange that on his youth nights they had seen an increase in drunken youths loitering and causing a nuisance. Mr Booth asked our opinion on employing a member of security staff to monitor Mandela Gardens before the venue opened, to establish who was drinking to ensure they were refused entry. We advised against this and stated that we did not feel that it was appropriate. We explained if youths were in Mandela gardens then they were not on the boundaries of their premise, therefore security were not carrying out front line duties by refusing or restricting entry. I enquired if he had a briefing sheet yet for his security staff detailing their duties and to give instruction of where management would like them to be positioned. I explained that this would be discussed with security at the beginning of their shift and the sheet signed to demonstrate that they understood. He advised that he did not, however would ensure that they had one in place for the forthcoming event. I asked if all security were linked via radio, to which he confirmed that they were. He explained that one member of security staff remained at the front of the venue to observe the children as they arrived and directed them to the side entrance, where they were asked for ID and had their bags checked. I recommended improved communication between security staff, as complaints had been received that youths were entering despite being visibly intoxicated. Mr Booth stated that he would reinforce this. He advised me regarding an incident that had occurred the previous week, whereby a female had collapsed in the toilets and later admitted drinking before entering the venue. I stressed that was why it was so important to ensure that checks were being completed on the youths to ensure, as much as they were capable, that they were not intoxicated before entry. I asked to see the incident log for this incident only to be advised there was not one. I stressed as I had done the previous week the importance of completing an incident log as well as a refusals and ejections log. Mr Booth advised of an underage foam party that was scheduled to be on a

Friday. We advised against an underage event being held on a Friday night and Mr Booth agreed to move the event to a Thursday.

9. On the 18<sup>th</sup> September 2015, email received from Inspector Julie Mitchell regarding information from PCSO Alison Wales raising concerns in connection with a recent foam party at the location. For more information please refer to PCSO Alison Wales statement.
10. On the 18<sup>th</sup> September 2015, spoke with Mr Booth regarding the issues raised from the foam party the previous night. Mr Booth advised that all in attendance were supervised and a number of teenagers were spoken to about getting changed, due to underwear being clearly visible through their clothing. He stated that most had brought a coat, towel or change of clothes and parents collected the majority of those attending. However, he stated that he was aware that approximately 6 youths did wander off towards the Town Hall and another group made their way to the bus station.
11. On the 1<sup>st</sup> October 2015, email received from PCSO McFadzean, regarding observations made outside Hot Spot on the 30.09.2015. Please refer to PCSO McFadzean's statement for more information.
12. On the 5<sup>th</sup> October 2015, telephone call made to Mr Booth to raise the concerns that PCSO McFadzean that brought to my attention. Mr Booth advised that he had a gaming session on upstairs that day with Xbox competitions and that the area had been sectioned off; with their own separate entrance/exit to get upstairs. Mr Booth stated that he was aware of the group outside; alleging that the young male had a relative that was frequenting down stairs so had gone outside to speak with him. However, Mr Booth stressed that this was only for a short period and that the young male was not drinking at any point. Mr Booth stated that he had been present all day and had been monitoring the youths who had they gone outside.

13. On the 14<sup>th</sup> October 2015, licensing visit at Hot Spot to discuss Pubwatch. Mr Booth asked if there would be any objection if he were to apply for an adult entertainment licence. I advised that I would suspect that it would be met with objections due to him hosting weekly underage events in the venue.
14. On the 16<sup>th</sup> October 2015 at 22:25, Police received a call reporting large groups of people fighting outside the location. At 22:31, Police received a further call from a taxi driver stating that it was 'all kicking off at the location, no cars can get down. Big fight going on, seems to be a big riot going on; bouncers will not be unable to cope with it'. 'Approximately 50 people in the crowd'.
15. On the 19<sup>th</sup> October 2015, I carried out a licensing visit with Debbie Rimmington. Spoke with Mr Booth regarding problems at the party on the 16.10.2015, also present were two security staff who worked on the night in question. Mr Booth stated that initially they were advised that the party would only be 100-150 people therefore; they only had 2-security working, with bar staff. I advised that even if there were only 150 people at the event, I did not feel that two security staff was adequate for an 18<sup>th</sup> birthday party, with the potential problems that can arise when dealing with underage. Mr Booth advised that there were two fights in the bar that security struggled to deal with. Explaining that one member of security was dealing with a female who was unwell and being sick in the toilets and the other was dealing with another matter inside. I advised I had concerns over insufficient security cover and made comment that a designated member of staff should have been dealing with the two matters mentioned. I queried who their first aider was, to which I was informed that it was a member of staff, but he was 'swamped on the bar'. Mr Booth was advised that his and his staff's first priority should be to the welfare of injured/unwell customers, leaving the bar to other staff members. It was stressed that better policies should have been in place so that staff knew their responsibilities i.e. to administer first aid and what to do in an emergency. The security staff present explained that another fight started inside

that then continued outside, resulting in large groups exiting the venue to watch on the street. They explained that it was at this point that the Police were called and the venue had been closed. I advised that there was clear lack of management at the event, and that either he or the DPS should have been present to make decisions and ensure that people carried out their duties. We advised Mr Booth that if expected numbers were 100-150, then the event should have been capped at this figure to enable the correct ratio of staff to customers. It was stressed that it was the venues responsibility to manage their own customers and ensure that they have adequate measures to do so. I explained that them closing the event with no warning of the problems, led to 300+ people on the street with the majority underage and nowhere to go, thus having a negative impact on other venues in town also. Mr Booth advised he had asked the security company for additional staff, only to be told that there was none available. He went on to say another licensed premise had four security staff working who were 'doing nothing'. I stressed that it was their responsibility to ensure that they had the correct number of security and staff working for an event and not to rely on others to offer support. I explained that to remove security staff from another venue, who had deemed it necessary to have that level of security present, could potentially have left them vulnerable. I stressed that I was extremely concerned due to the basic procedures and measures that were either not in place or were over looked for the event. I asked to see their incident log, of which it detailed two incidents inside and the large fight outside, however there was no mention of the female unwell in the toilets or the other matter that the other member of security was dealing with. I explained that all incidents needed to be logged regardless of how small or large. Mr Booth asked his security who were present to 'take on board what we had discussed'. I advised Mr Booth that it was managements responsibility to give direction to security and bar staff as to what policies to

enforce. It was reiterated regarding briefing of security staff and the importance of written evidence of this, to which Mr Booth stated that he understood.

16. On the 19<sup>th</sup> October 2015, telephone call received from Mr Booth. He said due to the 18<sup>th</sup> birthday party being cut short the previous weekend, he had offered the girl an opportunity to hold the party again, at the venue, this weekend. Mr Booth went on to say that he felt bad that the event had been closed down, meaning that the girl had been unable to celebrate her birthday and felt responsible for the problems that occurred. I advised that there were many issues at the premise, for which some the event holder was also accountable for, especially as it was her guests that had caused the fighting and problems in the first instance.

17. On the 19<sup>th</sup> October 2015, telephone call with Mr Booth who stated that he had spoken with the girl who had assured him that the party would only be for close family and friends. I had my reservations regarding the attendees and reminded Mr Booth that her previous assurance was that it would be only 100-150 people attending the party on the 16.10.2015. I advised I could foresee the same people attending the event with similar problems occurring and potential repercussions following the last incident. I stressed to Mr Booth that I would strongly advise them against holding this event again.

18. On the 20<sup>th</sup> October 2015, telephone call received from another Town Centre licensee regarding the event that had taken place at Hot Spot on the 16.10.2015. They stated that they had heard that it was taking place again and that threats had been made on Facebook about 'smashing the place up', with people implying that they would go looking for individuals that were involved in the fighting the previous week.

19. On the 20<sup>th</sup> October 2015, telephone call received from Mr Booth. I advised Mr Booth regarding the information received from the licensee that I had spoken with and the threats that they had seen on social media sites. Mr Booth stated that he was aware of this, as he had seen several comments himself on Facebook. I

queried the rationale behind the event still being allowed to go ahead. I stressed that if he let the event go ahead, he did so being fully aware of the threats that had been made on social media and the problems that having the same group of individuals together could have. Mr Booth stated that he understood what I was saying, however 'at the end of the day we are a nightclub and need to remain in business'. I stated that although I acknowledged this, they needed to ensure that they were running the venue safely and responsibly. Mr Booth advised that he would be holding a meeting that night with DPS, Directors, Mr Palmer, himself and other interested parties to establish if the event should go ahead or not. I advised Mr Booth that other licensees were extremely concerned regarding this event being held and potential problems reoccurring. I stated that as his decision had an impact on the rest of the Town Centre; it was important that a decision was made quickly so that other licensees could be made aware, to enable them to get additional resources in place. I asked Mr Booth to notify me of their decision as soon as one had been made, to which he assured me that he would do. I requested once more the contact details for the DPS.

20. On the 20<sup>th</sup> October 2015, telephone call made to DPS Mr John Linacre, who advised that he was currently in a meeting to decide whether the 18<sup>th</sup> birthday party should go ahead. Mr Linacre advised that he had with immediate effect, enforced that no under 18s were allowed in the venue on any Friday or Saturday nights, stating 'it is a night club and needs to be treated as one'. He stated that should under 18s wish to frequent the venue, then this must be done on the designated nights.

21. On the 20<sup>th</sup> October 2015, further call from Mr Linacre who informed me that the event had been cancelled for this forthcoming weekend, stating that it would be advertised on their website that it was business as usual. I raised concerns with Mr Linacre that had been highlighted the previous day with Mr Booth in connection with the event on the 16.10.2015, regarding lack of security and staff

present on the night, no policies and procedures outlining roles and responsibilities and the fact that neither Mr Booth nor himself were present. Mr Linacre stated that he understood and had already had a meeting with Mr Booth to address some of the issues that I had raised. I asked if additional training would be given, to which he stated that they had recently had a change of staff, so training would be reviewed.

22. On the 20<sup>th</sup> October 2015, text message received from Mr Booth advising that the event was '100% not going ahead'.

23. On the 4<sup>th</sup> November 2015, telephone call made to Mr Booth who advised that he had an underage foam party on the 12.11.2015. Mr Booth advised that in order to gain entry people must have a change of clothes and a towel; in addition, there would be a monitored changing area. A meeting was arranged to discuss this and another scheduled event.

24. On the 9<sup>th</sup> November 2015, a licensing visit was carried out with Debbie Rimmington. Discussed forthcoming 'rave' event and plans in place with event organiser. Mr Booth was also present and again discussed the 18<sup>th</sup> birthday party that was closed down on the 16.10.2015. He advised that following the event he had removed both the security staff that had been working that night. He went on to say that he felt that they were largely responsible, due to various 'bad calls' that they had made throughout the night, which ultimately in his opinion led to the event being closed down. I stated that although the door staff had to take some responsibility for the falling of the event, I stressed that lack of management was a major contributing factor. I stressed that the security staff were making decisions that were not in their remit and should have been made by either the DPS or another member of staff with delegated authority. I stated that this did not happen nor were expectations set out to them prior to the event-taking place i.e. to cap the event at 150 people, which I stressed again, was a failing by management. I queried if the 18<sup>th</sup> birthday party had been rescheduled, to which

Mr Booth stated that it had and alleged that he had told me of this. I stressed that the last conversation I had with him both Mr Linacre and himself was them informing me that the event was cancelled, with a text message received from him stating that the event '100% not going ahead'. I stressed that at no point had I had any further discussions with either him or Mr Linacre in connection with this birthday party, nor was I notified that this was going ahead. We advised that following our meeting on the 19.10.2015, further information had come to light that the wristbands were being distributed by the female whose birthday it was. I stated that as a result numerous underage were being served in the venue, to which Mr Booth stated that this had also been brought to his attention. Debbie also advised that a complaint had been received that drugs were being openly taken inside the club at the tables. We discussed the forthcoming foam party. Mr Booth stated that he had stipulated that attendees must bring a change of clothes, to prevent such problems that occurred at the last event. Initially Mr Booth stated that there would be lockers available for belongings, however it became evident that there were not enough lockers for the numbers expected to attend and no plan in place to resolve this. Discussed processes in place for changing areas for both males and females after Mr Booth initially stated that 80 females could use the ladies toilets to change. Upon inspection of the toilets and the small number of cubicles present, it was deemed that the toilet was only suitable for approximately 15 females.

25. On the 10<sup>th</sup> November 2015, spoke with Mr Linacre to relay concerns that I had discussed with Mr Booth the previous day in connection with the 18<sup>th</sup> birthday party. Mr Linacre advised that Mr Booth had assured him that I was aware and had been notified of the rescheduled 18<sup>th</sup> birthday party. Discussed the foam party and the problems highlighted with belongings, to which Mr Linacre came up with a solution. Mr Linacre stated that he would be having a meeting with Mr Booth and would ensure that I was notified of all up and coming events.



26. On the 17<sup>th</sup> November 2015, telephone call made to Mr Booth to obtain details for forthcoming derby football game, to establish opening times and number of security working. I also requested that he send me details of all up and coming events.
27. On the 21<sup>st</sup> November 2015, email received from T/Inspector Andrew Norton regarding event at Hot Spot on the 20<sup>th</sup> November. Please see T/Inspector Andrew Norton's statement for more details.
28. On the 23<sup>rd</sup> November 2015, licensing visit carried out with Debbie Rimmington, also present was Mr Christopher Palmer, Mr Linacre and Mr Booth, to discuss the incident on the 20.11.2015. I advised Mr Booth that I had spoken with him only last week and requested that he send me details of all up and coming events, however I stated that despite this I was unaware of the birthday party on the 20.11.2015. Mr Booth alleged that he had told me about this when I had contacted him for details in connection with a forthcoming football game. I stressed that when I had spoken with him he had informed me of a party that was taking place after the football match; however, there had been no mention of any party that was scheduled for the 20.11.2015. Mr Booth, Mr Linacre and Mr Palmer were advised that there were issues with wristbands once again. Explaining that police had reported that a female member of staff, who appeared to be extremely intoxicated, was issuing the bands from behind the bar and that the wristbands were being swapped amongst customers. In addition, it was reported that people over the age of 18 were purchasing drinks and then passing them on to people who were underage. Mr Booth alleged that the female member of staff that we were referring to was off duty and had taken it upon herself to go behind the bar. He alleged that as soon as staff were aware of what she was doing she had been removed. Initially Mr Booth informed us that only security staff were issuing wristbands, therefore we queried how the member of staff had possession of the bands and why they were behind the bar. Mr Booth stated that

the wristbands had not been stored in a secure location; therefore, 'someone must have got hold of them'. Upon inspection of the wristbands, there were clear flaws in the design as they could easily be removed and re-sealed. At this, Mr Booth then said that he had other bands that were of better quality and asked that we try these. Again, we were able to remove the band and reseal it, demonstrating that the bands could have been passed between customers of all ages in order for them to purchase an alcoholic drink. It was queried whether people were still being challenged at the bar despite the wristbands being used, to which Mr Booth alleged that they were. Therefore, we asked to see their refusals log, to which he stated that it had not been completed on the night. We asked who was responsible for challenging customers with alcoholic drinks whilst they were inside the venue, to ensure that they were old enough. Mr Booth alleged that he had asked his security staff to do this. We asked if he had briefed his security staff prior to them starting work and had these instructions documented, to which Mr Booth stated that he had nothing to confirm that a briefing had taken place. It was queried with Mr Booth why he had failed to carry out a briefing, as this had been discussed previously on more than one occasion. As it was evident that their refusals, ejection and incident log had not been completed, Mr Palmer asked if the toilet checks had been completed, to which Mr Booth demonstrated that these had not been done since July 2016. We asked who was supervising on the night in question, to which Mr Booth stated that he was. Therefore, it was stressed that it was his responsibility to ensure that the logs were being completed and that checks were being carried out on the door. However, it was pointed out that ultimately the responsibility lie with Mr Linacre as the DPS and Mr Palmer as the Premise Licence Holder. Mr Palmer stated that some youths may have already have been intoxicated upon entry and that they 'could only do as much as they could'. We advised that this was correct, however it was evident that the wristbands were not at all effective, that bar staff (whether

they were working or not) were issuing bands and could have been serving to underage. We went on to say that there was no evidence that challenges were being carried out to people upon purchasing an alcoholic drink, nor that any challenges were taking place randomly inside the venue. We asked if people were being searched upon entry to ensure that they were not smuggling in alcoholic drinks. Mr Booth alleged that his security staff had been asked to do this, however again he was unable to provide any proof that these were his instructions. Mr Booth, Mr Linacre and Mr Palmer were asked why underage had been allowed into the venue when Mr Linacre had previously enforced that Friday and Saturday nights were strictly 18+. Mr Booth stated that it was a 'private party' and that underage had been allowed into the venue until 23:30, but that the party was booked until 03:00. Mr Palmer stated that he felt that the party should not have been allowed to continue until that time and both Debbie and I stressed we felt that 23:30 was too late for underage to be in the venue, especially given that it was a Town Centre premise. I asked what provisions they had in place to ensure that any underage got home safely, as we stated that they could not guarantee that a bus service was still operating at that time. Their response being that they felt that it should be down to the individuals parents to ensure that they got home safely. We stated that this could not be relied upon, explaining that they had an element of responsibility to underage frequenting their venue. Mr Booth alleged that there were 700+ customers present for the party. I advised that expecting all under 18s to leave the party at 23:30 was a naive expectation, due to their only being 6 security staff working and a number of staff. We asked Mr Booth, Mr Linacre and Mr Palmer how they had intended to eject all underage from the venue when they were amongst a large crowd of people, to which there was no response. Mr Booth stated that he had spoken with the Police Officer who had given them time to correct the situation as he felt that he had it under control. Mr Booth went on to say that, it was when the Inspector arrived that the event

was closed down, despite Mr Booth still feeling that they had it under control. I stressed that the Officer who had attended initially had given him some time in order to try to resolve the problems; however, upon his return, with no improvement he had alerted the Inspector. I explained that ultimately the Inspector did not have confidence in the management or staff when he frequented the premise and felt that the only option would be for the venue to close, which was done voluntarily. I stressed that this was not done lightly and would have been a last resort. Mr Palmer asked what impact this had, to which I advised that this resulted in Police resources being extremely stretched and left numerous individuals underage vulnerable in the Town Centre in the early hours of the morning. It was also highlighted that a number of underage had then gone into the Town Centre and had tried to gain entry into other licensed premises, which had then caused problems for other venues. I informed them that this was the second birthday party in a month that had been closed either by the venue or upon the request of the Police because staff/management were unable to cope or manage the customers present. We advised that due to continuous problems and safeguarding concerns at the venue, we would be placing them on an action plan. All points of the action plan were discussed and agreed except the point of 'over 18s only on Friday and Saturday nights'. Their concern being that this action did not leave them able to cater for functions. It was agreed that another meeting would be arranged and that we would discuss this point further after consideration.

29. On the 24<sup>th</sup> November 2015, telephone call made to Mr Linacre to enquire if he was aware of the arranged event for the coming Friday. Mr Linacre stated that he had only been made aware of the event within the last 30 minutes during a meeting with Mr Booth. I asked who had taken the booking to which Mr Linacre confirmed that it was Mr Booth. I queried why Mr Booth was taking such bookings without consultation with himself. Mr Linacre assured me that he had advised Mr

Booth that it was over 18s only to the event and that everyone must produce identification upon entry. Advice given regarding capacity and ratio of security staff. Further meeting arranged to discuss additional concerns that had been raised from the event on the 20.11.2015. I advised Mr Linacre that a licensing visit would be carried out at the weekend and officers would be challenging anyone that they felt were underage. Also advised that the email that I had received lacked information.

30. On the 25<sup>th</sup> November 2015, licensing visit with Debbie Rimmington also in attendance was Mr Palmer and Mr Linacre. PS Simon Booth was also present initially to obtain the CCTV footage from the 20.11.2015. However, it became apparent that the CCTV was of little or no use. The cameras were of very poor quality with no date stamp and were only focused on the bar areas. It also became evident that neither Mr Booth nor Mr Linacre knew how to use the system, with the possibility that the CCTV had not even recorded as the footage appeared to keep jumping back. Debbie highlighted all the new allegations that had been brought to her attention since our initial meeting on the 23.11.2015. Mr Linacre stated that he was currently reviewing the policies and procedures that were in place at the venue. Debbie advised that at present they were in breach of conditions on their premise licence due to the quality of the CCTV. The points on the action plan were agreed and the action plan signed by Mr Linacre. Mr Palmer stated that although initially he had not agreed that Friday and Saturday nights should be 18+ only, he now agreed that this was the only way that they could safeguard anyone under the age of 18. Stating that through the facts and hearsay information that had been relayed to them, it was evident that they were unable to manage events with mixed ages. Mr Palmer asked Mr Linacre if the youths were searched upon entry to ensure that they were not smuggling their own alcohol in. Mr Linacre stated that he was not sure of this and would speak with security staff to ensure that the necessary checks were completed. Mr Palmer asked how the

security staff were not at fault for losing control of the event at the weekend. Debbie advised that the security staff had accepted some responsibility, however they had stressed that there was no direction or management from supervisors, staff were failing to do their jobs and had been abusive to security staff when they had tried to enforce things. Advice was given regarding the forthcoming birthday parties now the action plan was signed and appropriate times were discussed should the event take place during the day. Please see Exhibit KG1 for Action Plan.

31. On the 25<sup>th</sup> November 2015, text message sent to Mr Linacre recommending that should the birthday party take place on Saturday that it end at 17:00, which would allow two clear hours before people would start frequenting the night time economy.
32. On the 29<sup>th</sup> November 2015, minor breach of the peace identified at the venue by Police with customers refusing to leave. No issues after Police intervention.
33. On the 15<sup>th</sup> December 2015, telephone call made to Mr Linacre in connection with a college party scheduled for the 20.12.2015. Advised that although they had measures in place for the event, I did not feel that the times of the event were appropriate for minors in attendance. I advised that 01:30 for the event to be closed was too late for a 16 year old frequenting a Town Centre venue, especially as the only means of getting home, should a lift not be available, would be a taxi, as there would be no buses at that time. Mr Linacre stated that it should be down to the parents to be responsible enough and pick them up. I advised that we had discussed this previously, stressing that this could not be relied upon. Mr Linacre stated that he was aware that 16 year olds frequented the Town Centre, therefore did not see it as an issue. I advised that I was not denying that underage tried to gain entry into licensed premises, however that was why security staff were employed and relevant checks completed at the bar to prevent them from entering and being served. I explained that in this instance they were inviting

underage to frequent their venue and attend the event. Therefore, they had an element of responsibility for the minor's welfare.

34. On the 16<sup>th</sup> December 2015, telephone call made to Mr Palmer to discuss concerns regarding the college party. Mr Palmer was advised that Debbie Rimmington was also present and that he was on loudspeaker. Mr Palmer advised that he had spoken with Mr Linacre and Mr Booth and felt that closing at 00:00 was a good compromise. We stressed that we still felt that this was too late due to lack of public transport at this time. Mr Palmer stated that he did not feel it was fair that we were placing all the responsibility on themselves as a venue to ensure that the individuals got home ok. We explained that they were inviting underage into their premises for the event; therefore, they had a duty of care to ensure that there were adequate means for the children to get home safely. It was suggested that they contact the college due to this being a 'college run' event as Mr Booth had advised, to ask what measures they have or will be putting in place, due to concerns raised from both BMBC and SYP. Mr Palmer stated that he would do this, as it was not financially viable to close the event at 22:30. We advised that this was not our request. We explained that our concerns were with the time that under 18s were permitted inside the venue. Mr Palmer stated that they were 16/17 and not young children, to which we explained that they were still minors and classed as children until they were 18 years old. Mr Palmer stated that upon entry everyone would be asked to look at the CCTV that is now installed at the entrance, so that everyone's image was captured upon entry. We advised that at present we did not have any concerns regarding security measures, but with the times that underage were allowed into the venue. Mr Palmer stated that he would speak with Mr Linacre and ensure that the college were contacted and then would get back to us.
35. On the 16<sup>th</sup> December 2015, further telephone call received from Mr Linacre. Mr Linacre was advised that Debbie Rimmington was also present on loudspeaker at

the time of the call. Mr Linacre advised that he and Mr Booth had had a meeting and had reviewed the event and had now agreed to close at 00:00. We advised that we felt 00:00 was still too late. Mr Linacre stated that they had put everything in place that they could, i.e. wristbands, security and had employed a personal licence holder to be present at the event; therefore, they did not feel that they could do anymore. I advised that the reason that the venue had been placed on an action plan was ultimately because of parties that were not controlled that had mixed ages in attendance. We asked Mr Linacre why the event was being held so late and why it could not be started earlier to allow under 18s to attend and leave at an appropriate time, with the event then continuing for over 18s. At this, Mr Linacre did not comment and stated that the event was going to go ahead regardless.

36. On the 16<sup>th</sup> December 2015, further telephone call received from Mr Linacre who advised that he had discussed the event further with Mr Booth and had agreed that under 18s would be allowed into the venue until 23:00. However, anyone that was able to prove that they had safe means of getting home, such as a lift from their parents or a taxi, would be allowed to stay. We asked Mr Linacre how they were going to regulate this and check this information, i.e. to contact their parents or taxi companies. At this, Mr Booth stated that he would personally make contact even if it were required for 200 people. It was stressed that this would be extremely time consuming and hard to manage and enforce, to which Mr Linacre agreed. We advised that we had spoken with Mr Palmer and discussed contact being made with the college, to ask if they had put any measures in place to ensure student safety, with them requesting the event for the times specified. Therefore, we recommended that Mr Linacre do this and get back to us once again.

37. On the 16<sup>th</sup> December 2015, telephone call received from Mr Linacre who advised that someone from the student union had requested the event, therefore



was not something that had been requested from the college itself, as we had previously been instructed. Mr Linacre advised that they were happy to change the times with the event now starting at 19:30 with under 18s being asked to leave the venue at 22:30.

38. On the 16<sup>th</sup> December 2015, telephone call received from Mr Palmer who reiterated the changes for the event on the 20.12.2015. I confirmed that I was happy with the reviewed opening times.
39. On the 17<sup>th</sup> December 2015, I was copied into an email from Debbie Rimmington to the Safeguarding Officer at Barnsley College, bringing to their attention the event on the 20.12.2015. Please refer to Debbie Rimmington's email for more information. Exhibit KG2.
40. On the 25<sup>th</sup> December 2015 at 04:28, report to Police from male stating that he had been assaulted at the venue and had received minor bruising. A crime was recorded; however, the complainant then did not wish to pursue the matter.
41. On the 4<sup>th</sup> January 2016, telephone call made to Mr Linacre to advise regarding incident on the 25.12.2015. Mr Linacre stated that he had not been made aware of the incident, however would check paperwork. Mr Linacre advised that the venue would be closing shortly for a few weeks for improvement work and would ensure that we were notified of any events. Mr Linacre also advised that he would soon be removing himself as DPS from the premise licence.
42. On the 5<sup>th</sup> January 2016, telephone call made to Mr Linacre to arrange to visit to review the remaining action points on the action plan. Whilst on the phone Mr Linacre informed me that over the festive period he had to pull an event that Mr Booth had organised for his birthday on the 02.01.2016. Mr Linacre explained that the party was for both under and over 18s and had been scheduled to start at 18:00. Mr Linacre also advised that Mr Booth had been working with the female again who was underage that had caused problems at the previous events, stating that she had been promoting this event on her Facebook site. I advised Mr

Linacre that to hold the event would have been a breach of their action plan, as Friday and Saturday nights were strictly 18+. Mr Linacre stated that he understood this, which is why he had pulled the event. Mr Linacre again informed me that he would be leaving the venue shortly, stating that he did not feel in full control at the premise and was not prepared to risk his licence.

43. On the 6<sup>th</sup> January 2016, email received from PCSO McFadzean regarding the event on the 02.01.2016. For more information please refer to PCSO McFadzean's statement.

44. On the 11<sup>th</sup> January 2016, I attended a meeting at Hot Spot in attendance was Mr Linacre, Mr Palmer, Debbie Rimmington, and Licensing Manager Benita Mumby. We advised the purpose of our visit was to review the action plan and discuss beaches that had taken place. I advised regarding the information that had been given to me from PCSO McFadzean. Mr Linacre stated that he had cancelled the event on that night, however was aware that a private party was taking place but with 18+ only in attendance. I stressed that the event on the 02.01.2016 was a clear breach of the action plan, as the party was held on a Saturday. I explained that there had been a further breach of the action plan, as it specified that all planned events had to be authorised by the DPS. However, as Mr Linacre stated that he cancelled the event, it clearly went ahead without his knowledge. Mr Palmer stated that he had seen Mr Booth on the night in question at 21:00 and he had asked him specially if he had anything planned at Hot Spot and whether there would be any underage present. Mr Palmer stated that Mr Booth informed him that there was a party planned, but that no underage would be there. It was queried why an hour and half previous Mr Booth had confirmed with PCSO McFadzean that underage would be allowed into the event and would have their hand stamped upon entry? Mr Palmer queried whether the underage that would be present would be Mr Booth's family members. Mr Palmer was advised that the youths that were spoken with at the bus station were known to the Police and

there were no known family links to Mr Booth. I stressed that I had specially requested that an email be sent prior to any event taking place, notifying me of what the event was, how many people were expected, who was in charge at the event and the number of security staff employed. I stated that I had not received an email at any point notifying me of the event on the 02.01.2016, which was another breach of the action plan. Mr Palmer was also advised that we had received information that the female who had been previously linked to underage in the venue, had again being promoting events for the premise, specially this one on her Facebook website. We advised that at a previous meeting we had been assured that she had nothing to do with the premise anymore and was no longer employed. Mr Linacre confirmed that he had not instructed this female to carry out any promotional work and had not re-employed her. We asked Mr Palmer and Mr Linacre whether Mr Booth could have asked her to carry out promotional work for the venue, to which they stated that they did not know. We asked Mr Linacre and Mr Palmer if Mr Booth was aware of the action plan, to which Mr Linacre stressed that he was fully aware of what was expected of them and had seen the action plan. We asked what Mr Palmer intended to do to alleviate our concerns with Mr Booth and the management of the venue. Mr Palmer stated that he could not commit to what action he intended to take at present, as he would have to seek legal advice as to what he was permitted to do with the lease that he had entered into with Mr Booth. The remaining points on the action plan were reviewed and training logs that had been completed with staff were inspected. Debbie and I were shown the CCTV and it was recommended that they review the positioning of some of the cameras, as the cameras behind the bars did not capture any customers, just staff. It was also recommended that they have a camera positioned on the dance floor.

45. On the 11<sup>th</sup> January 2016, small additional meeting held with Mr Booth, Mr Palmer and Benita Mumby. Please see Benita Mumby's statement for more details.
46. On the 13<sup>th</sup> January 2016, information received via email from PCSO McFadzean, in connection with information that she had received from a nominal at the bus station. Please see PCSO McFadzean's statement for more information.
47. On the 25<sup>th</sup> January 2016, meeting with Debbie Rimmington and Mr Palmer. Mr Palmer was asked where he was presently with Hot Spot and whether he had yet sought legal advice. Mr Palmer advised that he did not need to seek legal advice to know that should he serve Mr Booth with an eviction notice, then he would 'come back with a compensation claim'. Mr Palmer alleged that Mr Booth had spent over £70,000 so far on improvement work in the venue, therefore he would be seeking compensation for this should he ask him to leave. Mr Palmer stated that following the meeting two weeks ago and the subsequent meeting that involved Mr Booth, Benita and himself, he had 'told' Mr Booth that the young female was banned from the venue. Mr Palmer was advised that even if she was banned from the venue, which would prevent her from gaining entry, then this did not prevent her from still being employed or promoting events at the venue. I advised that I had received some information from PCSO McFadzean after she had spoken with a male at the bus station. I stated that this male had confirmed that they organise events with this said female for Hot Spot and that there is regularly underage in the back room, alleging that Mr Booth had told them that Police had approved this. Mr Palmer stated that he was aware of underage being present on the 02.01.2016, as it had been discussed during the separate meeting that had taken place with Benita Mumby, with Mr Palmer stating that Mr Booth had 'near enough admitted that underage had frequented the venue on that night'. I discussed the 'dance classes' that were being held at the venue on

Friday's for children and adults and asked for more details, enquiring as to what ages they were aimed at. I advised that neither Mr Booth nor Mr Linacre had included this event in their email that I had requested they send of all up and coming events as per the action plan. Mr Palmer stated that he was not aware of such an event and would need to speak with Mr Booth about it. It was explained that the action plan stated that it was strictly 18+ on Friday and Saturday nights, therefore we would have expected, even out of courtesy, an email advising us of the event that was being held. Debbie advised Mr Palmer that she had a meeting with their BMBC Safeguarding team and further enquiries were being made. Mr Palmer asked if it would be possible to have photos of the underage youths that were frequenting the venue, so that door staff could refuse them entry. I advised that SYP would not be able to supply such information due to them being minors. Mr Palmer asked why PCSOs were not walking up to their venue to advise that there were underage in the Town Centre and who to look out for. We advised that this was an unrealistic expectation, and stressed that it was not the PCSO's responsibility to alter all licensed premises to underage that were in the Town Centre. Debbie also stressed the circumstances for this venue were different, in that these individuals were being allowed into the premise and were being invited, for example the event that took place on the 02.01.2016. Mr Palmer stated that there were some very good fake IDs being used at present. At this we agreed, explaining that as long as a venue had done everything in their power to ensure that the ID that was being presented was legitimate, then they would not be held responsible. Mr Palmer advised that in several weeks the DPS would be changed over to Mr Booth's partner. Concerns were raised in connection with this in relation to communication and compliance, as it was outlined that evidence suggests that at present Mr Booth does not abide by the action plan that has been put in place. Mr Palmer stated that this would be something that we would need to address with her. We assured him that as soon as she was in position

then we would have a meeting, but until then she was not technically connected to the venue. Mr Palmer stressed that he had a meeting with Mr Booth who had assured him that there would be no further events being held, where there would be a mixture of ages in attendance. Debbie asked him to confirm this once again, to which Mr Palmer reiterated once more that there would be no further events with mixed ages (over and under 18 year olds). I advised Mr Palmer that if this was the case then this was incorrect. I advised that I had been instructed by Mr Linacre via email that on the 07.02.2016 they would be hosting an 18<sup>th</sup> birthday party, expecting 150 people of which 30 of whom would be underage. Mr Palmer did not comment other than to state that this was not a breach of their action plan. We agreed that this was not a breach; however, it did go against Mr Booth's assurance that he had made with him, of no further events with mixed ages in attendance. Debbie discussed with Mr Palmer an enquiry that BMBC had received regarding the venue applying for a sexual entertainment licence, to which Mr Palmer confirmed that it was not something that he was currently looking into.

48. On the 26<sup>th</sup> January 2016, telephone call made to Mr Palmer. Mr Palmer was advised that Debbie Rimmington was also present at the time of his call and that he was on load speaker. Mr Palmer advised that he had a meeting with Mr Booth after he had spoken with us the previous day. Mr Palmer explained that he had been present whilst Mr Booth had tried calling and subsequently texted the young female advising her that, 'she was no longer allowed into the venue or connected to the premise, therefore did not want her to promote any further events at the venue'. Mr Palmer stated that he had also spoken with Mr Booth regarding the male who had spoken with the PCSO regarding promoting events at the venue and asked if it was their DJ. I informed Mr Palmer that it was not the same male that I had referred to the previous day. Mr Palmer went on to say that this DJ was 17 years old and he had been told that he was no longer welcome to work at the

venue. Mr Palmer stated that he had been discussing the underage events with Mr Booth, who had advised him that present throughout all the events was a Helen Warren, who was employed by BMBC and was 'something to do with Safeguarding'. We advised that we were not aware of this female, however Debbie stated that she would make enquiries. It was also queried whether this female had been present on the events where underage had been drinking and when the events had to be closed due to loss of control, to which Mr Palmer stated that he was not sure. Mr Palmer stated that he had discussed the dance classes with Mr Booth who informed him that the children's section of the class had attracted 10 children aged below 10 years old, all of whom were accompanied by their parents. The age range was again queried as to whether it was aimed at under 10's, open to all ages or whether there was a cap on the age, to which Mr Palmer did not know the answer to.

49. On the 27<sup>th</sup> January 2016, email received from Debbie Rimmington Informing me that she had checked all three BMBC internal databases and asked the Safeguarding Officer for the Local Authority, and found no record of a Helen Warren working for the authority.

50. On the 27<sup>th</sup> January 2016, email received from the Street Pastors detailing their report over the festive period. It was noted that 'On the 20.11.2015 at 22:50 they arrived at 'Hot shots'. (I suspect that this should say Hot Spot, due to name reference and location given) a large crowd of very young people in Eastgate at the back entrance to hot shots. There were lots of 15/16yr olds drinking alcohol and smoking. There were younger children there as well. Spoke to door staff and a 'manager' who confirmed that there was a mixture of under and over 18 year olds. It was a private party. They didn't appear concerned that there was underage drinking, but clearly some of the children would be getting drunk. We spent a lot of time at hot shots, as it happened it didn't get too bad, more security staff turned up and some youngsters were even refused entry.'

51. On the 30<sup>th</sup> January 2016, licensing visit carried out as part of Op Tandem at 2300hrs. For more information, please see PC Matthew Mitchell's statement.
52. On the 1<sup>st</sup> February 2016, email received from Mr Linacre advising me that the event on the 07.02.2016 had been cancelled and that the venue will not be open that night. Mr Linacre stated that Mr Booth had pulled the event after further checks highlighted that the girl would be 17 and not 18 years old.
53. On the 1<sup>st</sup> February 2016, telephone call received from Mr Linacre, who advised that he had been made aware by Mr Booth of a party that was held at the venue on Saturday where someone under the age of 18 attended. Mr Linacre advised that Mr Booth had alleged that this was just one female who was 16, who was accompanied by both her parents and remained with them throughout the night and left with them. However, Mr Linacre advised that he had stressed to Mr Booth that this was a clear breach of their action plan. I agreed that this was a breach of the action plan, stating that I had been made aware of the incident and advised that I had emailed the officer who visited for more details. I advised that I had already spoken with Debbie Rimmington and had arranged to visit Mr Palmer to discuss the further breach and how we were now going to proceed. At this point Mr Linacre stated that he wanted his name off the licence; therefore, advice was given of how he could do this.
54. On the 1<sup>st</sup> February 2016, licensing visit with Debbie Rimmington to meet with Mr Palmer. We advised Mr Palmer that there had been another 'private party' held at the venue, where underage had again being identified. Mr Palmer stated that he was aware of this and Mr Booth had assured him that this was one female who was accompanied by her parents throughout the evening. We advised Mr Palmer that it was irrelevant how many underage were present, the fact that there was any present was a breach of their action plan. Debbie also advised that she had checked their systems for a Helen Warren, the name that Mr Booth had supplied as the member of staff who worked the underage events. Debbie explained that



despite searches made through all BMBC databases and further enquiries with Safeguarding, there was no one known by that name who works for BMBC. At this, Mr Palmer contacted Mr Booth, who confirmed once again that the females name was Helen Warren, to which Debbie reiterated that there was no one working for BMBC with that name connected to safeguarding. Mr Palmer asked if the 18+ on Friday and Saturday nights applied to any other venue in the Town Centre, to which it was confirmed that no other venue had such conditions, because other venues were not on an action plan due to issues identified with underage. We advised Mr Palmer that we were left with no alternative but to apply for a review of the licence. We explained that the action plan had been put in place in November, with a breach a month later. We stressed that with a second breach now taking place, it meant that the action plan was clearly not working; therefore, we were left with no alternative but to complete papers to review the premise.

55. On the 2nd February 2016, email received from PC Matthew Mitchell informing me that there were approximately 3-4 underage present in the private party area of the venue. He stated that they did appear to be supervised by their parents; therefore, he did not feel that it was appropriate to ask for their details at that time.
56. On the 6<sup>th</sup> February 2016, licensing visit as part of Op Tandem. Checks were completed; however, it became apparent that the security briefing had not been completed/signed since 2<sup>nd</sup> and 3<sup>rd</sup> of January 2016.
57. On the 8<sup>th</sup> February 2016, email received from Mr Linacre advising that he had removed himself as DPS from the venue.
58. On the 10<sup>th</sup> February 2016, telephone call received from Mr Craig Allott advising that he was the new DPS for the venue and a meeting was arranged for the 15.02.2016.

59. On the 15<sup>th</sup> February 2016, licensing meeting with Debbie Rimmington and Mr Allott. Mr Allott advised that the standard of the paperwork and the running of the business was very poor, explaining that there was no licensing knowledge and or acknowledgement of any rules or regulations that needed to be in place for any ideas that they had for the venue. Mr Allott advised that he had reviewed files to find that there was no training inside and when he had questioned staff on a basic challenge policy there was no basic knowledge, therefore he intended to implement his own training with staff. We updated Mr Allott with the problems at the venue and the incidents that had led to the action plan being implemented and the subsequent breaches since. We explained that at present we were preparing papers for an application to review the premise licence, to which Mr Allott stated that he fully understood.
60. On the 17<sup>th</sup> February 2016, telephone call made to Mr Allott, to make him aware of some training that was available from Phoenix Futures. Mr Allott advised that he had had a further meeting with Mr Palmer, who had agreed that the premise would be run under his instruction and that Mr Booth would be taking a back step in the running of the venue.
61. On the 17<sup>th</sup> February 2016, telephone call received from another licensee who advised that they had received a promotional advert for an event at Hot Spot on the 26.02.2016, 'Venus Special Dance Troupe'. Please see Exhibit 3 and 4.
62. On the 17<sup>th</sup> February 2016, telephone call made to Mr Allott to advise regarding event on the 26.02.2016. Mr Allott stated that he was not aware of any such event and would need to address this the following day. Advert sent through to Mr Allott via email.
63. On the 22<sup>nd</sup> February 2016, licensing visit with Debbie Rimmington. Spoke with Mr Allott who advised that he had now appointed a bar manager and bar supervisor, with the belief that this would install more accountability amongst staff. He also advised that he is currently putting together all the training

documents for his staff and had created individual training logs. Mr Allott stated that the event on the 26.02.2016 had been cancelled; however, there was a Romanian night scheduled and they had booked two strippers. Mr Allott went on to advise that they now had an events book, where all events had to be recorded, stressing that should an event not be in the book then this would not take place. Mr Allott advised that at present all under 18s had to be out of the venue by 7pm and that underage events were currently under 'negotiation'. Mr Allott stated that he had noticed a number of underage trying to gain entry into the venue, however he had witnessed both security and staff refusing them service. Mr Allott advised that he had now ceased employment with the 17 year old DJ, explaining that he had attended the venue again last Friday, assuming to start work, to which he was asked then to leave.

64. On the 23<sup>rd</sup> February 2016, telephone call received from another Town Centre licensee advising that they had received yet another prompt for the event on the 26.02.2016 with further graphic images displayed on the advert.
65. On the 23<sup>rd</sup> February 2016, telephone call made to Mr Allott to advise regarding telephone call received from another licensee. Mr Allott advised that the promoters were advised the previous week to take down all such advertising. Mr Allott advised that he had tried searching however had been unable to find anything on social media. Advice given to monitor.
66. On the 29<sup>th</sup> February 2016, telephone call made to Mr Allott to arrange a meeting that week. Mr Allott advised that he had cancelled the event at the weekend, as he was 'not happy with how it was being run'. Meeting arranged for the 02.03.2016.
67. On the 2<sup>nd</sup> March 2016, text message received from Mr Allott detailing events for weekend as requested and to cancel scheduled meeting that day.
68. On the 4<sup>th</sup> March 2016, test purchase operation carried out at the venue. The volunteers managed to enter at the door and approach the bar. A male employee

behind the bar picked up a glass initially to serve the volunteers, but was then prompted to complete an age check by another member of staff present. ID was then requested and the volunteers were refused service. Please see PC Paul Carpenter's statement for more details.

69. On the 5<sup>th</sup> March 2016, telephone call made to Mr Allott to discuss the test purchase operation carried out the previous night. Mr Allott advised that it was his bar manager that was initially going to service the minors before another member of staff intervened. Mr Allott advised that he would be addressing this with his bar manager.
70. On the 9<sup>th</sup> March 2016, telephone call made to Mr Allott to request details of forthcoming events. Mr Allott advised that he had gone through all the documentation again with his bar manager following the test purchase operation. A visit was also arranged for the 14.03.2016.
71. On the 14<sup>th</sup> March 2016, text message received from Mr Allott to cancel the arranged meeting.
72. On the 14<sup>th</sup> March 2016, after failed contact with Mr Allott, text message sent advising that I was unavailable Tuesday or Wednesday, therefore the meeting would have to be that day as scheduled.
73. On the 14<sup>th</sup> March 2016, telephone call received from Mr Allott, who advised that he would be unable to make the meeting, therefore it was agreed that Michelle Hudson would make contact and arrange to visit either Thursday or Friday.
74. On the 17<sup>th</sup> March 2016, answer machine message left with Mr Allott by Michelle Hudson asking him to make contact to arrange meeting for that day.
75. On the 24<sup>th</sup> March 2016, answer machine message left for Mr Allott by Michelle Hudson asking him to make contact and to advise regarding the action taken by Health & Safety at BMBC.

76. On the 24<sup>th</sup> March 2016, email received from Outreach and Engagement worker from Addaction/ Immortals Community Engagement Project: Please see email for more details. Exhibit 5.
77. On the 27<sup>th</sup> March 2016 at 23:39, Police received a call to report that a 16 year old had been assaulted inside the venue and had received a punch to the face. The incident has been crimed and is still currently being investigated by Police.
78. On the 30<sup>th</sup> March 2016, telephone call made to Mr Allott, who advised that there did appear to be an improvement with the running of the venue, however, there was still some problems with Mr Booth. An example he gave was that at the weekend they held a children's party at the venue with face painting and a bouncy castle. At this party, Mr Booth then wanted to open up the bar to allow people to purchase drinks, which Mr Allott stated he refused to do. Meeting arranged for the 04.04.2016. I advised Mr Allott that there had been an assault on Bank Holiday Sunday, involving a 16-year-old female, who had attended a 'private party' at the venue. I asked Mr Allot what this 'private party' was, to which he informed me that it was an 18<sup>th</sup> birthday party in the back room. I advised Mr Allott that for the last two weeks, I had failed to receive any notification of any events, which were further breaches of the action plan and I had not been made aware of this event. Mr Allott then alleged that it 'wasn't a party as such but a gathering of the male's friends that were out to celebrate his birthday'. Mr Allott stated that he wanted to look into the matter further and asked if he could call me back in 10 minutes. However, no call was received from Mr Allott.
79. On the 4<sup>th</sup> April 2016, licensing visit with Debbie Rimmington to meet with Mr Allott. Mr Allott introduced us to the new Director at the venue Mr Jamie Griffiths. We asked when this change had taken place, to which we were advised that it was approximately a month ago. We asked what Mr Booth's position was now in the venue, to which we were advised that he was now a consultant and that he was helping run the venue as Mr Griffiths was 'new to this'. We queried with Mr

Griffiths how he had become involved with the venue, to which he advised us that he had been a DJ at the venue on several occasions and 'thought he would give it a go'. I asked Mr Allott if we could inspect this training records, refusal log and incident log. Upon inspection of the training records it became apparent that training had not been completed since December 2015, when we had initially inspected them following the implementation of the action plan. I asked Mr Allott why no further training had been completed with staff, especially after he had stressed on a previous meeting that training and knowledge amongst staff was very poor. I advised that he had assured us some weeks ago that he would be implementing his own training with staff and would be keeping training records. Mr Allott alleged that training had been completed on a one to one basis; however, there was nothing recorded to reflect this. Debbie and I inspected the training that was currently in place from the previous DPS and under the Challenge 21 policy, it quoted that 'privileges' would be given at weddings, birthdays etc. I queried what this meant, especially under the Challenge 21 policy, to which both Mr Allott and Mr Griffiths stated that they did not know. I also queried whether the drugs policy was up to date and being followed, as it made reference to a drugs box, which Mr Allott stated he was unsure if they had one or not. I advised Mr Allott that Debbie and I would carry out a further visit the following week to review all amended policies and procedures and training records. We inspected their refusals log to find that this had been completed. We discussed the details for an event that was scheduled to take place on the 08.04.2016 and Mr Allott advised that they would be using a wristband system. We asked to inspect the bands that would be used. I placed the wristband on Debbie, only for her to rip it off with ease; I was then able to re-seal it on my own wrist. Mr Allott stated that this had 'never happened before' and asked if we could try it again. Another band was placed on Debbie's wrist, however on this occasion she was unable to rip it off without it being apparent that it had been tampered

with. I queried as to why they would use a wristband and not a stamp, as this was not transferable. Mr Griffiths stated that some stamps can be washed off; however, we advised that other venues use very good ink that is water proof that could not be easily removed. Mr Allott stated that he would take this on board and look at using both a stamp and wristbands for future events.

I believe that the contents of this statement are true and I understand it may be placed before the court.

I also understand that the contents of this statement may be shared with agencies working in partnership with the South Yorkshire Police.

Signed.....

Dated





**BETWEEN**

**SOUTH YORKSHIRE POLICE**

Complainant

- and -

**Hotspot (Whispers) Regent Street  
DPS – Craig Allott  
PLH – Springchoice Leisure Ltd**

Respondent

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**WITNESS STATEMENT OF**

**Benita Mumby**

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1. I am the Licensing Manager, employed by South Yorkshire Police currently based at Force Headquarters, Carbrook, Sheffield. I have been in my current role as Licensing Manager for South Yorkshire Police for approximately 4 years. A large part of my role is to liaise with the Licensing Enforcement Officers (LEO) who work across South Yorkshire and provide support and advice where issues are identified within Licensed premises.

Kirsty Green works as an LEO in the Barnsley area and she made me aware of events being advertised at Whispers (FKA Hot Spot), to which under 18's were being actively targeted to attend. Concerns were raised regards these events and incidents which occurred on the nights of these events, a decision was made to ask the premises to sign up to a Voluntary Action Plan. I am aware that the premises agreed to the actions set out in the plan, and this was signed in November 2015.

A breach, of the plan, occurred and on the 11<sup>th</sup> January 2016, I attended a meeting, at the premises, in company with Kirsty Green and Debbie Rimmington, BMBC LEO.

Also in attendance at the meeting was the Premise Licence Holder Mr Christopher Palmer and the Designated Premise Supervisor Mr John Linacre.

At the beginning of the meeting, I introduced myself and stated that I wished to be open and honest about why I was there. I explained that I was considering a review of the premise licence based on the information I was aware of however I would defer that decision until after this meeting and after consultation with both Kirsty and Debbie. During the meeting, matters were discussed in which Mr Philip Booth had involvement and Mr Palmer asked if it would be beneficial, as Mr Booth was on site, to ask him to clarify some issues. We agreed that myself, and Mr Palmer, would speak to Mr Booth in a separate part of the bar area in order for me to ask about some points raised. Mr Booth advised that he had 'pulled' the party, via social media, which he had organised for 2<sup>nd</sup> January 2016, on 28<sup>th</sup> December 2015. He decided, instead, to hold a private party, on that date, for his friends and family. One of the actions was that door security "shall be briefed upon their responsibilities at the start of their shift...", I asked Mr Booth who briefed security and how. He advised me that Ricardo is the Head door man and he would do that when he came on duty, which was 2000hrs. Door staff were briefed via a letter, at the bar, which outlined recent incidents and/or issues. Mr Palmer asked if anyone could access the bar before 2000hrs, Mr Booth replied yes, the side access would be open and that a doorman would have been there from about 1930hrs, possibly Andy, having his tea. The reason this question was asked is due to reference made in PCSO Katherine McFadzean statement that she had spoken to a member of door staff at approximately 1920hrs on the evening of 2<sup>nd</sup> January 2016.

Mr Palmer queried, with Mr Booth, re underage attending on the night of the private party as Mr Booth had told him, on the night of 2<sup>nd</sup> January 2016, at approximately 2100hrs that no underage would be there. Mr Booth said people could pay £2 to get into the party, that wristbands were issued, as is normal, and that under 16's

attending were known to him. When I asked him who these were, he said "acquaintances and friends of acquaintances", I said this would suggest that he did not know, personally, all the underage who may attend. I also asked him how the door staff would distinguish underage "friends", from members of the public, his reply was "these people would say they are attending his birthday party".

Mr Palmer then said that he had witnessed, from the Lazy Pasta premises, door staff turning people away who looked underage. I feel this is a positive comment however whilst Mr Booth tried to say this was as a result of his good work, I reminded him that this was part of Door security's remit and should be expected as a matter of course.

I then asked Mr Booth why, for a private party, he was charging an entrance fee, he replied that it was to cover his overheads and the drink. I asked him, that if I had attended on the night and paid £2, would I have got in, his reply was "probably".

I pointed out to Mr Booth that paying a fee to get into a party, which was open to the public, would be perceived as an event rather than a private party and with under 18's being allowed to attend, this would then mean that part of the action plan had been breached. This being the action "People only over the age of 18 are to be permitted into the venue on Friday and Saturday nights." Mr Booth's response to this was that with New Year's Eve falling on a week day, he hadn't realised that the 2<sup>nd</sup> January was a Saturday.

Mr Palmer asked Mr Booth if Shannon was still involved with the premises and did she get a financial incentive. Mr Booth assured him that she no longer had anything to do with the premise, that she had been there to try and attract custom e.g. birthday parties. When Mr Palmer asked how old she was, Mr Booth replied "coming up to her 18<sup>th</sup> birthday". I was aware that a young female had had an 18th birthday party at the premise, on 16<sup>th</sup> October 2015, which was stopped due to drunken behaviour and fighting. It transpires that this female was in fact the female whom Mr Booth

stated was coming up to 18 and had been employed, by him, to promote the premise.

Mr Palmer told Mr Booth that because he had breached the action plan, and Responsible Authorities had concerns, he had put him in a difficult position and he would have to consider his next course of action. I told Mr Booth that we were not here to tell Mr Palmer to "get rid of him" as this was his decision however that we were concerned over recent events.

Mr Palmer then asked Mr Booth if he would bring him a cup of coffee. Once Mr Booth was out of earshot, Mr Palmer then asked me what I thought. I said I was happy with the conversation however there were a couple of things to mention. The first being that I felt uncomfortable with Mr Booth actively seeking to attract young people, under 18, to attend events in the premise based within a busy Town centre late at night and did not understand why he was doing this. The second was that, in the current climate around underage drinking and being vulnerable, and the safeguards which would need to be in place, why other options, to attract business, were not considered such as Northern soul nights etc. I said to Mr Palmer that I was happy with the conversation, Mr Booth then came back with Mr Palmer's coffee and our conversation ended. Myself and Mr Palmer then returned to where the others were sat.

Before we left Mr Booth showed me a Facebook page on which he had cancelled the advertised party for 2<sup>nd</sup> January, I advised him that I did not question he had done this and to keep this saved in case he needed to provide it at a later date.

On 16<sup>th</sup> February, I had a meeting with Kirsty during which she advised me that there had been a further breach of the action plan reported, this being underage in the premises on 30<sup>th</sup> January 2016, a Saturday evening. We also discussed whether we had exhausted all possible options before looking to submit papers for a premise

review. One option we looked at was of asking Mr Palmer if he would consider adding extra conditions to the premise licence, namely those actions from the Action Plan along with one specific to Safeguarding.

As I was unable to speak to Mr Palmer on the phone, I sent him an email content detailed below.....

"Morning Chris

I have just tried to ring you however you must be busy and there is no voicemail facility for me to leave a message – hence this email. I have had a meeting with Kirsty and during the meeting the matter of Hot Spot was discussed. I am aware that there has been a further breach of the action plan, regards under age on the premises, and that Kirsty has spoken to you about this. She also says that she has informed you that our next course of action is to take the premise to a review. Whilst I agree with Kirsty on this, we always look to ensure we have exhausted all other possible solutions/options prior to submitting papers. An option we would like you to consider is adding conditions to the current licence, namely the actions along with....

"a minimum of one member of staff must be assigned to act as Children's Safeguarder at the premises whenever under 18's are present. This role must be fulfilled in compliance with the guidance and training issued by the Safeguarding Children's Board".

We would also ask that the condition regards CCTV is amended to reflect the system being to SYP spec (information of this would be sent through).

If you would let me know your thoughts on this proposal, I would appreciate it. The best number for me is my office number as my blackberry is with our IT department.  
Thanks  
Benita"

Mr Palmer then rang me and we discussed this. He said he would speak to Mr Booth and get back to me as to its feasibility. During the phone call, he mentioned that a letter had been sent to Philip, which apparently accused him of 'grooming' young people, that Facebook had comments which made the same accusations, that Philip was angry about this and would be seeking legal advice. The letter, of which I have not had sight, was apparently signed as from "BMBC". At no point in any conversation I have been party to, had the word "grooming" been mentioned and I am confident that neither Kirsty, nor Debbie, would have sent such a letter.

On 17<sup>th</sup> February, I received an email from Mr Palmer advising me that he had spoken to his tenant Mr Booth, that he was 'upset' with the latest breach accusation as the 16/17year old female had been at the premise with her parents. Mr Palmer did say that both he and Mr Booth were "keen to work with all relevant authorities for the benefit of all concerned..."

On the 18<sup>th</sup> February I replied to Mr Palmer's email with the following....

"Chris

I was in a meeting with our legal team yesterday regards another licensing issue however the matter of wording of conditions cropped up. As the Govt are trying to streamline licence conditions to make them less vague, more specific and enforceable, I have been advised to request that the condition regards Fri & Sat nights is amended to read....

"On a Friday and Saturday, all under 18's are to be off the premises by 1900hrs- only 18+ to then be allowed entry to the premises."

This would ensure a consistent approach to these evenings and removes any confusion over any person's perception of what "night" is.

I appreciate you are to speak to Phil regards the proposal however I would respectfully ask if you would let me know what your decision on this would be, by Fri 26<sup>th</sup> Feb 2016. This would give a time frame in which to then expect an amended application if that is the next course of action or whether we would be submitting review papers.

Many thanks  
Benita

To date, 11<sup>th</sup> March 2016, I have not had any communication, from Mr Palmer or any other party associated with the premise, that extra conditions were to be added to the licence.

I also understand that the contents of this statement may be shared with agencies working in partnership with the South Yorkshire Police.

Signed.....

Dated.....11<sup>th</sup> March 2016.....

**WITNESS STATEMENT**

Criminal Procedure Rules, r 27.2; Criminal Justice Act 1967, s. 9; Magistrates' Courts Act 1980, s.5B

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Statement of PCSO 8303 KATHERINE MCFADZEAN .....

Age If under 18 Over 18.... (If over 18 insert "over 18") Occupation: PCSO.....

This statement (consisting of 2 page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false, or do not believe to be true.

Signature  (witness) Date: 11-4-2016

Tick if witness evidence is visually recorded  (supply witness details on rear)

I am a Police Community Support Officer within South Yorkshire Police, currently on West LPT stationed at Commerce House, Barnsley.

On Thursday 27<sup>th</sup> August at approx 1900hrs, I was on foot patrol in Barnsley Interchange. At this time, a worker from Targeted Youth Support, approached myself after have found two youths under the influence of alcohol in Barnsley Interchange, one of who had no shoes on. Parents of these youths had to be phoned to collect the children. Also the agency, informed me there was a large amount of youths drunk in the town centre. When approaching unknown youths all stated that they had been into Hot Spot Night Club.

On Wednesday 30<sup>th</sup> September 2015 at approx 1800hrs, I was on patrol in Barnsley Town Centre. At this time, my attention was drawn to a large group of youths gathering outside Hot Spot Night Club, Regent Street, Barnsley Town Centre. I had concerns due to the amount in the group and that the youths ranged in age from 12 years to 20 years. I want to speak with the youths. There was no alcohol seen with under 18s but my concerns were reported to licensing due to the amount of under 18's mingling with over 18's, and the group spilling on to Regent Street.

Signature:  Signature Witnessed by: .....

Continuation of Statement of: PCSO 8303 Katherine McFADZEAN .....

Page 2

Whilst on directed BKRIB patrol on Wednesday 18<sup>th</sup> November 2015 at approx 18:30 I spoke with a 18 year old male who I know and have come in to contact weekly for approx the past 2 years whilst on patrol, outside Bamsley Interchange, Midland Street, Bamsley.

BKRIB patrol is designated multi-agency Child Sexual Exploitation patrol for 2 hours per week.

The 18 year old male informed me that on Friday 25<sup>th</sup> November 2015 he was hiring out Hot Spot Night Club, Regent Street, Bamsley from 2000-0500hrs. The male was hiring it for the purpose of his 19<sup>th</sup> Birthday Party and it would be a private party for the whole venue.

At this time, I had concerns over this male hiring the venue as he is openly a member of the football supporters group, Bamsley Youth Squad.

Also, my other concern was that this male spends majority of his time in and around Bamsley Interchange, Midland Street, Bamsley associating with under 18's. I believed that this party would attract many people who were under 18, and cause issues on Regent Street between Hot Spot Night Club and Bamsley Interchange.

At this time, I reported my concerns to Darren Glover the local tasking officer, my LPT Inspector Julie Mitchell, the local licensing officer and Bus Station Management.

Signature: 

Signature Witnessed by: .....

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Continuation of Statement of: PCSO 8303 Katherine McFADZEAN .....

Whilst on directed BKRIB patrol on Wednesday 18<sup>th</sup> November at approx 18:35 hours, outside Bamsley Interchanges, I spoke with a unknown female approx aged 14/16.

The unknown female wanted to speak with me to pass on concerns she had for Hot Spot Night Club.

The unknown female informed Hot Spot Night Club, was holding underage discos on a Monday and Thursday.


She informed me that Hot Spot Night Club was been referred to as 'BFS' which is short for Bald Fanny Club.

The reason for this nickname is that previously children who are in Year 6 of Primary school, aged 10 and 11 years were attending these nights.

The unknown female also stated that if youths looked under age, they were not allowed into the premises however, they would let them stand at the doors and listen to the music.

The unknown female source stated that she had only been a few times. But on the occasions she had been into Hot Spot Night Club she knew that there were 4 female's under the age of 12 in the venue, also with people over 17.

The information was submitted on a NIR and passed onto licensing.

Signature: 

Signature Witnessed by: .....

Continuation of Statement of: PCSO 8303 Katherine McFADZEAN .....

Page 4

Whilst on patrol on Saturday 2<sup>nd</sup> January 2016 approx 1730hrs I spoke with a 16 year old girl and a 15 year old girl, both who are known to me, in Barnsley Bus Station, Regent Street, Barnsley. Both females stated they were off home to get change their clothes so they could attend 'Phil's Party' at Hot Spot Night Club.

At this time, I informed APS Andy Frogatt over the party, he then asked me to pop in and speak with the door men at this location.

At approx 1920hrs I attended at Hot Spot Night Club, and spoke with a male door man at the front doors. I asked the male door man about a private party been held and he informed me that there was in the back room. Also that underage were to be allowed in with a wrist band, only if they showed ID to prove how old they were.

When I asked for numbers expected and times of the party, the male door man couldn't give me any. At this time, he phoned Phil the manager, further details of Phil are unknown.

I then spoke with Phil on the phone and I informed him that we had intelligence that underage were attending at his venue this evening.

Phil went on to clarify that if 16/17 year olds were attending at Hot Spot Night Club on 25/11/2016 and that they would be allowed in and get a stamp on their hand. There would be two different stamps, one for under 18s and one for over 18s. Phil went on to state that under 18s would be chucked out at 0000.

I then went on to ask Phil if there was a private party and numbers and times for the party.

Phil stated that there wasn't a party and it had been cancelled.

I then went on to explain that I had just spoke with a male door man who just informed me that there was a party.

Phil then went onto to say it was actually his private party, because it was his birthday. When asked for further details he was very cagey and refused.

Signature:  Signature Witnessed by: .....

Continuation of Statement of: PCSO 8303 Katherine McFADZEAN .....

Page 5

Whilst on patrol on 12<sup>th</sup> January 2016, at approx 2100 I was speaking with a 19 year old male, who I know, outside Barnsley Interchange, Midland Street, Barnsley.

This male was informing me that himself, and an unknown female, who is believed to be 17/18 years old, were involved in organising the parties at Hot Spot Lounges. The male stated that you were allowed a party for free if you promise that so many people attend at the venue.

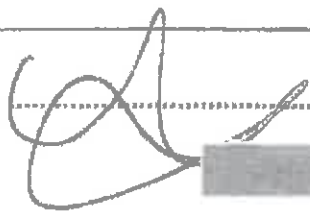
The male openly admitted that the back room is full of under 18s on a weekend night, Friday and Saturday. The male stated that Phil the manager, details unknown, allowed under 18s in the back room of the venue. When I challenged the male on this, he stated that the police had agreed to this. The male went on to mention a system of wristbands and stamps to fill the difference between over 18s and under 18s. He also informed me that under 18's would be ask to leave the premises by 0000.

The male stated that a lot of under 18s enter the building via the back door so as not to be seen by the police or members of the public. The male went on to inform me that at times, the front door can be locked but youths can be in the back room. The male also stated that there was a special knock that was used to gain entry to the rear door to be used by under 18s known to the club.

The male went on to state that he worked for Phil, but not properly, he just helps in bringing people to the venue. Once people are in the venue, the male, would be drinking and working at the same time, and all staff are able to do this, the aim to join in and make it fun. The male stated that the good thing about all the underage youths been at Hot Spot Night Club was they were not in the town.



Signature: .....



Signature Witnessed by: .....



**WITNESS STATEMENT**

CJ Act 1967, s.9 MC Act 1980, ss.5A(3) (a) and 5B; Criminal Procedure Rules 2005, Rule 27.1

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Statement of Alison Wales PCSO 8256 .....

Age if under 18 Over 18 .... (if over 18 insert "over 18") Occupation: PCSO .....

This statement (consisting of 2 page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated anything which I know to be false or do not believe to be true.

Signature ..... Date: Tuesday 15<sup>th</sup> March 2016...

Tick if witness evidence is visually recorded  (supply witness details on rear)

I am a Police Community Support Officer in South Yorkshire Police currently stationed at Commerce House, Westgate, Barnsley with West 1 LPT.

At approximately 20.30hrs on 17<sup>th</sup> September 2015 I was in full uniform on lone foot patrol in Barnsley town centre. At this time I became aware of a large number of young females, under the age of 16, wandering around Regent Street scantily clothed and wet through. The children did not have any dry outer garments and were shivering with the cold. Some of the clothing had become see through and their bodies clearly visible beneath. When asked, they informed me that they had attended a foam party at the Hot Spot club on Regent Street. None of the children I spoke too had coats or dry clothes with them and had not arranged to be collected by parents. I asked where they were going and what they would be doing and was informed by most that they were going around town to look for something to eat.

A short while after seeing the children on Regent Street, some were seen and again spoken to in Peel Square. Their clothing was still wet and see through, and they were all shivering with the cold. Another group was seen around the Interchange on Eldon Street

Signature: ..... Signature Witnessed by: .....

Continuation of Statement of: Alison Wales.....

Page 2

just hanging around and not in any hurry to go home. No parents or adults were see supervising or collecting these children.

Although this event took place In September I remember it being a clear, dry night but cold. I also recall that these children were still in town, cold and wet, as it began to get dark.

Shortly after this took place I was collected by my supervisor PSCO 8147 Robert Peacock and told him of my concerns for the safety and wellbeing of these children. These concerns were passed on to the Licensing Officer and Intelligence Unit.

Signature: ..... Signature Witnessed by: .....

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Statement of Andrew Norton.....

Age If under 18 Over 18.... (If over 18 insert "over 18") Occupation: T/Insp

This statement (consisting of 2 page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it, anything which I know to be false, or do not believe to be true.

Signature A.Norton ..... (witness) Date: 01/03/16.....

Tick if witness evidence is visually recorded  (supply witness details on rear)

I am a Police Officer employed by South Yorkshire Police, currently stationed at Barnsley.

On Saturday 21<sup>st</sup> November 2015 I was working a 17:00hrs x 03:00hrs duty. I was engaged in management of the district wide operation Tandem. This encompasses the management of crime and anti-social behaviour in the night-time economy and intelligence led tasking with regard to risk locations and individuals.

Uniformed officers were detailed to conduct the following activities-

Public order foot patrols of Barnsley town centre, supported by officers in public order vans.

Public order foot patrols of Wombwell town centre, supported by officers in public order vans.

Licensing checks at town centre public houses.

Patrols of high crime / risk areas and arrest attempts for wanted persons, also curfew checks.

Approximately 23:30hrs that date I was contacted by TPS Caines, who requested I join him and his public order van as a matter of urgency at the 'Hot spot' night club on Regent street, where they had been conducting a licensing check. As I drove onto Regent Street, I was confronted by a scene of disorder. Dozens of youths, many underage, drunk and rowdy, blocking the road. Police officers present were struggling to control them. As a consequence, I re-deployed the Wombwell public order van to that location to assist officers in managing the issues. I entered the location and on doing so spoke with, Shadow security management, who had been working a boxing match at the metrodome had come down to help as

Signature: ..... Signature Witnessed by: .....

Continuation of Statement of: Andrew Norton .....

their staff could not cope. Owners of shadow were there and stated they had voiced their concerns over the running of the event to the owner of the premise who ignored them.

On entering the location it was clear that the event was out of control. Numerous youths, many clearly underage were very drunk, rowdy, and staff were doing nothing. I saw a female working behind the bar who was drunk, and she was shouting and swearing, slurring her words. After making enquiries with the staff I managed to locate the owner and after a brief conversation he agreed to close the venue. Between police and security staff we managed to get the youths out and directed towards the interchange and taxi rank. Due to the numbers involved ( well over 100 ) we did not/could not arrest or disperse any. A significant number made their way towards the town centre via the arcade and officers witnessed number of small pockets of disturbance. Police officers were deputed to attend at licenced premises in the town centre and warn licensees and staff of the issues and the fact that they were not to allow any of these underage individuals entry or service.

After approximately an hour the youths had left the area, by taxi or lifts from family. Officers were then able to resume their normal duties.

I would state that the youths involved were between 15 to 17 years of age. Predominantly male. They were clearly underage and could not be mistaken as being 18 or above by any reasonable person.

The effect of this incident was to remove officers from other public order duties and tasking. As such key points in the town centre and in Wombwell were not covered in order to prevent crime and disorder through a high visibility presence.

Had serious disorder taken place at the venue then officers would have struggled to deal due to the numbers involved. Also, our ability to deal with public order matters elsewhere was compromised.

Signature: ..... Signature Witnessed by: .....



**WITNESS STATEMENT**

**Criminal Procedure Rules, r 27.2; Criminal Justice Act 1967, s. 9; Magistrates' Courts Act 1980, s.5B**

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Statement of Matthew John Caines .....

Age if under 18 Over 18.... (if over 18 insert "over 18") Occupation: TPS 3741 .....

This statement (consisting of ... page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it, anything which I know to be false, or do not believe to be true.

Signature ..... (witness) Date: 07/03/2016 ..

Tick if witness evidence is visually recorded  (supply witness details on rear)

I am a Police Officer in the South Yorkshire Police service currently stationed at Barnsley.

On Friday 20<sup>th</sup> November 2015, I was working a 1700hrs x 0300hrs duty in full uniform. I was engaged on operation Tandem providing high visibility public order patrols in Barnsley Town Centre.

At approximately 2300hrs, I was in company with several other officers when I attended at the Hot Spot nightclub on Regent Street. The purpose for this visit was to conduct a licensing check.

On arrival, I noted that the premises were extremely busy. There was a large group of people stood outside the front doors and it was apparent that there were several under age persons present within this group. They were very rowdy and most of those present outside were clearly drunk.

On entering the location, it was indeed very busy. The crowd was mixed, but primarily made up of young person's, many of whom were clearly under the age of 18. Of concern was the fact that many of these youngsters were openly drinking alcohol and many appeared extremely drunk. There were several members of both bar and door staff present but they were apparently oblivious to the ongoing underage drinking.

I identified the manager and DPS of the premises, Phil Booth. He advised me that a birthday party had been taking place and that a wristband policy was in place to identify those persons who were over the age of 18. I expressed my concern regarding the apparent lack of management and Booth assured me that all those under the age of 18 would be vacating the premises by 2330hrs.

Signature: ..... Signature Witnessed by: .....

Continuation of Statement of: Matthew John CAINES .....

I advised Booth that I would re-attend later in evening and that the premises would be monitored throughout the night.

At approximately 2330hrs, I re-attended at the Hot Spot club in order to make a further check of the premises. On arriving, it was clear that the earlier advice given to the Phil Booth had been ignored. The premises were even busier than before and the behaviour amongst the customers many of whom were clearly underage had become increasingly rowdy. There were groups of teenagers aged between 15 to 18 who were drinking alcohol and not being challenged or any intervention by staff. Many of the customers including those who were underage were quite clearly drunk.

I contacted A/Insp Norton, who attended the location and I was able to brief him as to the current situation. Following this conversation A/Insp Norton had a discussion with Booth who agreed to close the premises.

Several officers attended the location and began to disperse the group out of the premises and towards the Interchange and taxi ranks within the Town Centre. There was in excess of 100 persons.

As the group dispersed, I had to intervene several times to prevent several incidents of minor disorder from escalating. This was clearly because of the general intoxication amongst the younger members of the group.

Signature: ..... Signature Witnessed by: .....

**WITNESS STATEMENT**

Criminal Procedure Rules, r 27.2; Criminal Justice Act 1967, s. 9; Magistrates' Courts Act 1980, s.5B

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Statement of Matthew John CAINES.....

Age If under 18 Over 18.... (If over 18 insert "over 18") Occupation: TPS 3741.....

**This statement (consisting of 1. page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it, anything which I know to be false, or do not believe to be true.**

Signature ..... (witness) Date: 29/03/2015..

Tick if witness evidence is visually recorded  (supply witness details on rear)

Further to my statement dated 7<sup>th</sup> March 2016 relating to the Hot Spot Lounge, Regent Street, Barnsley, I would like to clarify the following:

In the statement I referred to Phillip BOOTH as the DPS. This was an error on my part and BOOTH was in fact the manager of the premises on the night in question.

Signature: ..... Signature Witnessed by: .....



**WITNESS STATEMENT**

Criminal Procedure Rules, r 27.2; Criminal Justice Act 1967, s. 9; Magistrates' Courts Act 1980, s.5B

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Statement of Matthew John Caines .....

Age If under 18 Over 18.... (If over 18 insert "over 18") Occupation: TPS 3741 .....

This statement (consisting of ... page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it, anything which I know to be false, or do not believe to be true.

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On arrival, I noted that the premises were extremely busy. There was a large group of people stood outside the front doors and it was apparent that there were several under age persons present within this group. They were very rowdy and most of those present outside were clearly drunk.

On entering the location, it was indeed very busy. The crowd was mixed, but primarily made up of young person's, many of whom were clearly under the age of 18. Of concern was the fact that many of these youngsters were openly drinking alcohol and many appeared extremely drunk. There were several members of both bar and door staff present but they were apparently oblivious to the ongoing underage drinking.

I identified the manager and DPS of the premises, Phil Booth. He advised me that a birthday party had been taking place and that a wristband policy was in place to identify those persons who were over the age of 18. I expressed my concern regarding the apparent lack of management and Booth assured me that all those under the age of 18 would be vacating the premises by 2330hrs.

Signature: ..... Signature Witnessed by: .....

Continuation of Statement of: Matthew John CAINES .....

I advised Booth that I would re-attend later in evening and that the premises would be monitored throughout the night.

At approximately 2330hrs, I re-attended at the Hot Spot club in order to make a further check of the premises. On arriving, it was clear that the earlier advice given to the Phil Booth had been ignored. The premises were even busier than before and the behaviour amongst the customers many of whom were clearly underage had become increasingly rowdy. There were groups of teenagers aged between 15 to 18 who were drinking alcohol and not being challenged or any intervention by staff. Many of the customers including those who were underage were quite clearly drunk.

I contacted A/Insp Norton, who attended the location and I was able to brief him as to the current situation. Following this conversation A/Insp Norton had a discussion with Booth who agreed to close the premises.

Several officers attended the location and began to disperse the group out of the premises and towards the Interchange and taxi ranks within the Town Centre. There was in excess of 100 persons.

As the group dispersed, I had to intervene several times to prevent several incidents of minor disorder from escalating. This was clearly because of the general intoxication amongst the younger members of the group.

Signature: ..... Signature Witnessed by: .....

**WITNESS STATEMENT**

Criminal Procedure Rules, r 27.2; Criminal Justice Act 1967, s. 9; Magistrates' Courts Act 1980, s.5B

URN 

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Statement of Matthew Blake Mitchell.....

Age if under 18 Over 18.... (if over 18 insert 'over: 18') Occupation: PC 1166.....

This statement (consisting of 3 page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it, anything which I know to be false, or do not believe to be true.

Signature  (witness) Date: 10/03/2016..

Tick if witness evidence is visually recorded  (supply witness details on rear)

I am a Police Officer in South Yorkshire Police, currently stationed at Barnsley.

At 2300hrs on Saturday 30<sup>th</sup> January 2016, I was on duty in high-visibility uniform acting as the Duty Sergeant for Barnsley, including the Town Centre. I had cause to attend the 'Hotspot Lounge' licenced premises on Regent Street, Barnsley. I attended in company with PC 2541 OGDEN. Licensing asking requested a check be done of that location after an incident I was also attendant at a number of weeks earlier, where the premises was temporarily closed by the Duty Inspector, specifically due to concerns over a number of under-age customers suspected to be consuming alcohol on the premises.

Upon entering the main door of the premises, I could clearly see the licensee of the premises was present, a male I know to be Phil BOOTH. I had met him in the weeks prior during the incident detailed above. He was playing pool with another male I do not know. As I approached, I could see that there were very few customers in the club, no more than ten. However, my attention was drawn to my left – a male who I do not know was slumped at a booth, appearing to be sleeping. In front of him was a half-empty bottle of lager, laying on its side on the table. I formed the opinion this male was drunk, due to the awkward position he was sleeping in – sat, but slumped over to his side without any support for his upper body. The male was less than 10m away from BOOTH and there were no obstructions to BOOTH's view due to the lack of customers. I was somewhat surprised that BOOTH would allow a person of this level of intoxication to sleep in the premises.

I greeted BOOTH and pointed out the slumped male immediately – he called one of his staff over to seemingly deal with him.

Signature:  Signature Witnessed by: .....

Continuation of Statement of: **Matthew Blake Mitchell** .....

I then conducted the remaining checks which had requested. Specifically the following, the results of which I show below:

**License checks, both personal and premises** – BOOTH produced the venue licence 08712 and an individual licence 008891.

**Refusals/Ejections book** – There were two books, one at the bar and one at the door.

At the bar, the last entry was 23/01/16. This detailed a refusal after challenge for someone attempting to buy cider. Allegedly took place at 1700hrs (according to the bar staff, although there was no record of the time in the book).

At the door, the last entry did not match with the bar refusal, which was dated 1920hrs 27/01/16. When challenged as to why someone had been rejected from the bar, but not the door, no explanation was forthcoming.

**Briefing log** – There was a generic briefing log at the front of the booklet, but the last date it was signed was in early January 2016. An explanation as to why the staff had not signed the briefing document in the meantime was that when a specific event was staged, there was a bespoke briefing document, although none were produced for previous events, due to no parties being hosted since the implementation of the action plan. No explanation was given as to why the generic briefing document was unsigned for on the night I attended, which did not have an event planned.

**Incident Log** – located behind the bar. This appeared to be fairly regularly kept, but appeared to lack any consistency in relation to format of entry. Last entry was 26/01/16 due to an unruly and drunken customer. A 'clicker' was located behind the bar, but due to the lack of customers on the night, it was not used which I believed was reasonable in the circumstances.

**Physical checks of all the premises rooms** – The rear room, with the dance floor, was occupied by a small private party (this was the information given to me by BOOTH). I noted that around 20-25 people were present, mainly sat on the left side of the room, gathered around tables. I noted that I could see a small number of people that appeared to be under the age of 18. One specifically was a young female. I approximate her age to be around 12-14 years, she had long light coloured hair and was sat facing the left side wall. I did not check the identification of the young girl, or the other children I suspected to be under 18,

Signature:  Signature Witnessed by: .....



Continuation of Statement of: Matthew Blake Mitchell .....

mainly as I was aware that due to the limited numbers in the premises, attention was drawn to the police presence. I was conscious of not appearing oppressive, directly toward the customers. Instead, I took the matter up with BOOTH. He suggested that it was a private party, and that alcohol was not being served to the underage customers and that parents/guardians accompanied them all. I challenged him in relation to the previous matter with the underage party - stating that he assured police last time that no underage drinking was taking place, despite the fact that there was evidence to the contrary. He tried to assure me that the bar was aware that they were not to serve anyone under the age of 18.

I conducted a further check of the upstairs room -- it was closed off to the public and completely empty.

I notified BOOTH verbally that due to the concerns I had in relation to the checks, and the apparent lack of ability or willingness that he had to comply with them, then an update would be provided to the Licensing Officer, detailing the observations I had made and the concerns that the visit had raised.

I left the premises and could see that the male I had seen sleeping at the booth was now gone. The half-empty bottle of beer had been removed.

I had no further interaction at the venue and updated the SYP briefing document electronically before my retirement from shift.

Signature: *M. Blake Mitchell* Signature Witnessed by: .....



**WITNESS STATEMENT**

CJ Act 1987, s.9 MC Act 1980, ss.6A(3) (a) and 5B; Criminal Procedure Rules 2005, Rule 27.1

URN

Statement of **PAUL MARK CARPENTER**.....

Age if under 18 **OVER 18**. (If over 18 insert "over 18") Occupation: **POLICE CONSTABLE**.....

This statement (consisting of 1 page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated anything which I know to be false or do not believe to be true.

Signature ..... *P. Mark Carpenter 2978* ..... Date: *03/03/16* .....

Tick if witness evidence is visually recorded  (supply witness details on rear)  
I am a Police Constable in the South Yorkshire Police, currently stationed at Wombwell Police Station.

On Friday the 4<sup>th</sup> of March 2016, I attended at Churchfield Barnsley Police Station and briefed all personnel involved in the planned test purchase operation. This is namely the purchase of alcohol from licenced premises to under 18's within Barnsley Town Centre.

Also present were 2 females who were Police volunteers with South Yorkshire Police.

At 23.10 hours on Friday the 4<sup>th</sup> March 2016, I entered a licensed premises in company with PC 984 WOOD. The premise was trading under the name of Hot Spot Lounge. Located at 12 Regent Street, BARNSELY.

I was shortly followed by the above mentioned Police volunteers who I observed order with 1 of the bar staff the following alcoholic item(s) 1 x Malibu and Coke. 1 x Vodka and Coke.

Male Staff Member. Bearded in description.

The Male staff member grasped a glass and was about to serve the Police Volunteers, but was prompted by another member of staff to ask them for ID.

The volunteers then left the building.

PC 984 WOOD and I returned later with Uniformed Police Officers. I introduced and identified ourselves to the members of staff and explained the test purchase operation. The offence of selling alcohol to an under aged person was outlined. A Warning was given to this Male Staff Member.

Signature: ..... *P. Mark Carpenter 2978* ..... Signature Witnessed by: .....



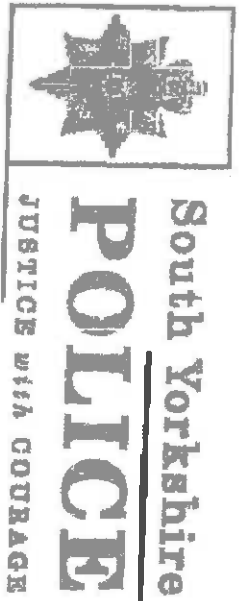


EXHIBIT K21

*ACTION PLAN*

1. Date  
November 2015
2. Premises  
Hotspot, Regent Street, Town Centre,  
Barnsley
3. Designated Premises Supervisor  
John Ulnacre
4. South Yorkshire Police Representative  
Kirsty Green Licensing Enforcement Officer

**Outline and Purpose**

This action plan is an agreement between all the parties identified above to provide a framework of assistance and guidance to ensure compliance with the licensing objectives. In respect of licensable activities conducted at Hotspot, Regent Street, Town Centre, Barnsley. This Action Plan has been suggested to the Designated Premise Supervisor/Premises Licence Holder as a means of ensuring that the premises is run to the standard expected by the Responsible Authorities under the Licensing Act 2003.

The failure by the Designated Premises Supervisor to abide by the action plan or any of its components with due cause or reasonable excuse, together with raised concerns as to the non compliance with the conditions of a licence or with the licensing objectives, may result in an application by the police to the Licensing Authority, to review the conditions of the licence (which includes adding new conditions, or the alteration, or omission of any established conditions) under Section 182 of the Licensing Act 2003.

Background

On the 16<sup>th</sup> October 2015, Hotspot hosted an 18<sup>th</sup> birthday party. There were numerous youths present at the event who were intoxicated and three separate disturbances broke out at the location. As a result of the venue, being unable to control the customers present the event was stopped and the premise closed. On the 20<sup>th</sup> November 2015, the premise hosted another birthday party. On this occasion, the venue voluntarily closed upon the instructions of South Yorkshire Police, as bar and security staff were unable to control the customers present. Numerous underage youths were identified at the event who were intoxicated and rowdy with staff from the venue failing to intervene.

Methodology

South Yorkshire Police will facilitate the improved compliance by regular meetings with the DPS ensure the elements of the action plan are satisfied and to address any delays or issues relating to its implementation. Compliance with the action plan will be reviewed at these meetings and non-attendance or repeated rescheduling of meetings may lead to an adverse inference of non co-operation.

Action

Action	Implementation Date	Date Completed
The DPS to become an active member of Town Centre pubwatch and any localised sub groups. Approach the pubwatch chairperson and sign up to be a member ready for the next scheduled pubwatch meeting. To attend all meetings unless this is impractical after taking all reasonable steps.	01.12.2015	
A colour CCTV system to the specification of South Yorkshire Police (provided) will be fitted maintained and in use at all times the premises are open. CCTV images will be stored for 31 days. Police will be given access to, and copies of images for purposes in connection with the prevention and detection of crime and disorder.	02.01.2016	
An incident book must be maintained and be made available upon request for inspection by the Responsible Authorities under the Licensing Act 2003.	01.12.2015	
Refusal and ejection log to be maintained by bar staff and security staff. To be made available upon request for inspection by the Responsible Authorities under the Licensing Act 2003.	01.12.2015	

<p>Implement training for staff, detailing information/processes/procedures surrounding customer behaviour, drugs, intoxication and injury. Training to be reviewed every 6 months and a training log kept which can be produced upon request of an authorised person. A copy of SYP Violent Incident Protocol supplied.</p>	<p>23.12.2015</p>	
<p>People only over the age of 18 years old to be permitted into the venue on Friday and Saturday nights.</p>	<p>Immediately</p>	
<p>Designated Premise Supervisor to be present on Friday and Saturday nights. If this is not possible a designated personal licence holder to be left in charge.</p>	<p>Immediately</p>	
<p>Door staff shall be SIA registered and shall have a signing in book kept at the premises. They shall complete their details together with details of their SIA badge numbers whenever they start duty. They shall also be briefed upon their responsibilities at the start of their shift and a log kept of this, to be produced upon the request of either SYP or an authorised person.</p>	<p>27.11.2015</p>	
<p>Notification of all up and coming events at the venue, with expected numbers, number of security staff working and who will be in charge at the event.</p>	<p>Immediately</p>	
<p>All planned event will be authorised by the Designated Premise Supervisor.</p>	<p>Immediately</p>	

The signatories below agreed this action plan and all its components

Signed on behalf of premises ..... *John Lucie*

Print Name ..... *John Lucie*

Date ..... *25/11/15*

Position ..... *D.P.S*

Signed on behalf of South Yorkshire Police ..... 

Print Name ..... *KIRSTY ALLEN*

Date ..... *25/11/15*

Position ..... *LED*



EXHIBIT KA2 - email

**LINSEY FLETCHER**

Debbie Rimmington

**From:** Rimmington, Debbie <debbierimmington@b:  
**Sent:** 17 December 2015 10:23  
**To:** D Wall  
**Cc:** KIRSTY GREEN  
**Subject:** Barnsley College Student Union party at Hotspot

Good morning Diane,

I am a Licensing Enforcement Officer for Barnsley MBC.

I am contacting you to make you aware of a Barnsley College Student union Christmas party which is due to be held at Hotspot on Regent Street on Sunday night (20<sup>th</sup> December).

Initially the party was planned to finish at 01:30 on Monday morning but after the police and BMBC licensing raised grave concerns with the licensee as to under age children being in the town centre and potentially having to make their own way home in the early hours of the morning, the venue has agreed that anyone under the age of 18 must leave the venue at 10:30pm.

We were initially told that this event was booked by Barnsley College but have since found out that it has in fact been booked by the students themselves.

I feel you should be made aware of events like this especially when they attract a large amount of attention to underage students/children. I believe the forecasted attendance to this event to be 400 students, but I do not know as to what ratio of these will be minors.

I think it is fair to say that we still have concerns in relation to underage children being in the town centre late at night and how they will get home after the event.

If you would like to discuss this matter further or have any further information that may assist us in the future please could you contact me either by return e-mail or on the mobile telephone number provided below.

Kind Regards,

Debbie

Deborah Rimmington  
Regulatory Services Field Officer  
Culture Housing and Regulation  
Business Unit 5  
Place Directorate  
Barnsley MBC  
01226 775696  
07786525961  
[debbierimmington@barnsley.gov.uk](mailto:debbierimmington@barnsley.gov.uk)

**\*\*\* Barnsley MBC Disclaimer:**

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**Tackling child sexual exploitation is a priority for the Force and it is the responsibility of everyone to help spot the signs and say something.**

**For more information visit [www.southyorkshire.police.uk/spotthesigns](http://www.southyorkshire.police.uk/spotthesigns)**

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← **Steve Lightfoot**  
ACTIVE NOW

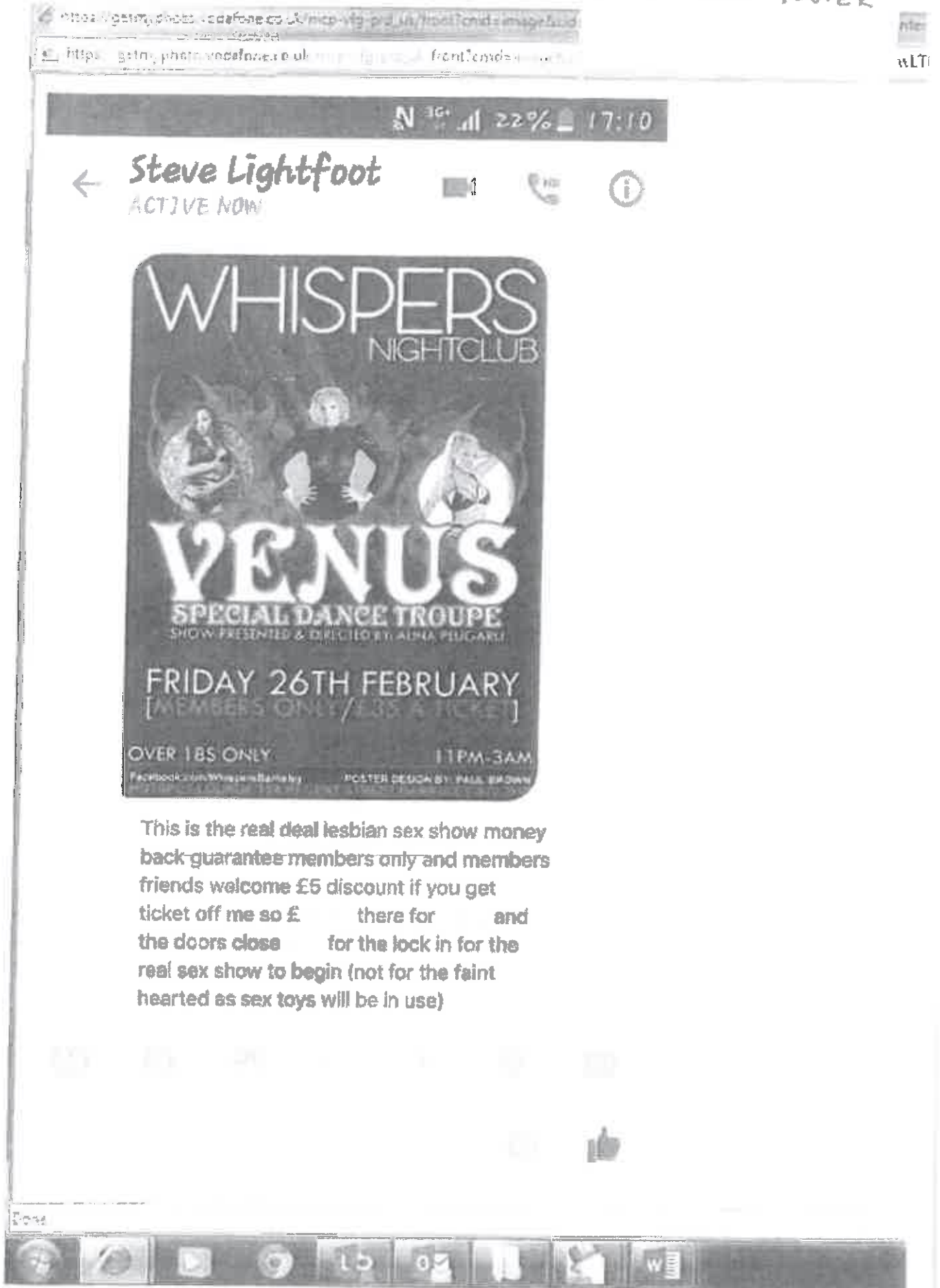
BUCKET OFF THE SU... HERE FOR... AND  
the doors close for the lock in for the  
real sex show to begin (not for the faint  
hearted as sex toys will be in use)  
These are real famous porn stars look them  
up 82% madalina elena , alina, ioana  
And lots more girls, they will be there from  
but main event  
get ready.



Done









LINSEY FLETCHER

EXHIBIT K45 - email

From: Tom Driver <t.driver@addaction.org.uk>  
Sent: 24 March 2016 15:00  
To: KIRSTY GREEN  
Subject: Whispers

Tom Driver

Hi Kirsty in response to your phone conversation yesterday I have some basic information that I have obtained on detached outreach and during multi agency meetings. Below I have done a basic description of what I know regarding the Hotspot/Whispers Nightclub I have heard numerous reports from both young people and other organisations regarding underage drinking at the Hot Spot venue. During Detached outreach sessions within the town centre young people have mentioned that they have used the venue to drink and have had no issues getting in without identification. Information we received made us aware of young people mixing with older peers at a 18<sup>th</sup> Birthday party. We were informed that the venue was using under 18 and over 18 wristbands to identify who could drink alcohol on the premises. As you can imagine this resulted in wristbands being swapped and under 18s being served with alcohol. The frequency that hotspot was mentioned by the young people was highest between October and January.

Thanks

Tom

Tom Driver

Outreach and Engagement Worker

Addaction/ Immortals Community Engagement Project

1-3 Regents Street

Barnsley

S70 2EG

Phone : 01226 705980

Fax :01226 786335

addaction

the IMMORTALS

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Tackling child sexual exploitation is a priority for the Force and it is the responsibility of everyone to help spot the signs and say something.

For more information visit [www.southyorkshire.police.uk/spotthesigns](http://www.southyorkshire.police.uk/spotthesigns)







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**Place Directorate  
Culture, Housing and Regulation  
Regulatory Services  
Head of Service : Simon Frow**

---

Regents  
12A Regent Street  
Barnsley  
S70 2HG

My Ref: MAU 067102  
Your Ref:  
Date: 7 March 2016  
Enquiries to: Licensing Section  
Direct Dial: 01226 773843  
E-Mail: [regulatoryservices@barnsley.gov.uk](mailto:regulatoryservices@barnsley.gov.uk)

Dear Sir/Madam,

**Licensing Act 2003, Section 37  
Application to vary a Premises Licence to Specify an individual as DPS  
Regents, 12A Regent Street, Barnsley, S70 2HG**

With regard to the above, I enclose the Premises Licence and Premises Licence Summary.

The premises licence became effective on 1 June 2012.

Under the provisions of the Licensing Act 2003 you may, in certain circumstances, have a right of appeal against some or all of the Licensing Authority's decisions made in respect to your application. Appeals should be made to the Magistrates' Court for the area in which the premises are situated, within twenty one days of receiving the premises licence.

If you need advice on the appeal procedure, you should contact the court, but please note court staff cannot give you legal advice. If you need legal advice, for example about the likely success of an appeal, you should contact a solicitor or a Citizens Advice Bureau immediately.

If you consider there is a mistake in the premises licence or the premises licence summary, the Licensing Authority will correct anything which it accepts as being a clerical mistake. If you believe there is such a clerical mistake, please contact us. This does not affect your right to appeal.

The premises licence will last indefinitely unless it is surrendered or revoked, but will lapse in the event of the death of the holder of the premises licence or upon the licence holder becoming mentally incapable or financially insolvent.

An annual fee is payable on the anniversary of the grant of the licence, unless the premises are a school or community building (e.g. village hall) and the licence is granted in respect of regulated entertainment only. We will send you a reminder for the payment of the annual fee and advise you of what sum is then payable. The fees are set by Government and may be subject to change.

Finally, there are specific provisions in section 57 of the Licensing Act 2003 concerning the requirements for keeping, displaying and producing the premises licence and premises licence summary whenever the premises are used for any licensable activity authorised by the licence. A brief summary of these requirements is set out below for your convenience:

---

PO Box 634, Barnsley, South Yorkshire S70 9GG

### Premises Licence

The holder of the premises licence must ensure that the premises licence (or a certified copy of it) is kept at the premises and is either in the custody or control of the holder of the premises licence or some other specific person who works at the premises (e.g. manager).

### Premises Licence Summary

The holder of the premises licence must ensure that the premises licence summary (or a certified copy of it) is prominently displayed at the premises and, if the premises licence (or a certified copy of it) is in the custody of someone other than the holder of the premises licence, a notice must also be prominently displayed stating the position (e.g. manager) of that person.

### Duty to Produce

A police constable or an authorised officer (e.g. a Council licensing officer) may require such person who has custody of the premises licence (i.e. the holder of the premises licence or such other nominated person, as referred to above) to produce the licence for examination.

### Offences

The holder of a premises licence commits an offence if they fail to comply with the above requirements relating to a premises licence and / or a premises licences summary. Anyone who has custody or control of the premises licence (i.e. the holder of the premises licence or such other nominated person, as referred to above) commits an offence if they fail, without reasonable excuse, to produce the licence in accordance with a requirement under the above duty to produce. A person guilty of an offence under section 57 is liable on summary conviction to a fine.

If you have any queries on this matter please contact the Licensing Section on 01226 772488.

Yours faithfully

Yvonne Walker  
Technical Clerk



**BARN斯LEY METROPOLITAN BOROUGH COUNCIL**

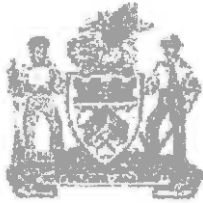
**PREMISES LICENCE  
LICENSING ACT 2003**

Schedule 12 Part A  
Regulation 33, 34

<b>Premises Licence Number</b>	067102
<b>Date of Grant</b>	1 June 2012
<b>Premises Address</b>	Regents 12A Regent Street Barnsley
<b>Postcode</b>	S70 2HG
<b>Telephone Number</b>	
<b>Activities authorised by this licence</b>	
The sale by retail of alcohol, The provision of regulated entertainment, The provision of late night refreshment	
<b>Times authorised to undertake licensable activities</b>	
<b>Indoor sporting events</b> Indoor sporting events permitted: Seven days a week from 12:00 until 01:00 (the following morning)	
<b>Live Music</b> Licensed for live music indoors (see times below): Live music permitted: Seven days a week from 17:00 until 00:00 (the following morning)	
<b>Recorded Music</b> Licensed for recorded music indoors (see times below): Recorded music permitted: Seven days a week from 12:00 until 04:00 (the following morning)	
<b>Performances of Dance</b> Licensed for Performances of Dance indoors (see times below): Performances of dance permitted: Seven days a week from 12:00 until 01:00 (the following morning)	
<b>Late Night Refreshment</b> Licensed to provide late night refreshment indoors (see times below): Provision for late night refreshment available: Seven days a week from 23:00 until 01:00 (the following morning)	
<b>Supply of Alcohol</b> Supply of alcohol permitted: Seven days a week from 12:00 until 03:00 (the following morning)	

<b>Conditions consistent with a former Children's Certificate under Section 168A of the Licensing Act 1964</b>	
Not applicable	
<b>Embedded Restrictions</b>	
Not applicable	
There shall be no adult entertainment or services, activities, other entertainment or matters ancillary to the use of the premises of an adult nature unless they are specified below: None Specified	
<b>Opening Hours of the Premises</b>	
Hours premises are open to the public: Seven days a week from 11:00 until 04:00 (the following morning)	
<b>Whether the sale by retail of alcohol is for consumption on and/or off the premises</b>	Alcohol-On The Premises
<b>Name, (registered) address, telephone number and email(whenever relevant) of premises licence holder</b>	Springchoice Leisure Limited Hart Moss Doyle The Old Co-op Building High Street Dodworth Barnsley
<b>Registered Number of Company if Applicable</b>	02674388
<b>Designated Premises Supervisor</b> <i>(This section will be blank if the licence does not authorise the sale of alcohol)</i>	
<b>Name and Address of the designated premises supervisor</b>	Mr Craig Alwyn Allott 66 Racecommon Road Barnsley
<b>Post Code</b>	S70 6AB
<b>Personal Licence Number and issuing authority of the personal licence held by the designated premises supervisor</b>	KMCPL 0771 Kirklees Metropolitan Council

**REGULATORY SERVICES TEL: 01226 772468**



**BARN斯LEY METROPOLITAN BOROUGH COUNCIL**

**PREMISES LICENCE SUMMARY**

<b>Premises Licence No.</b>	067102
-----------------------------	--------

<b>Premises Address:</b>	Regents 12A Regent Street Barnsley
<b>Postal Code</b>	S70 2HG

<b>Telephone Number</b>	
-------------------------	--

<b>Activities authorised by this licence</b>
The sale by retail of alcohol, The provision of regulated entertainment, The provision of late night refreshment

<b>Times authorised to undertake licensable activities</b>
--

**Indoor sporting events**  
Indoor sporting events permitted: Seven days a week from 12:00 until 01:00 (the following morning)

**Live Music**  
Licensed for live music indoors (see times below):  
Live music permitted: Seven days a week from 17:00 until 00:00 (the following morning)

**Recorded Music**  
Licensed for recorded music indoors (see times below):  
Recorded music permitted: Seven days a week from 12:00 until 04:00 (the following morning)

**Performances of Dance**  
Licensed for Performances of Dance indoors (see times below):  
Performances of dance permitted: Seven days a week from 12:00 until 01:00 (the following morning)

**Late Night Refreshment**  
Licensed to provide late night refreshment indoors (see times below):  
Provision for late night refreshment available: Seven days a week from 23:00 until 01:00 (the following morning)

**Supply of Alcohol**  
Supply of alcohol permitted: Seven days a week from 12:00 until 03:00 (the following morning)

**The opening hours of the premises:**

Hours premises are open to the public: Seven days a week from 11:00 until 04:00 (the following morning)

**Where the licence authorises the sale by retail of alcohol whether this is for consumption on and/or off premises:**

Alcohol-On The Premises

**Granted on:** 1 June 2012



**BARNSLEY METROPOLITAN BOROUGH COUNCIL**

**PREMISES LICENCE**

**Part B**

<b>Premises Licence Number</b>	<b>067102</b>
<b>Name, (registered) address, telephone number and email (where relevant) of premise holder</b>	<b>Springchoice Leisure Limited Hart Moss Doyle The Old Co-op Building High Street Dodworth Barnsley</b>
<b>Registered Number of Company If Applicable</b>	<b>02674388</b>
<b>Name and Address of the designated premises supervisor</b>	<b>Mr Craig Alwyn Allott 66 Racecommon Road Barnsley</b>
<b>Post Code</b>	<b>S70 6AB</b>
<b>Personal Licence Number and issuing authority of the personal licence held by the designated premises supervisor</b>	<b>KMCPL 0771 Kirklees Metropolitan Council</b>

**REGULATORY SERVICES TEL: 01226 772468**

# ANNEX 1

## MANDATORY CONDITIONS

### LICENSING ACT 2003

Licence ref no.	087102
-----------------	--------

#### **1. Supply of Alcohol**

Where this Licence authorises the supply of alcohol the following conditions will apply:

- a) No supply of alcohol may be made under the premises licence-
  - i) at a time when there is no designated premises supervisor in respect of the premises licence, or
  - ii) at a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.
- b) Every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.

#### **2. Door Supervision (except theatres, cinemas, bingo halls & casinos)**

1. Where a premises licence includes a condition that at specified times one or more individuals must be at the premises to carry out a security activity, each such individual must:

- i) Be authorised to carry out that activity by a licence granted under the Private Security Industry Act 2001; or
- ii) Be entitled to carry out that activity by virtue of section 4 of the Act.

2. But nothing in subsection (1) requires such a condition to be imposed:

- (a) in respect of premises within paragraph 8(3)(a) of Schedule 2 to the Private Security Industry Act 2001 (c12) (premises with premises licences authorising plays or films); or
- (b) in respect of premises in relation to:
  - i) Any occasion mentioned in paragraph 8(3)(b) or (c) of that Schedule (premises being used exclusively by club with club premises certificate, under a temporary event notice authorising plays or films or under a gaming licence), or
  - ii) Any occasion within paragraph 8(3)(d) of that Schedule (occasions prescribed by regulations under that Act).

3. For the purposes of this section:

- (a) "security activity" means an activity to which paragraph 2(1)(a) of that Schedule applies, and, which is licensable conduct for the purposes of that Act, (see Section 3(2) of that Act) and
- (b) paragraph 8(5) of that Schedule (interpretation of references to an occasion) applies as it applies in relation to paragraph 8 of that Schedule.



### **3. Exhibition of Films**

1. Where this licence authorises the exhibition of films, the licence includes a condition requiring the admission of children to the exhibition of any film to be restricted in accordance with this section.

2. Where the film classification body is specified in the licence, unless subsection (3)(b) applies, admission of children must be restricted in accordance with any recommendation by that body.

3. Where –

(a) The film classification body is not specified in the licence, or

(b) The relevant licensing authority has notified the holder of the licence that this subsection applies to the film in question, admission of children must be restricted in accordance with any recommendation made by that licensing authority.

4. In this section "children" means any person aged under 18; and

"Film classification body" means the person or persons designated as the authority under Section 4 of the Video Recordings Act 1984 (c39) (authority to determine suitability of video works for classification).

### **4. Irresponsible Promotions (On Licenced Premises only)**

1) 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.

1) 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 causes 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 favorable manner.

### **5. Dispensing of Alcohol Directly into the Mouth (On Licenced Premises only)**

The responsible person shall ensure that no alcohol is dispensed directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of a disability).

### **6. Tap Water (On Licenced Premises only)**

The responsible person shall ensure that free potable water is provided on request to customers where it is reasonably available.

### **7. Age Verification Policy**

- 1) The premises licence holder or club premises certificate holder shall ensure that an age verification policy applies to the premises in relation to the sale or supply of alcohol,
- 2) The Designated Premises Supervisor in relation to the premises licences must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.
- 3) 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 a holographic mark or an ultraviolet feature.

### **8. Measures (On Licenced Premises only)**

The responsible person shall ensure that-

- 1) 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; and
- (b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and
- (b) 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.

### **9. Alcohol Pricing and Duty**

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.

For the purposes of the condition set out in paragraph 1 -

(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 -

$$P = D + (D \times V)$$

Where -

(i) P is the permitted price,

(ii) D is the rate 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) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

(f) Where the permitted price given by Paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

(g) (1) Sub-paragraph (2) applies where the permitted price given by Paragraph (b) of paragraph 2 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.

(2) 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

Licence ref no. 067102

All incidents, such as refusals to sell alcohol, shall be recorded in an incident book which must be kept on the premises for a period of not less than 12 months. The book shall be made available for inspection by any Authorised Officer from the Police and Licensing Authority.

- A closed circuit television system (CCTV) shall be installed and maintained at the premises, this must cover all public areas including all areas where licensable activities take place and encompass the following:
    - The system shall be in good working order at all times when licensable activities take place at the premises and all recordings must be kept for a minimum of 28 days.
    - Authorised Officer from the Police and Licensing Authority shall be allowed a copy of these recordings at any reasonable hour, and in any case within 48 hours of any such request being made.
    - All recorded materials shall be kept in a safe and secure location and must not be made available or accessible to any unauthorised persons.
    - Clearly visible signage will be provided at all exits to the premises asking customers to leave the premises quietly.
    - A Challenge 21 (or higher age) policy will operate within the licensed premises, with signs predominantly displayed close to every entrance to the premises and at each bar area where the sale of alcohol may take place.
    - No speaker is located near any window, door or door entrance to prevent any noise breaking out from the premises.
- Except for access and egress, all doors and windows remain closed at all times to prevent any noise breaking out from the premises.

## ANNEX 3

### Conditions attached after a hearing by the Licensing Authority

Licence ref no. 067102

Not Applicable

## ANNEX 4

### Plan of the Premises to which this Licence relates:

Plan as per appendix 1  
(See attached)

## **12A Regent Street, Barnsley known variously as Hotspots/Hotspot Lounge/ Whispers/ Regents**

### **Chronological sequence of events for health and safety submission to License review**

**8 October 2015** I received information from my colleague Paul Denton that suggested health and safety concerns at premises variously known as Hotspots/ Hotspot Lounge/ Whispers at 12a Regent Street, Barnsley including a car parked inside and electrical cables across the upstairs floor.

**13 October 2015** I spoke on the telephone with a person who identified himself as an employee called Philip Tams. I attempted to get an appointment by leaving a message for Philip Booth who was in charge.

**20 October 2015** I visited the premises by appointment and I carried out a health and safety inspection. I met Philip Booth who told me that he was the manager and that the venue was operated by Charisma Trading Limited. He promised not to park his car inside again. The premises were apparently open for business at the time of my visit and the first floor was set up for computer gaming with networked monitors. There was an envelope on the counter addressed to John Slack at Gamma Gaming Centre/ Hotspot Lounge. Mr Booth told me that all of the children who attend these events are over 8 years old so the sessional day care requirements are not relevant.

I found electric cables throughout the premises that risked customers of staff tripping over as well as damage to the cables. Other electrical concerns on the day included a large electrical distribution board with no protective cover in place, unorthodox use of appliances with continental plugs, over reliance on extension cables, inadequately insulated cable junctions and a very poorly wired extension cable. I took 14 photographs DSCN1214 to DSCN1227, Appendix 1. I asked Mr Booth about the extension cable and he removed the plug by cutting it off. I later removed the fuse and bagged the plug, Appendix 2 (photographs of bagged exhibit Appendix 3).

**29 October 2015** I again visited and found the premises to be locked up so I rang Philip Booth. He told me that all of the points have been addressed but premises closed for half term and only open for minor repairs. When pressed he accepted that Josh of Gamma Gaming would be in 11am to 6pm daily and using the upstairs room where I had found problems. Mr Booth assured me that all of the electrical and tripping hazards have been removed and that fire escapes and alarm are all working upstairs as downstairs. He apologised for not sending me any documents or other evidence and said he would email it to me.

**27 November 2015** I again met Philip Booth at the venue. He told me that the cafe was no longer open daytimes. Mr Booth told me that he was still looking for ways to make the business pay and so is constantly updating the electrics. I have received no records to show that electrics are safe and I was increasingly concerned because Mr Booth appears to do most of work himself. On this visit he was using a broken fluorescent light fitting with a flex with a totally unsuitable 'choc bloc' connector with no insulation or mechanical protection. Mr Booth promised to send an electrical safety record to me on Monday 30 November 2015 by email. He also assured me that the fire escape routes would be cleared and unlocked prior to a Polish party on 29 November 2015.

**25 February 2016** Information received about proposed 'rave' event on 8 April 2016. I had still not been provided with any evidence that the electrical system at 12a Regent Street was as safe as was reasonable to expect so I sent an email to Charisma Trading Limited, Appendix 4. I wrote:

Dear Sirs, Charisma Trading Limited trading as Hot Spot Lounge, 12A Regent Street, Barnsley

I revisited these premises on 27 November 2015 at which time Mr Philip Booth told me that he manages the business and was about to become a director. Mr Booth told me that he would provide written evidence that the electrical system at the premises is safe.

I have not yet seen evidence to demonstrate that the electrical system is safe. Please reply to me to give me information about health and safety at 12A Regent Street and in particular evidence of electrical safety.

I look forward to hearing from you. Yours sincerely, Stephen Butler

**Monday 29 February 2016** I served two improvement notices on Charisma Trading Limited in relation to the prevention of danger caused electrical system at the premises (Appendix 5) and a further two similar improvement notices were served on Springchoice Leisure Limited as the owners of the building.

I served all of the notices by hand and I took copies to the premises where I met Philip Booth. He agreed to carry out the works and handed the contents of the envelope to two employees present. He told me that electro is the name of the contractor and that it is based in Leeds.

I also found it necessary to formally warn Mr Booth about allowing smoking indoors. He told me that he thought it was allowed when the premises were closed. I followed up the verbal warning with a formal letter. Appendix 6.

Later on **29 February 2016** a man telephoned me and told me that he was Christopher Palmer, a director of Springchoice Leisure Limited. Mr Palmer explained to me that Charisma Trading Limited has a full repairing lease and that the electrical installation was therefore the sole responsibility of that company. He promised to confirm this by email which he did later that day.

**2 March 2016** I replied on to Mr Palmer requesting a copy of the lease agreement referred to

**3 March 2016** Philip Booth telephoned, he had been asked to bring me the lease agreement and later that day Angus Thornber, a bar worker from Hotspot Lounge brought an envelope containing a copy of the lease into our offices. The Lessor was shown as Springchoice Leisure Limited; the lessee was shown as Charisma Trading Limited and Philip Booth and Maria Ramos. Appendix 7

**4 March 2016** Notices to Springchoice Leisure Limited withdrawn. Appendix 8. Letter sent to Charisma Trading Limited confirming that notices served on the company remain extant with compliance deadline of 21 March 2016 . Appendix 9

**18 March 2016** I rang Philip Booth and left him a message asking him to ring me to discuss progress towards compliance with the improvement notices. No reply received.

**21 March 2016** I rang Phillip Booth, director of Charisma Trading Ltd, 07552095661. Mr Booth told me that he received my message and meant to call me. He said that he had asked his electricians, ECS electrical, to contact me last Wednesday. I had received no contact. I informed Mr Booth that Charisma Trading Limited had until the end of the day to propose alternative measures, request an

extension or to appeal. Mr Booth said that he would sort something out and get his guys to do 'certain things'.

Mr Booth asked me if I would agree to a proposal to test 20% circuits for the next 5 weeks. I told him that I would be unlikely to agree but emphasised the urgency. We discussed the possibility of a fire in the nightclub as seen in other places in Europe and how we must work to avoid this. No records exist for any of the electrical work carried out on behalf of Charisma Trading Limited.

Dominic Maw rang and told me that he has been asked to test the electrical system at Hotspot Lounge. He told me that he has had the 'Flu' virus and so was unable to start the work earlier. He asked for a fortnight to carry out repair work to the electrical system. He told me that he is a NAPIT registered electrician and that he had been asked to do the work by his subcontractor Ben Grimshaw who had done work at the premises. I told Mr Maw that only Charisma Trading Limited could request an extension of time and that a test to assess what needs to be done is needed before repair work is started.

I emailed my concerns about whether the club meets licensing objectives relating to **public safety** and protecting **children from harm**. In my email I stated:

Charisma Trading Limited has until the end of today to request an extension of time and/or alternative measures but Mr Booth has already indicated to me that the work will take a month to complete and that he has not ensured that previous work on the electrical system done on behalf of Charisma Trading Limited is safe. I have personally witnessed Mr Booth working on the electrical system and taking risks by removing insulation from live circuits so I am very concerned about the potential risks of fire or electric shock from the electrical system injuring customers or staff if persons who are not competent have altered the electrical system.

I am also concerned that Mr Booth has stated that he intends to continue to operate over Easter despite being aware that the electrical system may be unsafe, please inform other responsible authorities of this.

**24 March 2016** I rang Philip Booth who told me that he is now the sole director of Charisma Trading Limited. He at first claimed to have thought that he had been given an extension of time but when I reminded him that I had told him to put the request in writing and he had not, he agreed that he had not complied. I asked if he was intending to open and he said that he has been closed but intends to open two days over the Easter weekend, one for the football. He told me that he then intends to close for two weeks to get the work done. I emphasised to Mr Booth that he must ensure that all is safe and he told me that he has taken precautions and that the fire officer has visited and 'is very happy' with precautions.

Mr Booth promised to email me within the hour (by 11am today) to state his company's intention and what precautions had been taken but he did not contact me.

**29 March 2016** I learned that South Yorkshire Fire Service had visited and had spoken with a Jamey Griffiths who had said that he was the director and that electrical work was due to be carried out. I

had no knowledge of who Jamey was having never previously heard the name or of a change of director. I also learned that South Yorkshire Police had visited and found the premises to be open over the Easter Bank Holiday weekend.

**1 April 2016** I invited Charisma Trading Limited to attend a PACE interview under caution by both email and letter to discuss the non-compliance with the two Improvement Notices. Appendix 10.

**13 April 2016** I spoke on the telephone with Philip Booth and explained that I had sent a letter to the company. He told me that he had not heard about the invitation to interview so I agreed to forward the message to his personal email address which he gave me and which I have previously communicated with him by.

I asked whether the electrical works had been completed. Mr Booth told me 'I came out on the first of March' and said that he had a 'lot on my plate'. He told me that he will not be able to attend the PACE interview himself because he is due to fly out to Spain tomorrow. He told me that he still has a financial interest in the property. When I reminded Mr Booth that we had met on 21 March 2016 and that he had never mentioned that he no longer runs the business he said to me 'Do I have to cancel my trip to Spain to come to the interview?.' I said 'No' but suggested that he should write to explain the current situation with regard to the Hotspot/ Whispers club premises. I advised him to consult a solicitor.

**14 April 2016** I visited 12a Regent Street Barnsley which were not open to the public but the door was not secured so I walked in. There I met Angus Thornber and another man who were cladding parts of the walls with timber. Without me asking, Angus made a telephone call. When I asked who he had rung he told me that he had rung Philip Booth who was upstairs. While Mr Booth arrived I took photographs of an incorrectly wired light fitting used as portable lighting. Appendix 11.

Mr Booth appeared from the rear internal doorway and told me that he is no longer involved in the business. He told me that from 1 March it was Mixed Up Events Limited who have the lease and that the director is Jamey Griffiths.

He told me that he would attend the interview on behalf of the company Charisma Trading Limited as the only director. He said that he was doing 'A bit of printing' upstairs in the office and that this was the reason for his presence today.

I took a photo of the frontage now signed as Whispers, that showed Mr Booth on the external landing.

**18 April 2016** Email received from Chris Palmer dated 16 April 2016 confirms the lease transfer to Mixed Up Events Limited and P Booth and M Ramos and was dated 1 March 2016. Appendix 12.

Philip Booth attended the PACE interview under caution on behalf of Charisma Trading Limited in his capacity as its sole director. Under caution he accepted that the Improvement Notices had not been complied with and that he was made fully aware of what was required before the expiry date. He agreed that he had not informed me or anyone else at BMBC about the change in operator of the club. He told me that the lease had only been signed by all parties on the 23 March 2016 (that is AFTER THE EXPIRY OF THE NOTICE) but that the effective date was 1 March 2016 and that Charisma's employees had been transferred from that date. Appendix 13.



**19 April 2016** Decision not to prosecute due to conflicting evidence provided by Christopher Palmer and Philip Booth about who was the operator of the business 1 March 2016 to 22 March 2016.

**26 April 2016** Further Improvement Notice (Appendix 14) served on Springchoice Leisure Limited (sole director: Christopher Palmer) and on Mixed Up Events Limited (Directors: Jamey Griffiths and Maria Manuela Trindade Ramos) (Appendix 15).

I met Jamey Griffiths, Maria Ramos, Craig Allott (DPS) and Angus Thornber inside the premises where some electrical work was being carried out by men who told me that they were working for a company called 'Whittaker's'. The directors and electricians both confirmed that electrical works were to be confined to the ground floor of the premises only. I was also told by Mr Allott that Philip Booth was acting as consultant to the business and had an office on the first floor. This was confirmed by Mr Griffiths and Ms Ramos who explained that they had little experience of this kind of entertainment business.

I agreed that safety relevant documents including safety policy, risk assessments and electrical safety records could be emailed to me. These have not been received at time of writing and I still have concerns about whether the club meets licensing objectives relating to **public safety** and if children are admitted, **protecting children from harm**.

Stephen Butler

Environmental Health Officer

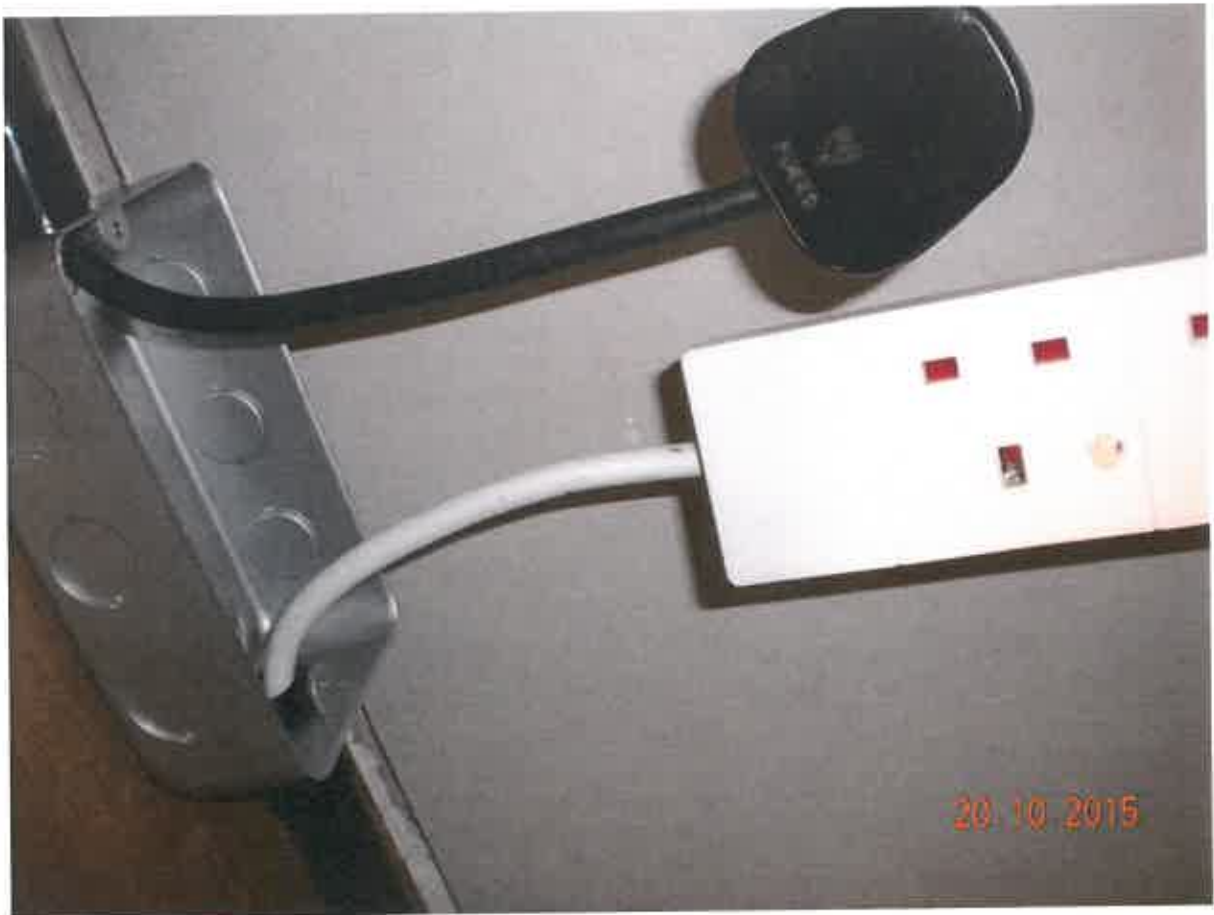
9 May 2016

Appendices with corroborating evidence follow



Appendix 1	14 Photographs taken at 12A Regent Street Barnsley 20 October 2015
Appendix 2	13 Amp plug and cable cut from extension cable by Phillip Booth at 12A Regent Street Barnsley 20 October 2015 (physical evidence)
Appendix 3	2 Photographs of Appendix 2 in exhibit bag
Appendix 4	Email sent to Charisma Trading Limited on 25 February 2016
Appendix 5	Two Improvement Notices served on Charisma Trading Limited on 29 February 2016
Appendix 6	Formal Warning letter
Appendix 7	Lease agreement dated 26 January 2015 signed on behalf of Charisma Trading Limited by Maria Ramos
Appendix 8	Letter posted to Springchoice Leisure Limited on 3 March 2016 formally withdrawing Improvement Notices
Appendix 9	Letter posted to Charisma Trading Limited on 3 March 2016
Appendix 10	Letter posted and emailed to Charisma Trading Limited on 1 April 2016 and also emailed to Philip Booth on 13 April 2016
Appendix 11	6 Photographs taken at 12A Regent Street Barnsley on 14 April 2016
Appendix 12	Email received from C Palmer dated 16 April 2016 and two scanned pages attached that appear to be from a lease agreement dated 1 March 2016
Appendix 13	Summary of interview under caution with Philip Booth speaking on behalf of Charisma Trading Limited on 18 April 2016 (CD not fully transcribed)
Appendix 14	Improvement Notice served on Springchoice Leisure Ltd 26 April 2016 in relation to electrical safety at 12A Regent Street Barnsley
Appendix 15	Improvement Notice served on Mixed Up Events Limited 26 April 2016 in relation to electrical safety at 12A Regent Street Barnsley





Appendix 1 Photo 1

Date image taken: 20 October 2015

Location detailed on image: Bar area at Hotspot Lounge, 12A Regent Street, Barnsley

Reference: SRB DSCN1214

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed: 

Name: Stephen Butler

Dated: 9 May 2016





Appendix 1 Photo 2

Date image taken: 20 October 2015

Location detailed on image: Bar area at Hotspot Lounge, 12A Regent Street, Barnsley

Reference: SRB DSCN1215

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed: .....

Name: Stephen Butler

Dated: 9 May 2016








Appendix 1 Photo 3

Date image taken: 20 October 2015

Location detailed on image: Under worksurfaces behind bar at Hotspot Lounge, 12A Regent Street, Barnsley

Reference: SRB DSCN1216

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed: 

Name: Stephen Butler

Dated: 9 May 2016





Appendix 1 Photo 4

Date image taken: 20 October 2015

Location detailed on image: Under worksurfaces behind bar at Hotspot Lounge, 12A Regent Street, Barnsley

Reference: SRB DSCN1217

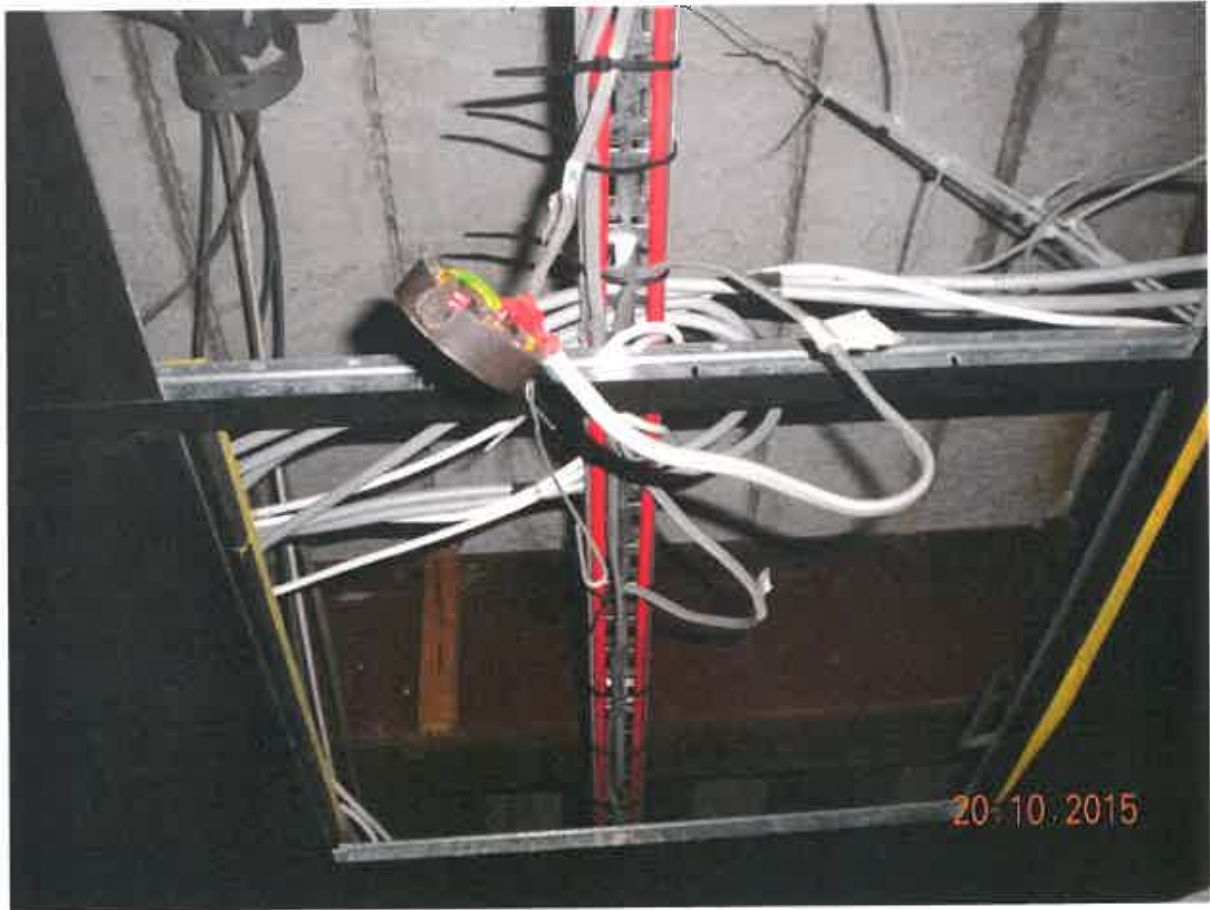
To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed: 

Name: Stephen Butler

Dated: 9 May 2016





Appendix 1 Photo 5

Date image taken: 20 October 2015

Location detailed on image: Exposed electrical conductors in suspended ceiling in Whispers, 12A Regent Street, Barnsley

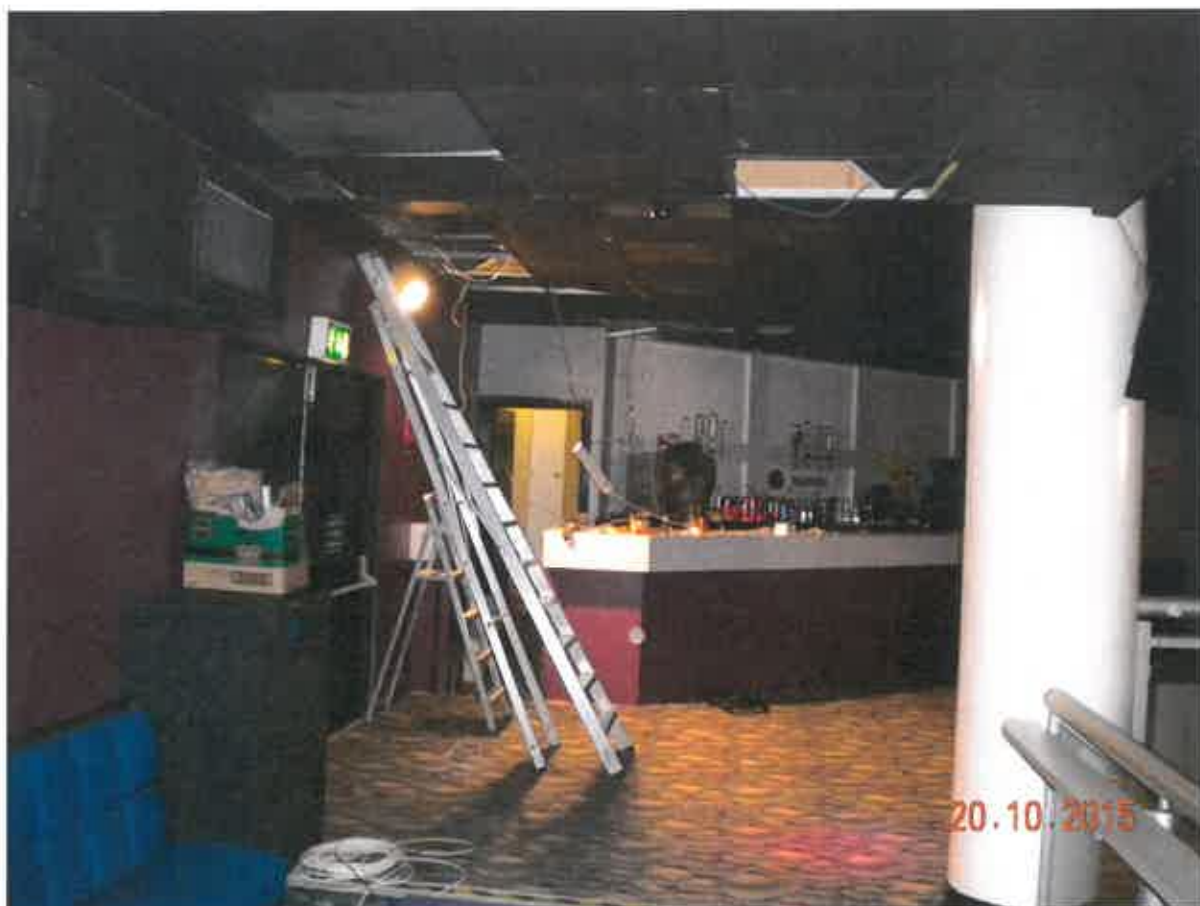
Reference: SRB DSCN1218

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed:

Name: Stephen Butler  
Dated: 9 May 2016





Appendix 1 Photo 6

Date image taken: 20 October 2015

Location detailed on image: Exposed electrical conductors in suspended ceiling in Whispers, 12A Regent Street, Barnsley

Reference: SRB DSCN1219

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

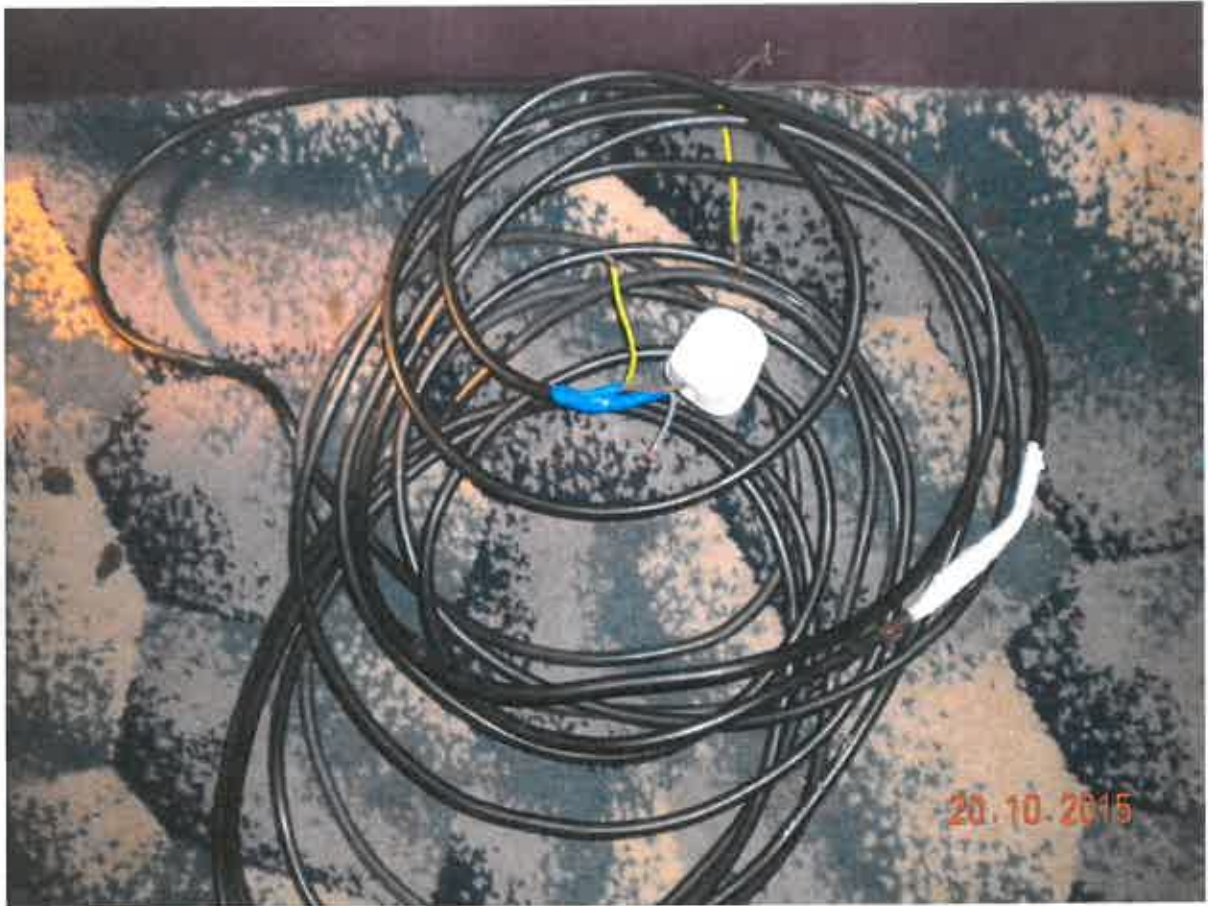
Signed:

Name: Stephen Butler

Dated: 9 May 2016








Appendix 1 Photo 7

Date image taken: 20 October 2015

Location detailed on image: Electric extension cable with exposed electrical conductors, insecure plug and taped join in Whispers, 12A Regent Street, Barnsley

Reference: SRB DSCN1220

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed: 

Name: Stephen Butler

Dated: 9 May 2016





Appendix 1 Photo 8

Date image taken: 20 October 2015

Location detailed on image: Gaming computer screens set up in first floor room with 'daisy chained' extension cables in Whispers, 12A Regent Street, Barnsley

Reference: SRB DSCN1221

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed: 

Name: Stephen Butler

Dated: 9 May 2016





Appendix 1 Photo 9

Date image taken: 20 October 2015

Location detailed on image: Gaming computer screens set up in first floor room with 'daisy chained' extension cables in Whispers, 12A Regent Street, Barnsley

Reference: SRB DSCN1222

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed:

Name: Stephen Butler

Dated: 9 May 2016





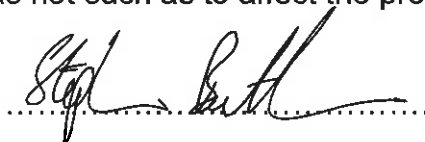
Appendix 1 Photo 10

Date image taken: 20 October 2015

Location detailed on image: Use of foreign plug adapters in extension cables in first floor room in Whispers, 12A Regent Street, Barnsley

Reference: SRB DSCN1223

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

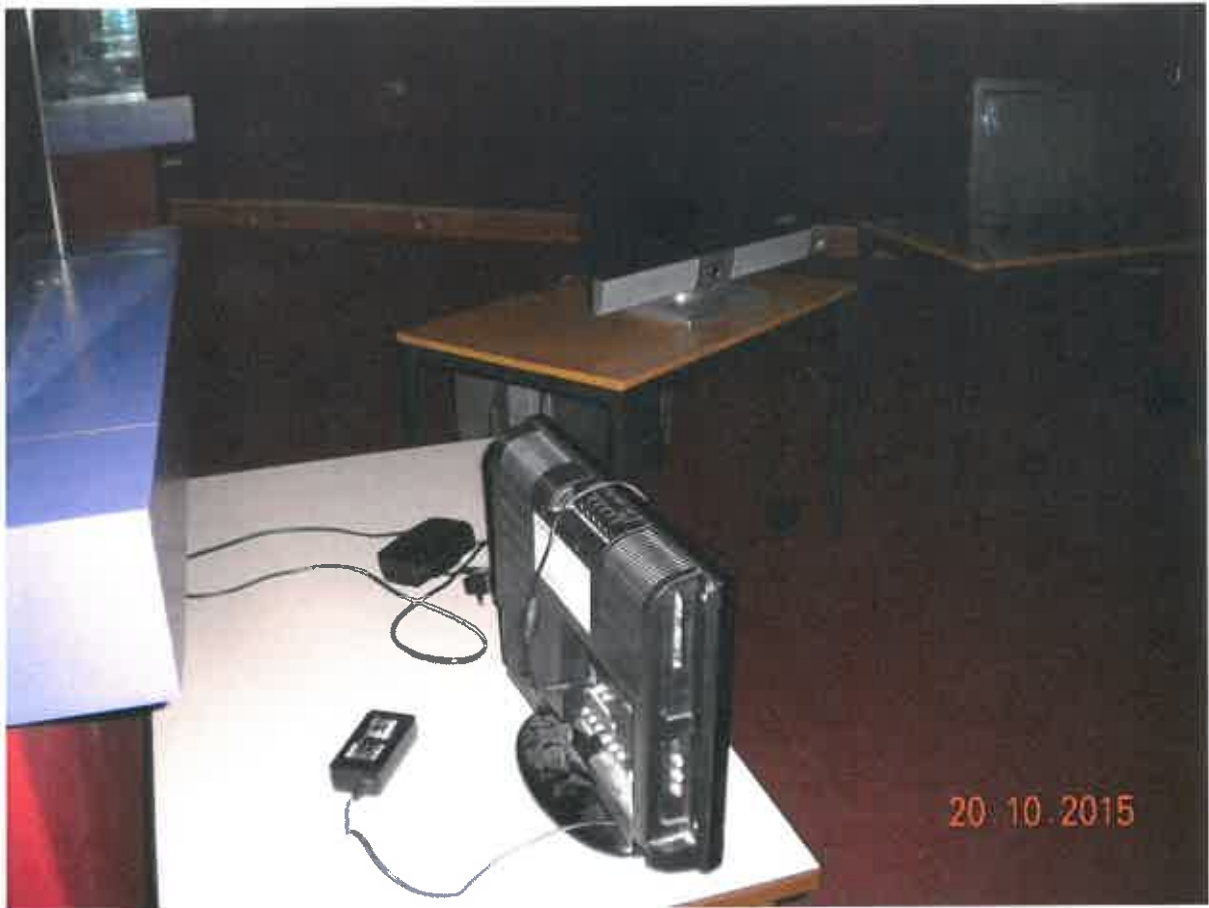
Signed: 

Name: Stephen Butler

Dated: 9 May 2016







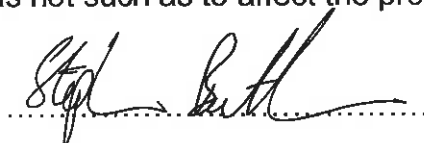
Appendix 1 Photo 11

Date image taken: 20 October 2015

Location detailed on image: Gaming monitors set up in first floor room in Whispers, 12A Regent Street, Barnsley

Reference: SRB DSCN1224

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed: 

Name: Stephen Butler

Dated: 9 May 2016





Appendix 1 Photo 12

Date image taken: 20 October 2015

Location detailed on image: Tripping hazard created by extension cable in first floor room in Whispers, 12A Regent Street, Barnsley

Reference: SRB DSCN1225

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed: .....

Name: Stephen Butler

Dated: 9 May 2016





Appendix 1 Photo 13

Date image taken: 20 October 2015

Location detailed on image: Envelope on bar in first floor room in Whispers, 12A Regent Street, Barnsley

Reference: SRB DSCN1226

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed:

Name: Stephen Butler

Dated: 9 May 2016





Appendix 1 Photo 14

Date image taken: 20 October 2015

Location detailed on image: Soft drinks and crisp packets on bar in first floor room in Whispers, 12A Regent Street, Barnsley

Reference: SRB DSCN1227

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed:

A handwritten signature in black ink, appearing to read 'Stephen Butler', written over a dotted line.

Name: Stephen Butler

Dated: 9 May 2016





# EVIDENCE BAG

APPENDIX 3

18.05.2016 16:14

Name/Ref No. (Block Letters) \_\_\_\_\_  
 (Continuity)  
 Name/Ref No. (Block Letters) \_\_\_\_\_  
 Signed \_\_\_\_\_  
 Date \_\_\_\_\_  
 Name/Ref No. (Block Letters) \_\_\_\_\_  
 Signed \_\_\_\_\_  
 Date \_\_\_\_\_  
 Name/Ref No. (Block Letters) \_\_\_\_\_  
 Signed \_\_\_\_\_  
 Date \_\_\_\_\_



Description \_\_\_\_\_  
 Quantity \_\_\_\_\_  
 Location \_\_\_\_\_  
 Date \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Name \_\_\_\_\_

**KeepSafe®**  
 Security Bags  
 Patent Numbers:  
 EPO 591326, EP 2314800  
 Other World Patents Pending







**Ward , William**

---

**From:** Butler , Stephen  
**Sent:** 25 February 2016 11:56  
**To:** charismatrading@hotmail.co.uk  
**Subject:** Hot Spot Lounge and other parts of 12 A Regent Street Barnsley

Dear Sirs,

**Charisma Trading Limited trading as Hot Spot Lounge, 12A Regent Street, Barnsley**

I revisited these premises on 27 November 2015 at which time Mr Philip Booth told me that he manages the business and was about to become a director. Mr Booth told me that he would provide written evidence that the electrical system at the premises is safe.

I have not yet seen evidence to demonstrate that the electrical system is safe. Please reply to me to give me information about health and safety at 12A Regent Street and in particular evidence of electrical safety.

I look forward to hearing from you.

Yours sincerely,

**Stephen Butler**

Environmental Health Officer

Regulatory Services

Place Directorate

Barnsley Metropolitan Borough Council

PO Box 634

Barnsley

S70 9GG

**Tel: (01226) 773863 Fax: (01226) 775699 Mob: (07786) 525848**

**email: [stephenbutler@barnsley.gov.uk](mailto:stephenbutler@barnsley.gov.uk)**

**Web: [www.barnsley.gov.uk](http://www.barnsley.gov.uk)**

  
Institution of Environmental Health Practitioners  
Chartered Environmental Health Practitioner





**BARNLSLEY**  
Metropolitan Borough Council

**Culture, Housing and Regulation**

Phillip Spurr - Service Director,  
Regulatory Services, PO Box 634, Barnsley, S70 9GG  
Tel: (01226) 773743 Fax: (01226) 775699

**HEALTH AND SAFETY AT WORK ETC ACT 1974  
SECTIONS 21, 23 AND 24**

**IMPROVEMENT NOTICE**

SERIAL NUMBER SRB/IN/V039334/1

**NAME:** CHARISMA TRADING LIMITED

**ADDRESS:** 38 DONCASTER ROAD  
BARNLSLEY  
SOUTH YORKSHIRE  
S70 1TL

**TRADING AS:** HOT SPOT LOUNGE

I Stephen Butler, Environmental Health Officer being a duly authorised Officer of Barnsley Metropolitan Borough Council, Regulatory Services, PO Box 634 Barnsley S70 9GG (Telephone No: 01226 772468) and appointed by an instrument in writing, made pursuant to Section 19 of the said Act and entitled to issue this Notice, **HEREBY GIVE YOU NOTICE** that I am of the opinion that at:

Hot Spot Lounge, 12a Regent Street, Barnsley S70 2HG

you, as an employer have contravened the following statutory provisions:

Health and Safety at Work etc. Act 1974 Section 2(1)  
Electricity at Work Regulations 1989 Regulation 4 (1) and (2)

because

The electrical system at the premises is not constructed or maintained in such a way so as to prevent, so far as is reasonably practicable, danger, in that alterations have been made to the electrical system and the electrical system has been re-energised without sufficient evidence that the system is safe

and I hereby require you to remedy the said contraventions or, as the case may be, the matters occasioning them **by 21 March 2016**.

I further direct the measures specified in the following schedule, which forms part of this Notice, shall be taken to remedy the said contravention(s) or matters:-

## SCHEDULE

1 Have the electrical system at the premises thoroughly checked by a competent person, being an electrician with sufficient training and experience of electrical safety in commercial entertainment venues

and

2 Obtain an Electrical Installation Condition Report (EICR)

and

3 Carry out all works identified in the report as necessary to ensure the safety of the electrical system

or

4 Take such other steps as necessary to remedy the contraventions or matters.

This is a relevant notice for the purposes of the Environment and Safety Information Act 1988.

This and all previous pages will form the register entry.

SIGNATURE:



DATE: 29 February 2016



## NOTES

1. Failure to comply with this Improvement Notice is an offence as provided by section 33(1)(g) of the Health and Safety at Work etc Act 1974 and section 33(2) and Schedule 3A of this Act renders the offender liable on summary conviction to imprisonment for a term not exceeding 6 months in England and Wales and 12 months in Scotland, or to a fine, or both, or, on conviction on indictment, to imprisonment for a term not exceeding 2 years, or a fine, or both.

2. An Inspector has power to withdraw an Improvement Notice, or extend the period specified in the notice, before the end of the period specified in it. If you wish this to be considered you should apply to the Inspector who issued the notice, but you must do so before the end of the period given in it. Such an application is not an appeal against this notice.

3. The issue of this notice does not relieve you of any legal liability for failing to comply with any statutory provisions referred to in the notice or to perform any other statutory or common law duty resting on you.

4. You can appeal against this notice to an Employment Tribunal. Details of the method of making an appeal (T420: Making a claim to an Employment Tribunal) and a form to use (ET 1A) are available from the HM Courts and Tribunal Service at <https://www.gov.uk/government/publications/employment-tribunal-claim-form>

**If you do not have access to the Internet, contact the person who issued this Notice and ask to be supplied with a hard copy of the form and the guidance.**

### **Time Limit For Appeal**

A notice of appeal must be presented to the Employment Tribunal within 21 days from the date of service on the appellant of the notice, or notices, appealed against, or within such further period as the tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the notice of appeal to be presented within the period of 21 days.

The entering of an appeal suspends the Improvement Notice until the appeal has been determined or withdrawn, but does not automatically alter the date given in this notice by which the matters contained in it must be remedied.

The rules for the hearing of an appeal are given in The Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013 (SI 2013 No 1237).

### **Public availability of information on all enforcement notices**

1. Barnsley Metropolitan Borough Council for its own purposes, records and monitors trends in the enforcement action it takes, and in the convictions and penalties imposed by the Courts. It is BMBC policy that this information should be brought to the public's attention. BMBC also has a statutory obligation under the Environment and Safety Information Act 1988 to maintain a public register of certain notices. Details from this notice will therefore be stored on an electronic database, which is available on request.

2. Information on a notice will not be entered onto the database until after the right of appeal against the notice has expired. Where a notice is withdrawn or cancelled on appeal no entry will be made. Entries relating to notices served on individuals will be kept on the register for a period of at least 5 years from the date of issue. Notices served on individuals under the age of 18 will be removed sooner.

3. Information will be withheld where, in BMBC's belief, its disclosure would:

- cause harm or prejudice; or
- be in breach of the law.

4. Personal information is dealt with in accordance with the Data Protection Act 1998. Where disclosure of personal information would be incompatible with the Act it will not be included on the database.

5. If you are not satisfied with the information contained in the entry you have a further right to appeal to BMBC in the first instance.



---

**Culture, Housing and Regulation**  
Phillip Spurr - Service Director,  
Regulatory Services, PO Box 634, Barnsley, S70 9GG  
Tel: (01226) 773743 Fax: (01226) 775699

**HEALTH AND SAFETY AT WORK ETC ACT 1974  
SECTIONS 21, 23 AND 24**

**IMPROVEMENT NOTICE**

**SERIAL NUMBER SRB/IN/V039334/2**

**NAME: CHARISMA TRADING LIMITED**

**ADDRESS: 38 DONCASTER ROAD  
BARNLSLEY  
SOUTH YORKSHIRE  
S70 1TL**

**TRADING AS: WHISPERS**

I Stephen Butler, Environmental Health Officer being a duly authorised Officer of Barnsley Metropolitan Borough Council, Regulatory Services, PO Box 634 Barnsley S70 9GG (Telephone No: 01226 772468) and appointed by an instrument in writing, made pursuant to Section 19 of the said Act and entitled to issue this Notice, **HEREBY GIVE YOU NOTICE** that I am of the opinion that at:

**Whispers, 12a Regent Street, Barnsley S70 2HG**

you, as an employer have contravened the following statutory provisions:

**Health and Safety at Work etc. Act 1974 Section 2(1) and 3(1)  
Electricity at Work Regulations 1989 Regulation 4 (1) and (2)**

**because**

**The electrical system at the premises is not constructed or maintained in such a way so as to prevent, so far as is reasonably practicable, danger, in that alterations have been made to the electrical system and the electrical system has been re-energised without sufficient evidence that the system is safe**

**and I hereby require you to remedy the said contraventions or, as the case may be, the matters occasioning them by 21 March 2016.**

**I further direct the measures specified in the following schedule, which forms part of this Notice, shall be taken to remedy the said contravention(s) or matters:-**

## SCHEDULE

1 Have the electrical system at the premises thoroughly checked by a competent person, being an electrician with sufficient training and experience of electrical safety in commercial entertainment venues

and

2 Obtain an Electrical Installation Condition Report (EICR)

and

3 Carry out all works identified in the report as necessary to ensure the safety of the electrical system

or

4 Take such other steps as necessary to remedy the contraventions or matters.

This is a relevant notice for the purposes of the Environment and Safety Information Act 1988.

This and all previous pages will form the register entry.

SIGNATURE:



DATE: 29 February 2016

## NOTES

1. Failure to comply with this Improvement Notice is an offence as provided by section 33(1)(g) of the Health and Safety at Work etc Act 1974 and section 33(2) and Schedule 3A of this Act renders the offender liable on summary conviction to imprisonment for a term not exceeding 6 months in England and Wales and 12 months in Scotland, or to a fine, or both, or, on conviction on indictment, to imprisonment for a term not exceeding 2 years, or a fine, or both.

2. An Inspector has power to withdraw an Improvement Notice, or extend the period specified in the notice, before the end of the period specified in it. If you wish this to be considered you should apply to the Inspector who issued the notice, but you must do so before the end of the period given in it. Such an application is not an appeal against this notice.

3. The issue of this notice does not relieve you of any legal liability for failing to comply with any statutory provisions referred to in the notice or to perform any other statutory or common law duty resting on you.

4. You can appeal against this notice to an Employment Tribunal. Details of the method of making an appeal (T420: Making a claim to an Employment Tribunal) and a form to use (ET 1A) are available from the HM Courts and Tribunal Service at <https://www.gov.uk/government/publications/employment-tribunal-claim-form>

**If you do not have access to the internet, contact the person who issued this Notice and ask to be supplied with a hard copy of the form and the guidance.**

### Time Limit For Appeal

A notice of appeal must be presented to the Employment Tribunal within 21 days from the date of service on the appellant of the notice, or notices, appealed against, or within such further period as the tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the notice of appeal to be presented within the period of 21 days.

The entering of an appeal suspends the Improvement Notice until the appeal has been determined or withdrawn, but does not automatically alter the date given in this notice by which the matters contained in it must be remedied.

The rules for the hearing of an appeal are given in The Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013 (SI 2013 No 1237).

### Public availability of information on all enforcement notices

1. Barnsley Metropolitan Borough Council for its own purposes, records and monitors trends in the enforcement action it takes, and in the convictions and penalties imposed by the Courts. It is BMBC policy that this information should be brought to the public's attention. BMBC also has a statutory obligation under the Environment and Safety Information Act 1988 to maintain a public register of certain notices. Details from this notice will therefore be stored on an electronic database, which is available on request.

2. Information on a notice will not be entered onto the database until after the right of appeal against the notice has expired. Where a notice is withdrawn or cancelled on appeal no entry will be made. Entries relating to notices served on individuals will be kept on the register for a period of at least 5 years from the date of issue. Notices served on individuals under the age of 18 will be removed sooner.

3. Information will be withheld where, in BMBC's belief, its disclosure would:

- cause harm or prejudice; or
- be in breach of the law.

4. Personal information is dealt with in accordance with the Data Protection Act 1998. Where disclosure of personal information would be incompatible with the Act it will not be included on the database.

5. If you are not satisfied with the information contained in the entry you have a further right to appeal to BMBC in the first instance.





Place Directorate  
Culture, Housing and Regulation  
Regulatory Services  
Head of Service : Simon Frow

Charisma Trading Limited  
38 Doncaster Road  
BARNSELY  
S70 1TL

My Ref: SRB/331588  
Your Ref:  
Date: 4 March 2016  
Enquiries to: Stephen Butler  
Direct Dial: 01226 773863  
E-Mail: stephenbutler@barnsley.gov.uk

Dear Sirs ,

**HEALTH ACT 2006  
EVIDENCE OF SMOKING IN SMOKE FREE PREMISES  
AT HOT SPOT LOUNGE 12A REGENT STREET BARNSELY**

At a meeting with Mr Philip Booth on 29 February 2016 I witnessed evidence that smoking had been allowed within Hotspot Lounge, 12A Regent Street, Barnsley. Mr Booth admitted that he allowed persons to smoke in the enclosed premises but told me that he only did so when the premises are not open to the public.

The purpose of this letter is to remind you that it is an offence for a person having management or control of smoke free premises to fail to prevent, or knowingly allow, smoking in the premises, including vehicles used for work.

Failure to comply with this legislation may result in legal action. The maximum fine for an offence under this legislation is £2 500. Any person found smoking in smoke free premises can also be subject to a fixed penalty of £50, or a fine of up to £200 if prosecuted and convicted in court.

All enforcement action is carried out in accordance with Regulatory Services enforcement policy. If you would like a copy of the policy please visit our website [www.barnsley.gov.uk](http://www.barnsley.gov.uk) or telephone 01226 772468.

Please bring this letter to the attention of all of your employees.

I will be pleased to explain any matter raised in this letter if you telephone me.

Yours sincerely,

Stephen Butler  
Environmental Health Officer  
(Health and Safety)





DATED 17th July 2015 2015

LEASE

relating to

**12A REGENT STREET, BARNSELY, S70 2HG**

between

**SPRINGCHOICE LEISURE LIMITED**

and

**CHARISMA TRADING LIMITED**

and

**M RAMOS AND P BOOTH**

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THIS LEASE is dated \_\_\_\_\_ 2015

**PARTIES**

- (1) SPRINGCHOICE LEISURE LIMITED, whose registered office is 69 High Street, Dodworth, Barnsley, S75 3RQ (**Landlord**).
- (2) CHARISMA TRADING LIMITED (CRN 9376699) 30 Doncaster Road, Barnsley, S70 1TL whose registered office is (**Tenant**).
- (3) MARIA RAMOS and PHILIP BOOTH of 4 Halifax Street, Barnsley S71 1QY (**Guarantor**).

**AGREED TERMS**

**1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

**Act of Insolvency:**

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant; or
- (b) the making of an administration order in relation to the Tenant; or
- (c) the appointment of an administrator in relation to the Tenant; or
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant; or
- (e) the commencement of a voluntary winding-up in respect of the Tenant, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- (f) the making of a winding-up order in respect of the Tenant; or
- (g) the striking-off of the Tenant from the Register of Companies; or
- (h) the Tenant otherwise ceasing to exist (but excluding where the Tenant dies); or
- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).

Act of insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

**Annual Rent:** rent at the following rates:

From 1st April 2015, £1,000 per month;

From 1st May 2015, £2,000 per month; then

From 1st June 2015, £50,000 per annum (exclusive of VAT);

and then as revised pursuant to this lease.

**Contractual Term:** a term of years beginning on, and including 26 January 2015 and ending on, and including 31 March 2021.

**CDM Regulations:** the Construction (Design and Management) Regulations 2007.

**Default Interest Rate:** four percentage points above the Interest Rate.

**Fire Escapes Lease:** a lease of the Fire Escapes dated 9 January 1995 made between (1) Moorend Estates Limited and (2) Deltacloud Limited.

**Fire Escapes Rent:** the rent from time to time payable in respect of the fire escapes under the Fire Escapes Lease.

**Insurance Rent:** the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:

- (a) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses;
- (b) loss of Annual Rent of the Property for three years; and
- (c) any insurance premium tax payable on the above.

**Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, terrorism (where available on reasonable commercial terms) and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

**Interest Rate:** interest at the base rate from time to time of Barclays Bank plc, or if that base rate stops being used or published then at a comparable commercial rate reasonably and properly determined by the Landlord.

**LTA 1954:** Landlord and Tenant Act 1954.

**Permitted Use:** use as a nightclub, bar and/or entertainment venue or such other use to which the Landlord may consent, such consent not to be unreasonably withheld or delayed.

**Property:** the land and building at 12A Regent Street, Barnsley S70 2HG being all of the land comprised in title number SYK198050.

**Rent Commencement Date:** 1 April 2015

**Rent Payment Dates:** 1 day of each month.

**Reservations:** all of the rights excepted, reserved and granted to the Landlord by this lease.

**Review Date:** 1st April 2018

**Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

- 1.2 A reference to this lease, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns. A reference to a guarantor includes a reference to the Guarantor and to any other guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions landlord covenant and tenant covenant each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the Property is to the whole and any part of it.
- 1.7 A reference to the term is to the Contractual Term and statutory continuation of this lease.
- 1.8 A reference to the end of the term is to the end of the term however it ends.
- 1.9 References to the consent of the Landlord are to the consent of the Landlord given in accordance with clause 39.5 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 39.6.

- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.12 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.14 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.15 A **person** includes a corporate or unincorporated body.
- 1.16 References to **writing** and **written** do not include faxes or email.
- 1.17 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.18 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.
- 2. GRANT**
- 2.1 At the request of the Guarantor, the Landlord with full title guarantee lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made, together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to any rights of third parties that are on the registers of title number SYK198050.

- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it,
  - (b) the insurance Rent; and
  - (c) all interest payable under this lease; and
  - (d) all other sums due under this lease.
3. **ANCILLARY RIGHTS**
- 3.1 The tenant shall have the benefit of all rights set out in the register of title SYK198050 excluding the Fire Escape Lease
4. **RIGHTS EXCEPTED AND RESERVED**
- 4.1 The rights granted by the Fire Escape Lease is excluded from the lease and the Tenant will not use the rights granted to the building by the Fire Escape Lease and acknowledges that at the end of its term the Fire Escape Lease shall not be renewed and will be removed from the title to the building.
- 4.2 The Landlord reserves the right to enter the Property:
- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
  - (b) for any other purpose mentioned in or connected with:
    - (i) this lease;
    - (ii) the Reservations; and
    - (iii) the Landlord's interest in the Property.
- 4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.
- 4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.
- 4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:



- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

**5. THIRD PARTY RIGHTS**

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

**6. THE ANNUAL RENT**

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by 12 equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

**7. REVIEW OF THE ANNUAL RENT**

- 7.1 In this clause the President is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the Surveyor is the independent valuer appointed pursuant to clause 7.7.
- 7.2 The amount of Annual Rent shall be reviewed on each Review Date to equal:
- (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;
  - (b) the open market rent agreed or determined pursuant to this clause.
- 7.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
- 7.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:
- (a) in the open market;
  - (b) at the relevant Review Date;

- (c) on the assumptions listed in clause 7.5; and
- (d) disregarding the matters listed in clause 7.6.

7.5 The assumptions are:

- (a) the Property is available to let in the open market:
  - (i) by a willing lessor to a willing lessee;
  - (ii) as a whole;
  - (iii) with vacant possession;
  - (iv) without a fine or a premium;
  - (v) for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date or a term 6 years commencing on the relevant Review Date, if longer; and
  - (vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent, and other than the provision in this lease for a rent-free period;
- (b) the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property;
- (c) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;
- (d) the Landlord and the Tenant have fully complied with their obligations in this lease;
- (e) if the Property, or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;
- (f) no work has been carried out on the Property that has diminished its rental value;
- (g) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and
- (h) the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential election to waive exemption from VAT in relation to the Property.

7.6 The matters to be disregarded are:

- (a) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;

- (b) any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
  - (c) any effect on rent attributable to any physical improvement to the Property carried out after the date of this lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law).
- 7.7 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date.
- 7.8 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.
- 7.9 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
- 7.10 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.7 shall then apply in relation to the appointment of a replacement.
- 7.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally).

The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review].

- 7.12 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:
- (a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
  - (b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the date payment is received by the Landlord.
- 7.13 Time shall not be of the essence for the purposes of this clause.
- 7.14 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.

## 8. INSURANCE

- 8.1 Subject to clause 8.2, the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the sum which the Landlord reasonably considers to be its full reinstatement cost (taking inflation of building costs into account) and shall keep the Property insured against loss of Annual Rent of the Property for a minimum of three years. The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.
- 8.2 The Landlord's obligation to insure is subject to:
- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
  - (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.
- 8.3 The Tenant shall pay to the Landlord within 14 days of demand:
- (a) the Insurance Rent;
  - (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and

- (c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes.

If the Landlord insures the Property together with other land, the amount of the Insurance Rent shall be a fair and proper proportion of the total for the Property and the other land.

8.4 The Tenant shall:

- (a) give the Landlord notice immediately any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
- (b) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property;
- (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (e) not effect any insurance of the Property (except any plate glass) at the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.

8.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or

- (c) repair or rebuild the Property after a notice has been served pursuant to clause 8.7 or clause 8.8.

8.6 If the Property is damaged or destroyed by the Insured Risk so as to be unfit for occupation and use then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use, or until the end of three years from the date of damage or destruction, if sooner.

8.7 If, following damage to or destruction of the Property, the Landlord reasonably and properly considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving at least three months written notice to the Tenant. On giving at least three months written notice this lease shall determine on the date specified in the notice but this shall be without prejudice to any right or remedy of either party in respect of any breach by the other party of any of the covenants contained in this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

8.8 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within one year after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

## 9. RATES AND TAXES

9.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

9.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair and proper proportion of the amount payable.

9.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord (such approval not to be unreasonably withheld).

9.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

#### **10. UTILITIES**

10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

10.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair and proper proportion of all those costs.

10.3 The Tenant shall comply in all material respects with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

#### **11. COMMON ITEMS**

11.1 The Tenant shall pay the Landlord within 14 days of demand a fair and proper proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.

11.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

#### **12. VAT**

12.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. Upon receipt of valid VAT invoices the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

12.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the

Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

**13. DEFAULT INTEREST AND INTEREST**

13.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

13.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

**14. COSTS**

14.1 The Tenant shall pay the proper costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and within three months after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under this lease, whether or not it is granted (save where the Landlord unreasonably withholds or delays consent or approval where the Landlord is not entitled to unreasonably withhold or delay the same).

14.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.



**15. COMPENSATION ON VACATING**

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

**16. NO DEDUCTION, COUNTERCLAIM OR SET-OFF**

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

**17. ASSIGNMENTS**

17.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

17.2 The Tenant shall not assign part only of this lease.

17.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to any or all of the following conditions:

(a) a condition that the assignor enters into an authorised guarantee agreement which:

- (i) is in respect of all the tenant covenants of this lease;
- (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
- (iii) imposes principal debtor liability on the assignor;
- (iv) requires (in the event of a disclaimer of liability of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
- (v) is otherwise in a form reasonably required by the Landlord.

(b) a condition that a person of standing acceptable to the Landlord enters into a guarantee and indemnity in the form set out in the Schedule (with such amendments and additions as the Landlord may reasonably require).

17.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign the lease:

- (a) the Annual Rent or any other money due under this lease is outstanding or there is a material and continuing breach of covenant by the Tenant that has not been remedied;
- (b) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease; or
- (c) the assignee and the Tenant are group companies within the meaning of section 42 of the LTA 1954.

17.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

## 18. UNDERLETTINGS

18.1 The Tenant shall not underlet the whole of the Property except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

18.2 The Tenant shall not underlet part only of the Property.

18.3 The Tenant shall not underlet the Property:

- (a) together with any property or any right over property that is not included within this lease;
- (b) at a fine or premium or reverse premium; nor
- (c) allowing any rent free period to the undertenant that exceeds the period as is then usual in the open market in respect of such a letting.

18.4 The Tenant shall not underlet the Property unless, before the underlease is granted, the Tenant has given the Landlord:

- (a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and
- (b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

18.5 Any underletting by the Tenant shall be by deed and shall include:

- (a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;

- (b) the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet and which is payable at the same times as the Annual Rent under this lease (but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 18.3(c));
- (c) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease; and
- (d) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease,

and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this lease.

18.6 In relation to any underlease granted by the Tenant, the Tenant shall:

- (a) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed; and
- (b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease.

**19. SHARING OCCUPATION**

The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

**20. CHARGING**

20.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

20.2 The Tenant shall not charge part only of this lease.

**21. PROHIBITION OF OTHER DEALINGS**

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the

Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

**22. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION**

22.1 In this clause a Transaction is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

22.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

22.3 No later than one month after a Transaction the Tenant shall:

- (a) give the Landlord's solicitors notice of the Transaction; and
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
- (c) pay the Landlord's solicitors a registration fee of £30 (plus VAT).

22.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

**23. REPAIRS**

23.1 The Tenant shall keep the Property clean and tidy and in good repair and condition.

23.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any

person on the Property with the actual or implied authority of any of them;  
or

- (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 8.2.

**24. DECORATION**

24.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary during the term.

24.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

24.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (such approval not to be unreasonably withheld or delayed).

**25. ALTERATIONS**

25.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.

25.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

25.3 The Tenant shall not make any external or internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

**26. SIGNS**

26.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.

26.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside except Signs of a design, size and number and in a position that are appropriate to the Property and/or the Permitted Use.

- 26.3 Before the end of the term, if required by the Landlord (the Landlord having served on the Tenant written notice of any such requirement at least one month prior to the end of the term), or if desired by the Tenant (at the Tenant's absolute discretion), the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.
- 26.4 The Tenant shall allow the Landlord to fix to and keep at the Property within the last six months of the term any sale or re-letting board as the Landlord reasonably requires.
- 27. RETURNING THE PROPERTY TO THE LANDLORD**
- 27.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 27.2 If the Landlord gives the Tenant written notice, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 27.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 27.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.
- 27.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.
- 28. Use**
- 28.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

- 28.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.
- 28.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.
29. COMPLIANCE WITH LAWS
- 29.1 The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
  - (b) the use of all Service Media and machinery and equipment at or serving the Property;
  - (c) any works carried out at the Property; and
  - (d) all materials kept at or disposed from the Property.
- 29.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 29.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
  - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 29.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent, such consent not to be unreasonably withheld or delayed.
- 29.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 29.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably and properly requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

29.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

29.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

### 30. LICENSING ACT

30.1 Any reference in this lease to licences required for the Permitted Use of the Property shall include all licences and permissions required to use the Property lawfully including (without limitation to the generality):

(a) a premises licence;

and

(b) where the Landlord has given its consent to the installation or operation on the Property of any machines games or other equipment of any kind any necessary licences or permits for those items or purposes

and all of these licences or permits shall (for the purposes of this lease be referred to collectively as "Trade Licences"

30.2 At all times to comply with the provisions of the Licensing Act 2003 and to procure that all those under the control of the Tenant do so as well

30.3 As to the Trade Licences:-

(a) to obtain and maintain the same, pay any fees relating to the same when necessary and make or join in any appeal relating to them (and in particular (without limitation to the generality of the foregoing) at all times to be the sole holder of the Premises Licence)

(b) not to put their existence or transfer at risk (and in particular (without limitation to the generality of the foregoing) not to give any notice to surrender the Premises Licence)

(c) not to put them at risk of revocation suspension or review by the licensing authority

(d) not without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) to give any undertakings or accept any conditions in respect of them nor to make any application to vary or review



them (save that the Tenant may apply to vary the Premises Licence under Section 37(1) of the Licensing Act 2003 to specify an individual as premises supervisor)

- (e) where the Landlord's consent is requested under (d) above to provide for approval by the Landlord (such approval not to be unreasonably withheld or delayed) a copy of any relevant operating schedule and plans and where the Landlord's approval is given then upon any undertaking condition or variation being accepted or agreed by the licensing authority to provide to the Landlord such details and/or documentation as the Landlord shall reasonably and properly require
- (f) to give notice to the Landlord immediately if the Tenant becomes aware of anything that may affect them and to take such action as the Landlord reasonably and properly directs

30.4 At all times to ensure that a suitable person is specified in the premises licence as the premises supervisor

30.5 At the request of the Landlord to deliver to it a certified copy of the premises licence for retention by the Landlord.

30.6 The Tenant by way of security irrevocably appoints the Landlord (with full power to appoint delegate and to sub-delegate) to be his attorney to do all things necessary to comply (if the Tenant should fail to do so) with his obligations relating to the Trade Licences and the Tenant undertakes and warrants to confirm and notify and be bound by any action of the Landlord pursuant to this clause (which shall take effect as an irrevocable power of attorney pursuant to Section 4 of the Powers of Attorney Act 1971)

**31. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**

31.1 The Tenant shall not grant any right or licence over the Property to a third party.

31.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

- (a) immediately give notice to the Landlord; and
- (b) take all steps (including any proceedings) the Landlord reasonably and properly requires (at the sole expense of the Landlord) to prevent or license the continuation of that encroachment or action.

31.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

- 31.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 31.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately notify the Landlord; and
  - (b) take all steps (including proceedings) the Landlord reasonably and properly requires (at the sole expense of the Landlord) to prevent or secure the removal of the obstruction.

**32. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS**

- 32.1 The Landlord may, having served reasonable prior written notice on the Tenant, enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 32.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 32.3 The proper costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 32.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 36.

**33. INDEMNITY**

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

**34. LANDLORD'S COVENANT FOR QUIET ENJOYMENT**

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have

quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

**35. GUARANTEE AND INDEMNITY**

35.1 The provisions of the Schedule apply.

35.2 If an Act of insolvency occurs in relation to a guarantor, or if any guarantor (being an individual) dies or becomes incapable of managing his affairs the Tenant shall, if the Landlord requests, procure that a person of standing reasonably acceptable to the Landlord enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by the former guarantor.

35.3 Clause 35.2 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.

35.4 For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord reasonably and properly requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

**36. RE-ENTRY AND FORFEITURE**

36.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any material and continuing breach of any condition of, or tenant covenant, in this lease;
- (c) an Act of Insolvency.

36.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

**37. LIABILITY**

37.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or

compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

37.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

37.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

**38. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS**

38.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

38.2 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

38.3 Nothing in this clause shall limit or exclude any liability for fraud.

**39. NOTICES, CONSENTS AND APPROVALS**

39.1 A notice given under or in connection with this lease shall be:

(a) in writing unless this lease expressly states otherwise and for the purposes of this clause an e-mail is not in writing;

(b) given:

(i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or

(ii) by fax to the party's main fax number.

39.2 If a notice is given in accordance with clause 39.1, it shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

- 39.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 39.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 39.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
- (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord; and
  - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

- 39.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (a) the approval is being given in a case of emergency; or
  - (b) this lease expressly states that the approval need not be in writing.
- 39.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

#### **40. GOVERNING LAW AND JURISDICTION**

40.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

40.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

#### **41. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but

this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

**42. LANDLORD AND TENANT (COVENANTS) ACT 1995**

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

**43. ADMISSION**

Whilst the Landlord is Springchoice Leisure Limited (CRN 02674388) to permit Mr Christopher Palmer and one guest a VIP pass admission to the Property during normal trading hours once per week

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**Schedule      Guarantee and indemnity**

**1.      GUARANTEE AND INDEMNITY**

1.1      The Guarantor guarantees to the Landlord that the Tenant shall:

- (a)      pay the rents reserved by this lease and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
- (b)      observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the **Authorised Guarantee Agreement**) and that if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2      The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant:

- (a)      to pay any of the rents reserved by this lease or any failure to observe or perform any of the tenant covenants of this lease; and
- (b)      to observe or perform any of the obligations the Tenant enters into in the **Authorised Guarantee Agreement**.

**2.      GUARANTOR'S LIABILITY**

2.1      The liability of the Guarantor under paragraphs 1.1(a) and 1.2(a) shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.

2.2      The liability of the Guarantor shall not be affected by:

- (a)      any time or indulgence granted by the Landlord to the Tenant; or
- (b)      any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the **Authorised Guarantee Agreement**) or in making any demand in respect of any of them; or
- (c)      any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property; or
- (d)      the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease or to observe or perform the

tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or

- (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this lease or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of any such security; or
- (f) a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them; or
- (g) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or
- (h) the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or
- (i) without prejudice to paragraph 4, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease; or
- (j) the surrender of part of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or

by any other act or omission except an express written release by deed of the Guarantor by the Landlord.

2.3 The liability of each of the persons making up the Guarantor is joint and several.

2.4 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.

### 3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS

3.1 The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the Authorised Guarantee Agreement).

3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) whether or not:



- (a) the variation is material or prejudicial to the Guarantor; or
  - (b) the variation is made in any document; or
  - (c) the Guarantor has consented, in writing or otherwise, to the variation.
  
- 3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.
  
- 4. **GUARANTOR TO TAKE A NEW LEASE OR MAKE PAYMENT**
  
- 4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than four months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor shall enter into a new lease of the Property on the terms set out in paragraph 4.2.
  
- 4.2 The rights and obligations under the new lease shall take effect from the date of the forfeiture or disclaimer and the new lease shall:
  - (a) be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
  - (b) be for a term that expires at the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;
  - (c) reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5) and which is subject to review on the same terms and dates provided by this lease; and
  - (d) be excluded from sections 24 to 28 of the LTA 1954; and
  - (e) otherwise be on the same terms as this lease (as varied if there has been any variation).
  
- 4.3 The Guarantor shall pay the Landlord's solicitors' reasonable and proper costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.
  
- 4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights which the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.

4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to four months Annual Rent and the Guarantor shall pay that amount within 28 days of demand.

**5. RENT AT THE DATE OF FORFEITURE OR DISCLAIMER**

If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be the greater of:

- (a) the Annual Rent previously payable (or which would have been payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) under the lease prior to forfeiture or disclaimer; and
- (b) the open market rent of the Property at the relevant Review Date, as determined by the Landlord before the grant of the new lease.

**6. PAYMENTS IN GROSS AND RESTRICTIONS ON THE GUARANTOR**

6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.

6.2 The Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.

6.3 The Guarantor shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

**7. OTHER SECURITIES**

7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

- 7.2 This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this lease and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.
- 7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this lease or to observe and perform the tenant covenants of this lease.

Executed as a deed by the Landlord  
Limited acting by Christopher Palmer,  
a director, in the presence of:

.....  
Director

.....  
.....

Executed as a deed by the Tenant  
acting by, Maria Ramos.  
a director, in the presence of:

.....  
Director

.....  
.....

Signed as a deed by  
Maria Ramos  
in the presence of:

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Signed as a deed by  
Philip Booth  
in the presence of:

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Place Directorate  
Culture, Housing and Regulation  
Regulatory Services  
Head of Service : Simon Frow

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Springchoice Leisure Limited  
69 High Street  
Dodworth  
BARNSELY  
S75 3RQ

My Ref: V039334  
Your Ref:  
Date: 4 March 2016  
Enquiries to: Stephen Butler  
Direct Dial: 01226 773863  
E-Mail: stephenbutler@barnsley.gov.uk

Dear Sir,

**IMPROVEMENT NOTICES SRB/V039319/3 AND SRB/ V039319/4 RELATING TO  
HOT SPOT LOUNGE AND WHISPERS 12A REGENT STREET BARNSELY**

I refer to my previous letter dated 29 February 2016 and to improvement notices served on you in relation to electrical works required at 12A Regent Street Barnsley.

I have been handed by Mr Philip Booth a copy of a lease that makes Charisma Trading Limited responsible for the matters required in the improvement notices referred to.

For these reasons I hereby withdraw improvement notices SRB/V039319/3 and SRB/V039319/4.

Improvement Notices served on Charisma Trading Limited in respect of the safety of the same electrical systems have not been withdrawn.

Please contact me if you have any questions arising from the receipt of this letter.

Yours faithfully

Stephen Butler  
Environmental Health Officer





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Place Directorate  
Culture, Housing and Regulation  
Regulatory Services  
Head of Service : Simon Frow

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Charisma Trading Limited  
38 Doncaster Road  
BARNLSLEY  
S70 1TL

My Ref: V039334  
Your Ref:  
Date: 4 March 2016  
Enquiries to: Stephen Butler  
Direct Dial: 01226 773863  
E-Mail: [stephenbutler@barnsley.gov.uk](mailto:stephenbutler@barnsley.gov.uk)

Dear Sir,

**IMPROVEMENT NOTICES RELATING TO  
HOT SPOT LOUNGE AND WHISPERS 12A REGENT STREET BARNLSLEY**

I refer to my previous letter dated 29 February 2016 and to improvement notices served on Charisma Trading Limited and on Springchoice Leisure Limited in relation to electrical works required at 12A Regent Street Barnsley.

I have been handed by Mr Philip Booth a copy of a lease that makes Charisma Trading Limited responsible for the matters required in the improvement notices referred to.

For these reasons I have today withdrawn improvement notices SRB/V039319/3 and SRB/V039319/4 served on Springchoice Leisure Limited.

Improvement Notices SRB/V039319/1 and SRB/V039319/2 served on Charisma Trading Limited in respect of the safety of the same electrical systems have **not** been withdrawn and **must be complied with by 21 March 2016**. Failure to comply will result in legal action being considered against you.

Please contact me as soon as possible if you are considering alternative actions to those set out in the schedules to the improvement notices or if you have any other concerns or are considering an appeal.

All enforcement action carried out by the service is in accordance with the Regulatory Services enforcement policy. Copies are available on request.

Should you wish to discuss the inspection process or this correspondence further you may also contact my line manager, Miss Rachel Shaw on (01226) 773743.

Yours faithfully

Stephen Butler  
Environmental Health Officer







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**Place Directorate  
Culture, Housing and Regulation  
Regulatory Services  
Head of Service : Simon Frow**

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Charisma Trading Limited  
38 Doncaster Road  
BARNLSLEY  
South Yorkshire  
S70 1TL

My Ref: V039334  
Your Ref:  
Date: 1 April 2016  
Enquiries to: Stephen Butler  
Direct Dial: 01226 773863  
E-Mail: stephenbutler@barnsley.gov.uk

Dear Sir,

**HEALTH AND SAFETY AT WORK ETC ACT 1974 SECTION 2(1); 3(1) AND 33(1)(g)  
ELECTRICITY AT WORK REGULATIONS 1989 REGULATION 4(1) and 4(2)  
IMPROVEMENT NOTICES SRB/V039334/1 RELATING TO HOT SPOT LOUNGE AND  
SRB/V039334/2 RELATING TO WHISPERS 12A REGENT STREET BARNLSLEY**

I found it necessary on 29 February to serve two improvement notices that required you to have the electrical system at 12A Regent Street Barnsley thoroughly checked by a competent person and to obtain an Electrical Installation Condition Report (EICR) as detailed in the schedule to each of the notices.

I am charged with making enquiries as to the person(s) responsible for this. I must inform you that it is a criminal offence under Health and Safety at Work etc Act 1974 section 33 (1) (g) for a person, which includes a corporate body, to contravene any requirement imposed by an improvement notice.

These notices have not been subject to an appeal, no extension of time was requested and no evidence has been provided to demonstrate that the notices have been complied with before 21 March 2016 as detailed in the notices.

As part of this investigation the company is invited to attend a formal interview to give you the opportunity to explain the above. The aim of the interview is to establish the facts regarding the alleged offence and to ask you some specific questions about it, as investigations suggest that you may be able to assist me with my enquiries.

The interview will, therefore, be an opportunity for you to explain whether or not you have had any involvement in the matter under investigation, and help to determine whether this is a line of enquiry that I need to follow.

The interview has been arranged for **Monday, 18 April at 11am at The Town Hall, Church Street, Barnsley, S70 2TA**. Please enter by the side door (facing Centenary Pals Square) and wait in the reception area opposite the gift shop.

**Please inform me who will be attending on behalf of Charisma Trading Limited. If this appointment is not convenient please let me know.**

A map showing the location of this building (at 1) is enclosed.

The Town Hall is wheel chair accessible and there is a lift to the first floor where the interview will take place. If you have any other access needs or require an induction loop please let me know prior to the interview. If English is not your preferred spoken language please contact me as soon as possible so that an independent interpreter can be arranged to attend the interview.

The interview will be recorded and conducted in accordance with the Police and Criminal Evidence Act Codes of Practice. You may wish to seek legal advice prior to the interview and you are entitled to have legal representation present.

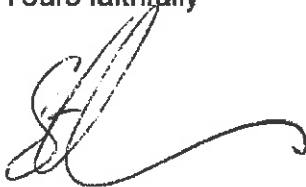
The person attending the interview should bring with them written authorisation signed by the Managing Director or Company Secretary permitting them to speak on behalf of Charisma Trading Limited in this matter. In addition that individual should bring with them some form of photographic identification such as a driving licence or passport. If there is any problem in providing these please telephone me prior to the interview.

**Please be advised, that if your representative does not have the written authorisation of the Company, I will be unable to proceed with the interview.**

Please do not ignore this letter. Failure to respond may result in formal action against Charisma Trading Limited.

All enforcement carried out by the Service is in accordance with the Regulatory Services Enforcement Policy. If you would like a copy of the policy, please telephone 01226 773743.

Yours faithfully



Stephen Butler  
Environmental Health Officer

**Enclosures:**

Improvement notice SRB/IN/V039334/1 and notes  
Improvement notice SRB/IN/V039334/2 and notes  
Interviewing Under Caution - A Guide  
Map and directions

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**Culture, Housing and Regulation**  
Phillip Spurr - Service Director,  
Regulatory Services, PO Box 634, Barnsley, S70 9GG  
Tel: (01226) 773743 Fax: (01226) 775699

**HEALTH AND SAFETY AT WORK ETC ACT 1974  
SECTIONS 21, 23 AND 24**

**IMPROVEMENT NOTICE**

**SERIAL NUMBER SRB/INV039334/2**

**NAME: CHARISMA TRADING LIMITED**

**ADDRESS: 38 DONCASTER ROAD  
BARNLSLEY  
SOUTH YORKSHIRE  
S70 1TL**

**TRADING AS: WHISPERS**

I Stephen Butler, Environmental Health Officer being a duly authorised Officer of Barnsley Metropolitan Borough Council, Regulatory Services, PO Box 634 Barnsley S70 9GG (Telephone No: 01226 772468) and appointed by an instrument in writing, made pursuant to Section 19 of the said Act and entitled to issue this Notice, **HEREBY GIVE YOU NOTICE** that I am of the opinion that at:

**Whispers, 12a Regent Street, Barnsley S70 2HG**

you, as an employer have contravened the following statutory provisions:

**Health and Safety at Work etc. Act 1974 Section 2(1) and 3(1)  
Electricity at Work Regulations 1989 Regulation 4 (1) and (2)**

**because**

The electrical system at the premises is not constructed or maintained in such a way so as to prevent, so far as is reasonably practicable, danger, in that alterations have been made to the electrical system and the electrical system has been re-energised without sufficient evidence that the system is safe

and I hereby require you to remedy the said contraventions or, as the case may be, the matters occasioning them **by 21 March 2016.**

I further direct the measures specified in the following schedule, which forms part of this Notice, shall be taken to remedy the said contravention(s) or matters:-

## SCHEDULE

1 Have the electrical system at the premises thoroughly checked by a competent person, being an electrician with sufficient training and experience of electrical safety in commercial entertainment venues

and

2 Obtain an Electrical Installation Condition Report (EICR)

and

3 Carry out all works identified in the report as necessary to ensure the safety of the electrical system

or

4 Take such other steps as necessary to remedy the contraventions or matters.

This is a relevant notice for the purposes of the Environment and Safety Information Act 1988.

This and all previous pages will form the register entry.

SIGNATURE:

A handwritten signature in black ink, appearing to be 'G. L.', written in a cursive style.

DATE: 29 February 2016

## NOTES

1. Failure to comply with this Improvement Notice is an offence as provided by section 33(1)(g) of the Health and Safety at Work etc Act 1974 and section 33(2) and Schedule 3A of this Act renders the offender liable on summary conviction to imprisonment for a term not exceeding 6 months in England and Wales and 12 months in Scotland, or to a fine, or both, or, on conviction on indictment, to imprisonment for a term not exceeding 2 years, or a fine, or both.

2. An Inspector has power to withdraw an Improvement Notice, or extend the period specified in the notice, before the end of the period specified in it. If you wish this to be considered you should apply to the Inspector who issued the notice, but you must do so before the end of the period given in it. Such an application is not an appeal against this notice.

3. The issue of this notice does not relieve you of any legal liability for failing to comply with any statutory provisions referred to in the notice or to perform any other statutory or common law duty resting on you.

4. You can appeal against this notice to an Employment Tribunal. Details of the method of making an appeal (T420: Making a claim to an Employment Tribunal) and a form to use (ET 1A) are available from the HM Courts and Tribunal Service at <https://www.gov.uk/government/publications/employment-tribunal-claim-form>

If you do not have access to the internet, contact the person who issued this Notice and ask to be supplied with a hard copy of the form and the guidance.

### Time Limit For Appeal

A notice of appeal must be presented to the Employment Tribunal within 21 days from the date of service on the appellant of the notice, or notices, appealed against, or within such further period as the tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the notice of appeal to be presented within the period of 21 days.

The entering of an appeal suspends the Improvement Notice until the appeal has been determined or withdrawn, but does not automatically alter the date given in this notice by which the matters contained in it must be remedied.

The rules for the hearing of an appeal are given in The Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013 (SI 2013 No 1237).

### Public availability of information on all enforcement notices

1. Barnsley Metropolitan Borough Council for its own purposes, records and monitors trends in the enforcement action it takes, and in the convictions and penalties imposed by the Courts. It is BMBC policy that this information should be brought to the public's attention. BMBC also has a statutory obligation under the Environment and Safety Information Act 1988 to maintain a public register of certain notices. Details from this notice will therefore be stored on an electronic database, which is available on request.

2. Information on a notice will not be entered onto the database until after the right of appeal against the notice has expired. Where a notice is withdrawn or cancelled on appeal no entry will be made. Entries relating to notices served on individuals will be kept on the register for a period of at least 5 years from the date of issue. Notices served on individuals under the age of 18 will be removed sooner.

3. Information will be withheld where, in BMBC's belief, its disclosure would:

- cause harm or prejudice; or
- be in breach of the law.

4. Personal information is dealt with in accordance with the Data Protection Act 1998. Where disclosure of personal information would be incompatible with the Act it will not be included on the database.

5. If you are not satisfied with the information contained in the entry you have a further right to appeal to BMBC in the first instance.



**Culture, Housing and Regulation**  
Phillip Spurr - Service Director,  
Regulatory Services, PO Box 634, Barnsley, S70 9GG  
Tel: (01226) 773743 Fax: (01226) 775699

**HEALTH AND SAFETY AT WORK ETC ACT 1974  
SECTIONS 21, 23 AND 24**

**IMPROVEMENT NOTICE**

**SERIAL NUMBER SRB/IN/V039334/1**

**NAME: CHARISMA TRADING LIMITED**

**ADDRESS: 38 DONCASTER ROAD  
BARNLSLEY  
SOUTH YORKSHIRE  
S70 1TL**

**TRADING AS: HOT SPOT LOUNGE**

I Stephen Butler, Environmental Health Officer being a duly authorised Officer of Barnsley Metropolitan Borough Council, Regulatory Services, PO Box 634 Barnsley S70 9GG (Telephone No: 01226 772468) and appointed by an instrument in writing, made pursuant to Section 19 of the said Act and entitled to issue this Notice, **HEREBY GIVE YOU NOTICE** that I am of the opinion that at:

**Hot Spot Lounge, 12a Regent Street, Barnsley S70 2HG**

you, as an employer have contravened the following statutory provisions:

**Health and Safety at Work etc. Act 1974 Section 2(1)  
Electricity at Work Regulations 1989 Regulation 4 (1) and (2)**

**because**

The electrical system at the premises is not constructed or maintained in such a way so as to prevent, so far as is reasonably practicable, danger, in that alterations have been made to the electrical system and the electrical system has been re-energised without sufficient evidence that the system is safe

and I hereby require you to remedy the said contraventions or, as the case may be, the matters occasioning them by **21 March 2016**.

I further direct the measures specified in the following schedule, which forms part of this Notice, shall be taken to remedy the said contravention(s) or matters:-

## SCHEDULE

1 Have the electrical system at the premises thoroughly checked by a competent person, being an electrician with sufficient training and experience of electrical safety in commercial entertainment venues

and

2 Obtain an Electrical Installation Condition Report (EICR)

and

3 Carry out all works identified in the report as necessary to ensure the safety of the electrical system

or

4 Take such other steps as necessary to remedy the contraventions or matters.

This is a relevant notice for the purposes of the Environment and Safety Information Act 1988.

This and all previous pages will form the register entry.

SIGNATURE:

A handwritten signature in black ink, appearing to be 'J.L.', written over a horizontal line.

DATE: 29 February 2016



## NOTES

1. Failure to comply with this Improvement Notice is an offence as provided by section 33(1)(g) of the Health and Safety at Work etc Act 1974 and section 33(2) and Schedule 3A of this Act renders the offender liable on summary conviction to imprisonment for a term not exceeding 6 months in England and Wales and 12 months in Scotland, or to a fine, or both, or, on conviction on indictment, to imprisonment for a term not exceeding 2 years, or a fine, or both.

2. An Inspector has power to withdraw an Improvement Notice, or extend the period specified in the notice, before the end of the period specified in it. If you wish this to be considered you should apply to the Inspector who issued the notice, but you must do so before the end of the period given in it. Such an application is not an appeal against this notice.

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- be in breach of the law.

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5. If you are not satisfied with the information contained in the entry you have a further right to appeal to BMBC in the first instance.



## What happens at the interview?

As soon as you enter the interview room, any recording media (CD or cassette tape) will be unsealed from its packaging in front of you and will be placed into the recorder. The recorder will then be switched on and will start to record the interview.

Before you are asked any questions the council's officers will explain a number of things to you, including:

- That the interview is being recorded
- That the interview is being conducted in accordance with the Police and Criminal Evidence Act 1984 and that a copy of the Codes of Practice for the Act is available for you to consult
- You will be cautioned and advised of your rights – whether or not you are under arrest, that you are free to leave the interview at any time (if not under arrest) and that you may seek legal advice at any time
- Why you have been asked to attend the interview

You will then be asked questions about the alleged offence(s). The council's officers are not bound to accept the first answer you give but are under a duty to try to establish the truth about what has happened.

At the end of the interview you will be asked to sign a paper seal which will be used to seal one of the recordings. You will be given a form explaining how you can have access to a copy of the recording.

You will also be given a form advising what will happen next.

## General Information

This leaflet is intended to provide only outline guidance about why the council is asking you to attend an interview under caution. It does not give details of your legal rights which are covered in the Police and Criminal Evidence Act 1984.

The council is committed to the promotion of equal opportunities in all of its affairs. Every effort will be made to ensure that members of the public are treated equally and fairly, regardless of race, gender, marital status, sexual orientation, religion, disability or age.

**For further information, please contact the investigator named on your appointment letter accompanying this leaflet.**

# Interview Under Caution A Guide

### Why have I been asked to attend an interview under caution?

The council has asked you to attend an interview under caution because it believes that there are grounds to suspect that you have committed a criminal offence.

This does not mean that the council believes you are guilty and will prosecute you; it means that the evidence the council has obtained so far suggests you **may** have committed an offence.

The interview is held to establish the facts and will be an opportunity for you to explain to the council whether or not you have had any involvement in the matter under investigation. This will also help with any further investigations the council **may** need to undertake.

All the available evidence will then be reviewed which may lead to the council prosecuting you in a Criminal Court.

### Who will interview me?

You will usually be interviewed by one or two officers from the council. These officers are specially trained to conduct interviews under caution.

If there has been a joint investigation in your case, you may be interviewed by an officer from the council; accompanied by a Police officer or an officer from another agency. If this is the case it will be made clear to you in your appointment letter.

### Do I have to attend an interview?

No, you do not have to attend an interview but that will not prevent the council taking further action against you. However, you can be arrested for some offences. Attending an interview gives you the opportunity to answer any questions that have arisen from the investigation and put forward any explanation to the council.

If you are unable to attend an interview due to other commitments i.e. holiday, work, childcare reasons or unforeseen circumstances such as illness, the council will be able to offer you a revised date and time to attend an interview.

Please contact the Investigating officer named in your appointment letter at the earliest opportunity to re-arrange an appointment.

However, if you fail to attend within a reasonable time, then all the available evidence will be reviewed and the council will make a decision on any proposed action.

### Who can come to the interview with me?

Anyone who is not connected to the investigation can attend the interview with you e.g. a friend, a social worker, or a relative. However, they will not be allowed to answer questions on your behalf. They are with you for moral support only.

**Please note:** The council does not have childcare facilities and will not interview you if you have a dependant child with you.

Please contact the Investigating officer as soon as possible on receipt of your invitation to interview letter if you have any disability which may affect the interview, or English is not your first language (and you have difficulty in understanding and answering in English). The council will provide a translator at no expense to you.

You may wish to seek legal advice prior to the interview. You are also entitled to have legal representation present at the interview. Your local Citizens Advice Bureau may be able to help you with this or you can appoint your own legal advisor.







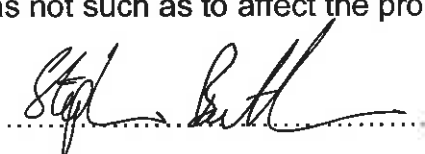
Appendix 11 Photo 10

Date image taken: 14 April 2016

Location detailed on image: Façade of Whispers, 12A Regent Street, Barnsley

Reference: SRB DSCN1466

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed: 

Name: Stephen Butler

Dated: 9 May 2016







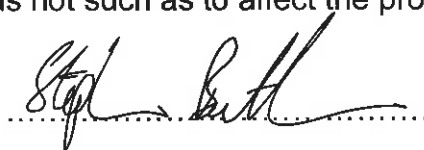
Appendix 11 Photo 16

Date image taken: 14 April 2016

Location detailed on image: Broken steps to front of Whispers, 12A Regent Street, Barnsley

Reference: SRB DSCN1467

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed: 

Name: Stephen Butler

Dated: 9 May 2016





Appendix 11 Photo 17

Date image taken: 14 April 2016

Location detailed on image: Broken steps to front of Whispers, 12A Regent Street, Barnsley

Reference: SRB DSCN1468

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed:

Name: Stephen Butler

Dated: 9 May 2016





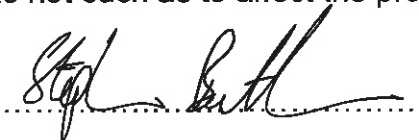
Appendix 11 Photo 19

Date image taken: 14 April 2016

Location detailed on image: Taped cable joint to lamp in use at Whispers, 12A Regent Street, Barnsley

Reference: SRB DSCN1470

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed: 

Name: Stephen Butler

Dated: 9 May 2016





Appendix 11 Photo 20

Date image taken: 14 April 2016

Location detailed on image: Cable with taped joint showing that it is in use at  
Whispers, 12A Regent Street, Barnsley

Reference: SRB DSCN1471

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed:

Name: Stephen Butler

Dated: 9 May 2016







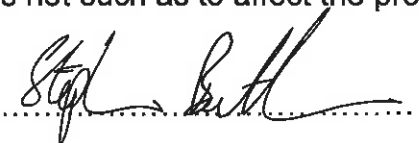
Appendix 11 Photo 21

Date image taken: 14 April 2016

Location detailed on image: Angus Thornber and another worker carrying out refit at Whispers, 12A Regent Street, Barnsley

Reference: SRB DSCN1472

To the best of my knowledge and belief there are no reasonable grounds for believing that the image, produced from the digital camera used in this matter, is inaccurate because of improper use of the digital camera, and to the best of my knowledge and belief, at all material times, the digital camera was operating properly, or if not, any respect in which it was not operating properly or was out of operation, was not such as to affect the production of the photographs or their accuracy.

Signed: 

Name: Stephen Butler

Dated: 9 May 2016



**Ward , William**

---

**From:** Chris Palmer <cpalmerbfdltd@aol.com>  
**Sent:** 16 April 2016 00:51  
**To:** Butler , Stephen  
**Subject:** 12a Regent Street, Barnsley  
**Attachments:** img318.jpg; img319.jpg

Dear Mr Butler,

Please see attachments as proof of new lease to "Mixed Up Events Ltd" from the 1st March 2016.

I understood the new tenant had already informed you of this?

Kind regards,  
 Chris Palmer  
 cpalmerbfdltd@aol.com

-----Original Message-----

**From:** Butler , Stephen <StephenButler@barnsley.gov.uk>  
**To:** cpalmerbfdltd <cpalmerbfdltd@aol.com>  
**Sent:** Fri, 15 Apr 2016 17:45  
**Subject:** Whispers, 12a Regent Street, Barnsley

Dear Mr Palmer,

**Whispers, 12a Regent Street, Barnsley**

You will recall that we have previously discussed who is responsible for maintaining the electrical system at 12a Regent Street. You previously informed me that it was the responsibility of Charisma Trading Limited as set out in a lease agreement with that company.

Please let me know if this situation has changed and if so when that change was made. Documentary evidence such as a new lease agreement will be required.

Thank you for your cooperation,

Yours sincerely,

**Stephen Butler**

Environmental Health Officer

Regulatory Services

Place Directorate

Barnsley Metropolitan Borough Council

PO Box 634

Barnsley

S70 9GG

**Tel: (01226) 773863 Fax: (01226) 775699 Mob: (07786) 525848**

**email: [stephenbutler@barnsley.gov.uk](mailto:stephenbutler@barnsley.gov.uk)**

**Web: [www.barnsley.gov.uk](http://www.barnsley.gov.uk)**



Chartered Environmental  
 Health Practitioner

**\*\*\* Barnsley MBC Disclaimer:**

This e-mail and any files attached are confidential for the use of the intended recipient. If you have received this e-mail in error please notify the sender as soon as possible and delete the communication from your system without copying, disseminating or distributing the same in any way by any means. Any views or opinions expressed belong solely to the author and do not necessarily represent those of the Council. In particular, the Council will not accept liability for any defamatory statements made by email communications. Recipients are responsible for ensuring that all e-mails and files sent are checked for viruses. The Council will not accept liability for damage caused by any virus transmitted by this e-mail. No guarantees are offered on the security, content and accuracy of any e-mails and files received. Be

aware that this e-mail communication may be intercepted for regulatory, quality control, or crime detection purposes unless otherwise prohibited. The content of this email and any attachment may be stored for future reference.

DATED

1st MARCH 2016

-----  
**LEASE**

relating to

**12A REGENT STREET, BARNSELEY, S70 2HG**

between

**SPRINGCHOICE LEISURE LIMITED**

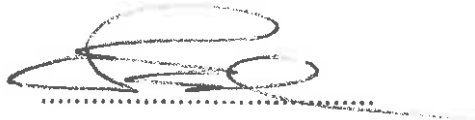
and


**MIXED UP EVENTS LIMITED**

and

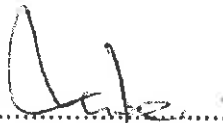



Executed as a deed by the Landlord  
Limited acting by Christopher Palmer,  
a director, in the presence of:

  
.....  
Director

signature   
.....  
Name SC Brooks  
.....


Executed as a deed by the Tenant  
acting by, Maria Ramos.  
a director, in the presence of:

  
.....  
Director

signature   
.....  
Name SANCY GRIFFITHS  
.....


Signed as a deed by  
Maria Ramos  
in the presence of:

  
.....

signature   
.....  
Name SANCY GRIFFITHS  
.....

Signed as a deed by  
Philip Booth  
in the presence of:

  
.....

signature   
.....  
Name SANCY GRIFFITHS  
.....





BARNSELY METROPOLITAN BOROUGH COUNCIL  
REGULATORY SERVICES  
PO BOX 634, BARNSELY, S70 9GG

**SUMMARY OF CD RECORDED INTERVIEW**

**PERSON INTERVIEWED:** Philip Andrew Booth on behalf of Charisma Trading Limited **CD REF:** Charisma 1

**PLACE OF INTERVIEW:** Barnsley Town Hall

**DATE OF INTERVIEW :** 18 April 2016

**TIME COMMENCED:** 11:07

**TIME CONCLUDED:** 11:42

**INTERVIEWING OFFICER:** Stephen Richard Butler

**OTHER PERSON (s) PRESENT:** Paul Whittington and Hilary Garnham (observing)

**DECLARATION:**

This record consisting of page(s) is the exhibit referred to in my statement.

**OFFICERS SIGNATURE:**

**OFFICERS NAME:**

**SIGNATURE OF OFFICER PREPARING RECORD (if different from above):**

**OFFICER'S NAME:**

Person Speaking (initials)	RECORD
SRB	Introduction
PAB	Confirmed sole director speaking on behalf of Charisma Trading limited (the company)
PW	Cautioned and checked understanding
SRB	Notices introduced
PAB	Called electrician on 29 February 2016, the day the notices were served.
SRB	Lease introduced
PAB	The electrician is called Neil, thinks he works for CRS Electrical.
PAB	Claims only became aware that he (Charisma) responsible for asking for an extension on 21 March 2016
PAB	Lease re-assignment had been agreed 1 March 2016 but actual signature date 23 March 2016
PAB	Accepts did not inform SRB or anyone at BMBC. Was very busy. Accepts that SRB spoke with him on telephone.

SRB	Competent electrician required (not domestic)
PAB	<p>Electrician will test electrical system on Friday and Saturday.</p> <p>Electrician who has checked PAB work called Neil Turrel, no name for company, might work for himself</p> <p>Joe Head was initial electrician who contacted SRB, sole trader who does contract work for CRS</p> <p>Three or four extensions to the wiring</p> <p>Jamey Griffiths Director of Mixed Up Events Limited, new leaseholder.</p> <p>Employees James Southeren and Angus Thornber employees of Charisma Trading Limited now transferred from 1 March to Mixed Up Events Limited</p> <p>Negotiation of the lease transfer took months</p> <p>Charisma Trading Ltd turnover £147000 to end of February 2016.</p> <p>Accepts failed to secure an extension of time for notices</p> <p>He has agreed to help the new company</p>

)	RECORD





**Culture, Housing and Regulation**

Phillip Spurr - Service Director,  
Regulatory Services, PO Box 634, Barnsley, S70 9GG  
Tel: (01226) 773743 Fax: (01226) 775699

**HEALTH AND SAFETY AT WORK ETC ACT 1974  
SECTIONS 21, 23 AND 24**

**IMPROVEMENT NOTICE**

SERIAL NUMBER SRB/INV039796/2

NAME: SPRINGCHOICE LEISURE LIMITED  
COMPANY NUMBER: 02674388  
ADDRESS: 69 HIGH STREET  
DODWORTH  
BARNLSLEY  
S75 3RQ

I Stephen Butler, Environmental Health Officer being a duly authorised Officer of Barnsley Metropolitan Borough Council, Regulatory Services, PO Box 634 Barnsley S70 9GG (Telephone No: 01226 772468) and appointed by an instrument in writing, made pursuant to Section 19 of the said Act and entitled to issue this Notice, HEREBY GIVE YOU NOTICE that I am of the opinion that at:

WHISPERS, 12A REGENT STREET, BARNLSLEY S70 2HG

you, as a person in control have contravened the following statutory provisions:

Health and Safety at Work etc Act 1974 Section 4  
Electricity at Work Regulations 1989 Regulation 4

because

The electrical system at the premises is not constructed or maintained in such a way so as to prevent, so far as is reasonably practicable, danger, in that alterations have been made to the electrical system and the electrical system has been re-energised without sufficient evidence that the system is not dangerous.

and I hereby require you to remedy the said contraventions or, as the case may be, the matters occasioning them **by 19 May 2016**.

I further direct the measures specified in the following schedule, which forms part of this Notice, shall be taken to remedy the said contravention(s) or matters:-

## SCHEDULE

1 Have the electrical system at the premises thoroughly checked by a competent person, being an electrician with sufficient training, qualifications and experience of electrical safety in commercial entertainment venues

and

2 Obtain an Electrical Installation Condition Report (EICR)

and

3 Carry out all works identified in the EICR as necessary to ensure the safety of the electrical system

or

4 Take such other steps as necessary to remedy the contraventions or matters.

This is a relevant notice for the purposes of the Environment and Safety Information Act 1988.

This and all previous pages will form the register entry.

SIGNATURE:



DATE: 26 April 2016

## NOTES

1. Failure to comply with this Improvement Notice is an offence as provided by section 33(1)(g) of the Health and Safety at Work etc Act 1974 and section 33(2) and Schedule 3A of this Act renders the offender liable on summary conviction to imprisonment for a term not exceeding 6 months in England and Wales and 12 months in Scotland, or to a fine, or both, or, on conviction on indictment, to imprisonment for a term not exceeding 2 years, or a fine, or both.

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A notice of appeal must be presented to the Employment Tribunal within 21 days from the date of service on the appellant of the notice, or notices, appealed against, or within such further period as the tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the notice of appeal to be presented within the period of 21 days.

The entering of an appeal suspends the Improvement Notice until the appeal has been determined or withdrawn, but does not automatically alter the date given in this notice by which the matters contained in it must be remedied.

The rules for the hearing of an appeal are given in The Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013 (SI 2013 No 1237).

### **Public availability of information on all enforcement notices**

1. Barnsley Metropolitan Borough Council for its own purposes, records and monitors trends in the enforcement action it takes, and in the convictions and penalties imposed by the Courts. It is BMBC policy that this information should be brought to the public's attention. BMBC also has a statutory obligation under the Environment and Safety Information Act 1988 to maintain a public register of certain notices. Details from this notice will therefore be stored on an electronic database, which is available on request.

2. Information on a notice will not be entered onto the database until after the right of appeal against the notice has expired. Where a notice is withdrawn or cancelled on appeal no entry will be made. Entries relating to notices served on individuals will be kept on the register for a period of at least 5 years from the date of issue. Notices served on individuals under the age of 18 will be removed sooner.

3. Information will be withheld where, in BMBC's belief, its disclosure would:

- cause harm or prejudice; or
- be in breach of the law.

4. Personal information is dealt with in accordance with the Data Protection Act 1998. Where disclosure of personal information would be incompatible with the Act it will not be included on the database.

5. If you are not satisfied with the information contained in the entry you have a further right to appeal to BMBC in the first instance.







**Culture, Housing and Regulation**

Phillip Spurr - Service Director,  
Regulatory Services, PO Box 634, Barnsley, S70 9GG  
Tel: (01226) 773743 Fax: (01226) 775699

**HEALTH AND SAFETY AT WORK ETC ACT 1974  
SECTIONS 21, 23 AND 24**

**IMPROVEMENT NOTICE**

SERIAL NUMBER SRB/IN/V039796/1

NAME: MIXED UP EVENTS LIMITED  
COMPANY NUMBER: 09820128  
ADDRESS: 12A REGENT STREET, BARNLSLEY S70 2HG  
TRADING AS: WHISPERS

I Stephen Butler, Environmental Health Officer being a duly authorised Officer of Barnsley Metropolitan Borough Council, Regulatory Services, PO Box 634 Barnsley S70 9GG (Telephone No: 01226 772468) and appointed by an instrument in writing, made pursuant to Section 19 of the said Act and entitled to issue this Notice, HEREBY GIVE YOU NOTICE that I am of the opinion that at:

WHISPERS, 12A REGENT STREET, BARNLSLEY S70 2HG

you, as an employer have contravened the following statutory provisions:

Health and Safety at Work etc Act 1974 Section 2(1) and 3(1)  
Electricity at Work Regulations 1989 Regulation 4

because

The electrical system at the premises is not constructed or maintained in such a way so as to prevent, so far as is reasonably practicable, danger, in that alterations have been made to the electrical system and the electrical system has been re-energised without sufficient evidence that the system is not dangerous.

and I hereby require you to remedy the said contraventions or, as the case may be, the matters occasioning them **by 19 May 2016**.

I further direct the measures specified in the following schedule, which forms part of this Notice, shall be taken to remedy the said contravention(s) or matters:-

## SCHEDULE

1 Have the electrical system at the premises thoroughly checked by a competent person, being an electrician with sufficient training, qualifications and experience of electrical safety in commercial entertainment venues

and

2 Obtain an Electrical Installation Condition Report (EICR)

and

3 Carry out all works identified in the EICR as necessary to ensure the safety of the electrical system


or

4 Take such other steps as necessary to remedy the contraventions or matters.

This is a relevant notice for the purposes of the Environment and Safety Information Act 1988.

This and all previous pages will form the register entry.

SIGNATURE:

A handwritten signature in black ink, appearing to be 'Steph Smith', written over a horizontal line.

DATE: 26 April 2016

## NOTES

1. Failure to comply with this Improvement Notice is an offence as provided by section 33(1)(g) of the Health and Safety at Work etc. Act 1974 and section 33(2) and Schedule 3A of this Act renders the offender liable on summary conviction to imprisonment for a term not exceeding 6 months in England and Wales and 12 months in Scotland, or to a fine, or both, or, on conviction on indictment, to imprisonment for a term not exceeding 2 years, or a fine, or both.

2. An Inspector has power to withdraw an Improvement Notice, or extend the period specified in the notice, before the end of the period specified in it. If you wish this to be considered you should apply to the Inspector who issued the notice, but you must do so before the end of the period given in it. Such an application is not an appeal against this notice.

3. The issue of this notice does not relieve you of any legal liability for failing to comply with any statutory provisions referred to in the notice or to perform any other statutory or common law duty resting on you.

4. You can appeal against this notice to an Employment Tribunal. Details of the method of making an appeal (T420: Making a claim to an Employment Tribunal) and a form to use (ET 1A) are available from the HM Courts and Tribunal Service at <https://www.gov.uk/government/publications/employment-tribunal-claim-form>

**If you do not have access to the Internet, contact the person who issued this Notice and ask to be supplied with a hard copy of the form and the guidance.**

### **Time Limit For Appeal**

A notice of appeal must be presented to the Employment Tribunal within 21 days from the date of service on the appellant of the notice, or notices, appealed against, or within such further period as the tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the notice of appeal to be presented within the period of 21 days.

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- cause harm or prejudice; or
- be in breach of the law.

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Ward , William

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**From:** Rimmington , Debbie  
**Sent:** 21 April 2016 15:22  
**To:** Liddall , Kate  
**Subject:** Hotspot/Regents Review  
**Attachments:** Hotspot 1.docx

Good afternoon Kate,

I would like to add to the review application made by South Yorkshire Police in relation to the Hotspot (Regents), Regent Street, Barnsley as I have concerns covered by the following licensing objectives:-  
The Protection of Children from Harm and Crime and Disorder.

I have been heavily involved with this premises since June 2015 when it first came to my attention and I have subsequently had nineteen meetings at the premises to discuss issues and concerns with the Licensing Officer for South Yorkshire Police and other various interested parties including the manager the premises licence holder and various designated premises supervisors.

My major concern stems from a lack of cooperation and communication with the manager of the above premises, Mr Philip Booth. Although Mr Booth is not the premises licence holder or the DPS for the premises he is the lease holder and the manager of the premises and has a great deal of influence over all the staff there and how the premises operate. At my first meeting with Mr Booth he enquired about "private parties" and did he had to abide by the permissions and conditions of the premises licence when a "private party" was being held at the premises. He was advised that yes, you are operating a licensed premise and so must at all times comply with the licence issued specifically to that premise. Over the months Mr Booth was requested on several occasions to provide documentation including refusals logs, staff training documents, incident logs etc to show his due diligence when operating a licence premise. Some of these documents have still not been produced.

There have been several incidents and assaults at the premises the majority of which have all involved underage children, and we have intelligence to suggest that some of these children were as young as eleven years old.

The premises had to be closed twice due to disorder and a lack of control, both occasions caused major problems for the Police, other licensed premises within the town centre and the Interchange as the people being ejected from the premises were all children. As I am sure you can appreciate there are serious safety concerns when you consider children on the streets of Barnsley Town centre on a busy Friday night. Having discussed every issue with Mr Booth it has become apparent that he takes little responsibility for the problems occurring at Hotspot and shows a lack of consideration and duty of care to his customers. There is no forethought given to potential risks and consequences of actions taken and this is compounded by the fact that the premises was placed on an action plan in November last year and within a month he had breached it twice. On both occasions again allowing underage children into the licensed premises to attend "private parties".

I have attached above a detailed chronology of events spanning the last eleven months to support my representation.

If you require anything further from me please do not hesitate to ask.

Many Thanks

**Debbie**

Deborah Rimmington  
Regulatory Services Field Officer  
Culture Housing and Regulation  
Business Unit 5  
Place Directorate  
Barnsley MBC  
01226 775696  
07786525961  
[debbierimmington@barnsley.gov.uk](mailto:debbierimmington@barnsley.gov.uk)

## Hotspot

22.6.2015

In the company of Kirsty Green I met with Mr Phillip Booth in relation to underage events that he planned to hold at Hotspot. We recommended that he restrict the attendance from fourteen to seventeen year olds as it would be easier to manage if everyone was under the legal age to buy alcohol and so no alcohol should even be on display at the events. Mr Booth confirmed that he was happy to do this. He also advised that he was looking into a membership scheme for the venue where members, (children) will be charged a fee in exchange for a membership card, all details of members including parental contacts would then be held on file.

Mr Booth then also questioned us in relation to “private parties”. He wanted to know if he held a “private party” at Hotspot would he still have to stick to the terms of his licence. We confirmed that he did. We also advised Mr Booth that procedures for under age events must also be in place when he had eighteenth birthday parties etc. as children under the legal age may still be in attendance and he still had a duty of care to safeguard them and provide the required facilities.

8.7.2015

Telephone call received from Mr Booth, he enquired whether he could hold a BBQ on the front elevated area of the premise. I advised that the premises licence was for on sales only and so no drinks would be permitted in that area. I also advised that if he did intend to have people using the frontage of the property then he must consider using some kind of barrier to keep his customers contained within the area and not allow them to spill on to Regent Street and the highway.

2.9.2015

Visited Hotspot with Kirsty Green. We spoke to Mr Booth regarding a complaint that Kirsty had received in relation to drunken youths entering the premises. Kirsty also advised Mr Booth that PCSO's had received complaints from the Interchange that they had noticed an increase in drunken youths causing disturbance in their premises.

Mr Booth asked our opinion in relation to having a doorman positioned at the front of the building to monitor Mandela Gardens to ensure that youths who have been seen drinking there will not gain entry to Hotspot. We advised that a doorman working for Hotspot should remain on their premises and carry out their respective duties there i.e., checking ID, bag searches etc. on the door.

Kirsty made enquiries as to whether door staff were given a briefing before they started work in relation to their responsibilities and what was expected of them. Mr Booth advised that he did not do this however he would ensure this was in place before the next planned event. Mr Booth confirmed that his door staff were radio linked and that one remained on the front door and directed children round to the side door entrance where ID and bags are checked before they gained entry.

Following complaints received in relation to drunken youths entering the premises Mr Booth was advised that communication between door staff should be improved i.e. if children are refused entry on the front door then this should be communicated to the door staff on the side door so that they are prepared. Mr Booth went on to advise us of an incident the previous week in the female toilets, where a young female had collapsed and later admitted to being intoxicated before entering Hotspot. At this point Kirsty stressed how important it was that door staff are vigilant and carrying out the relevant checks to ensure as far as possible that anyone being admitted entry was not already under the influence. We then asked to see the incident log and Mr Booth confirmed that this did not exist, we again stressed the importance of keeping records like incident logs and refusal books to show due diligence.

Mr Booth then advised us of an underage foam party that he was planning to hold at the venue on a Friday night (date to be confirmed). We advised against having any underage event on a Friday night in town due to the wider implications for police and other venues. Mr Booth agreed to change the day to a Thursday (date to be confirmed).



### 6.10.2015

Met with Philip Booth to discuss due diligence following concerns raised by PCSO re children frequenting the premises.

ID checks, risk assessments, nominated safeguarding individual and refusals log discussed (again) as to the relevant requirements and due diligence expected by Licensing officers. Request also made that Licensing and the Police are notified of any planned events at Hotspot. Discussed at length the issues and concerns of the authorities when having underage children in a licensed venue. Assured by Mr Booth that all required steps will be taken, everyone will be identity checked and those over the age of 18 will be issued with a wrist band to confirm they have had their proof of age checked, the wrist bands cannot then be removed.

### 19.10.2015

Attended Hotspot with Kirsty Green and spoke with Mr Booth in relation to an 18th birthday party held at the premises on Friday 16.10.2015. The two door staff who worked the event on the 16<sup>th</sup> were also present at the meeting. The party was planned for 100 - 150 people, however it was advertised on Facebook and so approximately between 250 and 300 teenagers turned up for the party. Following drunken behaviour and violence within the venue the two door staff could not cope and so the venue was closed at approximately 22:30 and all attendees were ejected onto Regent Street. There were only two door staff working at the time and no Premise licence holder, Designated Premise Supervisor or manager in attendance for the event. The door staff telephoned Phil Booth to advise that they were over capacity and that the situation was getting out of control. Mr Booth tried to get more door staff to attend but could not source any. Mr Booth arrived at the premises at 10:30pm and closed it. On the night there were three assaults in the premises and one violent assault outside. Closing the premises then caused massive problems for the police as they had hundreds of children to try and get home safely, many of which were intoxicated as wristbands (which were meant to identify over 18's age attendees) had been given underage children by the girl who's birthday party it was and no further ID checks had been made.

Closing the premises early also caused great problems for other town centre licensed premises as large congregations of children were then trying to get into their venues. In addition we then had large numbers of intoxicated children mixing with the adult night time economy on one of the busiest nights in the town centre. Problems were also reported from staff in the interchange as they too suffered from the fall out of this event and there were reports of assaults and fighting in and around the bus station.

Information received after the event (from an underage person who attended the event) also states that drugs were being openly sold at tables with the premises.

All of the issues were discussed with Phil Booth who took very little responsibility and blamed the door staff on the night (who were allegedly dealing with a female who had been sick and "another matter") and the girl who's party it was for stealing wristbands from the door staff. He was made aware of the issues caused by the party in his premises and advised again in relation to door staff instructions and responsibilities and his responsibilities as the manager. It was clear from the meeting that there was no responsible person designated on the night in question, Mr Booth was instructed that he must be in attendance for any future event and that attendees must be counted in. If a booking is taken for 150 then only 150 will be allowed access, regardless of how many potential customers actually turn up. It was also made clear to Mr Booth again that he must give his door staff full instructions as to what is required of them and their level of responsibility.

We again asked to check the incident log. Only the two incidents inside and the large fight outside were logged. Mr Booth was reminded again that all incidents must be recorded regardless of how insignificant they may seem at the time.

He was reminded again about briefing his staff and door staff of their responsibilities and the benefit of logging all relevant instructions to prove the relevant information and instructions are being cascaded.

9.11.2015

Met with Phil Booth to discuss a second foam party and a “rave” event that he has planned for the premises. Following the first foam party the police had received complaints that there were under age children walking through the town centre with wet clothes on, making their clothing transparent and inappropriately showing their underwear.

Mr Booth showed us what he intended to use for girls and boys changing rooms. He stated that all attendees must bring a change of clothes to prevent the problems of the last foam party. Mr Booth informed us that there would be locker facilities available for customers to leave their change of clothes and a towel in however on examination of the premises it soon became clear that there would not be enough lockers to accommodate the amount of customers expected and there was no further plan in place to resolve this problem.

During the same meeting the issues of the 18<sup>th</sup> birthday party were discussed again as Mr Booth informed us that he had replaced the door staff as he held them largely accountable for the deterioration of the night.

It was put to Mr Booth that the night deteriorated as the door staff and bar staff had no clear instructions and there was a distinct lack of management in the premises to take charge and make decisions when the unexpected happened and the party spiralled out of control.

Mr Booth then also informed us that he had allowed another 18<sup>th</sup> birthday party to be held at Hotspot again. Kirsty Green was very annoyed at this information as the last time she had spoken to Mr Booth and the DPS she was assured that the party was cancelled. This was followed up by a text message from Mr Booth confirming “100% not going ahead”.

I then told Mr Booth that I had received further information confirming that drugs had openly been distributed and taken at the tables inside Hotspot. Mr Booth offered no explanation due to the fact he was not in attendance at the venue at the time.

During this meeting Mr Booth was asked again that he inform Licensing and the police of any planned events so that police resources could be allocated appropriately.

We also met with the organiser of the planned rave event who explained the logistics of his event.

### 19.11.2016

Telephone call received from Kirsty Green informing me that PCSO Katherine McFadzean (who is predominately responsible for the town centre) had contacted her with information in relation to Hotspot. The information was in relation to children ages 14 and 15 who attended Hotspot but it was referred to by the children as the "BF CLUB", which is short for "bald fanny club". The children being spoken to confirmed that children from 12 to 17 were allowed in the venue, they also confirmed that some year 6 children also attended, this would make the children 10 and 11 years old. One 14/15 year old female confirmed that she had been there when younger children have not been allowed entry but they have been told they can stand outside and listen to the music. This apparently was mainly applied to boys who look younger. The same female confirmed that she knows approximately four girls who were all under 12 years old and were in the venue at the same time as people who were over 17.

### 23.11.2015

Meeting with Chris Palmer, John Linacre and Phil Booth regarding a party on Friday 20<sup>th</sup> November which had to be closed at 11:10pm by South Yorkshire Police after under age children were again found to be drunk and intoxicated in the premises. Once again we had received no notification that this party was planned at Hotspot despite having requested this information on several occasions.

When the police attended the venue on the 20<sup>th</sup> November they found an extremely intoxicated member of staff issuing wrist bands from behind the bar. These wrist bands were being swapped between children. Mr Booth stated that the member of staff we were referring to was off duty and had gone behind the bar of her own accord, he confirmed that as soon as staff became aware of what she was doing she was removed. It was put to Mr Booth that he had confirmed at a previous meeting that only the door staff had access to the wrist bands. Mr Booth confirmed that the wrist bands had not been kept in a secure location and so "someone" had got hold of them. I asked to examine

the wrist bands that Mr Booth kept referring to, upon inspection it transpired that they were not fit for purpose as they could be easily removed and reattached with very little effort. Mr Booth then suggested that these bands were the cheaper ones but he had purchased some better quality and more expensive bands. He produced the "new" wrist bands which on examination were of no better quality and could be detached and reattached again with very little effort. We stressed the fact that the wristbands designed to identify customers who had been challenged and produced ID to prove they were over 18 could very easily be passed between customers of any age. The wrist bands then allowed them to purchase alcohol at the bar, although Mr Booth insists that bar staff would still check for ID at the bar. It was also reported that customers over the age of 18 were buying alcoholic drinks and passing them to under age children in the venue. Mr Booth was then asked who was responsible for challenging people who were drinking alcohol once inside the venue, he stated that the door staff were instructed to do this. We asked had his bar staff and door staff received a briefing before they commenced work that night, Mr Booth confirmed they had but he had not documented this briefing despite this being raised and discussed with Kirsty and I on more than one occasion during previous visits. Mr Booth did not answer.

Mr Booth confirmed that he was supervising the event on the night of the 20<sup>th</sup> November and yet the refusals, ejections and incident log had not been completed. Mr Palmer then asked if any toilet checks had been done and Mr Booth confirmed that the last toilet checks were carried out in July 2015.

There was no evidence of any challenges being made, we then asked if people were searched on entry to ensure they were not bringing in alcohol, Mr Booth again alleged that his door staff had been instructed to search people on entry. But again could provide no proof of this. When questioned why underage children had been allowed into the venue when we had previously been given assurances that no under 18's would be allowed in, Mr Booth stated that it was a "private party" and that all children must be out of the premises by 23:30, although the party was booked until 03:00. Both Kirsty and I stressed that 23:30 was far too late to have children in a town centre licensed premise. We asked if any provisions had been put in place to ensure that children attending the event got home safely given the lack of public transport after 23:00. Mr

Booth and Mr Palmer were of the opinion that this was a parental responsibility and not the venues. We expressed concern at this and stated that if you choose to have children in your venue then you have to take some responsibility as to their journey home. You cannot just assume that responsible parents will turn up to collect children from the venue.

Mr Booth stated that there were 700+ people at the event. He was asked how they intended to ensure that at 23:30 all the underage were identified and ejected from the premise. Mr Booth did not answer.

When the police first attended the venue they spoke with Mr Booth and gave him time to rectify the obvious faults. When they return some time after the Inspector was informed and due to a lack of confidence in the management of the premises it was decided that the venue must be closed. The results of which left the police under resourced and vulnerable children once again on the town centre streets in the early hours of the morning. Other licensed town centre premises had also reported that they had issues on the night as under age youths then tried to gain access to their premises.

Due to two parties in one month being terminated by the relevant authorities and due to continuing concerns regarding safeguarding children the venue would now be placed on an action plan. This was drawn up by SYP and presented at the meeting but time was given to consider the plan as one of the agreements was that no underage should be allowed on the premises on Friday and Saturdays. Mr Palmer was not entirely happy with the action plan presented. A follow up meeting was arranged for the following Tuesday to allow the consideration of the action plan.

### 24.11.2015

Further information received from the owner of Shadow Security.

Jayne and Mark Brooke (the owners of Shadow Security) attended Hotspot on the 20<sup>th</sup> November at 22:30 to deliver a doorman for the premises. On arrival they found chaos, far too many people/children on the premises and the door staff had lost control. Mark approached Phil Booth to enquire as to the cut off time for children to leave the premises and was told "03:00 am", Mr Booth had no intention of removing any children from the premises and had not put any

cut off time for children to leave the premises. Mr Brooke then took charge of the situation, he turned all the lights on and started ejecting under age children from the premises. This was made extremely difficult as many were intoxicated/drunk. The door staff were then ejecting children and the events promoter for the premises was on the street giving them wristbands to put on and go back into the venue. The same female was also very verbally abusive to the door staff who were trying to take control of the situation. The police were flagged down on Regents Street and Sgt Andy Norton ordered the premises to be closed.

The door staff then assisted to close the premises and found children as young as 12 in the venue.

One person had a pint of Sambuca, another had a pint of Jack Daniels. People were drinking fish bowls of various strengths, dependent of how much they had paid for them ( they ranged from £7:00 to £12:00), and sharing them with groups of friends (underage). Security staff took seven fish bowls off underage children. One male was stopped walking around the venue and drinking three bottles of Budweiser – he was not wearing a wrist band which indicates he was under the age of 18.

On speaking to some children it became apparent that they had wristbands posted out to them prior to the event, and so their ID had not been checked on the door as they had turned up already wearing their wrist bands.

There were several girls in the premises who were too drunk to stand up, one of which Mr Booth strode over at the bar. The only instruction given to door staff was to check ID and issue wristbands, and bar staff were under no instruction to challenge for ID and so served anyone with a wristband.

There were approximately one thousand people in the venue, many of which were on the dance floor with glass bottles. On checking the ladies toilets it was found that none of the toilets could actually be used as every cubicle and basin was covered in vomit.

The fire escape to the premises was being used a smoking area, with a congregation of approximately thirty children in this area and spilling out onto Eastgate – again with glass bottles (predominantly Budweiser) which were

subsequently smashed against the walls on Eastgate. There were also drug taking/dealing taking place all of which was observed by an off duty Licensing Enforcement Officer who was in town in her family (Ann Gallagher). There was no door man on the fire escape exit to challenge any new customers coming into the venue or monitor the activities of the existing customers. Children were openly gaining access through the fire exit.

As previously stated this venue does not have a premises licence for off sales and so no drinks should have been taken off the premises.

### 25.11.2015

Met with Kirsty Green, PS Simon Booth, Chris Palmer and John Linacre (DPS) at Hotspot. The Police officer was in attendance as the CCTV was obtained from the premises to show the events of the night of the 20<sup>th</sup> November 2015. However it soon became apparent that the CCTV was not fit for purpose as the cameras were of very poor quality with no date showing and it only focused on the bar area. It was also questionable whether anyone in the premises knew how to work the CCTV as it only seemed to show one frozen scene. The video tape was taken but it was of no use on this occasion.

I highlighted all the concerns that had come to light after the last meeting raised by Shadow Security, I also advised that they were currently in breach of their premises licence due to the poor quality of their CCTV system.

All the points on the action plan were agreed and the documentation was signed by John Linacre. Mr Palmer agreed that having a policy of no under 18's in the venue on Friday and Saturdays was the only way to safeguard anyone under the age of 18, confirming that mixed age events were unmanageable.

I advised Mr Palmer that it was common knowledge between children that this is the venue to attend where alcohol can be purchased.

Mr Palmer then asked Mr Linacre if all youths are searched before they gain entry? Mr Linacre admitted that he did not know but would speak with the door staff and put this check in place for any future events.

Mr Palmer asked how the door staff were not a fault for losing control of the premises at the weekend. I advised that the door staff held their hands up to



some responsibility however there was no direction or instruction given to them by the management at Hotspot and when they tried to take charge of the situation they were being verbally abused by other members of Hotspot Staff.

A discussion was had in relation to future 18<sup>th</sup> birthday parties and it was agreed that even if a minor was 17 and the sister of the person who's 18<sup>th</sup> party it was then they would not be given access to the venue. There must be a strict no under 18 rule in place and mixed events have repeatedly proven unmanageable.

### 16.12.2015

Kirsty had received information that a party for Barnsley College students was to be held on the 20<sup>th</sup> December at Hotspot with a termination time of 01:30.

I was involved in a three way telephone call (via loud speaker), with Kirsty Green and Chris Palmer. We discussed our concerns that 01:30 was too late to have 16 year old students in a town centre venue. Mr Palmer agreed that 00:00 was the compromised termination time. We stressed that this was still too late for children to be in town, taking into consideration that there is no public transport at this time. Mr Palmer did not appreciate why we were placing all the responsibility on the venue to ensure how children got home safely at the end of an evening. We explained that if you invite children into your venue then you must take on responsibility for their welfare when they have left your premises. Mr Palmer then said that Barnsley College are obviously happy with the event etc. as it is them who have booked the venue for their student Christmas party. It was then suggested to Mr Palmer that he go back to Barnsley College and ask what measures they are putting in place for when the event finishes. We advised that we would much prefer a terminate hour of 22:30 given that the youngest attendees would only be 16. Mr Palmer said it would not make any financial sense to close at 22:30. He then said he would go back and speak with Mr Linacre to discuss options and ensure that he contacted Barnsley College for their input too.

A further phone call was then taken from Mr Linacre, he advised that he had spoken to Mr Booth and agreed to close the venue at 00:00. Kirsty and I stressed that we felt this was still too late for 16 year old children to be in the town centre with no secured means of getting home as there are no buses running at midnight and taxi fares increase after 23:00. Mr Linacre argued that he had put all reasonable measures in place, wristbands, security staff etc. Kirsty reminded Mr Linacre that the reason the premises was on an action plan was due to their inability to managed mixed age events at the venue.

Mr Linacre stated that this event was going ahead at the venue. Kirsty then informed Mr Linacre that if there were any issues arising from this event then she would not hesitate to make an application for review of the premises licence.

A further phone call was then received from Mr Linacre stating that he had spoken to Mr Booth again and they had agreed that under 18's would be asked to leave the venue at 23:00 unless they could prove they had means of getting home and then they could stay. When questioned about this Mr Linacre stated that Mr Booth would contact everyone's parents by telephone to ensure that their child had transport home after the event. I then raised concerns that Mr Booth is not the DPS or the premises licence holder for the premise and so I felt it was not his responsibility to make the relevant checks. In addition it would be a very time consuming process and very difficult to enforce. We then reminded Mr Linacre that we had spoken to Mr Palmer who was going to contact Barnsley College to establish if they had any input into the safety of students especially on the journey home after the event. We suggested that Mr Linacre may wish to contact the College to obtain their views and input.

A further phone call was then received from Mr Linacre advising that the party was not booked by Barnsley College, it had actually been booked by the student union. Mr Linacre then advised that they would be happy to change the times, the event would now start at 19:30 and all under 18's would be asked to leave at 22:30.

**17.12.2015**

I sent the following e-mail to the Safeguarding Officer at Barnsley College:

Good morning Diane,

I am a Licensing Enforcement Officer for Barnsley MBC.

I am contacting you to make you aware of a Barnsley College Student union Christmas party which is due to be held at Hotspot on Regent Street on Sunday night (20<sup>th</sup> December).

Initially the party was planned to finish at 01:30 on Monday morning but after the police and BMBC licensing raised grave concerns with the licensee as to under age children being in the town centre and potentially having to make their own way home in the early hours of the morning, the venue has agreed that anyone under the age of 18 must leave the venue at 10:30pm.

We were initially told that this event was booked by Barnsley College but have since found out that it has in fact been booked by the students themselves.

I feel you should be made aware of events like this especially when they attract a large amount of attention to underage students/children. I believe the forecasted attendance to this event to be 400 students, but I do not know as to what ratio of these will be minors.

I think it is fair to say that we still have concerns in relation to underage children being in the town centre late at night and how they will get home after the event.

If you would like to discuss this matter further or have any further information that may assist us in the future please could you contact me either by return e-mail or on the mobile telephone number provided below.

Kind Regards,

Debbie

Telephone call received from Diane Wall to confirm that Barnsley College was not aware of this event and would never endorse such an event due to the safeguarding issues.

### 5.1.2016

Kirsty Green received a phone call from Mr Linacre advising that he had stopped Mr Booth from having a mixed age event for his birthday on the 2<sup>nd</sup> January 2016. Mr Booth had planned the event and was using an underage female to promote the party on Facebook. The same female had caused problems at the previous events held at Hotspot. The event would also have been a breach of the action plan which is another reason why Mr Linacre stopped it. Mr Linacre also confirmed that he would be withdrawing as DPS for the venue in the very near future as he did not have full control over the venue and did not want to compromise his own personal licence by staying at Hotspot.

### 6.1.2016

An e-mail was sent by PCSO Katherine McFadzean stating:

on Saturday 02/01/2016 at approximately 1730hrs, she spoke with two 15 year olds in Barnsley bus station who stated they were off home to get changed to go to 'Phil's party' at Hotspot Lounge. A male who was also present then told the females to 'shut up, don't tell Kat'. Acting Police Sargent Andy Frogatt was notified and he asked that the doorman were spoken with. At approximately 1920hrs PCSO McFadzean attended at Hotspot, and spoke with a door man and asked about a private party. He informed her that there was one in the back room and that underage were allowed in with a wrist band if they showed ID to prove how old they were. PCSO McFadzean questioned regarding numbers etc., and as the doorman couldn't give her any she contacted Mr Booth the manager. PCSO McFadzean spoke with Mr Booth and informed him that they had intelligence that underage children were attending at his venue that evening. Mr Booth went on to say that if 16/17 year olds attended that night then they would be allowed in and would get a stamp on their hand. He stated that underage children would be chucked out at 00:00. PCSO McFadzean went on to ask Mr Booth if there was a private party and what were the expected numbers etc. Mr Booth stated that there wasn't a party and it had been cancelled. PCSO McFadzean explained that the door man had just

informed her that there was a party. Mr Booth then said it was actually his own private party, because it was his birthday, he was very reluctant to give any further details.

### 11.1.2016

Attended a meeting at Hotspot to discuss the breach of the action plan with Kirsty Green, Benita Mumby, Chis Palmer and John Linacre.

At the meeting all parties were made aware of the previous e-mail sent by PCSO Katherine McFadzean in relation to under age children attending "Phil's birthday party" on the 2<sup>nd</sup> January.

Mr Linacre advised that he had cancelled the event on the 2<sup>nd</sup> January but was aware that Mr Booth's "private party" was going ahead but it was strictly over 18's only.

Kirsty advised that the premises were once again in breach of their action plan as all planned events have to be authorised by the DPS (John Linacre). The event had clearly gone ahead without the knowledge of the DPS.

Mr Palmer stated that he had spoken to Mr Booth at 21:00 on the 2<sup>nd</sup> January and was assured that no under age children would be allowed at the party.

It was then questioned why an hour and a half previously Mr Booth had confirmed to a PCSO that underage children would be allowed into the event. Mr Palmer suggested that the underage could have been members of Mr Booth's family. Mr Palmer was advised that the children spoken to in the bus station were known to the police and there were no known family links to Mr Booth.

Kirsty stated again that she had requested prior notification of any events to be held at the premises and once again this had not be complied with.

The issue of using a certain underage female to promote Hotspot events on Facebook was also raised as an on-going issue. Mr Linacre confirmed that he had not asked the female to carry out any promotional work and that she was no longer employed at the premises. It was questioned whether Mr Booth could have instructed her to advertise the events?

Mr Palmer and Mr Linacre were asked if Mr Booth had knowledge of the action plan. Mr Linacre confirmed that Mr Booth was fully aware of the action plan and its requirements.

Mr Palmer was asked what he as the licence holder intended to do to alleviate concerns at the premises. He said he wasn't on a position to answer that until he taken legal advice in relation to the lease on the premises as this was held by Mr Booth.

Kirsty and I were then shown the new CCTV system and we gave advice as to the positioning of some of the cameras as they only captured the bar area and the staff and not necessarily the customers who would be being served. It was also suggested that a camera should cover the dance floor.

A side meeting was then held with Benita Mumby (SYP), Chris Palmer and Mr Philip Booth, the contents of which are noted:

1. Phillip advised he pulled the event on 28th December via social media but decided to hold a private party for his friends and family. Benita asked who briefed security and how, to which Phillip advised that his head door man would do that when he came on duty which was at 2000hrs and that is was via a letter, at the bar, outlining incs etc. Chris asked if anyone could access the bar before 2000hrs, to which Phillip replied yes, the side access would be open and that a doorman would have been there from about 1930hrs. Chris queried with Phillip re underage attending when he had told him, at 2100hrs that no underage would be there. Phillip said people could pay £2 to get into the party, that wristbands were issued as the norm and that under 18's attending were known to him. When asked who these were, he said acquaintances and friends of acquaintances. Phillip was asked how the door staff would distinguish underage "friends" from members of the public, his reply was these people would say they are attending his party. Benita asked why, for a private party, people were charged an entrance fee, to which his reply was "it was to cover my overheads and the drink". Benita asked that if she had attended and paid would she have got in, to which Phillip replied "probably". Benita advised that paying a fee to get into a party that was open to the

public was not normally classed as a "private" party but an event and in this case means that part of the action plan was breached. Phillip stated because New Year's Eve fell on a week day he hadn't realised 2/1/16 was a Saturday. Chris asked Phillip whether the young female was still involved at the venue did she get a financial incentive, to which Phillip assured that she no longer had anything to do with the premise, that she had been there to try and attract custom e.g. birthday parties. Chris asked how old she was, to which Phillip replied "coming up to her 18th birthday". Chris advised Phil that because he had breached the action plan and responsible authorities had concerns, Phil had put him in a difficult position and would have to consider his next course of action. Benita advised Phillip that we were not instructing Chris to get rid of him, as this was his decision, however we were concerned over recent events.

### **13.1.2016**

E-mail sent by PCSO Katherine McFadzean stating:

On the 12.01.2016 she had spoken with a male in the bus station who informed her that he and the other young female previous discussed were involved in organising parties at Hot Spot. He informed PCSO McFadzean that you are also allowed in the party for free if you promise that so many people come. He openly admitted that the back room is full of underage people on a weekend, stating that Phillip allows underage people in the back room and that the police have agreed this. He mention the policy of wristbands and stamps and chucking out at certain time. The male alleged that a lot of underage people enter the building via the back door as not to be seen and that there was some type of knock. The male stated that he worked for Phil, but not properly, he just helps bring people to the venue and that once in the venue he would be drinking and working at the same time.

### 21.1.2016

At my request I met with Ruth Holmes (LADO and CPC Chair). I discussed all of the above with Ruth and the concerns I and the Police had and that despite several meetings and an action plan being put in place Mr Booth seemed insistent on continuingly having under age children in his venue (Hotspot).

Ruth agreed with our concerns and advised that she would speak with PCSO Katherine MacFadzean to try and establish the identity of some of the children and whether they were known to the local authority. Ruth also advised that she would raise our concerns at the Secondary Heads meeting so that schools could be on the alert and have a point of contact of where to raise their concerns if they knew of children who were attending the events at Hotspot.

### 25.1.2016

Met with Chris Palmer and Kirsty Green. Mr Palmer confirmed that he has not progressed anything and has not sought legal advice in relation to his lease agreement with Mr Booth.

Mr Palmer asked if he could have photographs of vulnerable children so that he may be aware of them and refuse them entry to his premises. I advised that there would probably data protection and information sharing issues with his request.

I advised Mr Palmer of my meeting with Ruth Holmes and the concerns raised, I also informed him that Ruth was now working with the police to gather evidence as to who is actually frequenting his premises.

Mr Palmer intimated that we were being obstructive by not providing the requested photographs and stated that under age children will always try and get into venues using fake ID etc. We agreed in principle but stated that the concerns with Hotspot is that the children are being invited in, they are not obtaining access by deceit.



## 1.2.2016

Met with Chris Palmer and Kirsty Green. We informed Mr Palmer that the police officers on duty at the time had confirmed that there were underage children in the venue at a party on the 30.1.2016.

Mr Palmer stated that he had spoken to Mr Booth and was aware that there was one underage female in the venue, she had attended with her parents and left the venue with them at around midnight.

Mr Palmer was reminded of the conditions of the action plan which states that no underage are permitted in the venue on Friday or Saturday's. This is the second time this month that the action plan has been breached and to my mind there is little regard being paid to it. Mr Palmer was reminded that when Hotspot signed up to the action plan he was instructed as the premises licence holder that this was a measure being put in place to improve the situation at Hotspot, if the action plan did not work and the concerns remained then we would have no alternative but to progress matters to a review.

The police officers on duty on the 30.1.2016 confirmed that there were three or four underage children in the venue at the time of their visit.

Mr Palmer was informed that we were now at the stage of preparing papers for a review of the premises licence and he would receive a copy of these in due course. Mr Palmer acknowledge this and the meeting was closed.

## 15.2.2016

Met with Kirsty Green and Craig Allott the new DPS for Hotspot. He was advised of all the issues and concerns we had with Hotspot and our expectations of him as the New DPS. Mr Allott confirmed that he intended to do all the staff training and create new records to reflect this.

## 17.2.2016

Information received that Hotspot were advertising a hard core live sex show at the premises for the 26.2.2016 with ticket sales at £35 each. Kirsty Green contacted Mr Allott who confirmed he knew nothing of this event.

### **22.2.2016**

Met with Kirsty Green and Craig Allott. Mr Allott confirmed that the live sex show planned for the 26.2.2016 had now been cancelled and it was now to be a Romanian night with two strippers as entertainment.

Mr Allott confirmed that he was pulling together all the training documents and was creating individual training logs for all staff. Mr Allott also advised that he had observed underage children trying to gain access into the premises but they had been challenged by door staff and bar staff and turned away.

### **23.2.2016**

The live sex show was still being advertised on Facebook. Mr Allott confirmed again that this event had been cancelled.

### **2.3.2016**

Planned meeting cancelled by Mr Allott

### **4.3.2016**

Test purchase operation carried out. Two underage females gained access to the premises and ordered alcohol at the bar. The person serving turned away from the girls to get the requested drinks however another bar person interjected and the sale was then refused.

### **14.3.2016**

Planned meeting cancelled by Mr Allott.

### **29.3.2016**

Information received from SYP that a sixteen year old female had been assaulted in Hotspot on Easter Sunday. The female was attending a "private 18<sup>th</sup> birthday party" in the back room of the premises.

### **4.4.2016**

Meeting with Kirsty Green, Craig Allott and Jamie Griffiths. We were informed at the meeting that Mr Griffiths was the new Director of the company and had been for approximately one month. Mr Allott confirmed that Mr Both role had

now changed to that of a consultant and he was helping Mr Griffiths as he was "new to this".

We asked to inspect their training records to be told that these still had to be completed. There were old policy documents in place but they referred to things like "privileges" and a drugs box which Mr Allott had no knowledge of. We advised that we would visit again the following week to inspect the training logs etc.

Mr Allott confirmed that there was an event planned at the premises for the "Warm up to the Woods", which is pre party for the "No Man's Land" music festival held in the woods off Engine Lane Shafton. The event is the same style of music and so designed to attract the same clientele. Mr Griffiths confirmed that they had a strict drugs policy and anyone found using illegal substances would be ejected.



**WITNESS STATEMENT**  
(Criminal Procedure Rules, Part 27)

**Statement of Witness**

*(Criminal Procedure Rules, r 27.1 (1))*  
*Criminal Justice Act 1967, s.9, Magistrates' Courts Act 1980, s.5B*

<b>STATEMENT OF</b>	Paul Denton
<b>Age of witness</b>	Over 18
<b>Occupation of witness</b>	Environmental Health Officer

This statement (consisting of 1 page each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false or do not believe to be true.

Dated the nineteenth day of April 2016

I am employed by Barnsley Metropolitan Borough Council as an Environmental Health Officer and I am duly authorised to make this statement on behalf of the Council. On the 5<sup>th</sup> October 2015 I received a complaint from the owners of a business located on Eastgate, Barnsley, who reported excessively loud music coming from Hot Spot Lounge. On the 6<sup>th</sup> October 2016 I contacted the complainant, they reported that the music had started at midday the previous day and had continued to be a disturbance on the day of my call.

At 13:40 on the 6<sup>th</sup> October 2016 I arrived outside Hot Spot Lounge music was clearly audible when stood in the carpark off Regent Street adjacent to Hot Spot Lounge. At 13:45 I moved onto Eastgate where I saw a group of youths stood in the open fire door leading into Hot Spot Lounge. Again the music was clearly audible outside the premises. I then entered the premises and asked to speak to the manager, I was led upstairs in the premises to an office where I met Mr Booth. I explained the purpose of my visit and the fact that I had witnessed excessive levels of music outside the premises. Mr Booth proceeded to explained that this was a one-off occurrence due to the fact that a new sound system had just been fitted and it was been optimised. Adding that it should now all be finished.

During my visit to Hot Spot Lounge I noted a number of health and safety concerns, namely a motor vehicle that had been driven through the fire doors leading onto Eastgate and parked on the dance floor within the premises along with numerous trailing cables and poor electrical fittings. On my return to Westgate Plaza I reported the health and safety concerns that I had witnessed to Stephen Butler for further investigation.

Dated the nineteenth day of April 2016

Signed



