#### HEARING TO BE CONDUCTED UNDER THE TERMS OF THE LICENSING ACT 2003



# **Committee Agenda**

**City of Westminster** 

Title:

Licensing Sub-Committee (1)

Meeting Date:

Thursday 27th August, 2015

Rooms 5, 6 & 7 - 17th Floor, City Hall

Time:

10.00 am

Venue:

Members:

### Councillors:

Tim Mitchell (Chairman) Nick Evans Louise Hyams

Members of the public are welcome to attend the meeting and listen to the discussion Part 1 of the Agenda

Admission to the public gallery is by ticket, issued from the ground floor reception at City Hall from 9.00am. If you have a disability and require any special assistance please contact the Committee Officer (details listed below) in advance of the meeting.



An Induction loop operates to enhance sound for anyone wearing a hearing aid or using a transmitter. If you require any further information, please contact the Committee Officer, Jonathan Deacon.

Email: jdeacon@westminster.gov.uk Tel: 020 7641 2783 Corporate Website: <u>www.westminster.gov.uk</u> **Note for Members:** Members are reminded that Officer contacts are shown at the end of each report and Members are welcome to raise questions in advance of the meeting. With regard to item 2, guidance on declarations of interests is included in the Code of Governance; if Members and Officers have any particular questions they should contact the Head of Legal & Democratic Services in advance of the meeting please.

## AGENDA

## PART 1 (IN PUBLIC)

#### 1. MEMBERSHIP

The Head of Legal and Democratic Services to report any changes to the membership.

#### 2. DECLARATIONS OF INTEREST

To receive declarations by Members and Officers of any personal or prejudicial interests in matters on this agenda.

#### **Licensing Applications for Determination**

# 1. YOU ME BUM BUM TRAIN, 113-119 CHARING CROSS ROAD, WC2

Арр	Ward/	Site Name	Application	Licensing
No	Stress	and		Reference
	Area	Address		Number
1.	West End /	You Me	New	15/03980/LIPN
	West End	Bum Bum		
		Train, 113-		
		119		
		Charing		
		Cross		
		Road,		
		WC2		

(Pages 1 - 148)

Charlie Parker Chief Executive 21 August 2015 In considering applications for premises licences under the Licensing Act 2003, the subcommittee is advised of the following:

#### POLICY CONSIDERATIONS

The City of Westminster statement of licensing policy applies to all applications where relevant representations have been made. The Licensing Sub-Committee is required to have regard to the City of Westminster statement of Licensing Policy and the guidance issued by the Secretary of state under Section 182 of the Licensing Act 2003.

#### **GUIDANCE CONSIDERATIONS**

The Licensing Authority is required to have regard to any guidance issued by the Secretary of State under the Licensing Act 2003.

#### PERMITTED TEMPORARY ACTIVITIES

The licensee of any premises is entitled under the Licensing Act 2003 to apply for permission to hold temporary events, authorising licensable activities instead of or in addition to any activities that may be authorised by a premises licence, subject to the following restrictions:

- 1) No more than 12 events over a total of 21 days may be held at any one premises in any year
- 2) Each event must last for no more than 168 hours
- 3) There must be 24 hours between each event
- 4) The number of people at each event must be less than 500.

A Temporary Event Notice for each event (a TEN) is required to be given to the licensing authority, the police and environmental health service no later than 10 working days before the event for a 'standard' TEN or 5 to 9 working days before the event is due to begin for a 'late' TEN. The licensing authority is required to send an acknowledgement by the next working day.

Once a Temporary Event Notice is given the police and environmental health service have a right to object to the event if they are satisfied that the event will undermine any of the licensing objectives of preventing crime and disorder, prevention of public nuisance, protection of children from harm and promotion of public safety. They must serve an objection notice stating their reasons as to why the objectives would be undermined to the licensing authority and the premises user within 3 working days of receiving a copy of the TEN. The licensing authority is required to hold a hearing and may issue a counter notice which will prevent the event taking place.

#### LIVE MUSIC ACT 2012

The Live Music Act amends the Licensing Act 2003 by:

- removing the licensing requirement for amplified live music taking place between 8am and 11pm before audiences of no more than 200 persons on premises authorised by a premises licence or club premises certificate to supply alcohol for consumption on the premises (at a time when those premises are open for the purposes of being used for the supply of alcohol for consumption on the premises), subject to the right of a licensing authority to impose conditions about live music following a review of a premises licence or club premises certificate
- removing the licensing requirement for amplified live music taking place between 8am and 11pm before audiences of no more than 200 persons in workplaces not otherwise licensed under the 2003 Act (or licensed only for the provision of late night refreshment)
- removing the licensing requirement for unamplified live music taking place between 8am and 11pm in any place, subject to the right of a licensing authority to impose conditions about live music following a review of a premises licence or club premises certificate relating to premises authorised to supply alcohol for consumption on the premises
- removing the licensing requirement for the provision of entertainment facilities
- widens the licensing exemption for live music that is integral to a performance of Morris dancing or dancing of a similar type, so that the exemption applies to both live or recorded music instead of just unamplified live music in that instance.

#### CORE HOURS WHEN CUSTOMERS ARE PERMITTED TO BE ON THE PREMISES

(As set out in the Council's Statement of Licensing Policy 2011)

• For premises for the supply of alcohol for consumption on the premises:

Friday and Saturday: 10:00 to midnight Sundays immediately prior to Bank Holidays: Midday to midnight Other Sundays: Midday to 22:30 Monday to Thursday: 10:00 to 23:30.

• For premises for the supply of alcohol for consumption off the premises:

Monday to Saturday: 08:00 to 23:00 Sundays: 10:00 to 22:30.

• For premises for the provision of other licensable activities:

Friday and Saturday: 09.00 to midnight Sundays immediately prior to Bank Holidays: 09.00 to midnight Other Sundays: 09.00 to 22.30 Monday to Thursday: 09.00 to 23.30. This page is intentionally left blank

# Agenda Item 1



# Licensing Sub-Committee Report

Item No:	
Licensing Ref No:	15/03980/LIPN
Date:	27 August 2015
Classification:	For General Release
Title of Report:	You Me Bum Bum Train 113 – 119 Charing Cross Road London WC2H 0EB
Report of:	Director of Public Protection and Licensing
Policy context:	City of Westminster Statement of Licensing Policy
Financial summary:	None
Report Author:	Mr Nick Nelson Senior Licensing Officer
Contact Details:	Telephone: 020 7641 3431 E-mail: nnelson@westminster.gov.uk

## **APPLICATION DETAILS**

Application Type:				ct 2003. The applicatior g on 2 September 2015	
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	and running until 28 February 2016.				
Applicant:	YMBBT Limited		Date Application Received:	21 May 2015	
Premises Name and Address:	You Me Bum Bum Tra 113 - 119 Charing Cro London WC2H 0EB			1	
Ward Name:	West End		Stress Area:	West End	
Description of Premises:The premises is to operate for a fixed number of dates for theatre performances over the basement to fourth floor with a bar area in the basement. The bar and theatre event will be accessible to ticket holders, a limited number of invited guests and staff. Members of the public will not be able to purchase tickets at the door.The performance is non-traditional and interactive. Each audience member or 'passenger' moves through the sets alone from one scenario to the next interacting with each situation they encounter. Due to the nature of the show, only 70 audience members experience the performance each night.The premises was previously used by Foyles Bookshop but has been sublet since Foyles moved to 107 Charing Cross Road in June 2014. Following the production, Soho Estates plan to redevelop the property as a mixed use development with offices, restaurants and a creative hub.Note: Where the committee is minded to grant the licence it will be granted subject to the mandatory					
authority conside this report.	ers appropriate for the pr	romotion of the licens	sing objectives de	etailed in Appendix D to	
Proposed Licer	sable Activities, Propo	osed Hours:			
Performance of Monday to S	<b>of Dance (Indoors)</b> Sunday:	18:00 to 23:4	5		
	ils: An initial run of 50 p with the potential for a				
Exhibition of a Monday to S	<b>a Film (Indoors)</b> Sunday:	18:00 to 00:0	0		
	ils: An initial run of 50 p with the potential for a				
Performance of Monday to S	of Live Music (Indoor Sunday:	<b>s)</b> 18:00 to 23:4	5		
	ils: An initial run of 50 µ with the potential for a				

Playing of Recorded Music (Indoors)	
Monday to Thursday:	17:00 to 01:00
Friday to Saturday: Sunday:	17:00 to 02:00 17:00 to 00:00
Sunday.	17.00 10 00.00
Seasonal Details: An initial run of 50 perfector to 05.12.2015 with the potential for a second	ormances (subject to change) run from 02.09.2015 ond run in January and February 2016.
Provision of anything of a similar desc performance of dance (Indoors)	ription to live or recorded music or the
Monday to Sunday:	18:00 to 00:00
Seasonal Details: An initial run of 50 perfector to 05.12.2015 with the potential for a second	ormances (subject to change) run from 02.09.2015 and run in January and February 2016.
Performance of a Play (Indoors) Monday to Sunday:	18:00 to 00:00
Seasonal Details: An initial run of 50 perfetto 05.12.2015 with the potential for a second	ormances (subject to change) run from 02.09.2015 ond run in January and February 2016.
Sale by Retail of Alcohol (On only)	
Monday to Thursday:	18:00 to 01:00
Friday to Saturday:	18:00 to 02:00
Sunday:	18:00 to 00:00
Seasonal Details: An initial run of 50 perfector to 05.12.2015 with the potential for a second	ormances (subject to change) run from 02.09.2015 ond run in January and February 2016.
Opening Hours:	
Monday to Thursday:	17:30 to 01:30
Friday to Sunday:	17:30 to 02:30
Applicant Submissions:	
	lan detailing YMBBT Ltd's policies and procedures for prmances. In addition to the standard plans, the applicant
	e safety plans for each floor of the premises. Both the
event safety plans and plans can be found in	
The applicant has also offered a number of c can be found in <b>Appendix B</b> and in the appli	onditions and measures in the operating schedule which cation form in the background documents.

	Relevant representations and policies applicable:	References / Notes
1A	On 28 July 2015, the Environmental Health Service made a representation against this application on the following grounds:	Environmental Health Service representation
	• The hours for and types of Regulated Entertainments requested may lead to an increase in Public Nuisance in the West End Stress area and may adversely affect Public Safety.	representation
	<ul> <li>The hours requested for and the Supply of Alcohol 'On' the premises may lead to an increase in Public Nuisance in the West End Stress area.</li> </ul>	
	• The Supply of Alcohol 'On' the premises is also contrary to Westminster's Statement of Licensing Policy in the Stress area unless it is ancillary to the provision of a 'table' meal.	
1B	On 24 July 2015, The Westminster Police Licensing Team made a representation against this application on the following grounds:	Metropolitan Police Service representation
	• the application would undermine the Licensing objectives in relation to the prevention of crime and disorder as there are insufficient conditions within the operating schedule.	
	• the venue is situated in the West End Stress Area, a locality where there is traditionally high crime and disorder. Police have concerns that this application will cause further policing problems in an already demanding area.	
1C	On 3 August 2015, the Soho Society made a representation against this application on the grounds of prevention of public nuisance, prevention of crime and disorder and cumulative impact in the West End Stress Area.	The Soho Society representation
1D	On 9 July 2015, Miss Dominique Bull, a volunteer with You Me Bum Bum Train, made a representation in support of this application on the basis that the project enhances the local community.	4 interested party representations
1E	On 10 July 2015, Mr Alexander Neumayer made a representation in support of this application on the basis that the project is a fantastic contribution to Soho's vibrancy.	
1F	On 9 July 2015, Miss Rachel Butcher made a representation in support of this application but made no further comments.	
1G	On 10 July 2015, Mr Adam Hayes made a representation in support of this application but made no further comments.	
1H	The following policies within the City Of Westminster Statement of Licensing Policy apply:	Policies applicable
	Hours Policy HRS1	
	<ul> <li>Applications for hours within the core hours set out below in this policy will generally be granted, subject to not being contrary to other policies in the Statement of Licensing Policy.</li> </ul>	

	(ii)	Applications for hours outside the core hours will be considered on their merits, subject to other relevant policies and with particular regard to the criteria specified.	
	Stress Ar (i)	<b>Tea Policy STR1</b> It is the Licensing Authority's policy to refuse applications in the Stress Areas for: pubs and bars, fast food premises and premises offering facilities for music and dancing; other than applications to vary hours within the Core Hours under Policy HRS1.	
	(ii)	Applications for other licensable activities in the Stress Areas will be subject to other policies, and must demonstrate that they will not add to cumulative impact in the Stress Areas.	
	clubs in t Applicatio statement	, cinemas, other performance venues, and qualifying the Stress Areas Policy PVC2 ns will be granted subject to other policies in this t, provided it is demonstrated that they will not add to e impact in the Stress Areas.	
	It is the Li Stress Are	censing Authority's policy to refuse applications in the eas other than applications to vary hours within the Core der Policy HRS1.	
	Combine (i)	d use premises - Policy COMB1 Where a premises proposes to operate as a 'combined use premises' applications will be considered on their merits with regard to each of the relevant policies e.g. Policies CD1, PS1, PN1 CH1 STR1 and HRS1.	
	(ii)	The Licensing Authority will take into account the current and proposed use of the premises when considering what weight is to be given to the relevant uses and policies. It will take into account what is the primary use of the premises, if any, and which licensable activities are proposed outside the core hours (see policy HRS1).	
	(iii)	It will consider any premises which include any pub or bar use or provide facilities for fast food and drink or for music and dancing primarily under the policies specific to those uses e.g. PB1&PB2, FFP1 & FFP2, MD1 & MD2.	
11	part this p received a	using Sub-committee may refuse, grant in full or grant in proposal, having taken into account the representations and Westminster's Statement of Licensing Policy. The aken should promote the licensing objectives of:	Summary
		<ul> <li>prevention of public nuisance,</li> <li>prevention of crime &amp; disorder,</li> <li>public safety and</li> <li>protection of children from harm.</li> </ul>	
		e committee is minded to grant the licence it will be granted the mandatory conditions and conditions consistent with	

consider	the operating schedule modified to such extent as the authority considers appropriate for the promotion of the licensing objectives. Proposed conditions are set out detailed in <b>Appendix B</b> to this report.			
Current Licensing Position	The premises currently holds a premises licence (12/05139/LIPDPS) which is held by W & G Foyle Limited, although Foyles no longer occupy the premises and this annual licence fee was due on 8 June 2015 but has not been paid. The premises also held a premises licence (12/09289/LIPN), however this was surrendered on 9 July 2014. Please refer to <b>Appendix A</b> .			
Residential Density:	· · · · · · · · · · · · · · · · · · ·			
Planning Position:	Licensing cannot confirm the planning usage of this premises.			
List of Appendices:	A – Premises Licence History B - Proposed Conditions C – Residential Map and list of premises in the vicinity			

#### Background Documents – Local Government (Access to Information) Act 1972

- Licensing Act 2003
- City of Westminster Statement of Licensing Policy (7<sup>th</sup> January 2011)
- Amended Guidance issued under section 182 of the Licensing Act 2003 (March 2015)
- Application form
- Event Safety Plan
- Plans
- Scene Layout Plans
- Fire Safety Plans
- Representations received
- Photos

# Licence & Appeal History

Application	Details of Application	Date Determined	Decision
New application 06/02701/LIPN	Application for exhibition of film and performance of live music Monday to Saturday 09:00 – 23:00 and Sunday 09:00 – 22:30.	08.06.2006	Granted by Licensing Sub-Committee
Variation application 07/03752/LIPV	To add the Sale of Alcohol from Monday to Saturday 10:00 – 22:00 and Sunday 10:00 – 18:00.	11.06.2007	Granted under delegated authority
Vary DPS 09/05380/LIPDPS	To change the designated premises supervisor	27.08.2009	Granted under delegated authority
Vary DPS 12/05139/LIPDPS	To change the designated premises supervisor	18.07.2012	Granted under delegated authority
New application 12/09289/LIPN	Application for performance of dance, exhibition of film, indoor sporting events, live music, recorded music and performance of plays from Monday to Saturday 09:00 – 23:00 and Sunday 10:00 – 22:30, and sale of alcohol from Monday to Saturday 10:00 – 22:30 and Sunday 10:00 – 21:00.	13.12.2012	Granted by Licensing Sub Committee. Licence surrendered on 09.07.2014. NOTE: the previous licence 12/05139/LIPDPS has not been surrendered and technically remains in force.
New application 15/03980/LIPN	Current application.	Pending	

There is no appeal history

#### CONDITIONS CONSISTENT WITH THE OPERATING SCHEDULE AND CONDITIONS PROPOSED BY A PARTY TO THE HEARING

When determining an application for a new premises licence under the provisions of the Licensing Act 2003, the licensing authority must, unless it decides to reject the application, grant the licence subject to the conditions which are indicated as mandatory in this schedule.

At a hearing the licensing authority may, in addition, and having regard to any representations received, grant the licence subject to such conditions which are consistent with the operating schedule submitted by the applicant as part of their application, or alter or omit these conditions, or add any new condition to such extent as the licensing authority considers necessary for the promotion of the licensing objectives.

This schedule lists those conditions which are consistent with the operating schedule, or proposed as necessary for the promotion of the licensing objectives by a responsible authority or an interested party as indicated. These conditions have not been submitted by the licensing service but reflect the positions of the applicant, responsible authority or interested party and have not necessarily been agreed

#### Mandatory Conditions

- 1. No supply of alcohol may be made at a time when there is no designated premises supervisor in respect of this licence.
- 2. No supply of alcohol may be made at a time when the designated premises supervisor does not hold a personal licence or the personal licence is suspended.
- 3. Every supply of alcohol under this licence must be made or authorised by a person who holds a personal licence.
- 4. (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.
  - (2) 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;
      - 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
      - drink as much alcohol as possible (whether within a time limit or otherwise);
    - (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;
    - (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective;

- (d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;
- (e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of a disability).
- 5. The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.
- 6. (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.
  - (2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.
  - (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) a holographic mark, or
    - (b) an ultraviolet feature.
- 7. The responsible person must ensure that
  - (a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures -
    - (i) beer or cider:  $\frac{1}{2}$  pint;
    - (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and
    - (iii) still wine in a glass: 125 ml;
  - (b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and
  - (c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available.

A responsible person in relation to a licensed premises means the holder of the premise licence in respect of the premises, the designated premises supervisor (if any) or any individual aged 18 or over who is authorised by either the licence holder or designated premises supervisor. For premises with a club premises certificate, any member or officer of the club present on the premises in a capacity that which enables him to prevent the supply of alcohol.

- (i) 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.
- (ii) For the purposes of the condition set out in paragraph 8(i) above -

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- "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+(DxV)

Where -

- (i) P is the permitted price,
- (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
- 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.
- (iii). Where the permitted price given by Paragraph 8(ii)(b) above 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.
- (iv). (1) Sub-paragraph 8(iv)(2) below applies where the permitted price given by Paragraph 8(ii)(b) above 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.
- Admission of children to the premises must be restricted in accordance with the film classification recommended by the British Board of Film Classification or recommended by this licensing authority as appropriate.
- 10. All persons guarding premises against unauthorised access or occupation or against outbreaks of disorder or against damage (door supervisors) must be licensed by the Security Industry Authority.

#### Consistent with the operating schedule

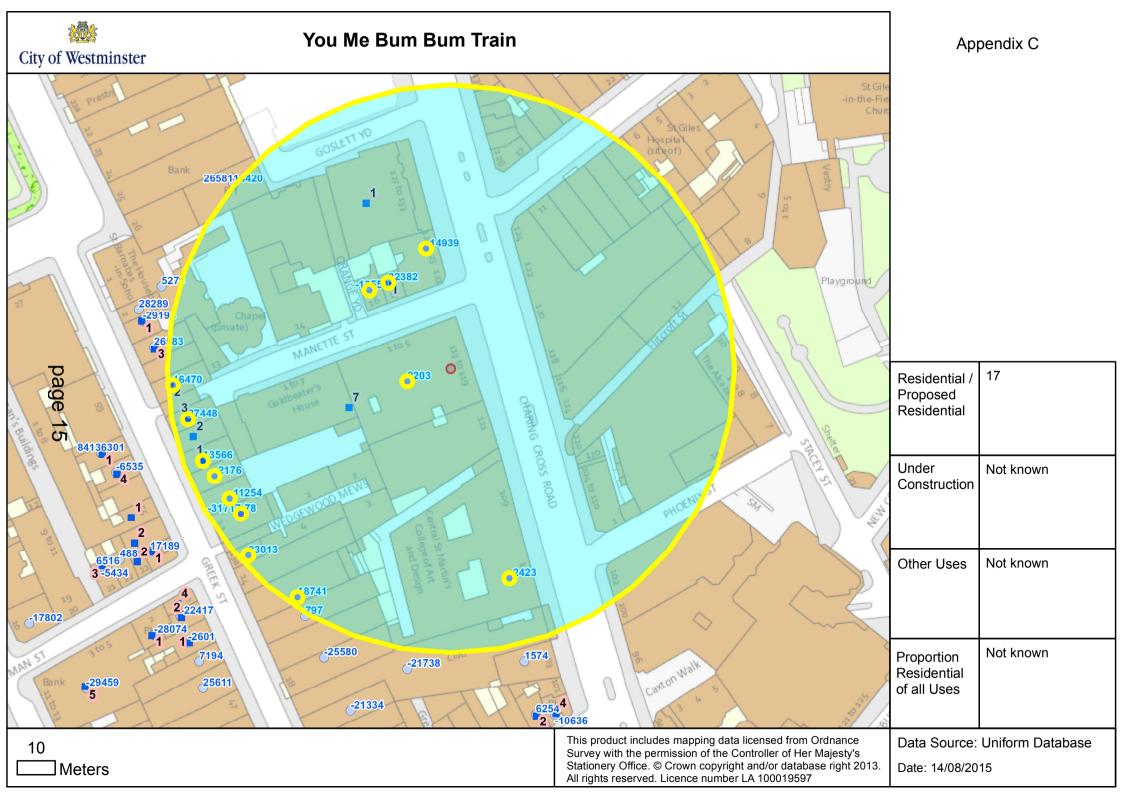
- 11. SIA registered door supervisors will be present at both the front entrance/exit and the bar exit of the premises at all times that the premises is open to the public.
- 12. The security guards will monitor and restrict access to the premises only allowing ticket holders, staff, and invited guests to enter.
- 13. Security will be given a ticket list, a staff list and a guest list indicating who is allowed in and anyone not on the list will not be allowed to enter.
- 14. Security will be on hand to help deal with difficult situations and aid in escorting difficult audience members from the premises if any trouble should occur.
- 15. Security will be able to carry out random drug and weapon searches of guests as they enter the premises.
- 16. Security will monitor and count the number of guests and staff entering the premises to ensure the premises does not exceed its capacity.
- 17. Security will also be on hand to ensure that children under the age of 18 will not be allowed into the premises unless they are specifically invited and licensed to perform or assist in the performance of the play, are a ticket holder, or are accompanied by a parent who is an invited guest.
- 18. Tickets holders must be 16 or over.
- 19. No children under the age of 18 will be allowed into the bar area of the premises unless they are accompanied by a parent or guardian.
- 20. The SIA registered supervisors will be employed from a security company that YMBBT Ltd have used before for previous events and have been proven competent within the industry.
- 21. Ticket terms and conditions clearly state that we have the right to refuse entry to anyone under the influence of drugs or alcohol.
- 22. YMBBT will ensure that bar staff are trained on appropriate licensing issues such as checking guests' ages, reporting incidents and spotting signs of drug use to support the responsibilities of the Designated Premises Supervisor.
- 23. A Challenge 25 scheme shall be in operation.
- 24. Core staff will be undergo fire marshal training to ensure that they are prepared and equipped with the correct knowledge to act in the safest possible manner in case of an emergency to ensure injuries, fatalities, and damages are kept to the absolute lowest possible level.
- 25. Staff will be trained as first aiders to an HSE Emergency First Aid at Work standard to ensure that they are capable of administering emergency first aid if required.
- 26. Staff will also be trained in health & safety areas such as manual handling to ensure the risk of injury to themselves or others is significantly reduced.
- 27. The premises is equipped with fully serviced fire extinguishers, fire blankets, a recently serviced smoke detection and fire alarm system, and emergency lighting to ensure that the premises is best prepared for an emergency evacuation or situation.
- 28. A comprehensive Fire Risk Assessment will be undertaken by our Health & Safety Advisor before opening to the public to ensure all risks are minimised before ticket holders and guests

are allowed into the premises. This assessment will be continually monitored and actions implemented as risks change.

- 29. Risk assessments are to be carried out whenever a potentially dangerous activity is carried out to ensure all potential risks are highlighted and acted upon before the activity is undertaken.
- 30. Air conditioning will be provided to help control humidity and temperature.
- 31. Permanent lighting will be fitted around the exterior of the premises.
- 32. Mortice locks will be installed on the front to the premises.
- 33. The car park entrance will be secured with a high-level electronic roller shutter.
- 34. All cash will be removed from the premises overnight.
- 35. Windows and doors, where possible, will be kept closed during operating hours.
- 36. Areas that are part of the live entertainment that are likely to be noisier will be sound-proofed and insulated to prevent noise leakage.
- 37. Notices will be placed at entrances and exits to ask and remind customers to leave quietly so as not to disturb local residents.
- 38. Speakers will not be placed near walls that may lie adjacent to residential properties.
- 39. Music in the bar area will be kept to a medium to low volume and will not be of an anti-social nature.
- 40. Refuse and glass recycling bins will be kept locked during opening hours to prevent them from any public access.
- 41. Bottles and rubbish will not be emptied between 11pm and 7am.
- 42. Details of the nearest public car park will be on display at the venue.
- 43. Notices will be placed around the premises advising customers not to park in residents' or local businesses' driveways and not to block any access route or public highway.
- 44. Residents and businesses in the local vicinity will be provided with a leaflet which explains how residents can get in contact if they have any problems or questions.
- 45. Public exits/entrance to the premises from the street will be supervised by SIA registered security guards during premises opening hours.
- 46. An incident report book will be kept on site and will be available for staff to record all incidents that happen at the premises and in the immediate vicinity.
- 47. Staff will be trained on the appropriate aspects of licensing legislation and in particular on underage sales in order to support the responsibilities of the Designated Premises Supervisor.
- 48. Training records will be kept and will be available for inspection at the request of police and council officers.
- 49. The premises will have a strict zero tolerance to drugs policy.
- 50. Anyone found taking drugs on the premises will be ejected and the police will be informed.

- 51. The door supervisors/security guards will be able to carry out random drug searches of customers as they enter the premises as well as areas of the premises in order to maintain this 'zero drugs' policy.
- 52. All incidents involving drugs will be recorded in the crime and disorder incident log book.
- 53. Staff will be trained in recognising the signs of drug use and will be encouraged to report all suspected cases to security.
- 54. Signs will be placed around the building notifying people that people found carrying or using drugs will be ejected from the premises and the police will be informed.
- 55. The lights will be left on inside the premises at night.
- 56. CCTV will be installed covering the entrances and exits from the premises and the alcohol serving area footage from this will be recorded on a hard drive and will be available to the Police in case of complaint or criminal activity.
- 57. Excess stock will be kept in a locked storage room that will remain locked at all times when not in use.
- 58. This storage room will be away from the public area and customer access.
- 59. All money will be kept in a safe in the private offices away from the licensed area and away from customer access.
- 60. Cash will be deposited into a bank on a daily basis to minimise the amount of cash held on the premises.
- 61. No cash will be left on the premises overnight.
- 62. Cash registers will be installed away from customer access.
- 63. On closing, all money will be removed from cash register and the drawer will be left open.
- 64. The premises and event will have an emergency event safety plan (ESP) which will be brought into action should the need for evacuation be necessary.
- 65. Regular fire drills will be held to ensure that all staff know the correct procedures to follow in case of emergency evacuation and so that any potential problems can be adjusted and fixed in case of a real evacuation.
- 66. The local fire brigade have been notified of the event and will be asked to come round before the event opens to check and confirm they are happy with it.
- 67. The premises and bar area are currently, and will remain, wheelchair accessible.
- 68. YMBBT Ltd will be reinstating the lift which has been out of service for the past year to allow wheelchair users and people with restricted mobility to access all floors.
- 69. The show run will include performance nights that are signed by a British Sign Language 'speaker' to allow those who are hard of hearing or deaf to have full access to the show.
- 70. The show run will also include performances with a touch tour guide where audience members will be led through the show by an official guide, again to allow the blind or partially sighted full access to the show.

- 71. Disabled toilets will be available on the first floor (access via the lift).
- 72. YMBBT Ltd will seek advice from Scope on appropriate facilities for those with access requirements.
- 73. YMBBT Ltd have a professional, qualified Health & Safety Advisor in place who will be ensuring the premises and entertainment are safe for both the public (ticket holders and guests) and staff.
- 74. An accident report book will be kept on site and all major accidents or near misses will be reported to RIDDOR within 3 days of the accident.
- 75. Bottles and rubbish will not be emptied between 11pm and 7am.
- 76. Guests will not be allowed to take glass or bottles (or any alcohol) off the premises.
- 77. Litter bins will be provided on the way out from the bar.
- 78. Toilets will be provided specifically for the bar area to try to discourage guests from urinating in the street.
- 79. A notice will be placed around the premises notifying guests the restrictions and conditions of where children are allowed and where they are not.
- 80. Bar staff will be trained in checking guests' ages.
- 81. Part of this training will involved being trained to only accept passports, driving licenses, and Citizen cards as valid proofs of age.
- 82. Security will also check for ID on entry to the building.
- 83. A refusal book will be kept on the premises where staff can record details of those who have been refused alcohol.



Premises within 75 metres of: 113 - 119 Charing Cross Road					
p/n	Name of Premises	Premises Address	Opening Hours		
06/05119/WCCMAP	San Valentino Bar	13A Greek Street London W1D 4DN	Monday to Saturday 23:00 - 03:00		
15/00619/LIPDPS	The Borderline	Orange Yard Manette Street London W1D 4AR	Monday to Wednesday 09:00 - 03:30 Thursday to Saturday 09:00 - 06:00 Sunday 09:00 - 23:00		
14/06142/LIPN	Foyles Bookshop	107 Charing Cross Road London WC2H 0DT	Monday to Saturday 09:00 - 23:00 Sunday 10:00 - 22:30 Sundays before Bank Holidays 10:00 - 23:00		
11/08277/LIPN	10 Greek Street	10 Greek Street London W1D 4DH	Friday to Saturday 11:00 - 00:00 Sunday 11:00 - 22:30 Monday to Thursday 11:00 - 23:30		
12/05139/LIPDPS	Foyles	113 - 119 Charing Cross Road London WC2H 0EB	Sunday 09:00 - 22:30 Monday to Saturday 09:00 - 23:00 Sundays before Bank Holidays 09:00 - 23:00		
06/05103/WCCMAP	Jazz After Dark	Ground Floor 9 Greek Street London W1D 4DQ	Monday to Thursday 09:00 - 02:30 Friday to Saturday 09:00 - 03:30 Monday to Saturday 10:00 - 00:30 Sunday 12:00 - 00:00 Sunday 12:00 - 00:00		
10/03533/LIPDPS	Patara	Basement And Ground Floor 15 Greek Street London W1D 4DP	Monday to Saturday 10:00 - 00:30 Sunday 12:00 - 00:00		
13/03061/LIPVM	Pillars Of Hercules Public House	7 Greek Street London W1D 4DF	Friday to Saturday 10:00 - 00:00 Monday to Thursday 10:00 - 23:30 Sundays before Bank Holidays 12:00 - 00:00 Sunday 12:00 - 23:00		
09/00739/LIPCH	Crobar	Ground Floor 17 Manette Street London W1D 4AS	Monday to Saturday 09:00 - 03:30 Sunday 12:00 - 23:00		
14/01329/LIPVM	Miabella London	Basement 12-13 Greek Street London W1D 4DL	Monday to Saturday 09:00 - 03:30 Sunday 09:00 - 23:00		
12/10955/LIPDPS	The Gallery Soho	Basement And Ground Floor 125 Charing Cross Road London WC2H 0EA	Monday to Sunday 00:00 - 00:00		
09/09864/LIPN	Bibimbap Korean Restaurant	11 Greek Street London W1D 4DJ	Monday to Sunday 12:00 - 15:00 Monday to Wednesday 17:00 - 00:00 Sunday 17:00 - 00:00 Thursday to Saturday 17:00 - 02:00		
14/01492/LIPN	Miabella	Basement 12-13 Greek Street London W1D 4DL	Monday to Saturday 09:00 - 03:30 Sunday 09:00 - 23:00		
14/09211/LIPVM	Bo Drake Restaurant	Basement And Ground Floor 6 Greek Street London W1D 4DE	Friday to Saturday 08:00 - 00:00 Sunday 08:00 - 22:30 Monday to Thursday 08:00 - 23:30		

# Background Documents

City of Westminster

Westminster Application for a premises licence Licensing Act 2003

\* required information

Section 1 of 19			
You can save the form	n at any i	time and resume it later. You do not need to k	be logged in when you resume.
System reference		Not Currently In Use	This is the unique reference for this application generated by the system.
Your reference		2626YMBBT2015	You can put what you want here to help you track applications if you make lots of them. It is passed to the authority.
Are you an agent acti	ng on be	ehalf of the applicant?	Put "no" if you are applying on your own
Yes	0	No	behalf or on behalf of a business you own or work for.
Applicant Details			
* First name		Morgan	
* Family name		Lloyd	
* E-mail		doabackflip@yahoo.com	
Main telephone num	oer		Include country code.
Other telephone num	ıber		
$\boxtimes$ Indicate here if the applicant would prefer not to be contacted by		licant would prefer not to be contacted by tel	ephone
Is the applicant:			
<ul> <li>Applying as a b</li> </ul>	usiness	or organisation, including as a sole trader	A sole trader is a business owned by one person without any special legal structure.
<ul> <li>Applying as an individuation</li> </ul>		al	Applying as an individual means the applicant is applying so the applicant can be employed, or for some other personal reason, such as following a hobby.
Applicant Business			
* Is the applicant's business registered in the UK with Companies House?		Yes O No	
* Registration number		07101496	
* Business name		YMBBT Limited	If the applicant's business is registered, use its registered name.
* VAT number	GB	113406852	Put "none" if the applicant is not registered for VAT.
* Legal status		Private Limited Company	
		page 18	

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Continued from previous page		
* Applicant's position in the business	Director	
Home country	United Kingdom	The country where the applicant's headquarters are.
Registered Address		Address registered with Companies House.
* Building number or name	56	
* Street	Andrews Road	
District	Hackney	
* City or town	London	
County or administrative area		
* Postcode	E8 4RL	
* Country	United Kingdom	
Agent Details		
* First name	Brian	
* Family name	Cleary	
* E-mail	brian.cleary@sygmasafety.co.uk	
Main telephone number	07966 317545	Include country code.
Other telephone number	01223 750274	
Indicate here if you would a series of the series of th	ld prefer not to be contacted by telephone	
Are you:		
• An agent that is a busine	ess or organisation, including a sole trader	A sole trader is a business owned by one person without any special legal structure.
<ul> <li>A private individual actir</li> </ul>	ng as an agent	,
Agent Business * Is your business registered in the UK with Companies House?	• Yes 🔿 No	
* Registration number	5649673	
* Business name	Sygma Safety & Events Ltd	If your business is registered, use its registered name.
* VAT number GB	871583205	Put "none" if you are not registered for VAT.
* Legal status	Private Limited Company	

Continued from previous page					
* Your position in the business	Managing Director				
Home country	United Kingdom	The country where the headquarters of your business is located.			
Agent Registered Address		Address registered with Companies House.			
* Building number or name	Unit K				
* Street	Blois Meadow Business Centre				
District	Steeple Bumpstead				
* City or town	Haverhill				
County or administrative area					
* Postcode	CB9 7BN				
* Country	United Kingdom				
Section 2 of 19					
PREMISES DETAILS					
I/we, as named in section 1, apply for a premises licence under section 17 of the Licensing Act 2003 for the premises described in section 2 below (the premises) and I/we are making this application to you as the relevant licensing authority in accordance with section 12 of the Licensing Act 2003.					
Premises Address					
Are you able to provide a postal address, OS map reference or description of the premises?					
Address O S ma	p reference <ul> <li>Description</li> </ul>				
Address Description					
113-119 Charing Cross Road, London, WC2H 0EB The former Foyles Bookshop on Charing Cross Road which has been used on a temporary basis since Foyles moved out and the building was gutted in June 2014. The building is intended for demolition after our departure. YMBBT have applied for a temporary change of use for the building to enable us to use it as a performance space during our occupation until the end of February 2016.					
Further Details					
Telephone number					
Non-domestic rateable value of premises (£)	0				

Secti	on 3 of 19				
APPL	ICATION DETAILS				
In wh	at capacity are you apply	ing for the premises licence?			
	An individual or individu	als			
$\boxtimes$	A limited company				
	A partnership				
	An unincorporated assoc	ciation			
	A recognised club				
	A charity				
	The proprietor of an edu	cational establishment			
	A health service body				
		ed under part 2 of the Care Standards Act an independent hospital in Wales			
	A person who is registered under Chapter 2 of Part 1 of the Health and Social Care Act 2008 in respect of the carrying on of a regulated activity (within the meaning of that Part) in an independent hospital in England				
	The chief officer of police of a police force in England and Wales				
	] Other (for example a statutory corporation)				
Confirm The Following					
$\boxtimes$	I am carrying on or proposing to carry on a business which involves the use of the premises for licensable activities				
	] I am making the application pursuant to a statutory function				
	<ul> <li>I am making the application pursuant to a function discharged by</li> <li>virtue of Her Majesty's prerogative</li> </ul>				
Section 4 of 19					
NON INDIVIDUAL APPLICANTS					
	5	address of applicant in full. Where appropriate give any registered number. In the case of a ture (other than a body corporate), give the name and address of each party concerned.			
Non	Individual Applicant's N	lame			
Nam	e	YMBBT Limited			
Deta	ils				
-	stered number (where cable)	07101496			

Description of applicant (for example partnership, company, unincorporated association etc) page 21

Continued	from	previous	page
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Address	
Building number or name	56
Street	Andrews Road
District	Hackney
City or town	London
County or administrative area	
Postcode	E8 4RL
Country	United Kingdom
Contact Details	
E-mail	doabackflip@yahoo.com
Telephone number	
Other telephone number	
	Add another applicant
Section 5 of 19	
Section 5 of 19 OPERATING SCHEDULE	
	17 / 08 / 2015 dd mm yyyy
OPERATING SCHEDULE When do you want the	
OPERATING SCHEDULE When do you want the premises licence to start? If you wish the licence to be valid only for a limited period,	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$
OPERATING SCHEDULE When do you want the premises licence to start? If you wish the licence to be valid only for a limited period, when do you want it to end Provide a general description of For example the type of premis licensing objectives. Where you	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$

The building is set out over 6 floors (basement, ground, first, second, third & fourth). The building also has a small service yard/car park located off Manette Street which is amicably shared with Foyles and holds around 4 car park spaces as well as waste/refuse bins. Foyles currently still utilise the west side grade basement floor - demaracted from YMBBT's section with

Continued from previous page				
fire doors and shutters.				
Our intention to utilise the building primarily for artistic purposes will complement other uses in the locality, such as the Phoenix Theatre and the Prince Edward Theatre. The proposed property is also in close proximity to the West End and Soho districts so is not in a highly residential area, rather, our use of the building would complement the cultural vibrancy of the local area. The proposed use would not introduce activities at a time when the location would otherwise be quiet and, therefore, will not impact upon the residential amenity of any nearby properties.				
building. There will be a and accessible from the	a small limited smoking area adjace bar. Alcohol will not be allowed ou	cohol from a small bar area on the basement floor of the nt to the premises at street level on Charing Cross Road – close to itside. This area will be monitored by a security guard and will not will also monitor numbers in the smoking area - limiting access		
be accessible to people security guards to ensu	just coming in off the street. The ac re that no-one other than invited g e prevention of crime and disorder,	limited number of specifically invited guests, and staff so will not ccess to the bar and to the event will both be monitored by uests are allowed in and also to promote the keeping of the four public safety, the prevention of public nuisance and the		
If 5,000 or more people expected to attend the premises at any one tim state the number expect attend	ne,			
Section 6 of 19				
PROVISION OF PLAYS				
Will you be providing p	lays?			
• Yes	⊖ No			
Standard Days And Ti	mings			
MONDAY		Give timings in 24 hour clock.		
	Start 18:00	End 00:00 (e.g., 16:00) and only give details for the days		
	Start	End of the week when you intend the premises		
TUESDAY				
	Start 18:00	End 00:00		
	Start	End		
WEDNESDAY				
WEDNESDAT	Start 18:00	End 00:00		
	Start	End		
THURSDAY				
	Start 18:00	End 00:00		
	Start	End		

Continued from previous page				
FRIDAY				
Start	18:00	End 00:00		
Start		End		
SATURDAY				
Start	18:00	End 00:00		
Start		End		
SUNDAY	10.00			
Start		End 00:00		
Start		End		
Will the performance of a play	take place indoors or outdoors	s or both?	Where taking place in a building or other structure tick as appropriate. Indoors may	
Indoors	O Outdoors	Both	include a tent.	
State type of activity to be aut exclusively) whether or not mu	-	-	urther details, for example (but not	
The performance is non-traditional and interactive. Instead of sitting in an auditorium, each audience member or 'passenger' enters into the experience alone. Within authentically created sets, cast members help recreate a range of 'real- life' experiences, that would not normally be possible to experience in one life time. Passengers travel from one scenario to the next, interacting with each situation they encounter. Due to the nature of the show, only 70 audience members experience the performance each night. The initial run of performances will take place on 50 individual nights between September and December. We have applied for a license for everyday of the week this is because the performances fall on different nights each week during the show run. The dates of the initial performance run are as follows (subject to change): Wednesday 2nd September, Saturday 5th September, Tuesday 8th September, Wednesday 9th September, Thursday 10th September, Saturday 12th September, Tuesday 15th September, Wednesday 16th September, Thursday 17th September, Saturday 19th September, Tuesday 2nd September, Wednesday 23rd September, Thursday 24th September, Saturday 26th September, Friday 2nd October, Saturday 3rd October, Tuesday 6th October, Wednesday 7th October, Thursday 8th October, Tuesday 20th October, Tuesday 21st October, Thursday 14th October, Thursday 15th October, Tuesday 27th October, 20th October, Tuesday 21st October, Thursday 22nd October, Saturday 24th October, Tuesday 27th October, 20th October, Tuesday 20th October, Friday 30th October, 20th October, Tuesday 10th November, Wednesday 11th November, Thursday 12th November, Friday 13th November, Tuesday 17th November, Wednesday 18th November, Thursday 19th November, Friday 21st November, Friday 6th November, Wednesday 18th November, Thursday 19th November, Saturday 21st November, 20th October, Tuesday 17th November, Wednesday 18th November, Thursday 19th November, Saturday 21st November, 20th November, Tuesday 17th November, Wednesday 18th November, Thursda				
Tuesday 24th November, Wednesday 25th November, Thursday 26th November, Saturday 28th November, Monday 30th November,				
Tuesday 1st December, Wednesday 2nd December, Thursday 3rd December, Saturday 5th December 2015				
There is a chance a second run of performances may be added in January and February 2016 but this is not yet confirmed.				
State any seasonal variations for performing plays				

For example (but not exclusively) where the activity will occur on additional days during the summer months.

<b></b>					
Continued from previous	page				
L					
Non standard timings. the column on the left,			will be used for the pe	erformance of	f a play at different times from those listed in
			www.ich.the.estivity.te		on a particular day o a Christman Fue
	xclusive	iy), where yo	bu wish the activity to	go on longer	on a particular day e.g. Christmas Eve.
Section 7 of 19					
PROVISION OF FILMS	l				
Will you be providing fi	ims?				
Yes		⊖ No			
Standard Days And Ti	mings				
MONDAY					Give timings in 24 hour clock.
	Start	18:00	End	00:00	(e.g., 16:00) and only give details for the days of the week when you intend the premises
	Start		End		to be used for the activity.
TUESDAY					
	Start	18:00	End	00:00	
	Start		End		
WEDNESDAY					1
WEDNESDAT	Start	19.00	End	00:00	]
	Start	18:00	End	00.00	]
	Start		End		
THURSDAY					-
	Start	18:00	End	00:00	
	Start		End		]
FRIDAY					
	Start	18:00	End	00:00	
	Start		End		
CATUDDAV					1
SATURDAY	C+~+	10.00	F., .1	00.00	]
	Start	18:00	End	00:00	]
	Start		End	1	

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Continued from previous page				
SUNDAY				
Start 18:00 End 00:00				
Start End				
Will the exhibition of films take place indoors or outdoors or both? Where taking place in a building or other				
<ul> <li>Indoors</li> <li>Outdoors</li> <li>Both</li> <li>Structure tick as appropriate. Indoors may include a tent.</li> </ul>				
State type of activity to be authorised, if not already stated, and give relevant further details, for example (but not exclusively) whether or not music will be amplified or unamplified.				
Although most of any film footage shown will be as theatrical devices within the show, there is the opportunity to show films in our foyer when open to the public. Any films shown will be age appropriate and, where required, we will display the certificate for each film shown.				
State any seasonal variations for the exhibition of film				
For example (but not exclusively) where the activity will occur on additional days during the summer months.				
Non standard timings. Where the premises will be used for the exhibition of film at different times from those listed in the column on the left, list below For example (but not exclusively), where you wish the activity to go on longer on a particular day e.g. Christmas Eve.				
Section 8 of 19				
PROVISION OF INDOOR SPORTING EVENTS				
Will you be providing indoor sporting events?				
○ Yes				
Section 9 of 19				
PROVISION OF BOXING OR WRESTLING ENTERTAINMENTS				
Will you be providing boxing or wrestling entertainments?				
○ Yes				
Section 10 of 19 PROVISION OF LIVE MUSIC				
Will you be providing live music?				
Yes     No				
standard Days And Timings page 26				

Continued from previous page...

continued noin previous	page			
MONDAY				Give timings in 24 hour clock.
	Start 18:00	End	23:45	(e.g., 16:00) and only give details for the days
	Start	End		of the week when you intend the premises to be used for the activity.
TUESDAY				
	Start 18:00	End	23:45	
	Start	End		
WEDNESDAY				
	Start 18:00	End	23:45	
	Start	End		
THURSDAY				
	Start 18:00	End	23:45	
	Start	End		
FRIDAY				
	Start 18:00	End	23:45	
	Start	End		
SATURDAY				
	Start 18:00	End	23:45	
	Start	End		
SUNDAY				
	Start 18:00	End	23:45	
	Start	End		
Will the performance of	f live music take place in	doors or outdoors	or both?	Where taking place in a building or other structure tick as appropriate. Indoors may
<ul><li>Indoors</li></ul>	<ul> <li>Outdoors</li> </ul>	<ul> <li>Both</li> </ul>		include a tent.
State type of activity to be authorised, if not already stated, and give relevant further details, for example (but not exclusively) whether or not music will be amplified or unamplified.				
				and a the last and all a state of the all a state of the

There is a chance that live music will be played as part of the theatrical performance - this is pending the finalisation of the artistic content of the show. In which case, it would happen on each of the performance nights listed below. The scene would be heavily sound proofed to prevent the leakage of noise. The creative concept for the show relies on the element of surprise, therefore it is essential that sound does not travel between scenes, sound-proofing is an essential part of the construction of sets.

The latest the scene would be performed would be 23:45. This scene would be performed on the following dates (subject to change):

Wednesday 2nd September, Saturday 5th September, Tuesday 8th September, Wednesday 9th September, Thursday 10th September, Saturday 12th September, Tuesday 15th September, Wednesday 16th September, Thursday 17th September, Saturday 19th September, Tuesday 22nd September, Wednesday 23rd September, Thursday 24th September, Saturday 26th September.

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Friday 2nd October, Saturday 3rd October, Tuesday 6th October, Wednesday 7th October, Thursday 8th October, Saturday

Continued from	previous page
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10th October, Tuesday 13th October, Wednesday 14th October, Thursday 15th October, Saturday 17th October, Tuesday 20th October, Wednesday 21st October, Thursday 22nd October, Saturday 24th October, Tuesday 27th October, Wednesday 28th October, Thursday 29th October, Friday 30th October

Friday 6th November, Tuesday 10th November, Wednesday 11th November, Thursday 12th November, Friday 13th November, Tuesday 17th November, Wednesday 18th November, Thursday 19th November, Saturday 21st November, Tuesday 24th November, Wednesday 25th November, Thursday 26th November, Saturday 28th November, Monday 30th November

Tuesday 1st December, Wednesday 2nd December, Thursday 3rd December, Saturday 5th December 2015

State any seasonal variations for the performance of live music

For example (but not exclusively) where the activity will occur on additional days during the summer months.

Non-standard timings. Where the premises will be used for the performance of live music at different times from those listed in the column on the left, list below

For example (but not exclusively), where you wish the activity to go on longer on a particular day e.g. Christmas Eve.

Section 11 of 19		
<b>PROVISION OF RECORI</b>	DED MUSIC	
Will you be providing re	ecorded music?	
• Yes	⊖ No	
Standard Days And Ti	mings	
MONDAY		Give timings in 24 hour clock.
	Start 17:00	End 01:00 (e.g., 16:00) and only give details for the days
	Start	End of the week when you intend the premises to be used for the activity.
TUESDAY		
	Start 17:00	End 01:00
	Start	End
WEDNESDAY		
	Start 17:00	End 01:00
	Start	End

Continued from previous page				
THURSDAY				
Start	17:00	End 01:00		
Start		End		
FRIDAY				
Start	17:00	End 02:00		
Start		End		
SATURDAY			I	
Strokbar	17:00	End 02:00		
Start		End		
SUNDAY			1	
Start	17:00	End 00:00		
Start		End		
Will the playing of recorded n	nusic take place indoors o	or outdoors or both?	Where taking place in a building or other structure tick as appropriate. Indoors may	
Indoors	<ul> <li>Outdoors</li> </ul>	○ Both	include a tent.	
State type of activity to be au exclusively) whether or not m	5	5	urther details, for example (but not	
It is intended that recorded music will be used within the theatrical performance (licensed under PRS & PPL) but also played in the bar area which will be indoors and on the basement floor. The bar area will be approx 225m2 This too will be licensed and covered under PRS. The latest time that recorded music will be played would be 02:00. The music will be background and not be of an antisocial nature, rather it will be kept to a medium to low volume and of a style that would not aggravate or annoy neighbours. The music will be played in the bar area on the following dates (subject to change):				
Wednesday 2nd September, Saturday 5th September, Tuesday 8th September, Wednesday 9th September, Thursday 10th September, Saturday 12th September, Tuesday 15th September, Wednesday 16th September, Thursday 17th September, Saturday 19th September, Tuesday 22nd September, Wednesday 23rd September, Thursday 24th September, Saturday 26th September				
Friday 2nd October, Saturday 3rd October, Tuesday 6th October, Wednesday 7th October, Thursday 8th October, Saturday 10th October, Tuesday 13th October, Wednesday 14th October, Thursday 15th October, Saturday 17th October, Tuesday 20th October, Wednesday 21st October, Thursday 22nd October, Saturday 24th October, Tuesday 27th October, Wednesday 28th October, Thursday 29th October, Friday 30th October,				
Friday 6th November, Tuesday 10th November, Wednesday 11th November, Thursday 12th November, Friday 13th November, Tuesday 17th November, Wednesday 18th November, Thursday 19th November, Saturday 21st November, Tuesday 24th November, Wednesday 25th November, Thursday 26th November, Saturday 28th November, Monday 30th November				
Tuesday 1st December, Wednesday 2nd December, Thursday 3rd December, Saturday 5th December 2015.				
State any seasonal variations for playing recorded music				
For example (but not exclusively) where the activity will occur on additional days during the summer months.				
		page 29		

Continued from previous	spage			
Non-standard timings. in the column on the le		be used for the pla	aying of record	ded music at different times from those listed
For example (but not e	xclusively), where you wi	sh the activity to g	jo on longer o	n a particular day e.g. Christmas Eve.
Section 12 of 19				
PROVISION OF PERFO				
Will you be providing p	performances of dance?			
• Yes	⊖ No			
Standard Days And Ti	mings			
MONDAY				Give timings in 24 hour clock.
	Start 18:00	End	23:45	(e.g., 16:00) and only give details for the days of the week when you intend the premises
	Start	End		to be used for the activity.
TUESDAY				
	Start 18:00	End	23:45	
	Start	End		
WEDNESDAY				
	Start 18:00	End	23:45	
	Start	End		
THURSDAY				
HIUKSDAT	Start 18:00	End	23:45	
			23.43	
	Start	End		
FRIDAY			[]	
	Start 18:00	End	23:45	
	Start	End		
SATURDAY				
	Start 18:00	End	23:45	
	Start	End		

Continued from previous page					
SUNDAY					
	10.00		۲nd	22.45	
Start	18:00		End	23:45	
Start			End		
<ul><li>Will the performance of dance</li><li>Indoors</li></ul>	take place inc		rs or b Both		Where taking place in a building or other structure tick as appropriate. Indoors may include a tent.
State type of activity to be auth exclusively) whether or not mu					urther details, for example (but not
the play but will also be fully lic	ensed and ap	oproved under P	RS. Th	ne scene will l	nce of a dance group. This is purely as part of be heavily sound insulated to prevent noise vill be performed on the following dates
September, Saturday 12th Sept	tember, Tueso	day 15th Septem	nber, V	Vednesday 1	, Wednesday 9th September, Thursday 10th 6th September, Thursday 17th September, ber, Thursday 24th September, Saturday
10th October, Tuesday 13th Oc	tober, Wedne October, Thu	esday 14th Octol ursday 22nd Octo	ber, Tl ober, S	hursday 15th Saturday 24th	th October, Thursday 8th October, Saturday October, Saturday 17th October, Tuesday n October, Tuesday 27th October,
November, Tuesday 17th Nove	Friday 6th November, Tuesday 10th November, Wednesday 11th November, Thursday 12th November, Friday 13th November, Tuesday 17th November, Wednesday 18th November, Thursday 19th November, Saturday 21st November, Tuesday 24th November, Wednesday 25th November, Thursday 26th November, Saturday 28th November, Monday 30th November				
Tuesday 1st December, Wednesday 2nd December, Thursday 3rd December, Saturday 5th December 2015					
State any seasonal variations for the performance of dance					
For example (but not exclusively) where the activity will occur on additional days during the summer months.					
Non-standard timings. Where the premises will be used for the performance of dance at different times from those listed in the column on the left, list below					
For example (but not exclusive	ly), where yo	u wish the activi	ty to g	jo on longer (	on a particular day e.g. Christmas Eve.
Section 13 of 19	Section 13 of 19				
PROVISION OF ANYTHING OF DANCE	PROVISION OF ANYTHING OF A SIMILAR DESCRIPTION TO LIVE MUSIC, RECORDED MUSIC OR PERFORMANCES OF DANCE DANCE				
		•	-		

Continued from previous	page			
Will you be providing an performances of dance?		g similar to live music, recorde	d mus	sic or
• Yes		⊖ No		
Standard Days And Ti	nings			
MONDAY				Give timings in 24 hour clock.
	Start	18:00	End	00:00 (e.g., 16:00) and only give details for the days of the week when you intend the premises
	Start		End	to be used for the activity.
TUESDAY				
	Start	18:00	End	00:00
	Start		End	
WEDNESDAY				
	Start	18:00	End	00:00
	Start		End	
THURSDAY				
	Start	18:00	End	00:00
	Start		End	
FRIDAY				
	Start	18:00	End	00:00
	Start		End	
SATURDAY				
	Start	18:00	End	00:00
	Start		End	
SUNDAY				
	Start	18:00	End	00:00
	Start		End	

Give a description of the type of entertainment that will be provided

It may be that the theatrical performance utilises spoken word, workshops, singing, dancing etc as part of the performance (pending finalisation of artistic content). In which case, it would be performed on the following days (subject to change):

Wednesday 2nd September, Saturday 5th September, Tuesday 8th September, Wednesday 9th September, Thursday 10th September, Saturday 12th September, Tuesday 15th September, Wednesday 16th September, Thursday 17th September, Saturday 19th September, Tuesday 22nd September, Wednesday 23rd September, Thursday 24th September, Saturday 26th September

Friday 2nd October, Saturday 3rd October, Tuesday 6th October, Wednesday 7th October, Thursday 8th October, Saturday 10th October, Tuesday 13th October, Wednesday 14th October, Thursday 15th October, Saturday 17th October, Tuesday 20th October, Wednesday 21st October, Thursday 22nd 22ber 32turday 24th October, Tuesday 27th October, Wednesday 28th October, Thursday 29th October, Friday 30th October

Continued from previous p	age		
November, Tuesday 17th	November, Wednesday 1	8th November, Thursday	er, Thursday 12th November, Friday 13th y 19th November, Saturday 21st November, mber, Saturday 28th November, Monday 30th
Tuesday 1st December, W	lednesday 2nd December	r, Thursday 3rd Decembe	er, Saturday 5th December 2015
<ul><li>Will this entertainment ta</li><li>Indoors</li></ul>	ake place indoors or outdo	oors or both?	Where taking place in a building or other structure tick as appropriate. Indoors may include a tent.
	e authorised, if not alread ot music will be amplified		nt further details, for example (but not
Music may be amplified b	out kept at a moderate vol	ume and the room will b	be sound insulated to prevent noise leakage.
State any seasonal variati	ions for entertainment		
For example (but not exc	lusively) where the activit	y will occur on additiona	I days during the summer months.
on the left, list below	·		at different times from those listed in the column ger on a particular day e.g. Christmas Eve.
Section 14 of 19			
LATE NIGHT REFRESHM			
Will you be providing late	C		
⊖ Yes	No		
Section 15 of 19			
SUPPLY OF ALCOHOL			
Will you be selling or sup			
• Yes	⊖ No		
Standard Days And Tim	ings		
MONDAY		r	Give timings in 24 hour clock.
	Start 18:00	End 01:00	(e.g., 16:00) and only give details for the days of the week when you intend the premises
	Start	pag <sub>@</sub> 33	to be used for the activity.

	• •					
	TUESDAY					
		Start	18:00	End	01:00	
		Start		End		
	WEDNESDAY					
		Start	18:00	End	01:00	
		Start		End		
	THURSDAY					
		Start	18:00	End	01:00	
		Start		End		
	FRIDAY					
		Start	18:00	End	02:00	
		Start		End		
	SATURDAY					
		Start	18:00	End	02:00	
		Start		End		
	SUNDAY					
		Start	18:00	End	00:00	
		Start		End		
Will the	sale of alcohol b	be for c	consumption:			If the sale of alcohol is for consumption on the premises select on, if the sale of alcohol
• 0	n the premises		○ Off the premises ○	Both		is for consumption away from the premises select off. If the sale of alcohol is for consumption on the premises and away from the premises select both.
State ar	ny seasonal varia	tions				
For exa	mple (but not ex	clusive	ely) where the activity will occ	uron	additional da	ys during the summer months.
The bar staff per around what th recomm	is intended for un rformers of the p 00:00. We have a ney felt would be nendation. We have	use by t perform appliec a reaso ave lim	the audience members (of wh nance after they have finished d to sell alcohol up until 02:00 conable time after the event ha nited this later finish to Friday a	iich th worki after s ad finis & Satu	ere are 70 ead ing – the perf seeking advic shed to serve urday nights c	
i he pre	mises (entertain	ment a	and bar) will not be open to th	e gen	eral public wa	alking in off the street – rather it will be ticket

holders, staff, and a limited amount of specifically invited guests only who will be allowed on the premises during opening hours.

The bar entrance/exits will be manned by SIA registered security guards to restrict and monitor who is coming into the premises. page 34

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Continued from previous page				
Full details on our approach to sensible alcohol retail can be found in section 18.				
Non-standard timings. Where t column on the left, list below	Non-standard timings. Where the premises will be used for the supply of alcohol at different times from those listed in the column on the left, list below			
For example (but not exclusive	ly), where you wish the activity to go on longer	on a particular day e.g. Christmas Eve.		
State the name and details of t licence as premises supervisor	he individual whom you wish to specify on the			
Name				
First name	Morgan			
Family name	Lloyd			
Enter the contact's address				
Building number or name	56			
Street	Andrews Road			
District	Hackney			
City or town	London			
County or administrative area				
Postcode	E8 4RL			
Country	United Kingdom			
Personal Licence number				
(if known)	LBH-PER-N1635			
Issuing licensing authority				
(if known)	London Borough of Hackney			
PROPOSED DESIGNATED PRE	MISES SUPERVISOR CONSENT			
How will the consent form of the supplied to the authority?	ne proposed designated premises supervisor			
	oosed designated premises supervisor			
○ As an attachment to this	application			
Reference number for consent		If the consent form is already submitted, ask the proposed designated premises		
form (if known)		supervisor for its 'system reference' or 'your		
Section 16 of 19	page 35	reference'.		

Continued from previous pag	IC			
ADULT ENTERTAINMENT				
	ainment or services, activitie e to concern in respect of ch	es, or other entertainment or matters ancillary to the use of the nildren		
rise to concern in respect o	Give information about anything intended to occur at the premises or ancillary to the use of the premises which may give rise to concern in respect of children, regardless of whether you intend children to have access to the premises, for example			
None	y or serni-hudity, mins for res	stricted age groups etc gambling machines etc.		
Section 17 of 19				
HOURS PREMISES ARE OP				
Standard Days And Timir	ngs			
MONDAY		Give timings in 24 hour clock.		
St	tart 17:30	End 01:30 (e.g., 16:00) and only give details for the day of the week when you intend the premises		
St	tart	End to be used for the activity.		
TUESDAY				
St	tart 17:30	End 01:30		
St	tart	End		
WEDNESDAY		[]		
St	tart 17:30	End 01:30		
St	tart	End		
THURSDAY				
St	tart 17:30	End 01:30		
St	tart	End		
FRIDAY				
	tart 17:30	End 02:30		
St	tart	End		
SATURDAY				
St	tart 17:30	End 02:30		
St	tart	End		
SUNDAY				
St	tart 17:30	End 02:30		
	tart	End		
State any seasonal variation				
	115	page 36		

For example (but not exclusively) where the activity will occur on additional days during the summer months.

The premises will not be open to the general public walking in off the street – rather it will be ticket holders, staff, and a limited number of specifically invited guests only who will be allowed on the premises during opening hours. As stated above, the venue will only be open to the public on the nights that there is a performance. At the moment these are scheduled for the following dates (subject to change):

Wednesday 2nd September, Saturday 5th September, Tuesday 8th September, Wednesday 9th September, Thursday 10th September, Saturday 12th September, Tuesday 15th September, Wednesday 16th September, Thursday 17th September, Saturday 19th September, Tuesday 22nd September, Wednesday 23rd September, Thursday 24th September, Saturday 26th September

Friday 2nd October, Saturday 3rd October, Tuesday 6th October, Wednesday 7th October, Thursday 8th October, Saturday 10th October, Tuesday 13th October, Wednesday 14th October, Thursday 15th October, Saturday 17th October, Tuesday 20th October, Wednesday 21st October, Thursday 22nd October, Saturday 24th October, Tuesday 27th October, Wednesday 28th October, Thursday 29th October, Friday 30th October

Friday 6th November, Tuesday 10th November, Wednesday 11th November, Thursday 12th November, Friday 13th November, Tuesday 17th November, Wednesday 18th November, Thursday 19th November, Saturday 21st November, Tuesday 24th November, Wednesday 25th November, Thursday 26th November, Saturday 28th November, Monday 30th November

Tuesday 1st December, Wednesday 2nd December, Thursday 3rd December, Saturday 5th December 2015

Non standard timings. Where you intend to use the premises to be open to the members and guests at different times from those listed in the column on the left, list below

For example (but not exclusively), where you wish the activity to go on longer on a particular day e.g. Christmas Eve.

#### Section 18 of 19

#### LICENSING OBJECTIVES

Describe the steps you intend to take to promote the four licensing objectives:

a) General - all four licensing objectives (b,c,d,e)

List here steps you will take to promote all four licensing objectives together.

YMBBT Ltd take the promotion of the four licensing objectives to be of paramount importance throughout the duration of our stay at 113-119 Charing Cross Road. Whilst our tenancy is only temporary, we hold the existing community and local area with a huge amount of respect and wish to complement the cultural scene in Westminster by providing both opportunities for local people to participate and engage in the arts as well as bringing a landmark event to the area.

YMBBT is a not-for-profit, volunteer-based community project who seek out properties in transition and transform them into hubs of artistic creativity. YMBBT helps bring people together from across different backgrounds, locations, and walks of life; to form and unite communities by providing opportunities, workshops, and training in various fields such as set building, acting, and prop-making, scenic arts and event production.

To ensure YMBBT has the most positive impact possible, we will be taking the following measures to promote all four of the licensing objectives:

Providing Registered Door Supervisors

• SIA registered door supervisors will be present at both the front entrance/exit and the bar exit of the premises at all times that the premises is open to the public.

• The security guards will monitor and restrict access to the premises – only allowing ticket holders, staff, and invited guests to enter, not just anyone off the street.

• The security will be given a ticket list, a staff list and a guest list indicating who is allowed in and anyone not on the list will not be allowed to enter.

• The security will be on hand to help deal with difficult situations and aid in escorting difficult audience members from the premises if any trouble should occur.

• The security will be able to carry out random drug and weapon searches of guests as they enter the premises.

• The security will monitor and count the number of guests and staff entering the premises to ensure the premises does not exceed its capacity.

• The security will also be on hand to ensure that children under the age of 18 will not be allowed into the premises unless they are specifically invited and licensed to perform or assist in the performance of the play, are a ticket holder, or are accompanied by a parent who is an invited guest. Tickets holders must be 16 or over.

• No children under the age of 18 will be allowed into the bar area of the premises unless they are accompanied by a parent or guardian.

• The SIA registered supervisors will be employed from a security company that we have used before for previous events and have been proven competent within the industry.

• Our ticket terms and conditions clearly state that we have the right to refuse entry to anyone under the influence of drugs or alcohol.

### Staff Training

• YMBBT will ensure that bar staff are trained on appropriate licensing issues such as checking guests' ages, reporting incidents and spotting signs of drug use to support the responsibilities of the Designated Premises Supervisor. We will utilise the Challenge 25 scheme.

• Staff will be trained as fire marshals to firstly help minimise the risk of fire but then also to ensure that in an emergency, the risk of injury, fatality, or damage to either the public or the property is significantly reduced.

• Staff will be trained as first aiders to an HSE Emergency First Aid at Work standard to ensure that they are capable of administering emergency first aid if required.

• Staff will also be trained in health & safety areas such as manual handling to ensure the risk of injury to themselves or others is significantly reduced.

#### Suitable and Sufficient Facilities

• The premises is equipped with fully serviced fire extinguishers, fire blankets, a fire alarm system, and emergency lighting to ensure that the premises is best prepared for an emergency evacuation or situation.

• A comprehensive Fire Risk Assessment will be undertaken by our Health & Safety Advisor before opening to the public to ensure all risks are minimised before ticket holders and guests are allowed into the premises. This assessment will be continually monitored and actions implemented as risks change.

• The premises will comply with all statutory fire safety controls.

• Our professional and industry qualified Health & Safety Advisor will ensure the premises and entertainment are safe for both the public (ticket holders and guests) and our staff.

• Risk assessments are to be carried out whenever a potentially dangerous activity is carried out to ensure all potential risks are highlighted and acted upon before the activity is undertaken.

- Air conditioning will be provided to help control humidity and temperature.
- Permanent lighting will be fitted around the exterior of the premises.
- Mortice locks will be installed on the front to the premises.
- The car park entrance will be secured with a high-level electronic roller shutter.
- Excess stock will be kept in a locked storage room that will remain locked at all times.
- All cash will be removed from the premises overnight.

Creating a Harmonious Relationship with our Neighbours

 $\cdot$  Windows and doors, where possible, will be kept closed during operating hours.

• Areas that are part of the live entertainment that are likely to be noisier will be sound-proofed and insulated to prevent noise leakage.

• Notices will be placed at entrances and exits to ask and remind customers to leave quietly so as not to disturb local residents.

• Speakers will not be placed near walls that may lie adjacent to residential properties.

• Music in the bar area will be kept to a medium to low volume and will not be of an anti-social nature.

• Refuse and glass recycling bins will be kept locked during opening hours to prevent them from any public access.

Bottles and rubbish will not be emptied between 11pm and 7am.

• Details of the nearest public car park will be on display at the venue.

• Notices will be placed around the premises advising customers not to park in residents' or local businesses' driveways and not to block any access route or public highway.

• We have already begun introducing ourselves to local residents – either in person or by dropping a leaflet round to all residents and businesses in the local vicinity. The leaflet explains how residents can get in contact if they have any problems or questions.

• We have also invited all residents to coffee mornings to discuss any potential problems they have with the event – again this has been advertised by a mail drop to all local residencies and businesses.

• There are voluntary positions available in the creation of the performance and the actual performance itself across a wide range of specialisms including; set construction, set decoration, performing, prop sourcing, stage management, and front of house and we will actively try and encourage local residents to participate in and be a part of making this significant cultural event.

• YMBBT is renowned for the positive impact it has on local communities as our past track-record of events at the LEB Building in Bethnal Green (2010), the old Sorting Office on New Oxford Street, Holborn (2011-12), and Empire House, Newham (2012) have proven.

• Steve Murray – Director of Art and Events for Tower Hamlets is a great supporter of the show after YMBBT's run at the LEB Building in 2010, and commented, 'The project involved a large internal build for a promenade theatre piece. We experienced no problems whatsoever and if anything the building was returned to us in better condition than before their occupation.'

They provided good security for the building and we had no complaints from neighbours or local businesses with regard to noise or disturbance.

• YMBBT were also offered an extended tendency in the Sorting Office venue in Holborn in 2011/2012 by the venue owners due to the positive impact the show had on the local area and local community.

• YMBBT will do everything they can to continue this positive impact on the local area and community in bringing this significant contribution to the cultural heart of the capital.

The YMBBT team contains many staff who have worked on and for licensed premises and who are very aware of the need to maintain standards, comply with license conditions and promote the four licensing objectives. For our past 10 years of staging YMBBT we have successfully complied with License conditions set by various Local Councils and maintained a good working relationship with each of them.

#### b) The prevention of crime and disorder

YMBBT Ltd aim to enrich communities and areas by providing opportunities for local people to participate in arts and cultural activities. It would obviously be contrary to this aim to allow crime and disorder to occur which is why we as a company will be taking the following steps to ensure the prevention of crime and disorder:

#### Door Supervisors and Security Staff

• Public exits/entrance to the premises from the street will be supervised by SIA registered security guards during premises opening hours.

• The security guards will monitor and restrict access to the premises – only allowing ticket holders, staff, and invited guests to enter.

• The security will be given a guest list indicating who is allowed in and anyone not on the list will not be allowed to enter.

• The security will also be on hand to help deal with troublemakers and aid in escorting them from the premises if any trouble should occur.

The security will also be able to carry out random drug and weapon searches of customers as they enter the premises.
 The security will also monitor and count the number of guests and staff entering the premises to ensure the premises does not become overcrowded.

Logging information in a Crime and Disorder Incident Book

• An incident report book will be kept on site and will be available for staff to record all incidents that happen at the premises and in the immediate vicinity.

Staff Training for Alcohol Establishments

• Staff will be trained on the appropriate aspects of licensing legislation and in particular on underage sales in order to support the responsibilities of the Designated Premises Supervisor.

• Training records will be kept and will be available for inspection at the request of police and council officers.

Drugs

- The premises will have a strict zero tolerance to drugs policy.
- Anyone found taking drugs on the premises will be ejected and the police will be informed.

• The door supervisors/security guards will be able to carry out random drug searches of customers as they enter the premises as well as areas of the premises in order to maintain this 'zero drugs' policy.

• All incidents involving drugs will be recorded in the crime and disorder incident log book.

• Staff will be trained in recognising the signs of drug use and will be encouraged to report all suspected cases to security.

• Signs will be placed around the building notifying people that people found carrying or using drugs will be ejected from the premises and the police will be informed.

**Crime Prevention** 

Lighting

- Permanent lighting will be fitted around the exterior of the premises.
- The lights will be left on inside the premises at night.

Locks

• Mortice locks will be installed on the front to the premises.

• The car park entrance is secured with a high-level electronic roller shutter.

Cameras

• CCTV will be installed covering the entrances and exits from the premises and the alcohol serving area - footage from this will be recorded on a hard drive and will be available to the Police in case of complaint or criminal activity.

Excess stock

• Excess stock will be kept in a locked storage room that will remain locked at all times when not in use.

• This storage room will be away from the public area and customer access.

#### Safes

• All money will be kept in a safe in the private offices away from the licensed area and away from customer access.

• Cash will be deposited into a bank on a daily basis to minimise the amount of cash held on the premises.

• No cash will be left on the premises overnight.

#### Cash registers

- Cash registers will be installed away from customer access.
- On closing, all money will be removed from cash register and the drawer will be left open.

We only have 70 ticket holders coming to the show each night and a limited number of performance nights across the run. The access to the show area is strictly limited to those ticket holders giving us a secure area for a large part of the building. All entrances and exits are monitored by experienced and trained stewards at all public times. Our Front of House staff will monitor those arriving and leaving the venue, alongside the SIA guards. We are working with a security advisor to distinguish areas where SIA staff are essential and will act accordingly.

Please also see details in our event safety plan which accompanies this application for more information.

c) Public safety

The safety of both the public and our own staff is central to all YMBBT Ltd operations. We have a professional Health & Safety Advisor (himself a personal licence holder) appointed for this year's show who will ensure the premises and entertainment are both safe and accessible to the public before opening. HSE advisor Brian Cleary has 30 years experience in the theatrical and events industry and has worked on similar projects in London for Punchdrunk and Generation of Z alongside many years at Edinburgh Fringe. His company also works in Trafalgar Square with a number of clients each year.

Steps to how we will ensure this safety and accessibility include:

#### Fire regulations

• The premises and event will have an emergency event safety plan (ESP) which will be brought into action should the need for evacuation be necessary.

• The premises is equipped with fully serviced fire extinguishers, fire blankets, a recently serviced smoke detection and fire alarm system, and emergency lighting to ensure that the premises is best prepared for an emergency evacuation or situation.

• A comprehensive fire risk assessment will be undertaken by our health & safety advisor before opening to the public to ensure all risks are minimised before ticket holders and guests are allowed into the premises.

• Core staff will be undergo fire marshal training to ensure that they are prepared and equipped with the correct knowledge to act in the safest possible manner in case of an emergency to ensure injuries, fatalities, and damages are kept to the absolute lowest possible level.

• Regular fire drills will be held to ensure that all staff know the correct procedures to follow in case of emergency evacuation and so that any potential problems can be adjusted and fixed in case of a real evacuation.

• The premises will comply with all statutory fire safety controls

• The local fire brigade have been notified of the event and will be asked to come round before the event opens to check and confirm they are happy with it.

#### Disabled facilities

• The premises and bar area are currently, and will remain, wheelchair accessible.

• We will be reinstating the lift which has been out of service for the past year to allow wheelchair users and people with restricted mobility to access all floors.

• The show run will include performance nights that are signed by a British Sign Language 'speaker' to allow those who are hard of hearing or deaf to have full access to the show.

• The show run will also include performances with a touch tour guide where audience members will be led through the show by an official guide, again to allow the blind or partially sighted full access to the show.

• Disabled toilets will be available on the first floor (access via the lift).

• We will seek advice from from Scope on appropriate facilities for those with access requirements.

#### Health & Safety

• We have a professional, qualified Health & Safety Advisor in place who will be ensuring the premises and entertainment are safe for both the public (ticket holders and guests) and staff.

• Risk assessments are to be carried out whenever a potentially dangerous activity is carried out to ensure all potential risks are highlighted and acted upon before the activity is undertaken.

• Training will be provided to core staff in health and safety matters (such as manual handling) to help minimise the risk of injury.

• An accident report book will be kept on site and all major accidents or near misses will be reported to RIDDOR within 3 days of the accident.

#### First Aid Training

• We have six full time staff who are trained and certified to an Emergency First Aid at Work level as of November 2014.

#### Overheating

• Air conditioning will be provided to help control humidity and temperature.

• Where possible, windows will be kept shut to prevent noise from leaking during the regulated entertainment hours.

Some of the scenes within the show may be challenging but none of them will be dangerous to the safety of those experiencing the show. A full risk assessment for the show specific risks will be carried out by our Health & Safety Advisor prior to the event.

Please also see details in our event safety plan which accompanies this application for further information.

#### d) The prevention of public nuisance

The prevention of public nuisance is of up-most importance to YMBBT Ltd. We are a company who pride ourselves on benefiting and enriching communities through providing hundreds of volunteer opportunities for members of the local community to access and work in the arts. We are committed to preventing public nuisance from becoming an issue, to address this, we will be taking the following steps:

#### Noise

• Windows and doors, as much as possible so as to not affect the performance, will be kept close during the regulated entertainment.

• Areas that are part of the live entertainment that are likely to have higher levels of noise will be sound-proofed and insulated to prevent noise leakage.

• Notices will be placed at entrances and exits to ask and remind customers to leave quietly so as not to disturb local residents.

• Speakers will not be placed near walls that may lie adjacent to residential properties.

• Music in the bar area will be kept to a medium to low volume and will not be of an anti-social nature.

#### Rubbish and Litter

• Refuse and glass recycling bins will be kept locked during opening hours to prevent them from any public access.

- Bottles and rubbish will not be emptied between 11pm and 7am.
- Guests will not be allowed to take glass or bottles (or any alcohol) off the premises.
- Litter bins will be provided on the way out from the bar.
- Toilets will be provided specifically for the bar area to try to discourage guests from urinating in the street.

#### Car parking

• Details of the nearest public car park will be on display at the venue.

• Notices will be placed around the premises advising customers not to park in residents' or local businesses' driveways and not to block any access route or public highway.

#### Local Residents

Signs will be put up around the premises requesting that guests keep noise to a minimum and to respect our neighbours.
We have already begun introducing ourselves to local residents – either in person or by dropping a leaflet round to all residents and businesses in the local vicinity.

- The leaflet explains what our intentions are but also how they can get in contact if they have any problems or questions.
- We will actively try and encourage local residents to participate in the cultural event.
- There are voluntary positions available across a huge range of areas including; set construction, set decoration,
- performing, art department, stage management, and front of house.
- YMBBT is renowned for the positive impact it has on local communities as our past track-record of events in Bethnal Green (Tower Hamlets), Holborn (Camden) and Stratford (Newham) have proven.

Because we have such a small audience for each performance night, there will be no issues with queues outside the venue all waiting areas will be inside the venue. As part of our responsibility to our neighbours and the local business and residential communities we will ensure that people leaving the venue do so in a calm and quiet manner. Please also see details in our event safety plan which accompanies this application for further information.

#### e) The protection of children from harm

YMBBT Ltd takes the protection of children very seriously - We have a child protection policy, and a nominated safeguarding officer in place. YMBBT will take the following steps to ensure no harm, or the potential for harm, is allowed to occur:

Age Restrictions

• Children under the age of 16 will not be allowed into the premises unless they are specifically invited to perform or assist in the performance of the play.

• No children under the age of 18 will be allowed into the bar area of the premises unless they are accompanied by a parent or guardian.

• No one under the age of 18 will be served alcohol.

• A notice will be placed around the premises notifying guests the restrictions and conditions of where children are allowed and where they are not.

Proof of age

• Bar staff will be trained in checking guests' ages.

• Part of this training will involved being trained to only accept passports, driving licenses, and Citizencards as valid proofs of age.

• We will operate ID checks on anyone who looks under the age of 25 ("Challenge 25").

• Security will also check for ID on entry to the building.

Refusal book

• A refusal book will be kept on the premises where staff can record details of those who have been refused alcohol

Please also see details in our event safety plan which accompanies this application for further information.

#### Section 19 of 19

#### **PAYMENT DETAILS**

This fee must be paid to the authority. If you complete the application online, you must pay it by debit or credit card.

Premises Licence Fees are determined by the non domestic rateable value of the premises.

To find out a premises non domestic rateable value go to the Valuation Office Agency site at http://www.voa.gov.uk/business\_rates/index.htm

Band A - No RV to £4300	£100.00
Band B - £4301 to £33000	£190.00
Band C - £33001 to £8700	£315.00
Band D - £87001 to £12500	£450.00*

Band E - £125001 and over £635.00\*

\*If the premises rateable value is in Bands D or E and the premises is primarily used for the consumption of alcohol on the premises then you are required to pay a higher fee

Band D - £87001 to £12500 £900.00

Band E - £125001 and over £1,905.00

There is an exemption from the payment of fees in relation to the provision of regulated entertainment at church halls, chapel halls or premises of a similar nature, village halls, parish or community halls, or other premises of a similar nature. The costs associated with these licences will be met by central Government. If, however, the licence also authorises the use of the premises for the supply of alcohol or the provision of late night refreshment, a fee will be required.

Schools and sixth form colleges are exempt from the fees associated with the authorisation of regulated entertainment where the entertainment is provided by and at the school or college and for the purposes of the school or college. If you operate a large event you are subject to ADDITIONAL fees based upon the number in attendance at any one time

Capacity 5000-9999	£1,000.00
Capacity 10000 -14999	£2,000.00
Capacity 15000-19999	£4,000.00
Capacity 20000-29999	£8,000.00
Capacity 30000-39000	£16,000.00
Capacity 40000-49999	£24,000.00
Capacity 50000-59999	£32,000.00
Capacity 60000-69999	£40,000.00
Capacity 70000-79999	£48,000.00
Capacity 80000-89999	£56,000.00
Capacity 90000 and over	£64,000.00

Continued from previous page					
* Fee amount (£)	100.00				
DECLARATION					
* I/we understand 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.					
$\boxtimes$ Ticking this box indicat	tes you have read and understood the above declaration				
This section should be comple behalf of the applicant?"	ted by the applicant, unless you answered "Yes" to the question "Are you an agent acting on				
* Full name	Brian Cleary				
* Capacity	Agent for YMBBT Limited				
* Date	20 / 05 / 2015 dd mm yyyy				
	Add another signatory				
continue with your application	uter by clicking file/save as v.uk/apply-for-a-licence/premises-licence/westminster/apply-1 to upload this file and				
-	N SUMMARY CONVICTION TO A FINE NOT EXCEEDING LEVEL 5 ON THE STANDARD OF THE LICENSING ACT 2003, TO MAKE A FALSE STATEMENT IN OR IN CONNECTION				
OFFICE USE ONLY	OFFICE USE ONLY				
Applicant reference number	2626YMBBT2015				
Fee paid					
Payment provider reference					
ELMS Payment Reference					
Payment status					
Payment authorisation code					
Payment authorisation date					
Date and time submitted					
Approval deadline					
Error message					
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# YOU ME BUM BUM TRAIN 2015 113 to 119 Charing Cross Rd, London WC2H 0EB

# **EVENT SAFETY PLAN**

THIS DRAFT IN SUPPORT OF THE PREMISES APPLICATION



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# **INTRODUCTION**

**YMBBT** is an arts project recognised as a leader in innovative theatre. It engages and inspires nontraditional audiences and builds confidence and skills in a community of volunteers who come together to build and run the show. Each show is based in a previously disused building never before used as an arts space, signifying community regeneration.

Audience members <u>individually</u> experience a series of apparently real situations that allow them to learn about themselves and rediscover their potential. Examples are conducting a full live orchestra, hosting a chat show, serving in a kebab shop, being a crane operator on a building site, pitching to a board room or travelling on a sushi restaurant conveyor belt.

By this means they are able to reflect on their own lives and be inspired to transform them.

In 2010 the show won the Evening Standard Award for Outstanding Newcomer. The last 2012 show in Stratford received wide critical acclaim, including five 5 star reviews from the national press, 23 critics' pick of the week choices and was nominated for an Olivier Award for Outstanding Achievement in an Affiliate Theatre.

The shows generous concept inspires thousands of individuals to volunteer, building owners to donate spaces, and sponsors to donate gifts in kind. With their support You Me Bum Bum Train manages to produce enormously ambitious shows that achieve high critical acclaim, whilst impacting the lives of so many.

#### "I've scaled the planet going to different things and it doesn't get any better or any more original, or any more creative, than You Me Bum Bum Train." - Sir Ian McKellen

#### "Holy hound dog! You Me Bum Train the theatrical experience of my life. Exhilarating, scary, brilliant, breathtaking and SO original." - *Stephen Fry*

You Me Bum Bum Train's reputation attracts global celebrities and key members of the creative community to the area. Previous venues have benefitted from a noticeable increase in bookings such as our 2011 venue the Sorting Office in Holborn, which saw a dramatic increase in location bookings following publicity surrounding the show.

YMBBT provides volunteering opportunities and accredited training programmes in every area of theatre production. Every year we hold back a percentage of our limited tickets for local residents. The show also provides opportunities for partner organisations and the host venue to achieve their CSR objectives.

#### YMBBT Sponsors include:

Royal Opera House / Barbican / Arts Council England / JCB / Hendricks / Tower Hamlets Council / Newham Council / PRG / Tesco / Pret a Manger / The Audience / Absolute Radio / Stella Artois / Circus Space / HSS / Jewson's / APES Ltd. (Playground engineers) / Bird and Bird (Law firm) / Jonathan Ross /Stephen Fry / Elisabeth Murdoch / Ian Wace / Evgeny Lebedev



#### **PRODUCTION SCHEDULE**

Phase	Start Date	End Date
Design and Planning (inc policy development)	05/01/2015	21/06/2015
Access to Foyles (Construction Phase 1)	06/05/2015	
Pre Build (Construction Phase 2)	22/06/2015	12/07/2015
Build (Move to show phase – set dressing)	13/07/2015	16/08/2015
Rehearsal	17/08/2015	30/08/2015
Show Run Part 1	31/08/2015	26/09/2015
Tweak Week 1	27/09/2015	01/10/2015
Show Run Part 2	02/10/2015	30/10/2015
Tweak Week 2	31/10/2015	05/11/2015
Show Run Part 3	06/11/2015	05/12/2015
Get Out (end of show phase)	06/12/2015	22/12/2015
Break (construction phase)	23/12/2015	03/01/2016
Archiving	04/01/2016	31/01/2016

#### SHOW NIGHTS

Our 2015 show will be a 50 night show run. Each night **70 audience members** will attend the performance held between 19.00 and 23.30. There will be 4 show nights a week over the course of a 12.5 week show run (with a possible show run extension).



# **1. LICENSING**

This Event Safety Plan (ESP) is put together in support of the You Me Bum Bum Train 2015 (YMBBT) Premises License application for this event. It also brings together outline risk assessments for activities planned at the event and intends to be the Method Statement for the work activities planned to take place on site.

For the purposes of the license, we see this as a "live" document which will be updated throughout the planning and construction phases, through rehearsals and until the days immediately before the event. We will of course issue updates during this process and will circulate a "final" version prior to the first public performances, however certain items which do not affect the licensing of the event may continue to change during the shows going forwards.

A separate Construction Phase plan is being written to comply with the recently introduced CDM Regulations to cover the changes and preparation work within the building prior to the theatrical shows. Before the preview performances we will document a handing over of the site from this construction phase to the "show" phase during which we will run our work in line with other regulations for safety, not CDM. Following the final shows we will hand back the space as a construction phase for the de-rig and get-out.

#### **Prevention of Crime and Disorder**

We will have a number of trained and experienced front of house staff on duty both at static positions around the venue and patrolling areas such as the "foyer" box office and bar – although their primary purpose should be customer service, they should also be competent to deal with or report any crime and disorder they come across.

Where any Front of House actions could be interpreted as falling under the Security Industry Authority (SIA) we will employ SIA staff to back up our stewards and secure parts of the building that may be out of bounds.

We will formulate a plan for cash management on site to safely and securely handle cash generated on site through the box office and the bar.

Stewards and Security on entrances to the building will be given discretionary rights to refuse access to the venue; any evictions from the venue will be registered and overseen by a Security Supervisor. We will utilise information gained from the recent "Operation Gothic" seminar recently presented by Leicestershire Police at the O2 in London (aimed at reducing organised crime at events) as part of our briefing for security staff alongside Projects Griffin and Argus. We will also work with our security team to ensure their thoughts on security and safety are taken into account.

#### **Public Safety**

As noted in the introduction section to this document, the audience experiences YMBBT on their own, individually, one at a time. There are hundreds of actors and volunteers all ensuring that the audience member is the centre of attention in each "scene" they encounter on their journey through the show.



The layout of the show is across all floors of the building and the audience member moves from room to room and floor to floor. The layout of the show deliberately disorientates the audience member and the challenging nature of some of the scenes means that they can lose track of their position within the building. To mitigate this confusion we have a well drilled stage management team who work in scenes and zones and can step into the scene at any time if the audience member makes the distress signal they are taught on entering the show – arms crossed across the chest. Similarly our staff and crew have entry routes into scenes by which they can, for example in the event of an emergency, enter the scene and lead the audience member to safety. Each scene is strictly timed to ensure movement through the experience – this enables us to track every audience member at all times.

In all backstage and public areas our fire routes and routes to places of safety will be clearly marked and easily followed throughout.

We will have Front of House staff on all access and egress points to assist public into and out of the show. There will be further stewards in the bar area and in the foyer where ticket-holders gather to await their departure into the show.

In case of any accidents or incidents we will have a first aid trained staff on site at all times and a protocol for contacting the emergency services if needed.

#### **Prevention of Public Nuisance**

To reduce the possibility of persons drinking outside the entrance/exits to the site and in the surrounding parkland we have a policy of no off-sales. No alcohol will be allowed outside the event site.

Signage and stewards will encourage persons leaving the venue to do so in a calm and quiet manner so as to avoid disturbing any nearby residents.

We will closely control the logistics of delivery and collection of infrastructure, stands and equipment to reduce the numbers of vehicles in the area and the number of times we need to go in and out of the site. There will be a designated storage area for equipment and a team of crew available to build and distribute equipment as necessary. This will also reduce traffic in the area during the live event.

The entertainment areas are carefully planned as is the number and placement of PA speakers to ensure an even sound across the site without having cross-over between sound sources and without needing a high volume. Our production manager will have access to the volume control of the PA system and will reduce the volume as and when required. They will also arrange for monitoring of sound levels throughout the site and at the boundaries of any designated "noise-sensitive" properties.

#### **Protection of Children from Harm**

This is an over 16 event only; children will not be admitted to the building unless performing. We will use the Challenge 25 system at the bars in case any young persons have bought tickets but appear to be underage.





#### POVA

#### **Protection of Vulnerable Adults**

We are aware of our duty of care regarding the safety of all customers and in particular to ensure, so far as is reasonably practicable the safety and interests of Vulnerable Adults. See policy document in appendix.

For all planning, layouts and procedures for this immersive theatrical show we have used risk assessment to drive us towards safe systems of work and a safe environment for the public. Any salient points from our risk assessment that we believe affects the safety of staff and has not been truly mitigated will be included in our induction and briefing note given to all staff – a note of all inductions will be kept.

In the next section we set out our risk assessments for the work activities involved, some notes regarding public safety, our fire risk assessment and some notes on our methods for risk management.



#### 2. Risk Management / Risk Assessment

There are many factors of risk affecting the safe and smooth running of this event. This section aims to categorise the varying risks, both general and more site specific and explain the control measures and planning that is being put into reducing the risks to the minimum acceptable in each case.

For the first, more general section, we look at risks posed by more general hazards that will affect all areas of the operation. These are not numerically quantified as there are more specific attentions to controlling risks given in the second section.

To assist us in producing these site specific assessments and policies we work with Sygma Safety & Events Ltd – this will be our fourth show working with Brian Cleary of Sygma who has almost 30 years of experience in the theatrical and events industry and has also worked on similar projects in London for Punchdrunk and Generation of Z alongside his many years at Edinburgh Fringe and his company's work in Trafalgar Square with a number of clients each year.

First Section:

- Holding The Event
- Competence
- Control
- Co-operation
- Communication
- Site Induction
- Control and Cooperation at the Event
- Staffing
- Access and Egress
- Ticketing
- Audience Management
- Security (see also Section 10)
- Non-Ticket Holders
- Contractor Access/Behaviour
- Manual Handling
- Working at Height
- Temporary Demountable Structures
- Electrical Safety
- Lighting
- First Aid (see also section 8)
- Special Effects
- Noise / Sound



#### First Section: IDENTIFICATION OF "GENERAL" RISKS

#### Holding The Event

In devising and planning this show the management team have used their knowledge and experience of similar shows to ensure that they comply with legal requirements at all times and that, where possible and applicable, Approved Codes of Practice and Guidance are followed in presenting the event.

Certain legal requirements can be found in: Health & Safety At Work Act 1974 Management of Health & Safety At Work Regs 1999 Regulatory Reform (Fire Safety) Act 2005 RIDDOR 2013 COSHH regs 2002 Lifting Operations and Lifting Equipment Regs 1998 Electricity at Work Regs 1989 BS7909:2011 Temporary Electrical Systems for Entertainment Provision and Use of Work Equipment Regs 1998 Disability Discrimination Act 1995 Working At Height Regs 2005 The Control of Noise at Work Regs 2005 Licensing Act 2003 (and as amended) CDM2015

Other Guidance used:

The Event Safety Guide (www.thepurpleguide.co.uk) The Good Practice Safety Guide (Home Office) HSE Publications: Managing Crowds Safely 1996 Temporary Demountable Structures, Guidance on Procurement, design and use. 2007 Home Office Publications: Dealing with Disaster 1997 ISAN Safety Guidance For Street Arts, Carnivals, Processions and Large Scale Performances HSG65 Successful H&S Management Technical Standards for Places of Entertainment Model National Standard Conditions for Places of Entertainment and Associated Guidance

All staff and contractors employed for this event have been chosen for their Competence in their particular field, especially in events of this size and nature.

Competence is seen as an essential balance of knowledge, experience, practical ability and training in the particular area employed or contracted to cover. This document aims to reinforce the importance of competency to all involved and to remind individual workers and their employers of their duties for their own safety and the safety of others who may be affected by their work, their acts and their omissions.

**YMBBT** will check the credentials of all contractors and have direct contact with them regarding their work for this event as part of their development of a coherent and compliant design and construction plan for the CDM part of the show build.



HSG65 as listed above is useful in setting the scene with regard to responsibilities and systems required in order for there to be effective control of H&S management throughout this project – the same parameters are also reflected in the purple guide.

This document aims to demonstrate, through adaptation of the operational plans provided for each area of safety, the direct relationships between the operational plans, the risk assessments and the control measures used.

This document then can be seen as the method statement for the whole event.

To discharge our responsibilities with regard to contractor control on site we use the 4"C"s as highlighted in HSG65 and noted below. In addition to this we scrutinise all documentation submitted to us by contractors in response to our requests for Site Specific risk assessments, method statements, details of any equipment being supplied, safety information pertinent to their role/services and, where available, names of key staff expected on site.

In addition we look to contractors to provide copies of their insurances (most have combined employers and public) and scrutinise documents to ensure they are valid and in date and relate to the company in front of us.

#### Competence

All those involved with the planning are recognised as competent within their field. Their credentials and experience will be checked and scrutinised as part of the event control measures. All contractors will be competent in their field and will be chosen for their experience of similar events. Contractors will provide Event Management with Risk Assessments and Method Statements as necessary prior to the event.

Contractors are deemed to be competent by demonstrating their knowledge of their particular specialisation; by their experience of similar events; by their practical ability in their particular field; and by their record of relevant training – we will also take up references where required. All contractors' employees will be given, or shall be deemed to have received previously, relevant training to give them the necessary competence to perform the tasks they are being asked to complete. We use dropbox to collate and share contractors' documents internally and ensure all are scrutinised prior to the event.

The YMBBT Management team have several years' experience in large and small scale theatrical events, managing licensed premises, various production teams, and work in the wider industry.

#### Control

The Event Management Team have input to the planning for the event and will use the outcomes of Team meetings and site visits to determine a hierarchy of control and a set of documents relating to the control of the event as a whole.

The control documents and the risk assessments will set out the responsibilities of those involved and will be accepted by all involved. Regular checks of control measures will be carried out by the Production Manager and/or the Site Manager during the build-up, during the event and, where necessary, during the clearance of the site.



#### **Co-operation**

The Organisers will involve Responsible Authorities, other Local Council Departments, Emergency Services and contractors in planning the event. Site meetings will be held and a consensus reached on the various aspects of risk management, access control and emergency procedures and provisions.

Risk Assessments will be produced with the co-operation of all parties. Other agencies will be brought into this cooperative exchange of information as deemed necessary.

#### Communication

Effective communication is seen as the key to controlling the risks and ensuring safe, professional operation of the event.

Communication currently takes four forms:

- 1. Communication between the show management team (and the disseminating of knowledge throughout the safety chain) by way of minutes from meetings, e-mails, telephone conversations, site meetings, plans and other documents regularly reviewed and agreed.
- Communication with the public will mainly be by way of the YMBBT website (www.bumbumtrain.co.uk), leaks through social media, posters and press releases both in print and online.
- 3. Communication during the event between staff, show manager and the production will primarily be by way of UHF or digital two-way radios, but also using wired comms as appropriate.
- 4. Communication with the public at the event will be via the stewards who are in contact with management by radio in each entertainment area as required.

We hope that meetings between the Event Team and responsible authorities will be carried out during the planning stages for the event. As well as engaging individually with the responsible authorities, we are happy to arrange a site visit for responsible authorities during the build and, probably of more use, close to the opening of the show.

During the event, as and when required, on site meetings with the responsible authorities may be held and, as a result of these, dynamic risk assessments carried out so that any issues can be resolved. All responsible authorities and other relevant agencies will be issued with a contact telephone number for the event safety team which will be manned throughout the running period of the show.

#### Site Induction

The Site Manager and/or Production Manager will hold a safety briefing for all staff, volunteers and contractors as they arrive on site. This will be an appropriately detailed look at risk management for the event as well as a final check on schedules and equipment and all contractors and staff will be expected to attend when requested.

The Site Manager and/or the Production Manager or a named deputy will be available throughout the build and operational day to give site safety inductions to any staff or contractors expecting to work on the site.

A log of all safety inductions will be kept.

The Site Manager and/or Production Manager or a named deputy will be on hand at all times to provide assistance and advice and to ensure all control measures noted here are carried out where practicable.



The induction should involve: Welcome Event Overview Who's Who Schedule The Premises Vehicular Access Welfare Accidents/Incidents Personal Behaviour Health & Safety Communication Fire Emergency Actions

(NB: This is not an exhaustive list)

#### Control and Cooperation at the Event

The Show Director will be in overall control of the event at all normal times. (see also section 6 – Major Incident Plan). For the actual event, effectively while the site is open to the public, the Show Director will have minimal competing roles which may detract from his/her ability to address matters of emergency and safety.

To assist the Show Director in prioritising actions and queries, a Stage Management Team will be set up and briefed on site. All scenes will be staffed at all times during the show and will have access to the same radio channels as the event management team, production team and contractors and will have access to mobile telephones and a list of numbers. Stage Management will keep a show report / daily diary to make note of any significant happenings, actions or queries to act as a reminder and a record of actions by the event management team at the event.

#### Staffing

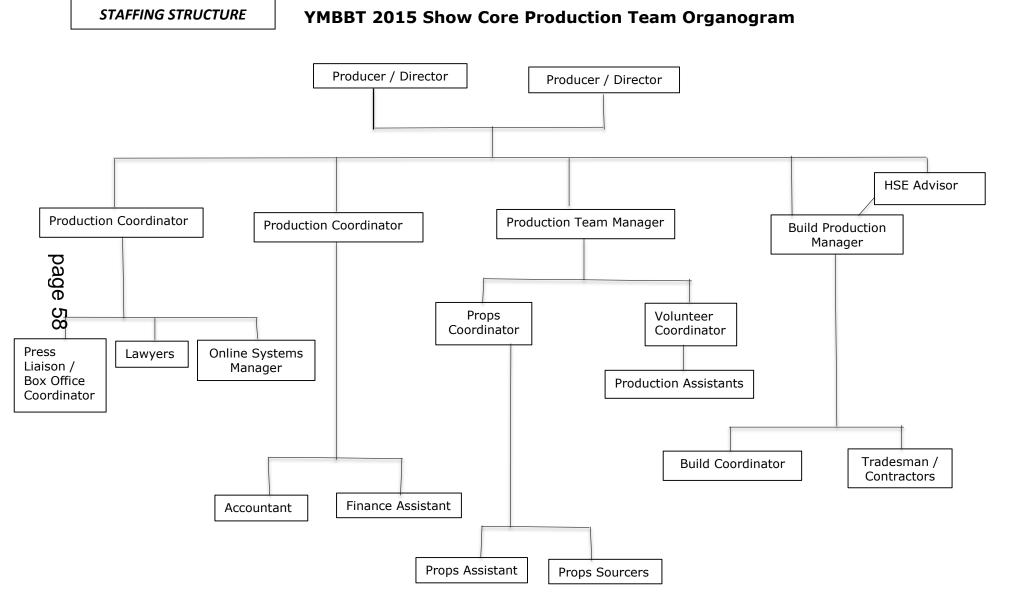
Although the number of public in the show (70 per night 4 nights per week) is relatively low, there will be over 250 staff, artists and volunteers in the spaces around the show at all times. No matter what their background, these staff will all be given direct training in what is expected of them, how to cope with emergencies (Fire, Medical, Assault)

All other staff and contractors on site will be chosen for their professional credentials, competence, experience of similar events and their engagement and understanding of the ethos proposed for our show. Where there are gaps in knowledge (eg Fire marshals) then an appropriate and accredited course will be held for staff

The image on the following page is intended to demonstrate the hierarchy of control for the show. This will be developed as more senior staff and contractors are brought on board. It is intended to explain responsibilities on site for the running of the build and construction; a different hierarchy will be produced closer to the event to deal with incidents and emergencies.

Where possible we have identified the individual who will take on each role.







#### Access and Egress

All access and egress points on site will be managed by our team on show nights from the start of public access to the end of the show and the bar closing. We will restrict public access to the show area and only allow the 70 ticket holders per show night into the scenes.

Access for production vehicles and staff will be closely managed to ensure minimal impact on the local area – see traffic management plan during the build. During show times there will be no staff or public parking at the site unless one of the scenes needs someone to arrive in and stay in a vehicle. Staff and public will be encouraged to arrive on foot, by bicycle or by public transport.

Due to the small number of audience participants for each show there will be no queueing outside the venue; all holding areas will be contained indoors.

Egress in all normal circumstances will be the opposite of access except in an emergency situation.

#### Ticketing

Tickets are available via the YMBBT website (www.bumbumtrain.com) The show is likely to be a sellout well in advance of the show dates and this will help to minimise those coming to site without a ticket.

#### Audience Management

This is an interactive theatrical event which is intended to celebrate life and be a wholly enjoyable experience and our audience management plan will be developed in conjunction with our security advisors and will be commensurate with the level of risk. They will work with us to profile those coming to the event and to put in place suitable and sufficient measures to control access and to control items being brought on to site.

Access around the venue is restricted to the foyer, bar and welfare area unless a ticket holder taking part in the experience. Stewards will be on hand but will remain detached unless they observe activities and behaviour which are not in keeping with the show and its atmosphere. It is highly likely that Security and Stewarding efforts will be concentrated on access and egress areas, as well as ensuring any areas of higher risk (backstage, vulnerable fire exits, rear of bar, etc) are patrolled.

The stewarding and security staff will be our front-line "eyes and ears" and will be in radio contact with the Front of House manager and the Show Director. In the event of an incident that requires the evacuation of a space they will work with colleagues and through these senior staff to calmly and quickly move people away from danger. The site is large and it is unlikely that there will be any incident that would cause a complete emergency evacuation of the whole site; staff will simply agree a safe place for the people from their area and they will be directed and escorted to safety until such a time as they can be allowed to continue enjoying the show. Each of the scenes within the show will also have at least one designated member of staff who will act as a fire marshal in the event of a fire – at the same time as being vigilant throughout to stop the threat of fire, they will utilise the fire extinguishers on site and will be trained in their use.



#### Security (see also Section 9)

As stated above, site security will be appropriate to the level of risk. The main areas of risk are:

- Equipment Security
- Drunkenness and Anti-social behaviour on site
- Customer Service
- Non-ticketed patrons

#### Fire

Fire Risk Assessment can be found at Appendix B. More detail about Fire Safety can be found at page 39 in Section 7.

#### Contractor Access/Behaviour

Contractors will be advised where to off-load (and load) equipment by the Production/Site Manager. As soon as they are empty all vehicles must be removed to park where arranged with the Production/Site Manager.

All contractors will be expected to provide suitable and sufficient PPE as required by their own risk assessments or as advised by the Production/Site Manager. Although standard of dress is not an issue during build-up and get-out, bare chests and offensive logos will not be tolerated. Any requirement for specific dress during the event will be decided by the Production Manager.

Horse-Play and practical jokes are discouraged. This is a time-critical event build and although adequate breaks in the working days should be allowed by contractors, there is little margin for error in build and show timings.

Any contractor or staff member suspected of being under the effects of alcohol or drugs will be asked to leave the site if it is safe for them to do so. Any worker on prescription drugs that may affect their work performance should advise their manager who should in turn advise the Production/Site Manager.

#### Manual Handling

Manual Handling Operations Regs 1992.

All staff and contractors working on this event should be aware of the high risk of accidents in work where manual handling is used. (30% of all reported work accidents are as a result of Manual Handling).

Where possible manual handling should be avoided or reduced as much as possible. The Production/Site Manager will assist as much as possible by ensuring that equipment can be delivered as close as possible to the place where it will ultimately be used. Where possible, large loads will be broken into component parts, mechanical aids will be provided, and equipment should be delivered in boxes and cases that are on wheels.



All staff and contractors should be encouraged to use mechanical aids (sack-barrows/trolleys/etc) when moving equipment around the site. Contractors should produce Risk Assessments where they feel that Manual Handling is unavoidable.

Where manual handling is the only course of action – for example in scene changes, the organisers will ensure there are a sufficient number of staff to move scenery and equipment and will allow ample time and resources for technical rehearsals to facilitate the safest possible methods on site.

Any contractors with manual handling problems should discuss them with the H&S Advisor to the project.

#### Working at Height

All work at height by staff contractors will be kept to a minimum and monitored by the Production/Site Manager.

Where possible, working at height will be avoided, however, where absolutely necessary, ladders will be inspected for safety before use by the Production/Site Manager. Anyone working from a ladder should only do so for as short a period as possible and be aware of the dangers. All ladder work should involve an additional person to foot the ladder and, where practicable, tying-off the head of the ladder.

Moving ladders around the site should be undertaken with great care and be a job for at least 2 persons if the ladder is 10 rungs or more.

Any contractor erecting an access tower should hold a current, valid PASMA certificate or equivalent and be able to produce evidence of competence. The Production Manager is aware of PASMA rules and can assist in checking tower erection if required. The Production Manager or their deputy will be available at all times to assist with advice and solutions.

Contractors with more complex rigging or working at height issues will provide the Production Manager with a separate and specific risk assessment and plan.

Any work at height required of staff and volunteers during the show will be fully risk assessed and planned and, where possible, collective protection in the form of barriers and handrails will be used to prevent falls.

#### Temporary Demountable Structures (TDS)

There are a number of structures within the show in various scenes from simple stage platforms to more complex lifts and even a slide.

We will include full details in later drafts of this document, including risk assessments, and will also be applying to Westminster for Section 30 permissions for these structures as advised.

#### A FULL LIST OF ALL TDS WILL APPEAR HERE IN THE NEXT DRAFT OF THIS DOCUMENT



#### **Electrical Safety**

PAT testing is a recognised method for demonstrating that a company carries out planned preventative maintenance on their equipment. The Production Manager and/or Event H&S Officer will ensure that anyone supplying electrical equipment to the event understands the requirement for PAT test evidence. This will be backed up on site by random checks of electrical equipment. Equipment showing evidence of damage, poor repair or no PAT test will be removed from service.

The Production Team supplying the power distribution scheme will ensure that the site electrics are signed off by a suitably competent person and that a temporary installation certificate is presented to the H&S Advisor to go in the event file to BS7909:2011 standards.

All circuits where members of the public, performers, artists and crew could come into contact with them will be protected by a 30mA, RCD breaker for safety. The engineer designing the system will sign the Temporary Installation Certificate in the appropriate place.

#### Lighting

Site Operation, egress and the de-rig operation can and will take place during the hours of darkness; there may also be people clearing the site in darkness – venue work lighting will be made available as required.

All lighting and lighting structures added for the event should not, in themselves, create additional hazards. Where hazards are perceived, the structures and equipment will be isolated from the public. All lighting circuits in public areas will be protected by RCDs as noted in the electrical safety section.

All internal spaces will have adequate emergency lighting and, where necessary, maintained exit boxes. The means of escape will be obvious in any emergency and our staff will be briefed and drilled to carry out our evacuation procedures.

#### First Aid (see also section 8)

Although there are only a few participants (ticket holders) for each show night, there is some physical activity within the show and so we will ensure that there are always first aid trained staff who, during the show, do not have any conflicting duties. We will post notices in staff areas and inside first aid kits explaining how to contact the emergency services and the information that may be required when making such a call.

The Production Manager and/or Event Safety Officer will keep an accident/near miss log book during build, show and get out and will have access to a First Aid kit (see Accident/Incdent Form at Appendix M). RIDDOR forms will be sent to the relevant Local Authority and HSE if required. Forms will be available on site or online.

#### Special Effects

Smoke and haze are likely in this production – COSHH sheets will be placed in the safety file. Currently there are no pyrotechnic effects or fireworks planned for this event. Should this change we will provide a full risk assessment.



#### Noise / Sound

The event management team are aware that, aside from traffic considerations during the build period, noise escaping from the site may constitute the most obvious form of nuisance from the event.

Our PA system supplier will have the necessary means for checking and recording sound levels across the site. However, the close proximity from scene to scene means that loud noise, sound effects or music do not work for this show as they would be heard in other scenes in the building. We are confident therefore that no sound that could be considered "nuisance" will escape the building.

Control of the sound levels will be available to the Production Manager and/or Show Director at all times. Scene sound systems will be calibrated to adequate levels for performances; noise levels will then be regulated and monitored throughout the event both at the individual scenes and at the site perimeters.

All PA systems will be assembled in accordance to current health and safety at work best practises. Detailed risk assessments on their equipment, installation and strike processes will have been carried out by the event H&S advisors who will also be in direct contact with the stage and noise management teams, including the local authority's Environmental Health officer if deemed necessary.

For all other noise sources on site, the HSE Action levels will be adhered to.

**Welfare:** Toilets will be refurbished and reinstated in the building; they will be serviced at regular intervals throughout the show days. There will be separate toilet facilities "backstage" for cast and crew.

#### **Drinking Water:**

The bar will provide drinking water to anyone who requests it. Staff will have access to potable, wholesome water at all times.



#### Second Section- General Risk Assessment

The second section aims to numerically quantify the risks in particular areas, during particular activities and identify measures to reduce these risks. These Risk Assessments are written in table format and in most cases should illustrate the reduction in risk that we believe is gained by incorporating the control measures into the project as a whole.

The Risk Assessments will continue through the planning and building stages of the event and will be a significant part of daily checks and briefings during the event. Any significant changes to the risks experienced or expected will be noted and included in the post-event draft of this document for any de-brief.

Shown below is the method used for giving numerical quantification to specific risks:

#### **Risk Rating**

For the purposes of this document a risk rating has been used to determine the level of control measure required.

The Risk rating is calculated by taking the Likelihood of a particular hazard occurring and multiplying it by the Severity of the potential outcome of that particular hazard.

X	Likelihood				
Severity	1	2	3	4	5
1	1	2	3	4	5
2	2	4	6	8	10
3	3	6	9	12	15
4	4	8	12	16	20
5	5	10	15	20	25

#### Likelihood Measures

#### Severity Measures

- 1 Unlikely
- 2 Possible
- 3 Likely
- 4 Very likely
- 5 Constant

- 1 Minor injury or damage
- 2 Injury or damage to property
- 3 Injury (under 3 days); serious damage to property
- 4 Serious Injury (over 3 days)
- 5 Death

Risks with a rating of 15 (red) or more are considered to need immediate remedial action or an alternative method of provision in that area.

Risks with a rating of 8 to 12 (yellow) require constant monitoring and review.

Risks with a rating below 8 (green) will be occasionally monitored.

(we are aware of the extended period for RIDDOR reporting, but prefer a 3 day period as a measure of injury severity).



	HAZARD	PEOPLE AT RISK	WHAT MIGHT HAPPEN	RATING		G	CURRENT CONTROLS	FURTHER PRECAUTIONS	NEW RATING	RESPONSIBLE
				L	S	R				
1 page	Putting on an event	All staff, visitors, contractors and public passing by or attending the event	Many risks and problems associated with such an event				Event management control document used as a mission statement by the event management team; All have responsibilities under HASAWA 1974; MHSWA 1999; etc to employees, visitors and others affected by their actions. Use of suitably competent and qualified staff where available. De-briefs during and after the event to ensure rapid solutions to problems.			ALL
<sub>ື</sub> ຄຽ	Hosting an event	All staff, visitors and public passing by	Many risks and problems associated with such an event				The site owner has a duty under HASAWA 1974 and other legislation including Occupiers Liability Act 1957 and 1984 to provide suitable and sufficient information to anyone using their premises and to alert other users to potential dangers.			Soho Estates
3	Unfamiliar Access to site	All staff, visitors and public passing by	There are many dangers within the area that may not be apparent to somebody who has not visited here before	3	5	15	Entrances will be managed by stewards reporting to event control. Stewards duties customer service as well as security	Ensure good info for visitors Ensure good briefings for stewards and secure doors to prevent access to backstage area.	L	YMBBT

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4	Emergency Egress	All staff and visitors	Blocked egress routes around the venue leading to people being trapped or crushed in an emergency	3	5	15	Stewards on hand to ensure egress routes kept as free as possible. Use of PA to help direct people. Stewards briefed and drilled on procedures	Production Manager and should tour venue before and during the show to ensure all routes are clear. Liaise with Stewards. Planned escape routes.	L	YMBBT
5	Poorly maintained Access Routes	All staff and visitors	Slips Trips and Falls due to unsecured equipment and cables	3	4	12	All Cables and set will be securely fixed. Where possible cables will be run away from public areas; where this is not possible appropriate cable management, ramps and matting will be used.	H&S should tour the venue regularly to ensure all cables are well routed and sensitive areas are secure.	L	YMBBT
₀page 66	Electricity	All staff and visitors	Risk of electric shock due to faulty cables or equipment.	3	5	15	All equipment is maintained in a safe state and is subject to a PAT testing regime. All cables will be routed away from public areas as above.	Any equipment brought in by other contractors should be visually checked for safety and for signs of a PAT testing regime.	М	YMBBT
7	Electricity	All staff and visitors	Risk of shock due to faulty supply	3	5	15	Periodic Inspection certificate for the building installation from landlord.	All systems to be signed-off by competent person	М	YMBBT
8	Electricity	All staff and visitors	Risk of shock due to faulty supply	3	5	15	All mains outlets should be protected with a 30mA, RCD trip in public and working areas.	RCD tests should be part of sign off.	L	YMBBT
9	Lighting (lack of)	All staff and visitors	Darkness in the event of an emergency leading to disorientation and	3	4	12	Additional site lighting connecting all areas of site. Emergency lighting installed as part of the build.	Contractor to run site lighting during de-rig.	L	YMBBT

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10	Accidents (First Aid)	All staff and visitors	Any minor incidents that may need to be dealt with on site.	2	4	8	First Aid Provision on site in line with general requirements and commensurate with the level of risk.	Contractors may have their own first aid kits. There will be a system of recording all accidents.	L	YMBBT
11	Waste/Litter	All staff and visitors	Waste and litter collecting as a fire/trip hazard. Attracts vermin.	4	4	16	All staff and contractors to remove their own waste from site or use the bins provided. Cleaning team will be in daily.	Regular emptying of bins to be arranged.	L	YMBBT
<sup>12</sup> page 6	Contractors Traffic	All staff and visitors	Pedestrian and vehicle mix	3	5	15	Production Manager will ensure that all of their contractors know where to park, where to unload and how to get there. All deliveries will be assisted in reversing by a banksman or similar.	Deliveries will be directed to PM to ensure all visiting vehicles receive the same information / briefing. No public parking at site.	М	YMBBT
15	Excess Attendance	All staff and visitors	Too many people in the area leading to crushing or trouble.	2	5	10	Only 70 people for each show. Additional persons will be permitted on site to use the bar facility. Stewards to monitor space available. No more than 750 on site at any one time (inc staff).	Ensure stewards are given thorough briefings.	L	YMBBT
14	Major Incident	All staff and visitors	Panic in the event of a major incident	3	5	15	There will be an agreed evacuation procedure. There should be agreed marshalling points away from the main viewing areas. Stewards should be on hand to give assistance as necessary.	See emergency plan	L	YMBBT

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15	Terrorist Threat	All staff and visitors	Equipment/device or coded /hoax warning	2	5	10	Liaison with Police re level of threat. Training for staff. (See emergency plan)	Checklist to ensure if call is received, relevant info is gathered.	М	YMBBT
16	Inappropriate behaviour	Contractors	Rowdy, lewd, unsafe conduct by contractor or staff	3	4	12	Contractors briefed as to what is expected of them. Contractors chosen for previous performance or references.	Show Director to "patrol" site to ensure safe procedures and systems of work.	L	YMBBT
17	Manual Handling	Staff	Physical injury from poor manual handling techniques	4	4	16	Staff are aware of dangers. Technical rehearsal time will be scheduled. Basic MHO training will be given as necessary.	Experienced and competent contractors and staff	Μ	YMBBT
pæge 68	Work at Heights	Staff	Danger of falling or falling objects	3	5	15	Where possible staff will not work at height for long periods.	Ladders provided will be inspected by the PM or H&S Advisor	М	YMBBT
19	Excessive Hours	All staff and contractors	Overworking staff may lead to accidents through fatigue or may lead to poor decision making	4	5	20	The manager will have a detailed schedule of events. This will include many breaks and times for dinner breaks, etc.	All contractors will be responsible for their own staff.	L	YMBBT
20	Fire or other evacuation	All staff, contractors And public	Panic or lack of movement from public and staff in the event of an emergency	3	5	15	PA available to communicate emergency message. Stewards briefed and experienced in similar events	Hand held megaphones as back-up	Μ	YMBBT

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21	Noise	All staff, contractors and public	Excessive sound levels damaging ears	3	3	9	Sound levels on PA. Level will be low to prevent bleed between scenes.	HSE Action levels will be adhered to.	L	YMBBT
22	Communica- tion breakdown	All staff, contractors and public	Need to relay messages to visitors and staff could be compromised	3	5	15	Radio system available for stage management and actors/crew.	All areas within a short walk and messages can be delivered in person.	L	YMBBT
23	Drunkenness and anti-social behaviour	All staff, contractors and public	There is a possibility of persons drunk or otherwise causing a nuisance, upsetting and frightening others, becoming violent, etc	4	5	20	There is a robust policy with regard to those under the influence of drink or drugs. Security and Stewards will be on site and visible to all. There is an eviction policy if diplomacy fails.	A log will be made where possible of anyone being a problem.	Μ	YMBBT

FIRE RISK ASSESSMENT (SEE ALSO APPENDIX B)

YM						MBBT 2015				
	HAZARD	PEOPLE AT RISK	WHAT MIGHT HAPPEN	R	ATIN	G <sup>fu</sup> lu, b		FURTHER PRECAUTIONS	NEW RATING	RESPONSIBLE
F1	Fire	All staff and visitors	Fire hazard due to faulty equipment or smoking materials	3	5	15	All equipment will be tested. No Smoking in venue. Appropriate signage for any internal areas.	Ensure appropriate fire fighting equipment is available and that Fire Service are aware of the show	L	YMBBT
F2	Fire	All staff and visitors	Risk of fire spreading due to combustible materials	3	5	15	All waste and rubbish will be removed from site before it accumulates.	Ensure suitable rubbish storage or collection of waste during run.	L	YMBBT
F3	Fire	All staff and visitors	Risk of fire in the stage areas	2	5	15	Fire points available – Water / Foam and CO2.	Regular checks by Production Manager	L	ҮМВВТ
F4 page 70	Fire	All staff and visitors	Fire service unable to gain access to the venue in an emergency	4	5	20	All emergency routes will be pre-planned. An agreed RV point will be identified either in advance or by dynamic risk assessment. FOH Manager to meet and greet any crew attending a 999 call	All areas of the venue will be appropriately labelled and all agencies will work from the same map or site plan.	L	YMBBT
F5	Fire	All staff and visitors	Fire hazard through caterers	2	5	10	All caterers to provide risk assessments and certificates for their equipment.	All fire fighting equipment specified or requested to be checked on site.	М	YMBBT CATERERS
F6	Fire	All staff and visitors	Any Fire on site	3	5	15	Staff to be trained in Fire Extinguisher use prior to public admittance Procedure to be documented	All fires, however small, to be reported to local Fire Service as required	L	YMBBT



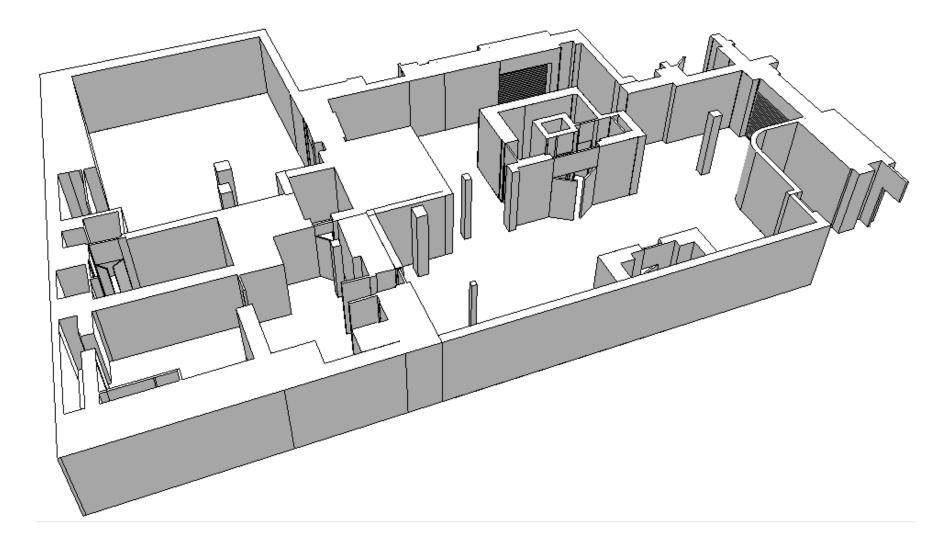
# 3. Venue Plan

The plans on the following pages are 3d line renders of the various floors available to YMBBT within the Foyles Building at 111 Charing Cross Road, London. The show is currently still being devised and these plans will develop and be populated as the scenes are agreed. Future drafts of this document will include plans of each scene and a scene by scene risk assessment to provide control measures for safety of staff and public. Scale plans of each floor are available in a separate document.





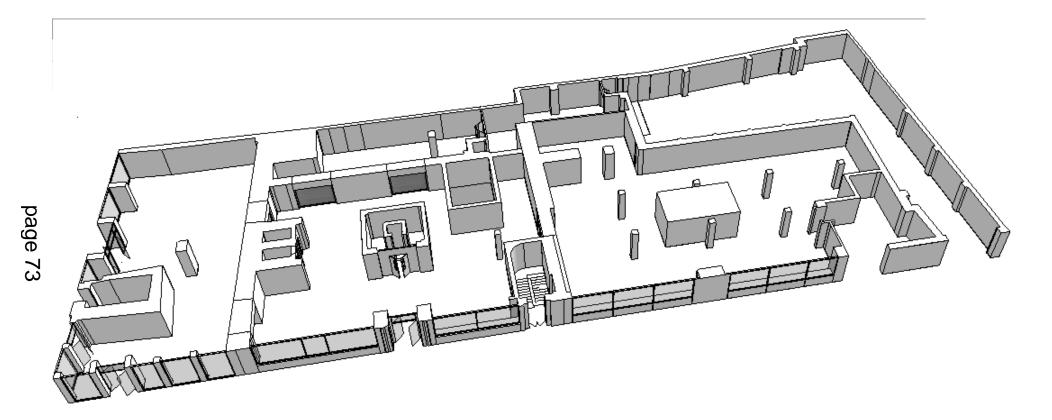
BASEMENT





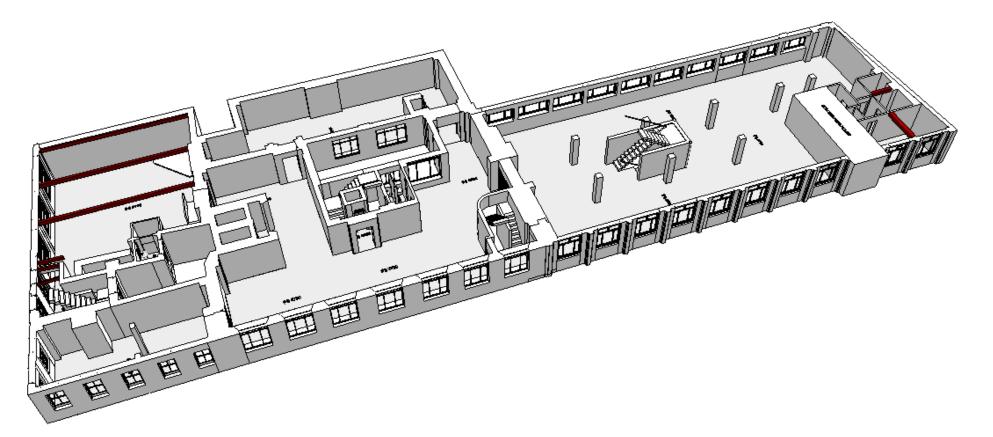
YMBBT 2015

GROUND FLOOR





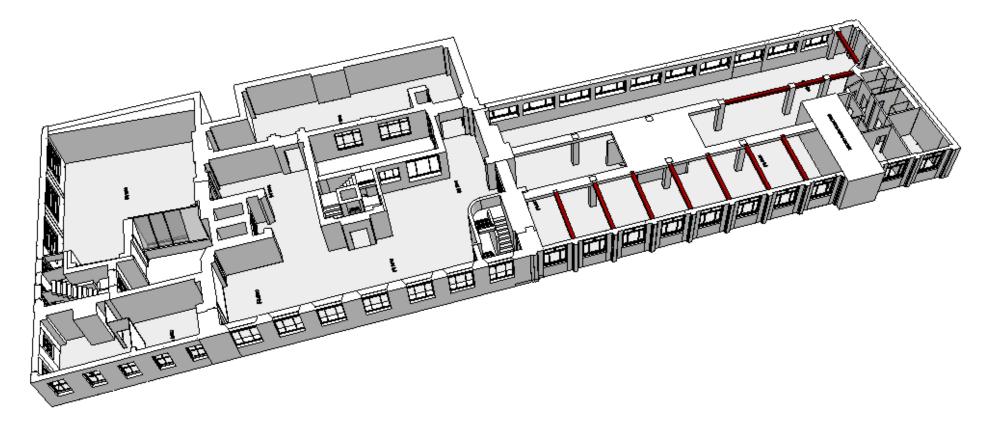
FIRST FLOOR





YMBBT 2015

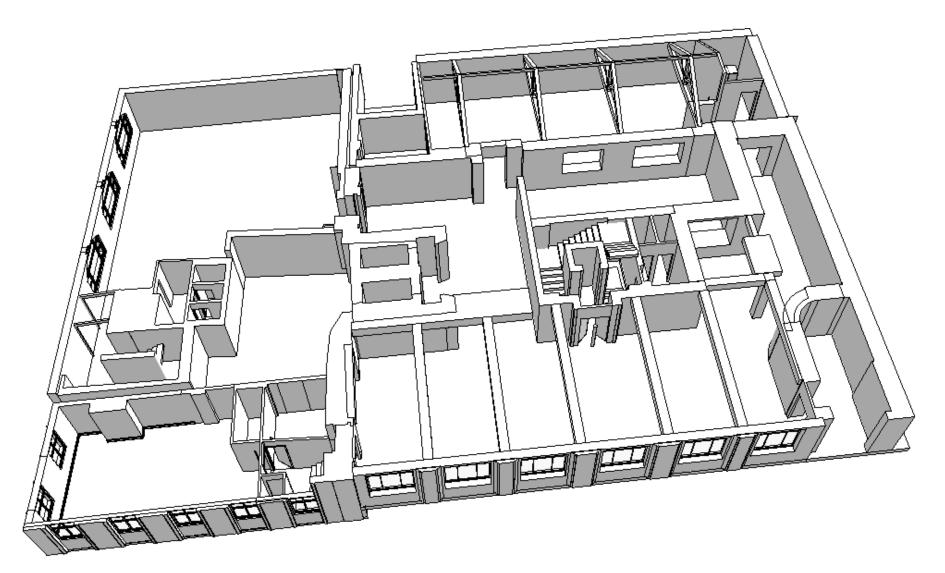
# SECOND FLOOR





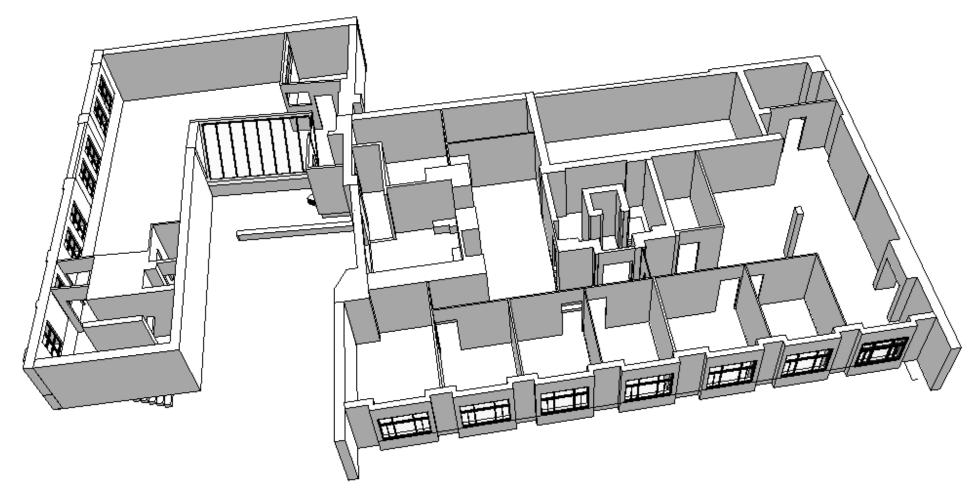
YMBBT 2015

THIRD FLOOR





# FOURTH FLOOR







# 4. Traffic Management

There is limited vehicular access to the Old Foyles building which means that especially during the build, but also during show times for deliveries, we will need a robust traffic management plan. A number of our staff have recently taken part in Traffic Banksman training and are now accredited.

In addition there will be a few operations that need the use of a cranes from the outside of the building to enable us to deliver some of the structures straight into the building.

For any operations that require parking on the street for any length of time we will liaise with Westminster Council to put in place permissions, licenses and dispensations that enable us to carry out our work safely, effectively and efficiently whilst minimising any disruption or delay in this busy thoroughfare.

Taking advice from Westminster and possibly the Police we may carry out some of these operations outside of peak traffic hours – this will depend on the noise levels involved and the likelihood of us disturbing any local residents.

There will be no public parking allocated for this show and, like many other West End venues, we will advertise cycling, pedestrian, bus and tube routes to the site as well as the nearest main-line train stations and routes to the venue from these. Details of public transport available will be placed on the event website.

# 5. Important Contact Names and Numbers

Kate Bond info@bumbumtrain.co.uk	Show Director	07842 889777
Morgan Lloyd doabackflip@yahoo.com	Show Director and DPS	07712 043195
Polly Wilson polly@bumbumtrain.com	Production Coordinator	07565 636703
Rachel Butcher racheljanebutcher@gmail.	Production Coordinator com	07815 519917
		07000 047545

Brian Cleary H&S Advisor and License Agent 07966 317545 Brian.cleary@sygmasafety.co.uk



# 6. Emergency and Incident Plan

These plans outline the procedures to be adopted in the event of any emergency or major incident upon the site for YMBBT, 111 Charing Cross Road, London between May 2015 and January 2016.

These procedures distinguish between -

Emergencies – any incident requiring prompt action by the Event Organiser and/or emergency services.

Major incidents – this is any emergency which involves a large number of people and which requires the implementation of special arrangements by one or more of the emergency services, the NHS or the local authority or other agencies for –

- The initial treatment, rescue and transport of a large number of casualties
- The involvement either directly or indirectly of large numbers of people
- The handling of a large number of enquiries likely to be generated both from the public and the news media, usually to the Police
- The need for a large scale combined resources of two or more of the emergency services
- The mobilisation and organisation of the emergency services and supporting organisations, e.g. Local Authority, to cater for the threat of death, serious injury or homelessness to a large number of people.

It should be noted that a major incident for one of the emergency services would not necessarily be a major incident for the others. A health major incident may therefore involve the Ambulance Service, the NHS but not the Police or the fire service. The Organiser will therefore take advice from those attending any incident and any one or a combination of the triumvirate of emergency services may instigate a major incident.

The Organisers will circulate the major incident plan to the key decision making personnel in the event team responsible for putting appropriate staff at the disposal of the emergency services, should they be required, in the event of a major incident and will keep a log of who has received the plan.

Despite all the above, this is a low-risk event; there are minimal risks on site that could lead to a major incident and it is most likely that, were a major incident to occur, it would be due to external influences – for example building fire nearby, air crash, major chemical spill, etc.



<u>GENERAL PROCEDURES</u> (NB this is a small event and the use of Gold/Silver/Bronze ideals here is indicative of a desire to work with emergency services and provide a robust system for dealing with incidents and may not exactly reflect the hierarchy of control on site with limited personnel and staff)

In an emergency the nominated SILVER staff at the event control centre will take tactical charge of the incident under the command of the Gold Personnel.

On receiving an emergency radio alert, the ECT (Emergency Control Team) shall immediately proceed to the EVENT CONTROL and convene to await an update on the situation and agree on the actions to be adopted.

Following consultation, the SILVER staff will make a decision as to what action is to be taken and have this ratified by GOLD personnel.

In the event of non-availability or incapacity of the Gold Personnel, then the Silver Staff will assume responsibility.

### Status of Event

In the event of an incident the security coordinator in liaison with the Event Director will allocate one of the following codes as required.

### • Condition Green

No major problem, but staff should remain alert and vigilant at all times to any potential problems.

### • Condition Amber

All staff to be aware that there is a potential major problem which may require emergency action – thus – stand by with radio silence for further information and possible raising of the alert status to condition red.

• Condition Red

All staff to implement the emergency plan and to carry out all instructions issued to them by the ECT via radio control.

### • Operation Action - Condition Amber

The following radio announcement shall be broadcast on all channels. **"ALL STAFF PLEASE NOTE - CONDITION AMBER NOW EXISTS" (repeat)** The following procedures are to be considered: -

- 1) Moving to channel 15 (Emergency Channel)
- 2) ECT to assemble at EVENT CONTROL CENTRE



- 3) If appropriate, designated members whethe ECT to go to the indicated problem area, further assess the situation and secure the area immediately surrounding the incident. This action may be reserved for deputy staff at all levels.
- 4) Stage and venue managers to stand by to make any emergency PA announcements required.
- 5) Security personnel to stand by to remove any barriers and other obstacles for emergency vehicles entering the site.

## Operation Action - Condition Red

The following radio announcement shall be broadcast on all channels. "ALL STAFF PLEASE NOTE - CONDITION RED NOW EXISTS" (repeat)

The following procedures to be considered: -

- 1) Moving to channel 8 (Emergency Channel).
- The area immediately surrounding the incident to be secured by stewards and guests to be directed away from the site of the problem.
- 3) Stopping all entertainment
- 4) No vehicle movements to take place on the site other than emergency vehicles or authorised Event Management, Site Services and Security vehicles.
- 5) Stewards will clear all exit and entry gates of obstructions, queues of guests, etc.
- 6) All stewards and ECT to stand by for decision and instructions regarding 'Temporary' or 'Full' staged evacuation.

### **EVACUATION**

### Area

Charing Cross Road is a busy thoroughfare; in the event of an emergency evacuation, the muster point would most likely be at the corner of Charing Cross Road and Manette Street. If it was felt that evacuees were still in danger, staff would stop traffic and cross everyone to the opposite side of the road.

Security and steward co-ordinators will be briefed on the evacuation procedure.

### **Temporary evacuation**

The following announcement shall be broadcast on any PA systems, Public Address speakers or loud hailers specific to the area to be evacuated.

### "LADIES AND GENTLEMEN WE ARE NO LONGER ABLE TO CONTINUE WITH ACTIVITIES IN THIS AREA. PLEASE LEAVE BY THE NEAREST EXIT. THE STEWARDS WILL ASSIST YOU"



The following procedures to be implemented: -

- 1) All stewards to take every possible step to prevent vehicle movement on the site other than the authorised and emergency vehicles.
- 2) All stewards to assist in directing guests to a safe area away from the incident as appropriate and as instructed from the management via Comms.
- 3) Once the temporary evacuation has been completed, the area evacuated is to be staffed and secured by stewards to prevent re-entry into that area.

The show director in consultation with the senior police and/or fire officer will make the decision to permit readmission to the incident area and the restarting of the event on site.

### Full Evacuation

The following announcement shall be broadcast on all PA systems, Public Address speakers and loud hailers.

## "LADIES AND GENTLEMEN WE HAVE A DEVELOPING INCIDENT THAT MEANS WE NEED TO EVACUATE THE VENUE. PLEASE LEAVE THE AREA BY THE NEAREST EXIT AND GO TO THE NEAREST EVACUATION AREA AS INDICATED BY THE STEWARDS WHO ARE HERE TO HELP YOU."

The following procedures to be implemented: -

- 1) All stewards to assist in directing guests as above.
- 2) All stewards to take every possible step to prevent vehicle movement on the site other than the authorised and emergency vehicles.
- 3) Once the evacuation has been completed the doors to be staffed and secured by stewards (if safe) to prevent re-entry.



# 7. Fire Safety

All contractors will provide fire-fighting equipment (extinguishers) as appropriate to the level of risk their equipment may create on site. All contractors will be requested to produce current fire safety certification and risk assessments for their equipment. Caterers and other traders will be given a minimum expected provision as part of their contract. This will be checked on site by the Site Manager.

The local Fire Service will be involved as early as possible in the planning of this show and invited to inspect the venue if appropriate.

# The highest level of fire risk for this event will be:

Electrical fires (all equipment on site will be visually inspected and be part of an ongoing maintenance and inspection regime).

COSHH materials (minimal ignition sources; COSHH cabinet; minimal storage of flammable substances on site).

Discarded smoking materials (strict no smoking on site – dressing rooms regularly checked to ensure people aren't "smoking out of the window)

Arson (security and stewarding presence at all times).

Gas (all caterers will be carefully checked and electric cookers preferred)

We will order a suitable number of fire extinguishers from our supplier and will ensure they are serviced as and when required. A plan showing the position and type of all extinguishers will appear here in future drafts.

These will be deployed around the site for use by trained staff – only the trained staff will be expected to use the fire extinguishers in the event of a small fire. Any fire over the size of a dustbin will prompt a call to the emergency services and a temporary evacuation of the immediate area.



## 8. Medical and First Aid Services

We will ensure that, at all times the site and venue is open, that we will have a number of First Aid at Work qualified staff.

Many of the SIA security staff will have emergency first aid as part of their training.

The Production Manager and/or Event Control will keep an accident/near miss log book during build, show and get out and will have access to a First Aid kit (see Accident/Incdent Form at Appendix M). RIDDOR forms will be sent to the relevant Local Authority and HSE for this licensed show. Forms will be available on site and online.

An access route will be in place around the entire site making sure emergency services can access any location required quickly.

## 9. Bomb Hoax / Terrorist Threat

The Police will be asked to provide their most up to date intelligence reports in the lead up to the event.

Staff should be briefed to be vigilant and to report any suspicious packages to event management. It is unlikely that the event will receive a bomb threat on site. However, staff will be briefed to pay attention to the items below in the event that they do receive a call :

- a) Timed to go off at ...
- b) Location of bomb ...
- c) Identity or code word or caller ...
- d) Text of message ...

Please attempt to look for the following via the caller:

Callers details	<u>Speed</u>	<b>Background Noise</b>
Male	Nervous	Music/TV
Female	Slurred	Laugher/Bar
Child	Stammer	Talking
Adult	Accent	Traffic
Elderly	Other	Announcements
		Station/Coach
		Other
Female Child Adult	Slurred Stammer Accent	Laugher/Bar Talking Traffic Announcements Station/Coach

If a bomb threat is received staff should contact the Show Director immediately.

The Show Director will liaise immediately with the Police and be prepared to invoke the event emergency plans.

The Event Manager and stewards will then evacuate the area using the most appropriate procedures and then carry out a search of the area if appropriate.



# 10. Security, Stewarding & Audience Management

This is a low risk event, however the presence of a bar and the potential for alcohol to be brought to site by the public (even though not allowed) and the fact that we may wish to deter or eject persons from site mean that some staff will need to be experienced SIA staff.

We will develop our audience management plan in the coming weeks once the layout of the show is more defined.

### Records

A register of the security and stewards employed on the site shall be kept. Details recorded in the register shall include: the full name of each individual employed, their date of birth, home address, employer, ID number and their signature.

The register shall also contain records of the date, times and location during which the individuals commenced and finished duty.

The register shall be retained on the site during the event and shall be available for inspection in the control area and shall also be available after the event for a period of 12 months from the organiser or the security contractor.

Records shall be kept of each shift placement throughout the event so that should the need to find out any information from a particular location occur post event individuals can then be contacted.

### Incident log

All incidents shall be recorded in an approved incident log. The incident log shall be open to inspection by agencies at all times in the control area.

### Identification.

All security and stewarding personnel shall be readily identifiable to others by displaying their SIA badge/license either on a lanyard or on an armband.

### **SECURITY TRAINING**

The company profile and the training documentation shall be available on request to the Licensing Authority. Security staff shall be briefed on the policies concerning the admission, exclusion and safeguarding of members of the public whilst in the premises.

### NEXT PAGE WILL CONTAIN OUR PROPOSAL FOR STAFF DEPLOYMENT IN THE NEXT DRAFT



# 11. Use of Radios / Communication

Radios will be multi-channel UHF or Digital two way units which will be in place for site management. Security will provide their own radio system using a different frequency, but are also contactable via the main system. Chargers will be available at the Front of House and Production Office. Mobile phones, using sim cards on a network which is known to have consistent reception in the area will be used as back up. There will be a mobile telephone located with the Event Control personnel. All responsible authorities and other relevant agencies will be provided with these numbers prior to the event.

# YMBBT 2-WAY RADIO ETIQUETTE

When using a radio you must adhere to the YMBBT 2-way radio etiquette. The 2-way radios are high value items and must be signed out before use and signed in after use. They must be handled with care at all times, especially when moving about the building. During this time they become your responsibility.

- 1. To call someone say; "(your name) to (recipients name)"
- 2. This alerts the person that they are being called.
- 3. To answer the call say; "Go for (your name)"
- 4. Do not continue with your message until they confirm they are listening
- 5. When you have understood the message say; "Copy that"
- 6. If you do not understand the message, re-contact and say; "Say again"
- 7. If you cannot copy or respond to the call immediately say; "Stand by"
- 8. To cancel a transmission say; "Cancel that"
- 9. To complete your instruction and to make the recipient aware that you are listening for a response say; **"Over"**
- 10. To finalise a transmission say; "Over and out"

### Radio Usage Tips

- Avoid clipping: Don't speak immediately as you press the PTT (Push to Talk) button, wait 1 second. This ensures that the first part of your message is not cut off.
- **Keep messages brief:** Know what you are going to say before you press the PTT button. Conversations are distracting to the rest of the work force. If you need to have a lengthier conversation with someone, suggest to them switching to another channel. Always remind the person to switch back to the previous channel once the conversation has ended.
- **Be aware of your fingers:** Always release the PTT button once you have finished relaying your message and never push the PTT number while someone else is speaking.
- **Busy times:** Keep channels clear, unless what you're saying is important.
- **Clear communication:** Speak directly into the microphone when transmitting, do not hold it too close, or too near, to your mouth.
- Speak slowly, distinctly, clearly and do not let your voice trail off at the end of words or sentences.
- In an emergency: Remember; accuracy first, speed second. You must give the name of the person you are calling



- **Radio bleeps:** If a battery is dying, the radio will bleep, in which case, change the battery immediately.
- Never shout: Always use plain English.
- **Radio checks:** Avoid saying "Radio check", it is better to contact someone you know is on radio at the time, to test if your radio is working.



# **12. Information for Disabled Patrons**

YMBBT will take all practicable steps to ensure that all members of the public are adequately catered for allowing for their different needs.

Performances take place in many small scenes, most of which will be wheelchair friendly.

An adequate number of accessible toilets will be in place.

The venue benefits from a lift system to all floors that will be utilised during shows to move from scene to scene. Lifts will not be used in the event of an emergency; we are currently devising a way to effect evacuation of wheelchair users; for example procuring of and training with Evac-Chair type equipment.

We will seek advice from Scope London to ensure that our disabled facilities are appropriate.



# **13. Welfare Information**

# Welfare

In the event of a member of public or staff requiring respite, a welfare / Back-Of-House are will be available for rest & water. Drinking water is freely available on site at the bar.

There will be tea/coffee/cold drink stations for staff and a welfare team dedicated to supporting staff and volunteers.

## Sanitation

We will re-commission toilets for YMBBT within the venue and ensure they are adequate for our audience and are cleaned regularly.

# Food & Beverages

твс

## Alcohol

The site will be licensed to sell alcohol and there will be at least one Designated Premises Supervisor on site at all times. The YMBBT team contains many staff who have worked on and for licensed premises and who are very aware of the need to maintain standards, comply with license conditions and promote the four licensing objectives. For our past 5 years of staging YMBBT we have successfully complied with License conditions set by various Local Councils and maintained a good working relationship with each of them.

The Bar will adopt a 'Challenge 25' policy, and will be aware of the information available from resources such as drinkaware.co.uk. All bar staff are trained to ID & refuse to serve anyone they believe to be under the legal drinking age. Excessive consumption & inappropriate behaviour will not be tolerated.

SIA registered security will be present in areas that alcohol is being served, either sales or samples. Please see Appendix for our Alcohol Policy.



# **14. CONTRACTORS DETAILS**

All contractors must demonstrate their competence as part of the selection process and present relevant RAMS, certificates, licenses, insurance, environmental policies and where appropriate installation designs / calculations relating to the work they are contracted to carry before being allowed to commence work.

Contractors must report to YMBBT for a simple site briefing before commencing work. Contractors will be required to provide & use necessary PPE. The contractors' details will be kept on file and available for viewing on the event days.

LIST OF CONTRACTORS WILL APPEAR HERE IN NEXT DRAFT.



#### 15. ENTERTAINMENT SCHEDULE Show Dates

Show Dates				
Wednesday	02-Sep-2015			
Saturday	05-Sep-2015			
Tuesday	08-Sep-2015			
Wednesday	09-Sep-2015			
Thursday	10-Sep-2015			
Saturday	12-Sep-2015			
Tuesday	15-Sep-2015			
Wednesday	16-Sep-2015			
Thursday	17-Sep-2015			
Saturday	19-Sep-2015			
<b>_</b> .				
Tuesday	22-Sep-2015			
Wednesday	23-Sep-2015			
Thursday	24-Sep-2015			
Caturday	26 6 2015			
Saturday Friday	26-Sep-2015			
Friday	02-Oct-2015			
Saturday	03-Oct-2015			
Tuesday	06-Oct-2015			
Wednesday	07-Oct-2015			
Thursday	08-Oct-2015			
Saturday	10-Oct-2015			
,				
Tuesday	13-Oct-2015			
Wednesday	14-Oct-2015			
Thursday	15-Oct-2015			
Saturday	17-Oct-2015			
Tuesday	20-Oct-2015			
Wednesday	21-Oct-2015			
Thursday	22-Oct-2015			
Saturday	24-Oct-2015			
Tuesday	27-Oct-2015			
Wednesday	28-Oct-2015			
Thursday	29-Oct-2015			
Friday	30-Oct-2015			

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Friday	06-Nov-2015
Tuesday	10-Nov-2015
Wednesday	11-Nov-2015
Thursday	12-Nov-2015
Friday	13-Nov-2015
Tuesday	17-Nov-2015
Wednesday	18-Nov-2015
Thursday	19-Nov-2015
Saturday	21-Nov-2015
Tuesday	24-Nov-2015
Wednesday	25-Nov-2015
Thursday	26-Nov-2015
Saturday	28-Nov-2015
Monday	30-Nov-2015
Tuesday	01-Dec-2015
Wednesday	02-Dec-2015
Thursday	03-Dec-2015
Saturday	05-Dec-2015

# 16. Waste Management

Sanitary cleaning will be provided by a professional cleaning service (TBD). Cleaning of the remaining floors and surfaces will be provided in house. General Waste Ltd (TBD) will be contracted to collect waste and recycling bins on a regular cycle with multiple lifts per week and more added if required. All waste materials will be disposed of carefully and in such a way that they do not constitute a hazard to other workers. Clearance and disposal of waste will be undertaken as soon as reasonably practicable. Waste storage close to units will be provided in metal skips in secure locations away from main guests areas.

# 17. Lost Property / Messages

We will operate a cloakroom facility on show nights to minimise the risk of lost property. Audience members will be asked to take a limited amount of personal property and bags / coats will not be permitted when an audience member is within a performance. Sets will be checked each night for lost items and audience members contacted.



# 18. Complaints / Compliments / Comments

All front of house staff and stewards should be capable and willing to take complaints, compliments and comments from members of the public and pass them on to event control.

These messages may assist us in improving the event as we go along or may serve as pointers for any de-brief that takes place.

Front of House will have a method for recording these comments.



# APPENDIX

- <u>A FIRE RISK ASSESSMENT</u>
- <u>B ALCOHOL POLICY</u>
- <u>C DRUGS POLICY</u>
- <u>D EVICTION POLICY</u>
- <u>E HEALTH & SAFETY POLICY</u>
- F VULNERABLE ADULTS PROTECTION POLICY
- <u>G STAFF CODE OF CONDUCT</u>
- <u>H YMBBT PRESS STARS & ACCOLADES</u>
- <u>I ACCIDENT/INCIDENT FORM</u>

# **APPENDIX A – FIRE RISK ASSESSMENT**

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This document cannot be completed until we finalise the design/layout of all the spaces.

# **APPENDIX B - ALCOHOL POLICY**

It is the policy for the venue that guests will be discouraged from bringing their own alcohol; this will be communicated to guests in advance of the event. Anyone bringing alcohol to the venue will have it confiscated.

The bar shall have a manager assigned who is a Personal License Holder on site to cover the serving of alcohol. All staff and managers will, before the start of the event and at any subsequent shift changes, be briefed as to their responsibilities and reminded of their duties with regard to the Law. All bar staff involved in the sale or supply of alcohol shall be instructed in the strengths of drinks and shall be able to give customers advice on this. They shall be instructed to monitor customers for instances of drunkenness and not to serve those who are clearly drunk (*It is an offence for a personal license holder or any person authorised to sell alcohol to knowingly sell alcohol to a person who is drunk, or appears to be drunk*).

Bar staff, SIA licensed security, stewards and any other relevant staff and contractors shall be clearly briefed by the Personal License Holder on these issues.

There are a number of offences relating to the sale, purchase and consumption of alcohol involving anyone under the age of 18 years; however the most important is: *It is an offence to sell alcohol to someone aged under 18 under any circumstances regardless of where the alcohol is sold.* 

If the bar manager perceives that there may be a public order issue with a refusal to serve a particular individual they shall isolate the situation wherever possible and deal with the matter away from the audience to the rear or side of the bar. Stewards and Security shall be employed who shall be based continuously in the bar area. They shall help the bar staff and other event security monitor potential drunkenness.

# Underage drinking – ID

Bar staff will be encouraged to use the Challenge 25 system. Proof of age shall need to be evidenced by a Proof of Age Card, a Citizen Card, a valid UK card or by a full or provisional photo card driving licence issued by the DVLA, or by a passport. Posters will be displayed at the bar.

If there is any doubt as to the age of the customer they shall be refused service. The onus is on the individual to demonstrate unequivocally that they are 18 years old or over and if the individual cannot do so they shall not be served. Challenge 25 posters will be displayed in the bars in a prominent position. The Personal License Holder shall be required to brief bar security staff that they should take reasonable steps to monitor the final destination of the drinks and ensure that over 18s are not purchasing drinks for under 18s.

# Drinks

All alcohol products shall be clearly merchandised as alcoholic products and therefore not easily confused with non-alcoholic products. There shall be a price list displayed at the bar which shall give the 'alcohol by volume' levels of each drink and the measured quantity in which spirits are being sold.

Containers for wine shall include the 125ml measure; beers and ciders will be available in half pint measures; spirits will be available in 25 or 35ml measures.

## Binge drinking

When alcohol is available for sale on site guests are more likely to drink in a relaxed and responsible manner thereby helping with the issue of public order. The staff and the bar concessionaire's experience and training shall enable the audience to be serviced in a quick and efficient manner so that they do not have to queue for long periods of time which shall therefore decrease the likelihood of 'over ordering' in an attempt to avoid having to queue further. There shall not be any irresponsible drinks promotions such as happy hours or two for one offers.

## Alternatives

Soft drinks at the bars and free drinking water shall be available onsite as an alternative to alcohol.

## Drunkenness

All bar staff will be aware of the law regarding the serving of persons who are already intoxicated.

There is the potential for drunk persons to cause a nuisance to other guests, to cause a hazard to all on site through their actions and to be a danger to themselves. The first actions of any stewards coming across an incident will be to contact security control to request assistance from an SIA licensed security person.

Where possible the drunk person should be isolated from other guests to minimise the possibility of others being injured, frightened or offended by their actions.

Where possible it will be the event's policy to take the drunk person to a place of safety (eg, medical area, welfare area); here they will be cautioned as to future behaviour, their details taken (if possible) and allowed to rest.

If their behaviour is such that it is threatening, violent or abusive they may be evicted from site. The Security manager/coordinator will be called upon to carry out a dynamic risk assessment as to the nature of the complaint and may opt to evict them from the site. In certain circumstances the person may be taken to a place of safety to recover and evicted from the site at a later time. Persistent drunkenness will not be tolerated and such persons will be evicted from the site in line with our evictions policy.

Bar opening times will be clearly displayed behind the bar, in addition to the license being displayed, in an attempt to discourage binge drinking.



IF YOU ARE LUCKY ENOUGH TO LOOK UNDER 25 YOU WILL BE ASKED TO PROVE THAT YOU ARE AGED 18 OR OVER WHEN YOU BUY ALCOHOL

IF YOU ARE UNDER 18 You are committing an offence IF you Attempt to Buy Alcohol

WWW.CHALLENGERS.ORS

# **APPENDIX C - DRUGS POLICY (INCLUDING LEGAL HIGHS)**

This policy on drugs shall be ratified in consultation with the local Police and other responsible authorities and is based on three core messages:

- prevention
- drug dealers and users
- welfare and treatment

## PREVENTION

### Information

YMBBT does not condone the use of, or the dealing in, illegal drugs on site and is also against the use of and sale of "Legal Highs". The message, to actively discourage dealers and users, is already published in the following ways:

- Note Included in any programme for the event
- Possibly Signage at entrances

### DRUG DEALERS AND USERS

Security shall take an active role monitoring for drug dealing and shall work in full cooperation with Police if they are on site. Security may conduct targeted searches for drugs and shall record details of ongoing activity with regards to searching and the number of people that are stopped as a result.

Security shall seize any drugs which may be required for evidential purposes, shall provide a suitable receptacle for the safe retention of illegal substances and shall inform the local Police so that appropriate collection/disposal can be arranged. When there is a strong suspicion of drug dealing, security shall inform and assist the local Police in every way possible.

### WELFARE AND TREATMENT

Many of the security personnel and some of the stewards are trained in emergency first aid and are fully informed about the welfare and drugs advisory facilities. They can direct individuals to the following services, all of which work closely to provide a comprehensive and integrated service throughout the event.

There will be first aiders on site. Some stewards and security will be first aiders and shall support the medical provision on site.

This policy should be read alongside our eviction policy (Appendix D)

# **APPENDIX D - EVICTION POLICY**

# Criteria.

Any person who fulfils any of the following criteria shall be liable for eviction from the event site. The decision as to the interpretation of these criteria and eviction shall be at the discretion of the security and stewarding staff under the supervision of the security manager.

Persons shall be liable for eviction under the following circumstances:

- any persons who are found causing any disruptive or antisocial behaviour
- any persons breaching the terms of the premises licence
- contractors, caterers who do not comply with the site regulations imposed on them
- unauthorised sellers

### **Eviction procedure.**

All persons evicted from site shall be processed by the security manager. All persons presented for eviction by security shall be interviewed by the security manager and all reasonable efforts shall be made to ensure that their details are recorded in a database with their full personal details, a photograph (with consent), date and time and the reasons for eviction.

All persons who are to be evicted shall be allowed to make telephone calls in order to contact immediate members of their group and/or family using a free mobile phone service or equivalent via the security staff. Wherever possible, all persons who are to be evicted shall be escorted to collect their belongings before their eviction. If the person to be evicted is vulnerable, especially due to drink or drugs, we may use the welfare area to allow then to recover before eviction from site.

There shall be a female member of staff available who shall process any female evictees. The security manager shall liaise directly with the local Police where appropriate to pass on information regarding evictees. All evictees shall be evicted from site via one of the pedestrian entrances and notices shall be displayed that persons evicted shall not be permitted re-entry to the site and this shall be reiterated in the Eviction Form.

# **APPENDIX E – YMBBT H&S POLICY**

### HEALTH AND SAFETY POLICY STATEMENT

You Me Bum Bum Train (YMBBT) recognises its responsibilities to provide a safe and healthy working environment, and aims to conduct all its activities in such a way as to ensure that the highest reasonably achievable health and safety standards are maintained in respect of all staff, volunteers, contractors, directors, visitors, and any other persons who could be affected by its operations and general environment. YMBBT's specific health and safety policies include:

- To provide and maintain safe and healthy working conditions, equipment and systems of work.
- To hold each director, member of staff, volunteer and contractor responsible for complying with the above policy in all their activities for YMBBT.
- To provide information, instruction, and supervision for all staff and volunteers.
- To provide suitable training for all staff and volunteers to ensure that they are competent to carry out their required duties and responsibilities.
- To ensure safe handling and use of substances.
- To provide satisfactory control of the health and safety risks arising from YMBBT's activities.
- To prevent as far as possible accidents at work or during YMBBT's activities and cases of work-related ill health.
- To consult with staff on matters affecting their health and safety.
- To review and revise this policy as necessary from time to time and at least every year.

### RESPONSIBILITIES

Overall and final responsibility for health and safety lies with YMBBT Directors Morgan Lloyd and Kate Bond, (Health & Safety representatives). This includes responsibility for the implementation of this health and safety policy both in general and on a day-to-day basis, and for ensuring that health and safety standards are maintained and enhanced.

Section 7 of the Health and Safety at Work Act 1974 requires all staff "to take reasonable care for the safety of themselves and others at work and to cooperate with their employees and others in the carrying out of their statutory duties."

In order to meet these requirements all staff, volunteers and trainees must:

- Take reasonable care for their own health and safety at work and that of others who may be affected by their acts or omissions.
- Carry out their work tasks in accordance with their instruction and training, and not alter their area of work without the approval of their manager or the Directors, and not in any way make their area of work unsafe.
- Cooperate with managers and the Directors on health and safety matters.
- Comply with safety rules, guidelines and procedures and not interfere with anything provided to safeguard their health and safety. Further written information on health and safety guidelines regarding specific YMBBT activities will be available upon request from the production office.

• Report as soon as practicable all health and safety concerns to the Directors, and immediately report to their manager or the Directors any injuries at work, near misses or any symptoms of ill-health which they believe may have been caused at work.

### HEALTH AND SAFETY RISKS ARISING FROM YMBBT ACTIVITIES

All work is Risk Assessed and significant findings are recorded and shared with all staff, volunteers, contractors, visitors and participants.

The Project Manager will undertake and report on risk assessments carried out to demonstrate that a proper check was carried out of:

- The potential hazards both those, which are significant and minor, and those, which are obvious and less obvious.
- Those individuals who might be affected both individually and in total.
- The precautions that could, and should be taken and their likely impact in reducing the risk.

The Project Manager will ensure that:

- Staff, volunteers and contractors are involved in the risk assessment process.
- The necessary action to reduce or eliminate the potential risk is implemented
- Records of risk assessments and actions taken are recorded.
- Risk assessments and the action(s) taken are reviewed on an annual basis or when the work activity changes, whichever is the soonest.

### SAFE EQUIPMENT

The Directors will be responsible for ensuring that all equipment meets health and safety standards, and for identifying and implementing any modifications and maintenance required.

Electrical equipment will be inspected by suitably qualified and trained persons where a fault occurs, or where modifications are required to the equipment or where maintenance is carried out.

### SAFE HANDLING AND USE OF SUBSTANCES

YMBBT will assess the risks from all substances hazardous to health under the Control of Substances Hazardous to Health Regulations 2002 (COSHH).

The Directors will be responsible for

- Identifying all substances that need a COSHH assessment.
- Undertaking the assessments.
- Implementing any actions identified in the assessments.
- Checking before purchase that any new substances can be used safely.
- Ensuring that all relevant staff, volunteers and trainees are informed about the COSHH assessments.
- Ensuring that the assessments are reviewed on an annual basis or when the work activity changes, whichever is the soonest.

#### EMERGENCY PROCEDURES AND FIRST AID PROVISION

The Directors will ensure that all staff, volunteers and contractors receive information regarding fire instructions, evacuation procedures for fire or other reasons, and the name and location of first-aider(s) and fire marshals in the premises.

#### ACCIDENTS AND WORK-RELATED ILL HEALTH

All accidents at work and all cases of work-related, or suspected work-related, ill health must be recorded in the Incident Reporting Book that is kept in the YMBBT Production Office. Near misses should be recorded in The Near Misses Reporting Book that is also kept in the YMBBT Production Office.

The Directors are responsible for reporting certain accidents, diseases and dangerous occurrences to the enforcing authority Westminster Council and HSE (as appropriate). We will comply with RIDDOR 2013 reporting criteria.

Incidents should be reported to: Rachel Butcher or one of the Directors (Kate Bond and Morgan Lloyd).

The Directors are responsible for arranging any health surveillance where required, no areas for surveillance have currently been identified.

#### INVESTIGATION OF ACCIDENTS AND CASES OF WORK-RELATED ILL HEALTH

All accidents and cases of work-related, or suspected work-related, ill health will be investigated to ensure that safe working practices are being followed, that working conditions are safe and healthy, and that previously unidentified risks are assessed. The Directors are responsible for undertaking such investigations and for acting upon their findings.

# HEALTH AND SAFETY TRAINING, INSTRUCTION, SUPERVISION AND INFORMATION

All staff and volunteers will be given appropriate health and safety induction training, which will include fire and first-aid instruction, on joining YMBBT.

In addition job-specific health and safety training and instruction will be given to all staff, volunteers and trainees. Health and Safety information will be distributed to all staff working for YMBBT.

The Directors are responsible for ensuring that such training, instruction and information is identified and provided, that all trainees are supervised, and that YMBBT staff working at locations under the control of other employers are provided with relevant health and safety information and instruction.

#### **IMPORTANT CONTACT DETAILS**

YMBBT's nominated Health and Safety Officer – Health and Safety Officer: 07815 519917 YMBBT's Health and Safety Advisor – Brian Cleary: 07966 317545

#### F. Vulnerable Adults Protection Policy

#### INTRODUCTION

- All adults have the right to live free from abuse and degrading treatment, but some people have that right compromised.
- All staff and volunteers have a responsibility to act promptly when abuse is suspected.
- Staff and volunteers will record inappropriate behaviour and report all behaviour, allegations and/or suspicions of abuse to the nominated safeguarding adviser.
- This policy sets out You Me Bum Bum Train (YMBBT)'s commitment to safeguarding and shows what it will do to keep people safe and to promote their welfare.
- This policy provides clear procedures to enable staff, and volunteers to share in confidence any concerns they may have, and to take appropriate action.
- Procedures will pay particular attention to identifying any persons applying for paid or unpaid work in order to gain access to vulnerable people for the purpose of abuse.

#### ADULTS IN NEED OF SAFEGUARDING

- The priority action for staff and volunteers remains the need to identify suspicions of abuse and to take prompt action to deal with it.
- Processes and procedures will be put in place to minimise the likelihood and opportunity for abuse.
- YMBBT will cooperate fully with investigations undertaken by partner agencies.

#### POLICY COMMITMENTS

To ensure that YMBBT can work effectively to safeguard adults, the following measures have been put in place:

- A clear recruitment procedure and checking system for staff or volunteers working directly with vulnerable adults.
- Procedures for dealing with allegations of abuse against members of staff.
- Access to training for staff and volunteers working directly with vulnerable adults.
- Procedures for identifying and responding to suspicions, disclosures or allegations of abuse, which include inter-agency working.
- Clear roles and responsibilities for staff and volunteers so that they know what to do to keep people safe.

YMBBT has a Nominated Safeguarding Adviser who is responsible for safeguarding issues relating to children and adults in need of safeguarding. This role is taken by Polly Wilson .

#### ADULTS IN NEED OF SAFEGUARDING DEFINITIONS

- An adult in need of safeguarding is a person aged 18 years or over who may be unable to take care of themselves, or protect themselves from harm or from being exploited. This may be because they have a mental health problem, a disability, a sensory impairment, are old and frail, or have some form of illness.
- Mental Capacity refers to the ability to make decisions for yourself about your own life. Some people have difficulties in making such decisions. This is called 'lacking capacity'.
- Under the Mental Capacity Act (MCA) there are now laws governing who can make

decisions on someone else's behalf, which help to safeguard people.

• Abuse is a violation of a person's human rights or dignity by someone else. Abuse may consist of a single act or repeated acts. There are many kinds of abuse; some are listed below:

#### Physical

Including hitting, slapping, pushing, kicking, restraint or inappropriate sanctions.

#### Sexual

Including rape and sexual assault or sexual acts to which the vulnerable adult has not consented, could not consent or was pressured into consenting.

#### Verbal and psychological

Including emotional abuse, threats of harm or abandonment, deprivation of contact, humiliation, blaming, controlling, intimidation, coercion, harassment, verbal abuse, isolation or withdrawal from services or supportive networks.

#### **Financial or material**

Including theft, fraud, exploitation, pressure in connection with wills, property or inheritance or financial transactions, the misuse or misappropriation of property, possessions or benefits.

#### Neglect or acts of omission

Including ignoring medical or physical care needs, failure to provide access to appropriate health care, social care, education services or misuse of medication, adequate nutrition or heating.

#### Discriminatory

Including racist, sexist behaviour and harassment based on a person's ethnicity, race, culture, sexual orientation, age or disability, and other forms of harassment, slurs or similar treatment.

#### Institutional abuse

This can sometimes happen in residential homes, nursing homes or hospitals when people are mistreated because of poor or inadequate care, neglect and poor practice that affects the whole of that service.

Any of these forms of abuse can be either deliberate or be the result of ignorance, or lack of training, knowledge or understanding. Often if a person is being abused in one way they are also being abused in other ways. The person who is responsible for the abuse is often well known to the person abused and could be - relatives and family members; professional staff; paid care workers; volunteers; other service users; neighbours: friends and associates, and strangers.

#### NOMINATED SAFEGUARDING ADVISOR

- The Nominated Safeguarding Adviser is knowledgeable about safeguarding, will undertake training as required and keep up to date with new developments. They will ensure the Safeguarding Vulnerable Adults procedures are kept up to date, are reviewed regularly.
- The Nominated Safeguarding Adviser will liaise with Social Services staff regarding any concerns and ensure that correct information is shared with the Social Services Duty Team at the point of referral.
- The Nominated Safeguarding Adviser is currently Polly Wilson. In her absence a

nominated person should be appointed, and all staff and volunteers advised accordingly.

#### PROCEDURES

In the event of any allegation, disclosure or suspicion of abuse, the following procedure will apply:

Any member of staff or volunteer who has concerns due to an allegation or suspicion about a person's safety should inform their manager immediately, who will usually be a YMBBT Senior member of staff. They should not approach the person or the family. If someone discloses they are being abused, staff or volunteers should take the following steps:

- Listen to the person in whichever way they choose to communicate e.g. drawings, behaviour, emotional responses.
- Tell them that you are taking what they are saying or expressing seriously.
- Reassure the person that they are right to talk to someone and that you will need to tell someone who can help. Do not promise them full confidentiality.
- Do not attempt to interview the person, although it may be necessary in some cases to clarify what they are saying.
- Record what is said and done, also record your own responses and tell the person what you will do next.
- The member of staff or volunteer should discuss their concerns as soon as possible with the Safeguarding Advisor. They should make a written note of their concerns and indicate any evidence to support the concern. This note should be signed and dated. It is also important that staff take into account their feelings about the situation, acknowledge and discuss them with the Safeguarding Advisor.
- The Safeguarding Advisor should contact the directors to notify them about the concerns. They should take into account any known risk to the person, and Social Services must be contacted in order to agree a response to the concerns. A written referral will be made to Social Services within 24 hours.
- YMBBT will take part, as appropriate, in any investigation planned through a Social Services convened Strategy Meeting and will co-operate with the police and Social Services in the course of their enquiries. Social Services have a duty to investigate suspected and actual cases of abuse where there is a likelihood of significant harm.
- The interests of the adult in need of safeguarding are paramount. Confidentiality is vital and is a right (Data Protection Act 1984; 1998). Information is shared on a need-to-know basis.
- If an allegation of abuse is made against a member of staff or volunteer within YMBBT the Disciplinary Procedures will be invoked immediately and followed in an appropriate way. This will usually mean that the individual will cease to work on YMBBT activities for a fixed period of time whilst the situation is investigated by an independent person appointed by the directors.
- All staff and volunteers working directly with vulnerable adults will have preemployment references taken up and a DBS check. New DBS Checks will be arranged through YMBBT every 3 years. Existing DBSs that are under 2 years old may be accepted by YMBBT. YMBBT commit to complying with the requirements of the Disclosure and Barring Service.

#### **Code of Conduct**

All staff and volunteers are expected to observe the following Code of Conduct:

- People must be listened to and treated with respect at all times.
- Relevant Risk Assessments should be undertaken according to YMBBT policies.
- Staff must observe Guidelines on confidentiality.
- Staff must share any concerns with their manager at the earliest opportunity.
- Staff must be aware of their role and responsibility under these Guidelines.

#### Important contact details

YMBBT's nominated Safeguarding Adviser –Polly Wilson: 07565636703 Westminster Council's Safeguarding in Employment Manager –Jane Foster: 0207 641 6108

Westminster Council's Adult Services Helpline: 02076412500

#### APPENDIX G – STAFF CODE OF CONDUCT

#### WORKING WITH OTHERS

- Treat other people fairly and equally and not discriminate unlawfully against any person.
- Speak to your YMBBT Manager if you have any issues with the work or behavior of other staff or volunteers.
- Report any kind of violence harassment or bullying, or any other behaviour that concerns you to your manager.

#### EQUALITY AND DIVERSITY

- Understand, respect and work at all times without prejudice to race, age, ethnic origins, disability, gender, physical and mental health, religion, sexuality or cultural background.
- Understand that all forms of discrimination, including bullying and harassment are unacceptable.

#### **ROLES AND RESPONSBILTIIES**

- To perform your roles and responsibilities to the best of your ability.
- Listen to and adhere to your YMBBT Manager's instructions, and always ask if you are not clear about what is expected of you.
- To volunteer reliably to the best of your ability, to arrive at the agreed time and to give as much warning as possible whenever you cannot volunteer when expected.
- To attend induction and training sessions relevant to you and your role.
- Maintain an organised and clean working environment.

#### **HEALTH AND SAFETY**

- Comply with all health and safety requirements, instructions and guidelines as stipulated.
- Ensure that you inform a YMBBT member of staff if you do not feel that you are not require the skill of ability to perform the task requested of you.
- To dress appropriately and wear required PPE equipment when advised to.

#### CONFIDENTIALITY

• To respect and comply with the YMBBT Non Disclosure Agreement and stay committed to preserving the confidentiality of the show.

#### DISCIPLINARY PROCEDURE

- We operate a "three strikes" policy at YMBBT. Your manager will issue you with up to 3 warning before you are asked to leave.
- If you continuously break our code of conduct and do not adhere to YMBBT's code of conduct you will be asked to leave

#### **APPENDIX H – YMBBT PRESS, AWARDS ACOLADES**

#### You Me Bum Bum Train Press

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**The Daily Telegraph** Review by Daisy Bowie-Sell, 2012

**Spoon Fed** Review by Naima Khan, 2012

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The Times Review by Libby Purves, 2012

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The Metro Review by Miriam Gillinson, 2012

The Evening Standard Review by Henry Hitchings, 2011

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**The Times** Review by Libby Purves, 2011

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**Evening Standard** Review by Henry Hitchings, 2010

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The Sunday Express Review by Mark Shenton, 2010

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The Sunday Times Review by Maxie Szalwinska, 2010

The Daily Mail Review by Patrick Marmion, 2010 Time Out Review by Zena Alkayat, 2012

COOD Attitude Magazine Review by Luisa Gerstein, 2012

The Sunday Times Review by David Jays, 2012

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The Daily Express Review by Simon Edge, 2012

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What's on Stage Review by Nancy Groves, 2011

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The Daily Telegraph Review by Charles Spencer, 2010

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The Mail on Sunday Review by Georgina Brown, 2010

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Music OMH Review by Sam Smith, 2010

0000 The Financial Times

Review by Sarah Hemming, 2010

What's on Stage Review by Theo Bosanquet, 2010

### **YMBBT Awards and Accolades**

#### Awards

2013 - Nominated for an Olivier Award for Outstanding Achievement in an Affiliate Theatre.2010 - The Evening Standard Award for Outstanding Newcomer2010 - The Oxford Samuel Beckett Theatre Trust Award.

#### Quotes

'This is a carousel of fantasies that made me rejoice in being alive.' The Evening Standard  $\star \star \star \star \star$ 

'I cannot recommend this brilliant and unique event too highly. It is hard to imagine an experience that plays with your brain quite as comprehensively as You Me Bum Bum Train.' The Daily Telegraph ★★★★★

'You Me Bum Bum Train has a cult following, and you can see why.' The Financial Times  $\star \star \star \star$ 

*'Literally unimaginable...entirely euphoric: a once in-a-lifetime chance to break the rules and see what we are capable of...'* The Guardian

'Holy hound dog! You Me Bum Bum Train the theatrical experience of my life. Exhilarating, scary, brilliant, breath-taking and so original.' Stephen Fry

'You Me Bum Bum Train is the best thing about the 21st Century so far, quite possibly the best thing ever...' | Alex James (Blur) The Sun 2012

## Support for YMBBT

The show's unique and ambitious format is a revelation for all involved and has a proven positive impact on those involved both as audience members and volunteers. I can honestly say it remains the most memorable show that I have seen since I joined the Arts Council. Neil Darlison - Director of Theatre, Arts Council England

You Me Bum Bum Train has supported us in achieving our objective to encourage ambitious plans and promote the development of new ideas. Their volunteer opportunities have also supported our Creative Learning programme. The shows explore what theatre could be: they stir emotions, are passionate, mischievous and make you smile.

#### Louise Jeffreys - Director of Arts, Barbican

We at City Hall believe not for profit arts organisations such as You Me Bum Bum Train and their unique approach to engaging people with the arts is a significant contribution to the vitality of London's cultural offer. You Me Bum Bum Train has won numerous awards for it's innovative theatre and has a strong track record of delivering successful events in non-theatre buildings whilst contributing to the regeneration of areas.

#### Munira Mirza – Deputy Major for Education and Culture

YMBBT has broken boundaries over the past decade with the immersive, fun and secretive way in which it has delighted London audiences. It is this kind of fresh and innovative approach to theatre that keeps the capital at the cutting edge of the creative arts, a sector that is becoming ever more important as London seeks to diversify and grow. It also offers a new way to enliven disused buildings, and it would be great to see this show continue breathing new life into the centre of the capital where it can be enjoyed by my constituents and others.

#### Mark Field – MP for Westminster

We are aware that professional training courses are expensive and can prevent young people with ambitions to enter the lighting trade from gaining experience. We have seen first hand how YMBBT integrates a broad spectrum of the community into the production of its shows, including those from disadvantaged backgrounds.

#### **Robin Wain– Chief Operating Officer PRG**

I am a long-term supporter of You Me Bum Bum Train and their contribution to non-traditional theatre.....I am excited by the prospect of the next show being in Westminster . The show will bring new audiences and supplement the existing theatre provision in the West End.

Kasper Holten - Director of Opera, The Royal Opera House

Supporting You Me Bum Bum Train was a clear choice as their approach to theatre is in line with TRSE's commitment to develop new work and provide a platform for voices under-represented in London. Through the 2012 show we involved almost 3000 East London residents as audience members, and volunteers.

#### Kerry Michael – Artistic Director and Chief Executive, Theatre Royal Stratford East

The theatre company has an excellent artistic and production track record for carefully guided immersive theatre. It is intended that only 70 tickets would be available each performance and the sets are being designed with sound proofing to manage noise issues. Ross Anthony – Planning Adviser, The Theatres Trust

We have...championed London for nearly 50 years as a fabulous city to live in where its cultural activity makes it the very best city in the world. You Me Bum Bum Train have already contributed landmark work towards this and must be given every opportunity to continue to do so.

Tony Elliott- Founder of Time Out London

The project involved a large internal build for a promenade theatre piece. We experienced no problems whatsoever and if anything the building was returned to us in better condition than before the occupation. They provided good security for the building and we had no complaints from neighbours or local businesses with regard to noise disturbance.

Steve Murray – Head of Arts Parks and Events , LB Tower Hamlets

#### **APPENDIX I – ACCIDENT / NEAR MISS REPORT**

1. EVENT NAME (PLEASE USE B	SLOCK CAPITALS):					
Date of Accident: Time of accident:						
Exact Location on Site:						
2. NAME OF INJURED PERSON	,					
Address of Injured Person:						
Contact Phone Number:		Age	Male/Female			
Is the injured person now absent from work?		YES/NO				
Reason for being on site, tick a	is appropriate:					
YMBBT Staff Security / Stew		Volunteer				
Visitor	Contractor		Artist			
Stallholder	Other (Please describe	e):				
3. DESCRIPTION OF ACCIDENT	DANGEROUS OCCURRE	ENCE				
A. Activity Being Performed						
B. How Accident Occurred						
B. now Accident Occurred						
C. Injuries, Damage to propert	y Etc					
D. Medical Treatment						
D. Medical freatment						
1. Health Centre	2. Hospital	3. First Aider	4. None			
4. WITNESS						
Name						
Address						
Contact Telephone Number						
Signature						
CAN A RECURRENCE OF THIS ACCIDENT BE PREVENTED?						
PLEASE GIVE RECOMMENDATIONS						

#### **APPENDIX J – TICKET TERMS AND CONDITIONS**

In these terms "we", "us", "our" and "YMBBT" means YMBBT Limited, a company registered in England and Wales with company number 07101496, having its registered office at 56 Andrews Road Hackney, London, England, E8 4RL, and "you" and "your" refers to the person purchasing, receiving and/or holding tickets for admittance as a passenger to a YMBBT immersive theatre production (an "Event"), to be held at a specified venue (the "Venue").

Tickets purchased or otherwise obtained through the YMBBT website (or by other means) are issued on behalf of YMBBT subject to the terms and conditions set out below (the "**Conditions**"). Unless stated otherwise, these Conditions apply to all tickets issued by YMBBT (whether they be general admission, complimentary, patron or otherwise). Possession and use of a ticket constitutes acceptance of these Conditions. You will also be required to comply with the reasonable instructions of "**YMBBT Staff**", which includes all directors, officers, employees, agents, consultants, volunteers and contractors of YMBBT.

#### These Conditions create legally binding obligations on you. Please read them carefully.

#### 1. DISCLAIMER

- 1.1 Each Event is a physically challenging interactive experience and for your own safety, you should be in good health and free of any medical conditions that could be aggravated by the journey.
- 1.2 The production may contain strobe lighting and smoke effects. As part of the passenger experience, you may be in confined spaces for short periods of time, and therefore some sections of the Event may be unsuitable for persons who suffer from claustrophobia.
- 1.3 Due to the physically challenging nature of the Event and the potential risks involved, it is strongly recommended that pregnant women do not attend the Event. If you are pregnant (or you think you might be pregnant) and you decide to proceed, you will need to declare to YMBBT that you are pregnant (or that you think you might be pregnant) and you accept that you will be participating in the Event entirely at your own risk.

#### 2. AGE

In order to purchase a ticket and/or to attend an **6.** Event you must be at least 16 years of age.

#### 3. ACCESSIBILITY

YMBBT will use its best endeavours to make its Events with accessible to customers accessibility requirements, and a percentage of tickets for the Events will be reserved for people with accessibility requirements. However, due to Venue restrictions, we may not be able to accommodate all accessibility requirements. If you or the person(s) for whom you are purchasing tickets have accessibility requirements, please click the accessibility requirements link on our ticketing website and follow the instructions. Please be advised that any adjustments we can reasonably accommodate may involve altering parts of the experience, or creating an alternative experience that may differ from the one advertised on our website.

#### 4. GENERAL INFORMATION RELATING TO TICKETS

4.1 By providing you with a ticket we are granting you a right (a personal revocable licence) to attend the Event detailed on that ticket, subject always to these

Conditions. Each ticket will remain the property of YMBBT at all times.

- 4.2 You are responsible for bringing your ticket with you to the Venue. No tickets will be replaced or refunded if the ticket is forgotten, lost, stolen, defaced, damaged or destroyed.
- 4.3 We reserve the right to invalidate tickets that we reasonably suspect to have been purchased (or otherwise obtained) fraudulently or in breach of these Conditions.

#### 5. PURCHASE RESTRICTIONS

5.1 When purchasing tickets from us, you are limited to a specified number of tickets for each Event. This number will be notified to you by YMBBT prior to purchase or allocation of tickets. This policy is in effect to discourage unfair ticket buying practices. Tickets may be restricted to a maximum number per person, per credit card and/or per household. We reserve the right to cancel tickets purchased in excess of this number without prior notice.

#### PRICE, FEES AND PAYMENT

- 6.1 Unless specified otherwise, ticket prices shall be set out on YMBBT's website, and will be subject to a nonrefundable booking fee. The price that will be charged by us will be that which is current at the date of your purchase.
- 6.2 Submission of payment method information means that you authorise us to take payment for amounts due by you using that method.
- 6.3 The ticket price is specified and payable in pounds sterling. Any and all charges arising as a result of payment or attempted payment in another currency, for example credit card fees or currency exchange charges, are your responsibility.

#### 7. TICKET DELIVERY

7.1 Unless agreed otherwise with YMBBT, tickets will only be delivered electronically as e-tickets to the email address provided during purchase. It is your responsibility to print your e-ticket(s) and to bring it/them with you to the Venue. If the email address you provide to us changes (or if you have made a mistake), please contact us.

7.2 If your tickets have not arrived five days before the Event (or, if you are travelling, five days before you leave on your journey), please <u>contact us</u> (and remember to verify your junk email inbox).

#### 8. NON-TRANSFER OF TICKETS

- 8.1 A ticket is issued for your sole personal use. You may not resell or (save as set out in clauses 8.2 and 8.3 below) transfer your ticket without the prior written consent of YMBBT. You shall not allow your ticket to be used for any commercial or promotional purpose.
- 8.2 If more than one ticket is issued to you, one ticket must be retained by you for your personal use (subject to clause 8.3 below) and the remainder may be transferred to the natural person(s) intending to accompany you to the Event, provided that:
  - (a) such person(s) is/are known to you and would be entitled (under these Conditions) to purchase such a ticket;
  - (b) such transfer takes place in consideration of no payment or benefit in excess of the face value of the ticket;
  - such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business;
  - (d) such transfer is subject to these Conditions which will (save for any rights to transfer under this clause or any rights to a refund) apply to such person as if he/she were the original purchaser of the ticket (and you must inform the person of this); and
  - (e) you must provide the name and address of such person(s) when asked to do so by any YMBBT Staff.
- 8.3 In the event that you and/or the person(s) intending to accompany you to the Event are unable to use any ticket then you may transfer the ticket(s) to another natural person, provided that you satisfy the conditions set out at paras (a)-(e) of clause 8.2 above.

#### 9. RETURNS, REFUNDS AND EXCHANGES

- 9.1 It is your responsibility to carefully check all purchase order details prior to placing an order for tickets, as mistakes cannot always be rectified once an order is placed. After you complete your purchase, you cannot change the time or date of the Event for which you purchased a ticket.
- 9.2 No tickets may be cancelled or returned once purchased, and no refunds or exchanges (in whole or in part) shall be offered or given, except as set out in these Conditions, or as set out in our Refund and Exchange Policy, a copy of which is available <u>here</u> (or upon request).

#### 10. DELAY, INTERRUPTION, RESCHEDULING, POSTPONEMENT, CANCELLATION OR ALTERATION

10.1 You acknowledge that Events may be delayed, interrupted, rescheduled, postponed, cancelled or materially altered by YMBBT or its partners both for reasons beyond our control (including, but not limited to, Force Majeure, power failure, or failure of sound or lighting equipment) or to allow for the proper management of the Event and/or Venue. If this happens, please <u>contact us</u> for further instructions.

- 10.2 If the Event is delayed, interrupted, rescheduled, postponed, cancelled or materially altered you may be able eligible to obtain a ticket refund or exchange. For more information please see our Refund and Exchange Policy, a copy of which is available <u>here</u> (or upon request). YMBBT will not be liable to you for any loss of enjoyment or for any travel, subsistence, accommodation or any other arrangements or wasted expenditure relating to the Event which has been arranged by you.
- 10.3 When booking tickets, you will be required to select your desired start-time for the Event. Subject to availability, you will be offered various one-hour time slots (e.g. starting at 7pm, 8pm, 9pm, etc). We will notify you of the precise start-time of the Event within your selected one-hour time slot (e.g. 7.00pm, 7.15pm, 7.30pm, or 7.45pm) upon confirmation of your booking. We do not guarantee that any event will commence at its stated time, however, we will endeavour to ensure that this is the case.
- 10.4 It is your responsibility to ascertain whether an Event has been cancelled and the date and time of any rescheduled Event. However, if an Event is cancelled or rescheduled to another date or venue, we will endeavour to notify you using the email address provided during purchase (or otherwise notified to us) and/or to make information concerning such cancellation or rescheduling available on our website. Due to circumstances beyond our control and/or the limitations of our systems, such notification and information may not be provided prior to the anticipated start time of the Event. Please check your email and our website prior to making your journey to an Event.

#### 11. ADMISSION TO THE VENUE

- 11.1 All ticket holders must arrive at least 15 minutes prior to their allocated time slot. Due to the nature of the Event, latecomers will not be admitted to the Venue. Tickets will be invalidated automatically (without refund or exchange) if the ticket holder presents his/her ticket at the Venue after the time-slot indicated on his/her ticket (even where the ticket holder is late due to reasons beyond his/her control).
- 11.2 In order to gain admission to the Venue you must produce a complete and valid ticket together with (upon request by YMBBT) evidence of your identity. For purposes of identification, only original photo IDs (including valid passports, national identity cards or driving licences) will be accepted. YMBBT reserves the right to refuse admission without refund to individuals who do not present valid tickets, or holders of tickets which are incomplete or appear to have been altered in any way, or to individuals who fail to present a valid photo ID upon request.
- 11.3 For security purposes, you may be subject to security checks when entering the Venue or at any other time during your attendance at the Venue (for the avoidance of doubt, YMBBT Staff may search your bags at any time). If you refuse to submit to a security check, or if following a security check YMBBT Staff have reason to believe that you may pose a risk to the Event, the Venue, YMBBT Staff, other

passengers, or any other person(s), you will be refused admission to or ejected from the Venue without refund.

11.4 YMBBT reserves the right to refuse admission to and/or eject from the Venue any person who does not have a valid ticket, who breaches these Conditions and/or who fails to observe the reasonable instructions of YMBBT Staff, and no refund will be payable.

#### 12. VENUE

#### Restricted or Prohibited Items and Behaviour

- 12.1 You may not bring into the Venue (or use within the Venue) any "**Prohibited Items**" including alcohol, illegal drugs or other illegal substances, fireworks, firecrackers, air horns, laser devices, flares, explosives, smoke canisters, bottles or any item that might be used as a weapon or compromise public safety or pose a hazard or nuisance.
- 12.2 Acting in a way intended or likely to cause injury, annoyance, distress or anxiety to others, and/or acting in a way intended or likely to interfere with the proper operation of the Event is strictly prohibited at the Venue.
- 12.3 Smoking is strictly prohibited at the Venue.
- 12.4 Alcohol served in the bar may only be purchased and consumed by guests who are aged 18 years or older.
- 12.5 You may not bring into or use within the Venue any equipment which is capable of recording or transmitting any audio, visual or audio visual material, information or data without the prior written consent of YMBBT. Mobile phones are permitted within the Venue provided they are used for personal and private use only.
- 12.6 No commercial, promotional, advertising or marketing (including charitable) activity may be undertaken at the Venue or in the vicinity of the Venue without our prior written consent. If you conduct any such activities without our prior written consent, we may prevent you from entering the Venue, or require you to leave the Venue. In such an event, you will not receive a refund of the sum paid for your ticket.
- 12.7 We reserve the right (without refund) to refuse entry to any person to the Venue, and/or to eject any person from the Venue, where in our reasonable opinion we believe that person may cause a risk to the safety or security of the Event or the enjoyment of the Event by others. Without limiting the generality of the foregoing, this includes situations where a person:
  - (a) is under (or appears to be under) the influence of drugs or alcohol (you may be required to take a breathalyzer test);
  - (b) presents a potential risk to the Venue, YMBBT Staff, other passengers or any other person;
  - (c) uses foul, obscene, abusive and/or racist language and/or gestures; and/or
  - (d) brings into the Venue (or uses within the Venue) any Prohibited Item(s).

#### Food and drink

12.8 You may not bring your own food and/or drink to the Event. The provision of food and drink during and/or

after the Event at the Venue shall be arranged by YMBBT (at its discretion).

#### <u>Parking</u>

12.9 YMBBT will not provide any parking facilities at the Venue.

#### <u>Bags</u>

12.10 You will not be permitted to carry a bag or other articles during the Event. YMBBT will endeavour to provide a secure storage facility for a limited amount of (small) bags and coats.

#### <u>Attire</u>

12.11 For safety purposes, it is important that you wear clothing and footwear that is comfortable and suitable for physically challenging activity (e.g. clothing that does not restrict your movement and suitable footwear). Due to the physical nature of the Event, the following are not suitable attire: skirts and dresses, shorts, flip flops, sandals and high heels. We strongly recommend that you wear trousers with a long-sleeved top. We reserve the right (without refund) to prevent you from participating in the Event if (in our reasonable opinion) your clothing and/or footwear is not suitable for the Event.

#### <u>Health and Safety</u>

- 12.12 You must comply with:
  - (a) all health and safety rules and regulations and any other security requirements that apply to the Venue, as notified to you by YMBBT (whether in writing or verbally); and
  - (b) any other restrictions that apply to the Venue imposed by relevant laws, bye-laws, regulations, permits or licences or by the police, in each case as notified to you by YMBBT (whether in writing or verbally).

#### <u>Damage to the Venue</u>

12.13 You shall not cause any damage to the Venue or to the Venue's fixtures, fittings and equipment. If you cause any damage to or deface the Venue, or remove, cause damage to, deface, interfere or tamper with any item from the Venue, you shall be liable to us and to the Venue owner and/or the item owner.

#### YMBBT Staff Instructions

12.14 You shall depart the Venue when instructed to do so by YMBBT Staff and comply with any other reasonable instructions of YMBBT Staff.

#### 13. CONFIDENTIALITY

In order to ensure that the passenger experience is new and exciting for future passengers, the Event (and all aspects relating thereto) is confidential information and, as between you and YMBBT, belongs solely to YMBBT. Detailed confidentiality terms are set out in the Passenger Agreement Form (which you will be required to sign at the Event), a copy of which is available <u>here</u> (or upon request).

#### 14. IMAGES AND PUBLICITY

The future success of YMBBT's theatre production depends in part on being able to secure funding and promote the production to new passengers. At the end of your passenger experience, YMBBT may therefore invite you to give a short video testimonial. Terms relating to your image and publicity rights are set out in the Passenger Agreement Form (which you will be required to sign at the Event), a copy of which is available <u>here</u> (or upon request).

#### 15. FORCE MAJEURE

15.1 If YMBBT fails to perform any of its obligations under these Conditions as a result of a Force Majeure Event, it shall be excused from performance and shall not be construed to be in breach in respect of any of its obligations for so long as failure to perform such obligation is due to such Force Majeure Event. In the event of a Force Majeure Event, YMBBT shall promptly notify you of such occurrence (a notice published on YMBBT's website shall constitute valid notice) and shall take all reasonable steps to mitigate the effects of the Force Majeure Event.

> "Force Majeure Event" means any event affecting performance of any obligations set out in these Conditions arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of YMBBT, including flood, lightning, casualty, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, war, military operations, national calamity, riot, crowd disorder, terrorist action, civil commotion (or reasonable threat of any of the foregoing), act of God, malicious mischief or theft, blockade or embargo, failure or shortage of power supplies, radiation or chemical contamination, strike, lock-out, industrial action of any kind, impact by any vehicle, vessel or aircraft, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or any competent national or international authority, but not including failure by third party suppliers to provide goods or services unless such failure is as a consequence of another event that is within the scope of this definition.

#### 16. YOUR INFORMATION

Your information will be held and used by us, and disclosed to other persons (and disclosed by them), in accordance with our Privacy Policy, a copy of which is available <u>here</u> (or upon request).

#### 17. YOUR RIGHTS AS A CONSUMER

Nothing in these Conditions affects your rights under law. For more information on these rights please contact a lawyer experienced in agreements of this nature, or your local Citizen's Advice Bureau (or equivalent).

#### 18. BREACH OF THESE TERMS AND LIABILITY

If you breach these Conditions then we shall have the right to:

- (a) invalidate your ticket;
- (b) invalidate any other tickets you have purchased or hold;
- (c) refuse your entry to the Venue;
- (d) eject you from the Venue; and/or
- (e) take any legal action (including, without limitation, a claim for damages) or disciplinary

action against you as we see fit in the circumstances.

#### 19. INDEMNITY AND YMBBT LIABILITY

- 19.1 You will fully and effectively indemnify YMBBT from and against any and all claims, costs, damages, demands, expenses, liabilities, penalties and losses of whatever nature (whether direct, indirect or consequential) arising directly or indirectly out of any breach by you of these Conditions.
- 19.2 YMBBT does not accept any responsibility for any property that is not stored in the storage facility (see clause 12.10). You understand that, unless caused by YMBBT's negligence, YMBBT's liability in respect of any loss, theft or damage to items stored in the storage facility at the Venue is limited to £100.
- 19.3 Nothing in these Conditions is meant to restrict or exclude YMBBT's liability for personal injury or death caused by YMBBT's negligence or for any other liability that cannot be excluded or restricted under English law.
- 19.4 Subject to the above clauses, to the maximum extent permitted by law, YMBBT excludes any liability for loss, injury or damage to persons/property in or around the Venue.
- 19.5 YMBBT shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise in any case for any loss of goodwill, loss of profits or any indirect or consequential loss or damage whatsoever arising out of the performance, purported performance or breach of these Conditions.
- 19.6 Subject to the above clauses, YMBBT's maximum liability to you for losses, damages, liabilities, expenses, costs or actions, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise arising out of the performance, purported performance or breach of these Conditions shall be limited to refunding the sale price of the ticket(s) purchased by you for the Event.

#### 20. MISCELLANEOUS

- 20.1 <u>Entire Agreement</u>: These Conditions set out the entire agreement and understanding between you and YMBBT and neither you nor YMBBT shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to these Conditions which are not set out herein.
- 20.2 <u>Variation</u>: Within the limits of the applicable law, YMBBT reserves the right to make reasonable amendments to these Conditions from time to time, which updated version shall be available on YMBBT's website.
- 20.3 <u>Waiver</u>: YMBBT's failure or delay in exercising any right or remedy under these Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. A waiver of any right under these Conditions by YMBBT is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.
- 20.4 <u>Severability</u>: If any provision of these Conditions is found by any court or administrative body of

competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Conditions and all provisions that are not affected by such invalidity or unenforceability shall remain in full force and effect. The invalidity or partial invalidity of any provision of these Conditions shall not prejudice or affect the remainder of these Conditions, which shall continue in full force and effect.

- 20.5 <u>Third Party Rights</u>: No person other than you or YMBBT may enforce any term of these Conditions under the Contracts (Rights of Third Parties) Act 1999.
- 20.6 <u>Governing Law and Jurisdiction</u>: These Conditions and any dispute or claim arising out of or in connection with them or their 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. You and YMBBT irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions or their subject matter or formation (including non-contractual disputes or claims).
- 20.7 <u>Other Terms:</u> The policies and forms referred to in these Conditions, including our Refund and Exchange Policy, Privacy Policy and Passenger Agreement Form, are each incorporated into, and form an integral part of these Conditions.

#### 21. CONTACT INFORMATION

If you wish to communicate with us, or request copies of information or policies referred to in these Conditions, then you must do so:

By telephone (from Monday to Friday, 9:00 to 17:00 BST): 07909869424; or

By email: info@bumbumtrain.co.uk.

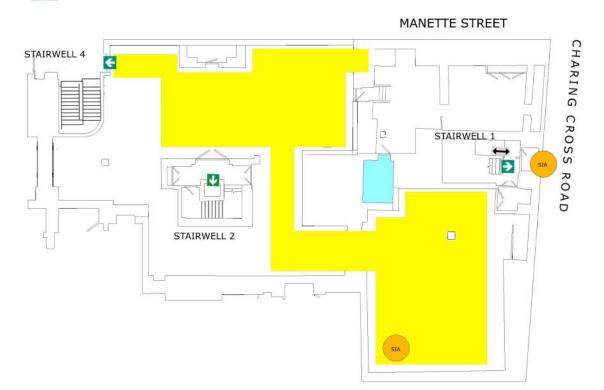
For all queries relating to your purchase of tickets, please quote your purchase reference number and the name and postcode under which the booking was made. We will normally communicate with you using the email address given by you when purchasing your tickets, failing which the postal address given for your ticket purchase will be used. If you have given us another means of contact we may use that EMERGENCY EXIT

SIA SECURITY

EXIT IN AND OUT (BAR) EXIT TO SMOKING AREA

BAR (ALCOHOL WILL BE SERVED

BAR ALCOHOL STORE



. SUMBUMErain TM

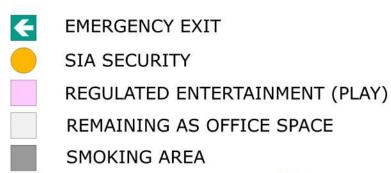
TOTAL FLOOR SPACE = 595 square metres

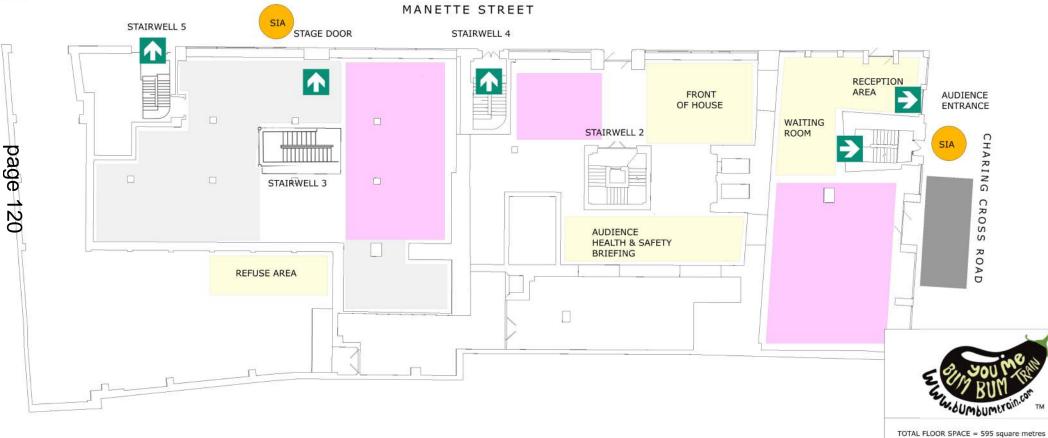
PROJECT You Me Bum Bum Train	
BASEMENT	

1:100 DRAWN BY

#### LOCATION 113-115 Charing Cross Road SCALE

DATE Jenny Selden 21st May 2105

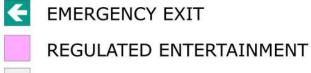




PROJECT You Me Bum Bum Train GROUND FLOOR LOCATION 113-115 Charing Cross Road

1:100 DRAWN BY DATE Jenny Selden 21st May 2105

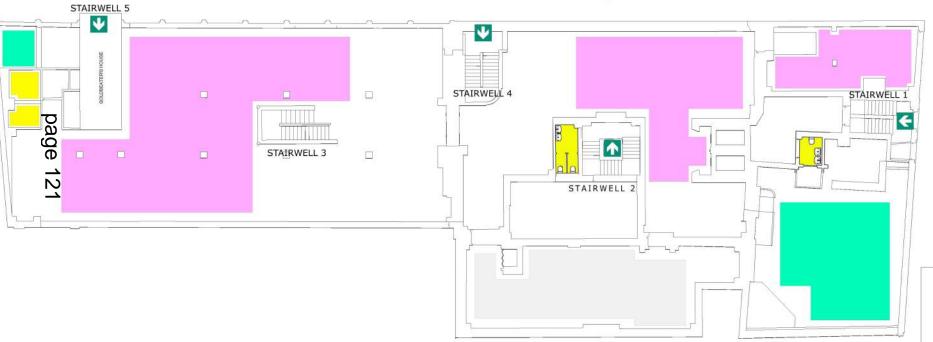
SCALE



## REMAINING AS OFFICE SPACE

# STAFF KITCHEN/STAFF GREENROOM

#### TOILET

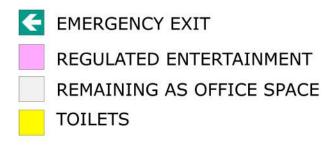


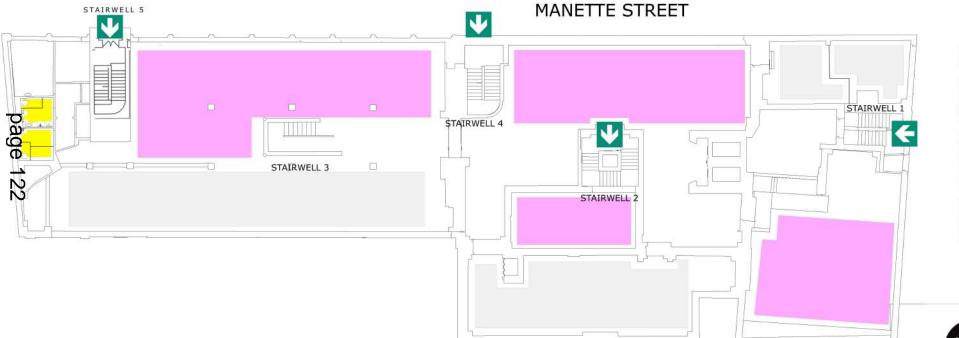
MANETTE STREET

# CHARING CROSS ROAD



TOTAL FLOOR SPACE = 595 square metres
PROJECT
You Me Bum Bum Train
FIRST FLOOR
LOCATION
113-115 Charing Cross Road
SCALE
1:100
DRAWN BY
Jenny Selden
DATE
21st May 2105





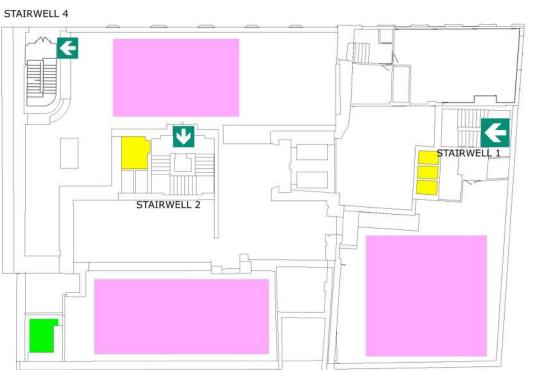
CHARING CROSS ROAD



PROJECT You Me Bum Bum Train TITLE 2ND FLOOR LOCATION 113-115 Charing Cross Road SCALE 1:100 DRAWN BY Jenny Selden DATE 21st May 2105

TOTAL FLOOR SPACE = 595 square metres





# MANETTE STREET



CHARING CROSS ROAD

TOTAL FLOOR SPACE = 595 square metres

PROJECT You Me Bum Bum Train				
TITLE				
THIRD FLOOR				
LOCATION				
113-115 Charing Cro	oss Road			
SCALE				
1:100				
DRAWN BY	DATE			
Jenny Selden	21st May 2105			



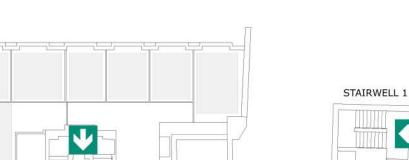


STAIRWELL 4

REMAINING AS OFFICE SPACE

STAIRWELL 2

TOILET



MANETTE STREET



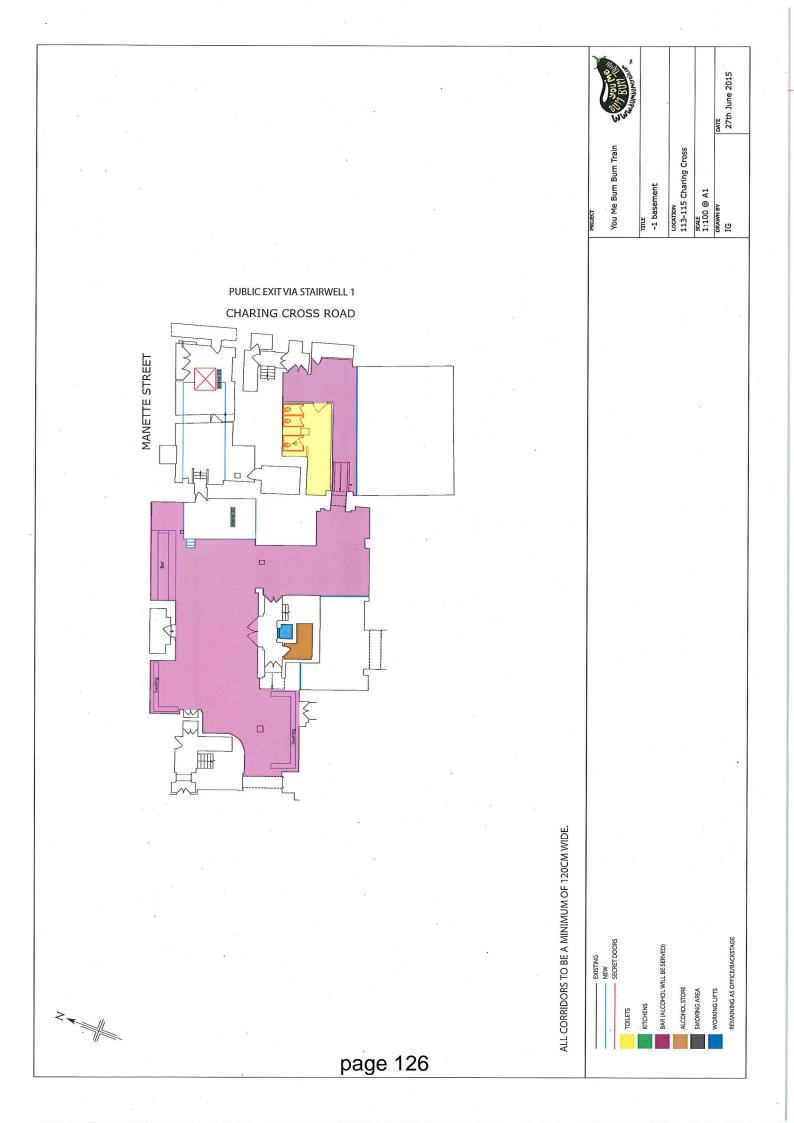
TOTAL FLOOR SPACE = 595 square metres
PROJECT
You Me Bum Bum Train
TITLE
FOURTH FLOOR
LOCATION
113-115 Charing Cross Road
SCALE
1:100
DRAWN BY
Jenny Selden
DATE
21st May 2105

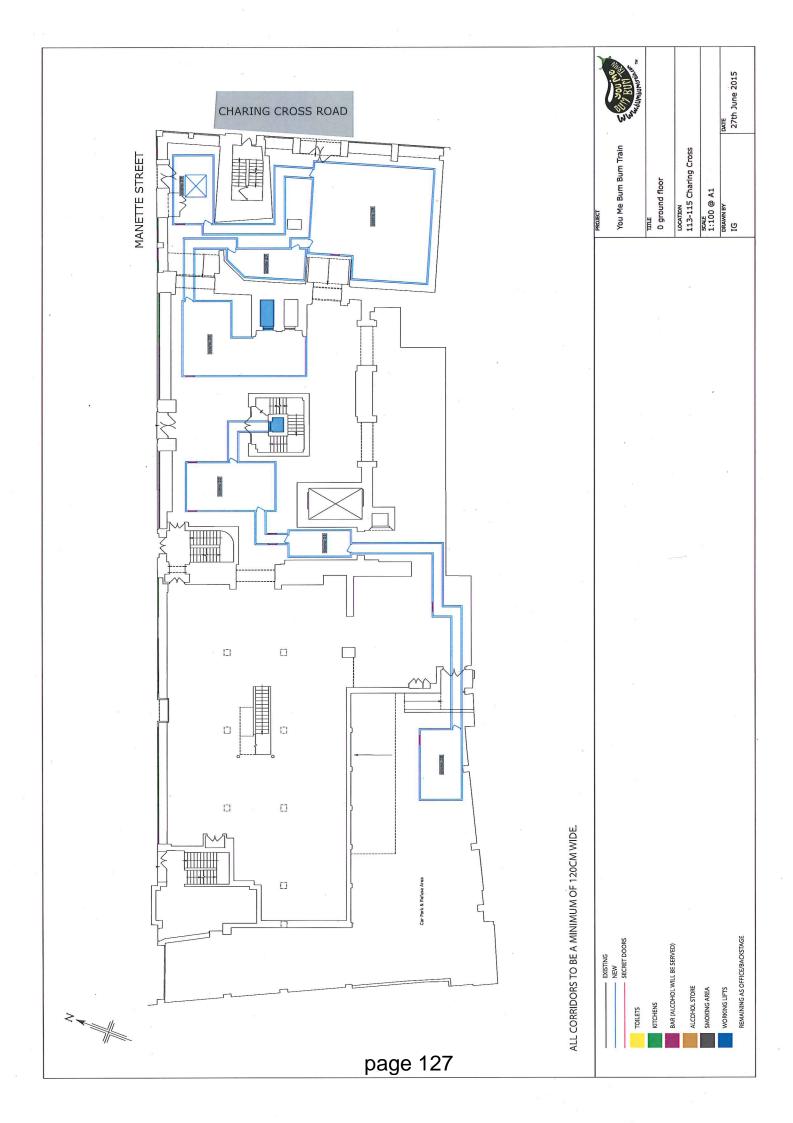
# CHARING CROSS ROAD

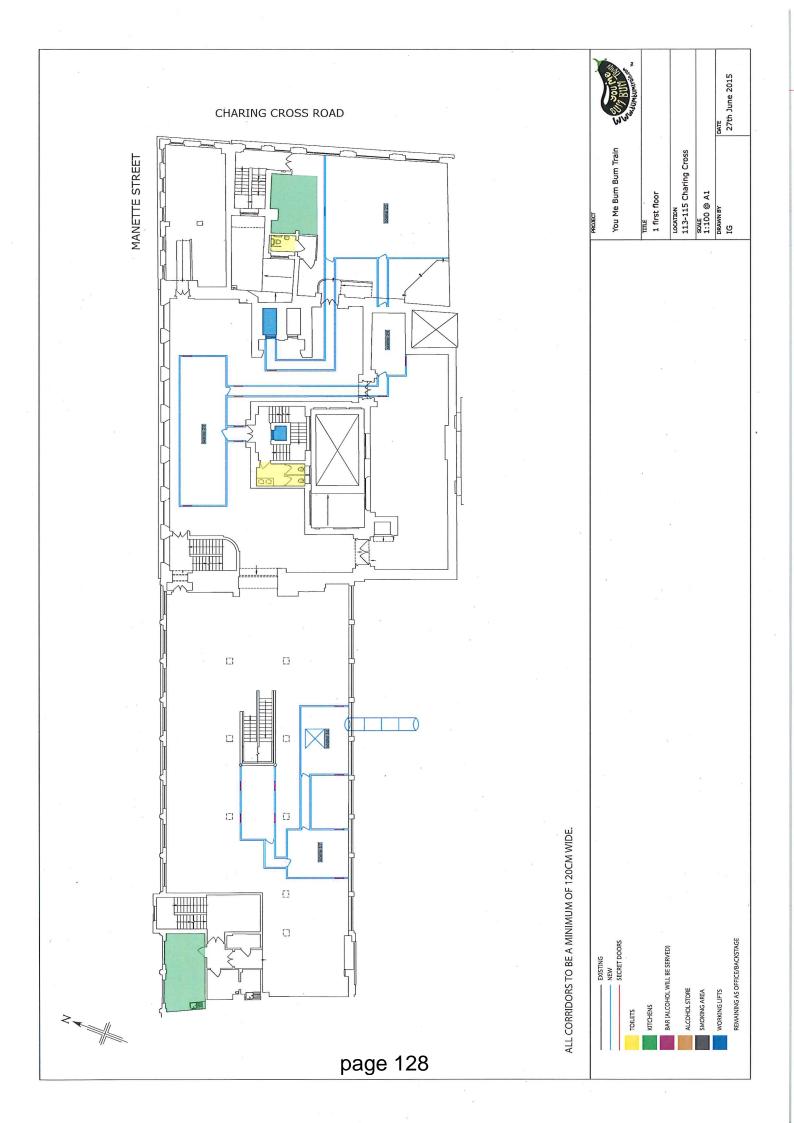
4

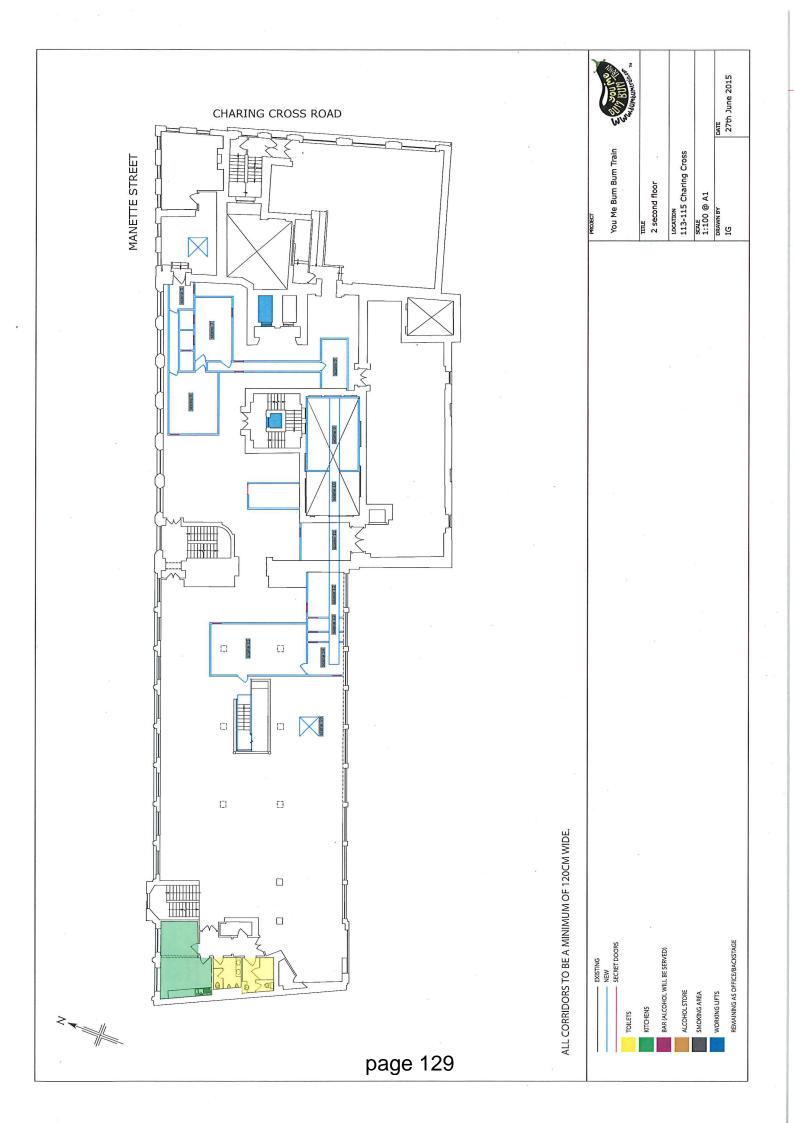
# TO

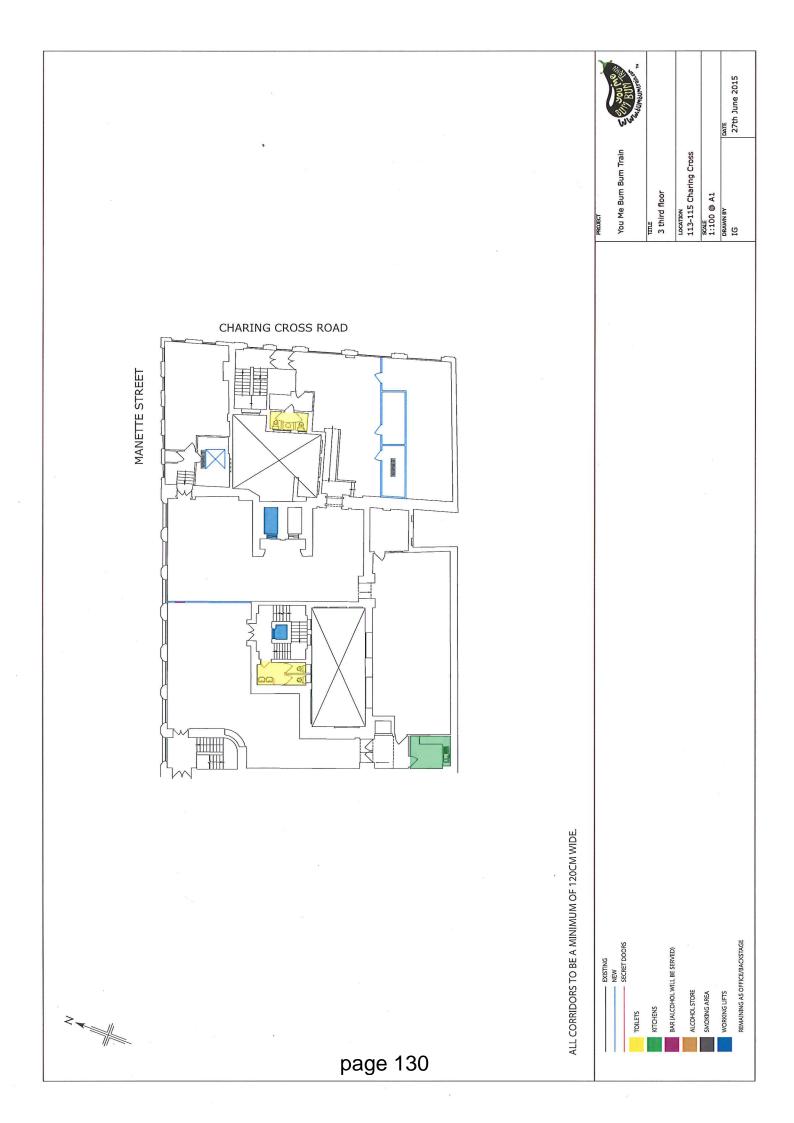
# Scene Layout Plans

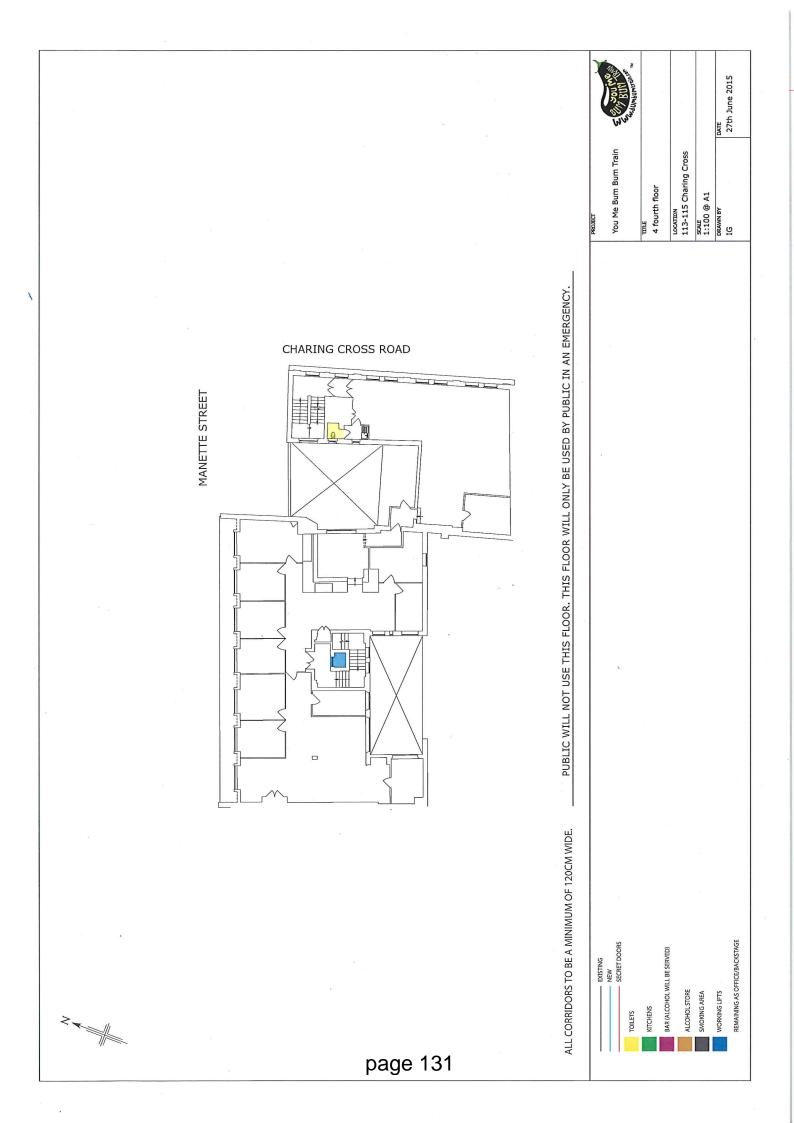




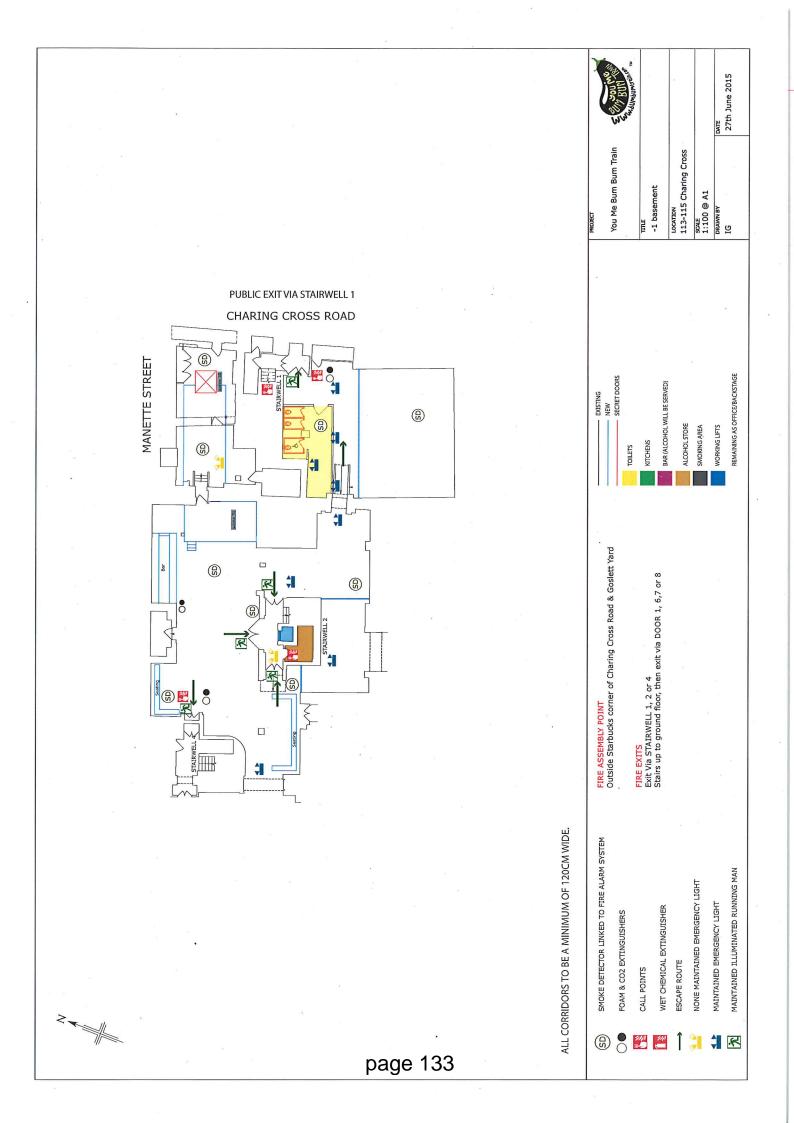


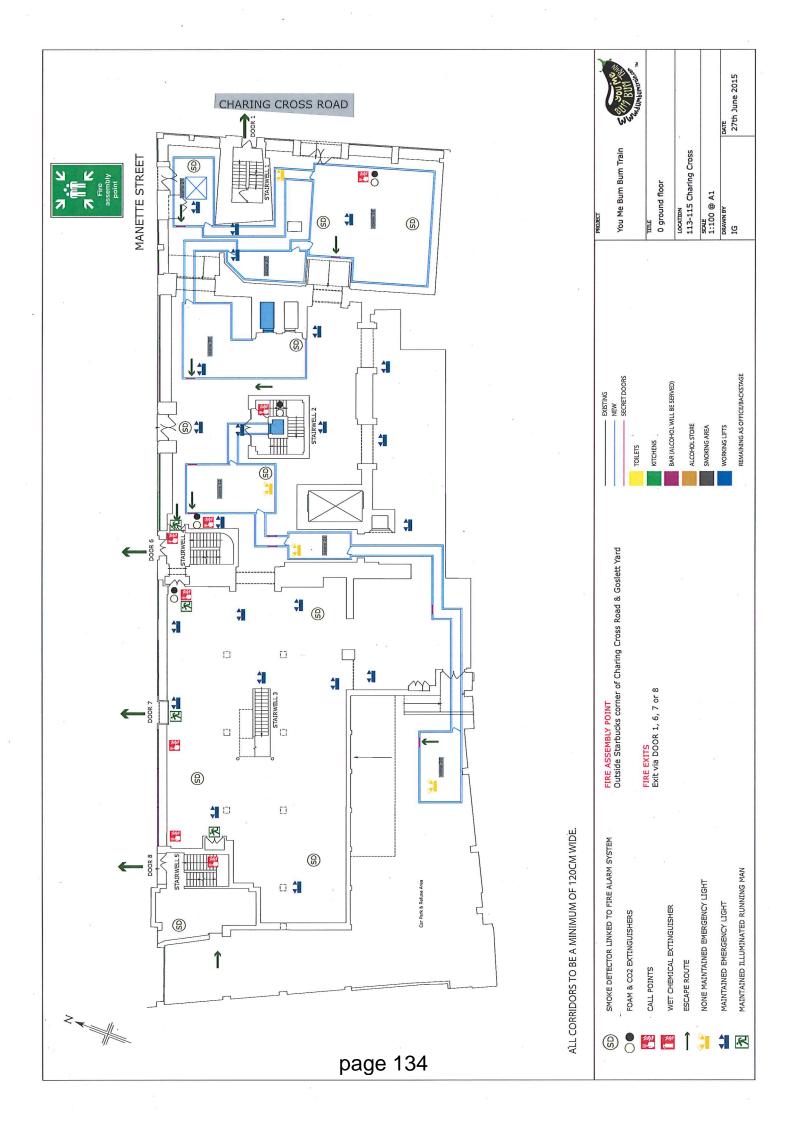


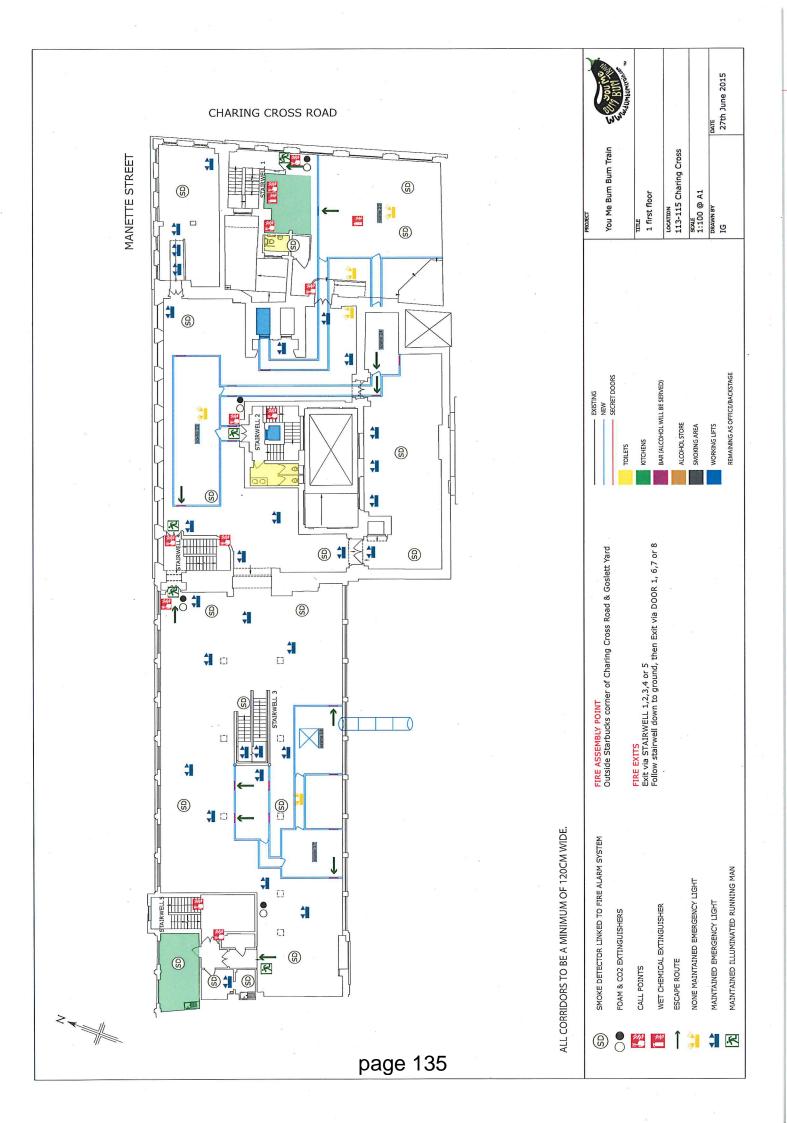


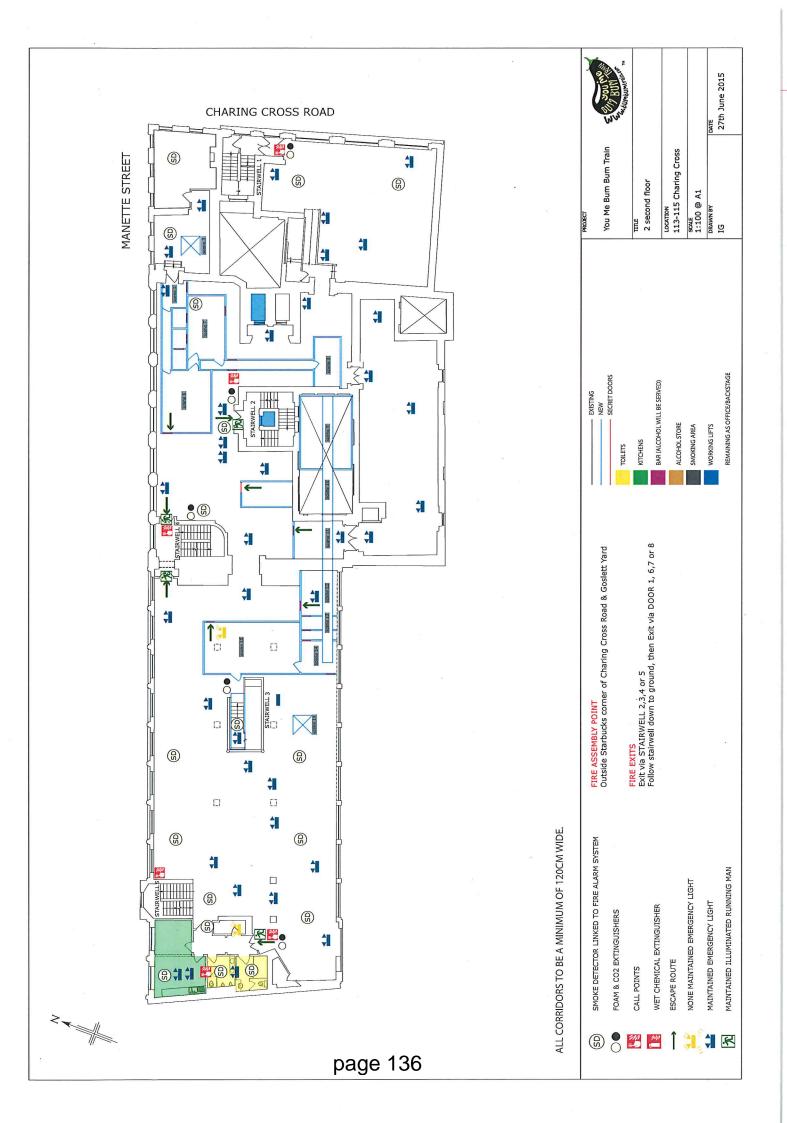


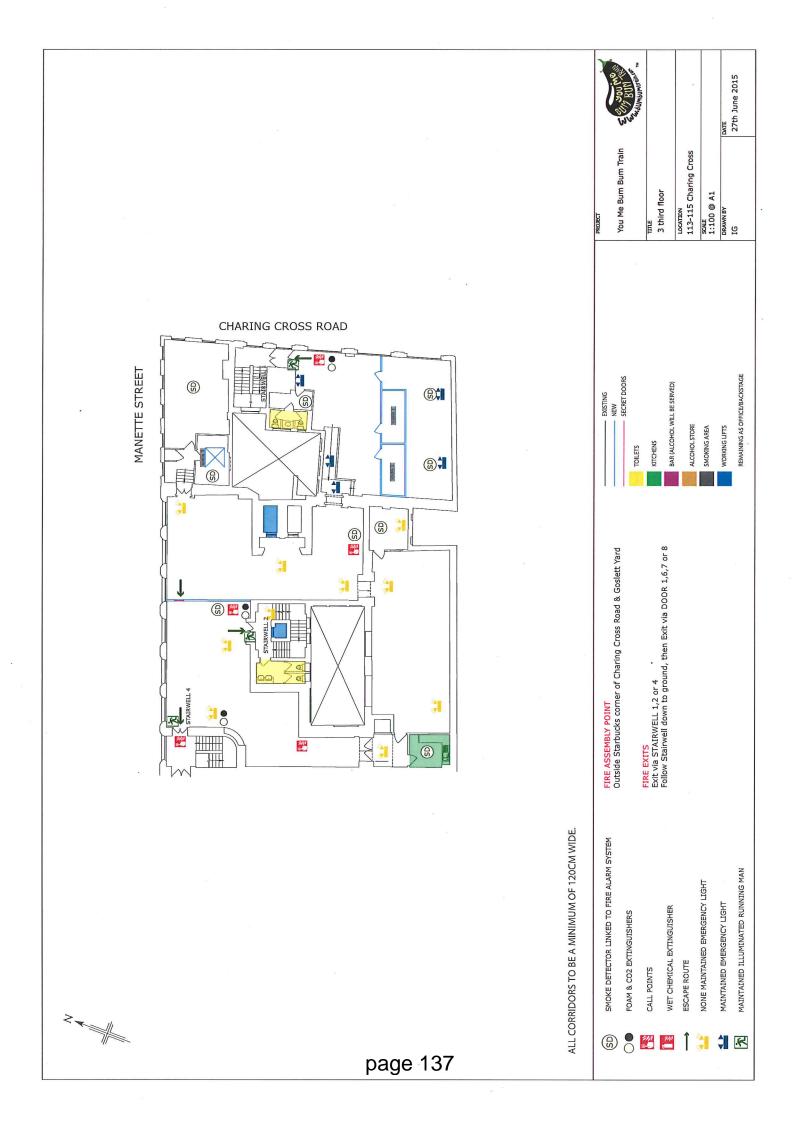
# Fire Safety Plans

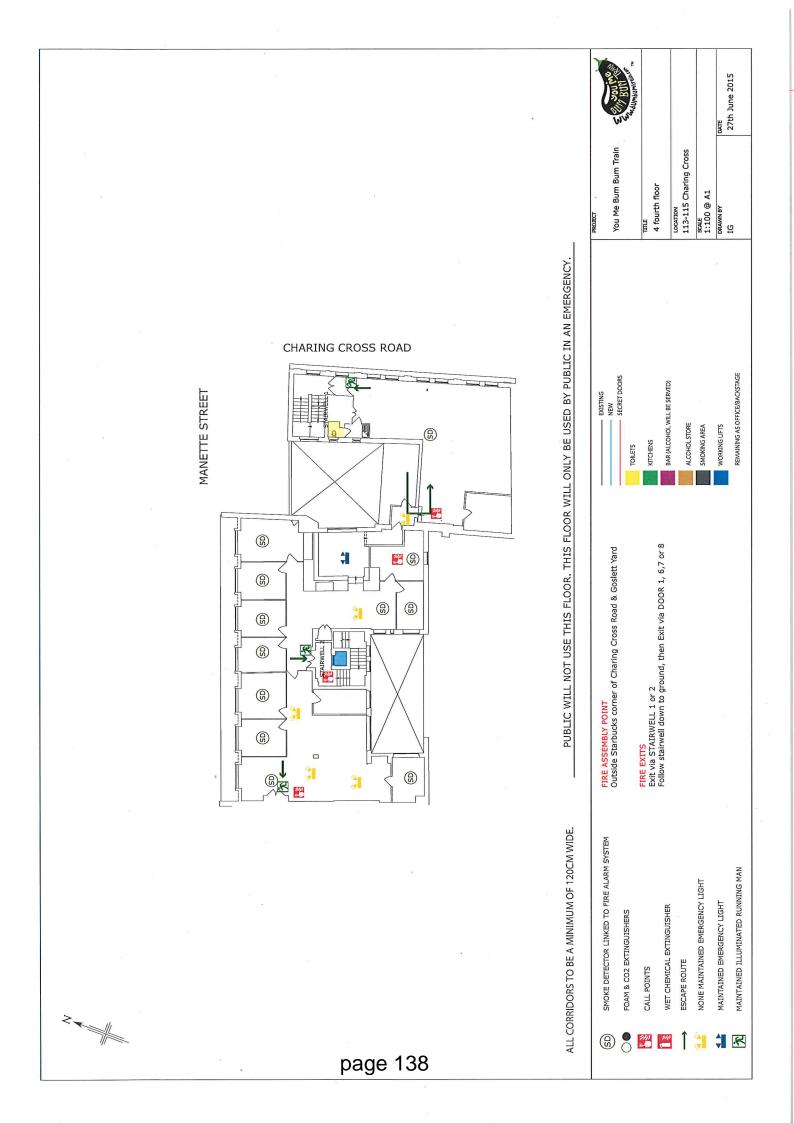












**CITY OF WESTMINSTER** 

то	Mr Nick Nelson		
REFERENCE	ICE 15/03980/LIPN		
FROM	EH Consultation Team, 4 <sup>th</sup> Floor, City Hall		
REFERENCE	15/025978/LIINSP		
<b>BEING DEALT WITH BY</b>	Anil Drayan		
TELEPHONE EXT.	1774		
DATE	28 July 2015		

#### 113 - 119 CHARING CROSS ROAD, LONDON, WC2H 0EB

I refer to the application for a new time limited Premises Licence, finishing on 28/02/2016, for the above premises which is located in the West End Stress Area as stated in Westminster's Statement of Licensing Policy.

The applicant has submitted Basement to 4<sup>th</sup> Floor plans of the premises.

#### The applicant is seeking the following licensable activities:

- 1. To provide the following regulated entertainments:
  - Plays (between 18:00 and 00:00 hours Monday to Sunday)
  - Films (between 18:00 and 00:00 hours Monday to Sunday)
  - Live Music (between 18:00 and 23:45 hours Monday to Sunday)
  - Recorded Music (between 17:00 and 01:00 hours Monday to Thursday and 17:00 to 02:00 Friday and Saturday and 17:00 to 00:00 Sunday)
  - Performances of Dance (between 18:00 and 23:45 hours Monday to Sunday)
  - Provision of anything of a similar description to Live Music, Recorded Music or Performances of Dance (between 18:00 and 00:00 hours Monday to Sunday)
- 2. To provide for the Supply of Alcohol 'On' the premises (between 18:00 and 01:00 hours Monday to Thursday and 18:00 to 02:00 Friday and Saturday and 18:00 to 00:00 Sunday)

# I wish to make the following representations based on the plans submitted and the supporting operating schedule, including an event management plan:

- 1. The hours for and types of Regulated Entertainments requested may lead to an increase in Public Nuisance in the West End Stress area and may adversely affect Public Safety
- 2. The hours requested for and the Supply of Alcohol 'On' the premises may lead to an increase in Public Nuisance in the West End Stress area

The Supply of Alcohol 'On' the premises is also contrary to Westminster's Statement of Licensing Policy in the Stress area unless it is ancillary to the provision of a 'table' meal.

The applicant has offered an extensive list of conditions and undertakings in the operating schedule, including an event management plan, which are under consideration.

However the premises are not considered suitable for the proposed Regulated Entertainments until it has been assessed by the Licensing District Surveyor in line with the District Surveyor's Technical Standards for Places of Entertainment.

The applicant is also advised that Environmental Health considers a capacity for the premises may be appropriate. This shall be determined by whichever gives the lower figure from the District Surveyor's assessment for the safe capacity at the premises or an assessment made on the provision of sanitary accommodation being in line with guidance under British Standard 6465, as amended.

The applicant is therefore requested to contact the undersigned to arrange a site visit, to be accompanied by the District Surveyor, to discuss all of the above issues. Environmental Health may then propose further conditions to allay its concerns.

# Representations against this application are therefore made on Public Nuisance and Public Safety grounds and for being against policy in the West End Stress area.

Should you wish to discuss the matter further please do not hesitate to contact me.

Anil Drayan, Environmental Health Officer, Environmental Health Consultation Team Dear Sir

#### Application 15/03980/LIPN – 113 -119 Charing Cross Road

With reference to the above application, I am writing to inform you that the Metropolitan Police, as a Responsible Authority, make a representation against the above application.

It is our belief that if granted the application would undermine the Licensing objectives in relation to the prevention of crime and disorder as there are insufficient conditions within the operating schedule.

The venue is situated in the West End Stress Area, a locality where there is traditionally high crime and disorder. We have concerns that this application will cause further policing problems in an already demanding area.

I will be in contact with you shortly to discuss the application. However it is for the applicant to prove that this application will not add to the cumulative impact problems already experienced in this area.

Should you wish to discuss the matter further please contact me on **0207 641 3179** or via email, tjanes@westminster.gov.uk

Kind regards

Toby

PC Toby JANES 1275CW Westminster Police Licensing Team 4th Floor, 64 Victoria Street, LONDON, SW1E 6QP Tel: 0207 641 3179



The Soho Society St Anne's Tower 55 Dean Street London W1D 6AF

020 7439 4303 licensing@thesohosociety.org.uk

Objections Westminster Licensing Service 4th Floor (West) City Hall 64 Victoria Street London SW1E 6QP

Sent via email to premiseslicensing@westminster.gov.uk

3 August 2015

## Reference: 15/03980/LIPN, Premises Licence – New, You Me Bum Bum Train, 113 - 119 Charing Cross Road, WC2H 0EB

I write to make a relevant representation to the above application on behalf of The Soho Society.

The Soho Society objects to this application as it is currently presented, on the grounds of prevention of public nuisance, prevention of crime and disorder and cumulative impact in the West End Stress Area.

#### About The Soho Society

The Soho Society is a charitable company limited by guarantee established in 1972. The society is a recognised amenity group and was formed to make Soho a better place to live, work or visit by preserving and enhancing the area's existing diversity of character and uses, and by improving its facilities, amenities and environment. In particular, the society supports the Westminster City Council's policies, including the cumulative impact policy, as set out in the Statement of Licensing Policy.

#### Application summary

Activity	Indoors/Outdoors	Alcohol Consumed	Time Period	From	То
Playing of Recorded Music	Indoors		Sunday	05:00 PM	12:00 AM
Provision for anything of a similar desc	Indoors		Monday to Sunday	06:00 PM	12:00 AM
Performance of a Play	Indoors		Monday to Sunday	06:00 PM	12:00 AM
Sale by Retail of Alcohol	Indoors	On Premises	Monday to Thursday	06:00 PM	01:00 AM
Sale by Retail of Alcohol	Indoors	On Premises	Friday to Saturday	06:00 PM	02:00 AM
Exhibition of a Film	Indoors		Monday to Sunday	06:00 PM	12:00 AM
Performance of Live Music	Indoors		Monday to Sunday	06:00 PM	11:45 PM
Playing of Recorded Music	Indoors		Monday to Thursday	05:00 PM	01:00 AM
Sale by Retail of Alcohol	Indoors	On Premises	Sunday	06:00 PM	12:00 AM
Performance of Dance	Indoors		Monday to Sunday	06:00 PM	11:45 PM
Playing of Recorded Music	Indoors		Friday to Saturday	05:00 PM	02:00 AM

#### New licensed premises in the West End Stress Area

The proposal is for a significant new licensed premises in the West End Stress Area with a capacity spread over several floors. The new Sale by Retail of Alcohol On Premises licensable activity is of particular concern, with reference to Westminster City Council stress area and cumulative impact policy. Such new licenses (in particular where not ancillary to food) should be prohibited. High capacity venues such as this destroy residential amenity through noise nuisance as patrons disperse.

#### Hours of operation

The proposal includes licensable activities, including sale of alcohol, outside of Westminster core hours. The premises are in the West End Stress Area. There are private homes in nearby buildings, and residents in the immediate area are subject to noise and general nuisance every night of the week. We therefore feel it is necessary to keep the operating hours within defined core hours, namely Monday to Thursday 10am – 11.30pm, Friday and Saturday 10 am – 12 midnight and Sunday 12 noon – 10.30 pm.

#### Licensing policy

This area has been identified by the Westminster City Council (2.4.1 of the Statement of Licensing Policy, as amended) as under stress because the cumulative effect of the concentration of late night and drink led premises and night cafes has led to serious problems of disorder and/or public nuisance affecting residents, visitors and other businesses.

The policies in relation to the stress areas are directed at the global and cumulative effects of licences on the area as a whole (2.4.5 of the policy). The policies are intended to be strict and will only be overridden in genuinely exceptional circumstances (2.4.2 of the policy). The growth in the entertainment industry in Soho has led to a marked deterioration in the quality of life and well-being of local residents and it has jeopardised the sustainability of the community. Soho has a substantial residential community and many of these residents suffer from problems such as, but not limited to, high levels of noise nuisance, problems with waste, urinating and defecating in the streets, threats to public safety, anti-social behaviour, crime and disorder and the change in character of historic areas. For the reasons I have set out, we believe that the application, if granted in its present form, would fail to promote the licensing objectives of prevention of public nuisance and prevention of crime and disorder. I respectfully urge the Licensing Sub-Committee to reject this application.

Please let me know if any proposals are made to amend the application; particularly in respect of the hours sought or any further conditions proposed.

Yours faithfully,

David Gleeson Licensing Chair

#### **Application Summary**

Application Number: 15/03980/LIPN Address: 113 - 119 Charing Cross Road London WC2H 0EB Proposal: Premises Licence - New Case Officer: Mr Nick Nelson

Customer Details Name: Miss Dominique Bull Address: Flat 8 Glenhurst Court Farquhar Road London

#### **Comment Details**

Commenter Type: Interested Party Stance: Customer made comments in support of the Licensing Application Comment Reasons: Comment:7:39 PM on 09 Jul 2015 I am 100% in support of You Me Bum Bum Train. I first volunteered back in 2011 when I was feeling very lost in my life with not enough experience to get a job in the field that I wanted.

I learnt new skills; wallpapering, painting, carpentry, performing, people management, project management, working at height, health and safety, fire safety, performance, stage management - the list is endless. I met lots of people that became friends and later colleagues on other projects, and had a fantastic time being part of something so unique, ambitious and giving.

It's an incredible project, and it's astounding that it happens. In this day and age when everything is so monetised this experience is unique and special and must be protected.

The benefit to the local community will be tremendous. There are so many opportunities from people of all walks of life to come together, no one is turned away, everyone is thrown in together to work along side each other. Companies are founded, relationships begun, and memories are made at Bum Bum Train!

#### **Application Summary**

Application Number: 15/03980/LIPN Address: 113 - 119 Charing Cross Road London WC2H 0EB Proposal: Premises Licence - New Case Officer: Mr Nick Nelson

#### **Customer Details**

Name: Mr Alexander Neumayer Address: 76 Latimer House Morning lane London

#### **Comment Details**

Commenter Type: Interested Party Stance: Customer made comments in support of the Licensing Application Comment Reasons: Comment:8:59 AM on 10 Jul 2015 A fantastic contribution to Soho's vibrancy

#### **Application Summary**

Application Number: 15/03980/LIPN Address: 113 - 119 Charing Cross Road London WC2H 0EB Proposal: Premises Licence - New Case Officer: Mr Nick Nelson

Customer Details Name: Miss Rachel Butcher Address: 3 Rushmore Road London

#### **Comment Details**

Commenter Type: Interested Party Stance: Customer made comments in support of the Licensing Application Comment Reasons: Comment:7:14 PM on 09 Jul 2015

#### **Application Summary**

Application Number: 15/03980/LIPN Address: 113 - 119 Charing Cross Road London WC2H 0EB Proposal: Premises Licence - New Case Officer: Mr Nick Nelson

**Customer Details** Name: Mr Adam Hayes Address: 26 hetherington Road London

#### **Comment Details**

Commenter Type: Other Stance: Customer made comments in support of the Licensing Application Comment Reasons: Comment:10:25 AM on 10 Jul 2015