



# City of Westminster Licensing Sub-Committee

<b>Meeting:</b>	<i>Licensing Sub-Committee</i>
<b>Date:</b>	<i>11<sup>th</sup> January 2018</i>
<b>Classification:</b>	<i>General Release</i>
<b>Premises:</b>	<i>The Windmill, 17-19 Great Windmill Street, London, W1D 7LQ</i>  <i>16/09992/LISEVR</i>
<b>Wards Affected:</b>	<i>West End, Core CAZ North</i>
<b>Financial Summary:</b>	<i>None</i>
<b>Report of:</b>	<i>Operational Director for Premises Management</i>

## **1. Executive Summary**

- 1.1 The council has received a renewal application of the sexual entertainment venue premises licence from The Windmill, 17-19 Great Windmill Street, London, W1D 7LQ. The report sets out the application details, objections, policy and legal context along with other considerations that the Committee requires to determine this application.

## **2. Recommendations**

- 2.1 That following consideration of the information given orally at the hearing and in writing by the applicants and objectors to:
  - 2.1.1 Grant the applications in full
  - 2.1.2 Grant the applications subject to the standard conditions and/or any modifications to any part of the application and imposition of any additional conditions proposed by a party to the hearing, or
  - 2.1.3 Refuse the applications

### **3. Application**

3.1 On 26<sup>th</sup> September 2017 the applicant applied to renew the sexual entertainment venue premises licence to provide full nudity striptease, pole dancing and table dancing between the hours of 09:00 to 05:30 on each of the days Monday to Saturday and 14:00 to 03:00 on Sunday. The applicant has not requested to change the relevant entertainment or to remove any standard conditions to the licence if the application is granted. A copy of the application is attached as [Appendix A1](#).

### **4. Objections**

4.1 An objection to the application was received on 12<sup>th</sup> October 2017(attached as [Appendix B1](#)).

4.2 The objector states that they believe in women's rights and do not believe in the objectification of women. They allege that the club allows groping, pinching and slapping of the performers.

4.3 The objector employed covertly ex-police officers to observe what happens within the venue. The statements of the observers are attached as [Appendix B2](#).

4.4 Subsequent to the observations, the objector has stated that there are breaches to licence conditions and that the current owners and management are not fit and proper persons to hold an SEV licence.

4.5 On 14<sup>th</sup> October 2017 the City Inspectors raised an objection to the application based on the submissions from the objection received on 12<sup>th</sup> October 2017. They stated that an investigation into the conduct of the management of this venue would be carried out (attached as [Appendix B3](#)).

4.6 On 19<sup>th</sup> December 2017 the City Inspectors provided further submissions to their original objection (as attached as [Appendix B4](#)). The main points were:

- As a result of the objector's submissions, CCTV was requested for the date referred to in the statements (7<sup>th</sup> and 9<sup>th</sup> September 2017).
- Contact was made with the venue on 17<sup>th</sup> October 2017 to progress an investigation of the written evidence supplied by the objector and a meeting was arranged with interested parties.
- As the 31 day retention period for CCTV had already passed, these images were no longer available. Consequently, CCTV from dates within the 31 day period were requested (1<sup>st</sup> and 5<sup>th</sup> October 2017).
- The City Inspectors noted breaches of conditions 17, 21 and 22.
- As a result of the failings, a second meeting was held and further CCTV footage was requested.
- The further CCTV footage showed breaches of conditions and that a camera had been moved since its original fitting and therefore did not cover the dance area causing a blind spot.

- 4.7 After a meeting with the applicants on 23<sup>rd</sup> November 2017, the City Inspector has stated that the CCTV covers all areas. They have stated that there has been a marked improvement.
- 4.8 On 20 October 2017 the Licensing Authority raised an objection to the application (as attached as [Appendix B5](#)). The objection was based on the following grounds:
- Allegations of multiple breaches of conditions on the SEV licence, namely conditions 5, 7, 10, 18, 21 & 22
  - Allegations of criminal activity taking place at the premises
- 4.9 On 4 January 2018 the Licensing Authority provided further submissions to their original objection (as attached as [Appendix B6](#)). The main points were:
- A meeting was held at the premises on Tuesday 31 October 2017 to discuss the nature of the allegations with the operator. The operator accepted that there had been breaches of conditions but denied any criminal activity had taken place at the premises.
  - Reference was made to the Licensing Sub-Committee minutes from the hearing which took place on 12 June 2012 in relation to the SEV licence which was originally granted upon conversion in 2012.
  - The Licensing Authority noted that similar breaches were prevalent in 2012.
  - The Licensing Authority raised concerns to breaches of conditions 17, 20, 22 and 23.
  - CCTV footage was taken on various dates (1 October 2017, 5 October 2017, 7 November 2017 and 8 December 2017) which showed breaches of licence conditions.
  - The Licensing Authority noted a significant improvement over the course of the footage from October to December 2017. However, they state that conditions are still being breached.
- 4.10 On 22 December 2017, the applicant provided a witness statement (as attached as [Appendix B7](#)).

## 5. Licensing Act 2003 Premises Licence

- 5.1 The table below sets out the current activities and times permitted by the premises licence.
- 5.2 A copy of the current Premises Licence is attached to this report as [Appendix C1](#).
- 5.3 A copy of the current Sexual Entertainment Venue Licence is attached as [Appendix C2](#).

<b><u>Existing Premises Licence (09/02935/LIPV) permitted Licensable Activities</u></b>	
<b>Performance of Dance</b>	
Monday to Saturday:	09:00 to 05:00
<b>Provision of facilities for Dancing</b>	
Monday to Saturday:	09:00 to 05:00
<b>Exhibition of a Film</b>	
Monday to Saturday:	09:00 to 05:00
Sunday:	09:00 to 00:00
<b>Provision of facilities for making Music</b>	
Monday to Saturday:	09:00 to 05:00
<b>Performance of Live Music</b>	
Monday to Saturday:	09:00 to 05:00
<b>Playing of Recorded Music</b>	Unrestricted
<b>Provision of facilities for entertainment of a similar description to making music or dancing</b>	
Monday to Saturday:	09:00 to 05:00
<b>Anything of a similar description to Live Music, Recorded Music or Performance of Dance</b>	
Monday to Saturday:	09:00 to 05:00
<b>Performance of a Play</b>	
Monday to Saturday:	09:00 to 05:00
Sunday:	14:00 to 03:00
<b>Private Entertainment consisting of dancing, music or other entertainment of a like kind for consideration and with a view to profit</b>	
	Unrestricted

<p><b>Late Night Refreshment: Indoors</b></p> <p>Monday to Saturday 23:00 to 05:00</p>
<p><b>Sale of Alcohol: On and off the premises</b></p> <p>Monday to Saturday 10:00 to 05:00 Sunday 12:00 to 22:30</p>
<p><b>Non Standard Timings/Seasonal Variations</b></p> <p>On New Years Eve the premises can remain open for the purpose of providing regulated entertainment from the time when the provision of regulated entertainment must otherwise cease on New Years Eve to the time when regulated entertainment can commence on New Years Day (or until midnight on New Years Eve where no regulated entertainment takes place on New Years Day).</p>
<p><b>Capacity:</b></p> <p>150</p>
<p><b>Opening hours:</b></p> <p>Monday to Saturday 09:00 to 05:30 Sunday 09:00 to 03:00</p>

## 6. Policy Considerations

### 6.1 Suitability of applicant – SU1

The applicant has confirmed in their application that they have not got any criminal convictions. The Police have undertaken appropriate checks and have made no comments. The Licensing Authority and the City Inspectors have raised concerns over the suitability of the applicant which can be found in their objections (attached as [Appendix B3](#), [Appendix B4](#) and [Appendix B5](#)).

### 6.2 SEV carried on for the benefit of another person – SU2

The applicants have confirmed that they will not be carrying out the functions of regulated entertainment at this premises for the benefit of another person.

### 6.3 Appropriate number of SEV in a locality – NO1

The appropriate number of sexual entertainment venues in the relevant localities is 25 in the Westminster core CAZ north. As the premises are currently licensed this application, if granted, will not exceed 25.

#### 6.4 Character of the relevant locality – LO1

The premises are located off of Shaftesbury Avenue along a one way street which is known for its high concentration of LA03 premises. There is one school within the immediate vicinity and one other sexual entertainment venue just outside the immediate vicinity. A map showing the sexual entertainment venues within a 100 metre radius along with any faith groups or schools is attached to this report (attached as [Appendix D1](#)).

The previous existence of a licence permitting sexual entertainment at a premises should not of itself give rise to any expectation that a sexual entertainment venue licence will be granted or renewed. In considering the appropriateness of a sexual entertainment venue the council is entitled to change its view about the character of the locality in which the sexual entertainment venue is situated, whether or not there has been a change in the character of the locality. Equally, the character of the locality in which the sexual entertainment venue is situated, or proposed to be situated, may have changed since the grant of previous sexual entertainment venue licences for premises in that locality, which would now make a grant or renewal of a licence inappropriate (Para 2.4.15 SEV Statement of Licensing Policy 2012).

#### 6.5 Use of premises in the vicinity – LO2

The area is mainly made up of small shop and commercial units with a few residential properties. There are a large number of licensed premises in the locality. A map showing the residential density and premises within the vicinity is attached to this report as [Appendix D2](#).

#### 6.6 Layout, character or condition of the venue – LO3

The premises is a large venue spread over three floors. The exterior of the building displays the name of the premises and has the sign 'Table Dancing' displayed above the doorway, as well as images showing nudity on the exterior of the premises.

### **7. Legal Implications**

7.1 The Licensing Sub-Committee may determine to:

- (a) Grant the applications in full
- (b) Grant with additional special conditions which the Licensing Sub-Committee deem appropriate; or
- (b) Refuse the applications.

7.2 Before refusing to renew a licence, the Licensing Authority shall give the applicant an opportunity to appear before and to be heard by the Licensing Sub-Committee (Para 10(19) Schedule 3 LG(MP)A1982).

- 7.3 In considering this application, the Licensing Sub-Committee shall have regard to any observations submitted to them by the Chief Officer of Police and any objections that have been received in writing within the 28 day consultation period (Para 10(18) Schedule 3 LG(MP)A1982).
- 7.4 This SEV licence expired on 30 September 2017. It is deemed to remain in force until the application is either withdrawn or determined. (Para 11(1) Schedule 3 LG(MP)A1982).
- 7.5 The Licensing Sub-Committee may refuse to renew a licence for the following reasons:
- (a) that the applicant is unsuitable to hold a licence by reason of having been convicted of an offence or for any other reason;
  - (b) that if the licence were to be granted the business to which it relates would be managed by or carried on for the benefit of a person, other than the applicant, who would be refused the grant of such a licence if he made the application himself;
  - (c) that the number of sex establishments in the relevant locality at the time the application is made is equal to or exceeds the number which the authority consider is appropriate for the locality;
  - (d) that the grant or renewal of the licence would be inappropriate, having regard –
    - (i) to the character of the relevant locality; or
    - (ii) to the use to which any premises in the vicinity are put; or
    - (iii) to the layout, character or condition of the premises, vehicle, vessel or stall in respect of which the application is made.
- 7.6 If the Licensing Sub-Committee determine to renew a Sexual Entertainment Venue licence, the licence will remain subject to the Standard Conditions for Sexual Entertainment Venue licences, unless the Sub-Committee determines that certain Standard Conditions should be expressly excluded or varied (Para 13(4) Schedule 3 LG(MP)A1982).
- 7.7 Should the Licensing Sub-Committee determine to refuse the application for the renewal of a licence under Paragraph 12(3)(a) or (b) Schedule 3 LG(MP)A 1982, the applicant may appeal to the Magistrates' Court within 21 days beginning with the date on which the applicant is notified of the refusal of his application (Para 27(1) Schedule 3 LG(MP)A1982).
- 7.8 If the application for renewal is refused, the licence is deemed to remain in force until the time for bringing an appeal has expired and if such an appeal is duly brought until the determination or abandonment of the appeal. (Para 27(10) Schedule 3 LG(MP)A1982).

## **8. Human Rights Act and Equality Implications**

- 8.1 In making a decision consideration will need to be given to the applicant's rights under the European Convention on Human Rights. The right to peaceful enjoyment of possessions (Article 1 of the First Protocol) and freedom of expression (Article 10) may be relevant. The Home Office Guidance suggests that "local authorities would be well advised to consider whether any interference with the applicant's rights under Article 10 or Article 1, Protocol 1 of the European Convention on Human Rights is necessary and proportionate for the prevention of disorder or crime, for the protection of health or moral or for the protection of the rights and freedoms of others, or in the case of Article 1, Protocol 1, can be justified in the general interest".
- 8.2 The Council in its capacity as Licensing Authority has a duty to have regard to its public sector equality duty under section 149 of the Equality Act 2010. In summary, section 149 provides that a Public Authority must, in the exercise of its functions, have due regard to the need to:
- (a) eliminate discrimination harassment, victimisation and any other conduct that is prohibited by or under this Act;
  - (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
  - (c) foster good relations between persons who share a relevant protected characteristics and persons who do not share it.

Section 149 (7) of the Equality Act 2010 defines the relevant protected characteristics as age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.



## **Appendices**

- A1 – Application Form
- B1 – Objection
- B2 – Statements from ex-police officers
- B3 – City Inspector objection
- B4 – City Inspector’s further submission
- B5 – Licensing Authority objection
- B6 – Licensing Authority further submission
- B7 – Applicant witness statement
- C1 – Current Licensing Act 2003 Premises Licence
- C2 – Current Sexual Entertainment Licence
- D1 – Map showing Sexual Entertainment Venues, faith groups and schools within a 100m radius of the premises
- D2 – Map of the locality

**If you have any queries about this Report or wish to inspect any of the Background Papers please contact: Daisy Gadd on 020 7641 6500 or at [dgadd@westminster.gov.uk](mailto:dgadd@westminster.gov.uk)**

## **BACKGROUND PAPERS**

Local Government (Miscellaneous Provisions) Act 1982  
Policing and Crime Act 2009  
Sexual Entertainment Venues Statement of Licensing Policy 2012  
Sexual Entertainment Venues Guidance and Procedure effective 17 February 2012



City of Westminster

APPLICATION TO RENEW A SEXUAL ENTERTAINMENT VENUE LICENCE

IMPORTANT: This form is open to inspection by the public.

I / We Big Country Ltd (Insert name(s) of applicant)

apply to renew the Sexual Entertainment Venue licence under the Local Government (Miscellaneous Provisions) Act 1982 for the following premises:

Premises name: ...The Windmill...

Premises address: ...17-19 Great Windmill Street, London W1D 7LQ...

Licence reference number: ...16/09992/LISEVR...

Important Note: Before completing this application, please read the following:

- WCC's Statement of Licensing Policy for Sexual Entertainment Venues
• WCC's Standard Conditions for Sexual Entertainment Venues
• WCC's Rules of Procedure governing Sexual Entertainment Venue applications

PART 1 - Applicant Details

Please state whether you are renewing the Sexual Entertainment Venue licence as:

- a) an individual or individuals [ ] complete section (A)
b) a person other than an individual:
i. as a body corporate [x] complete section (B)
ii. as an unincorporated body [ ] complete section (B)

**Section A – Individual Licensee Details**

First name(s):	
Surname:	
Former names (if any):	
Title:	
Home address:	
Postcode:	
Email address:	
Contact telephone number:	
Date of Birth:	
Have you been a resident of an EEA state throughout the period of 6 months immediately preceding the date the application was made?	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Additional Licensee Details (if necessary)**

First name(s):	
Surname:	
Former names (if any):	
Title:	
Home address:	
Postcode:	
Email address:	
Contact telephone number:	
Date of Birth:	
Have you been a resident of an EEA state throughout the period of 6 months immediately preceding the date the application was made?	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Section B – Body Corporate or Unincorporated Body Details**

Business Name: (if your business is registered, use its registered name)	Big Country Ltd
Is your business registered in the UK with Companies House?	Yes <input checked="" type="checkbox"/> Registered Number: 02863204
	No <input type="checkbox"/>
Is your business registered in another EEA state:	Yes <input type="checkbox"/> EEA State: Registered Number:
	No <input checked="" type="checkbox"/>
Legal Status: (e.g. Company Partnership, etc)	Private Limited Company
Home Country: (the country where the headquarters of your business is located)	England
Registered Address:	58-60 Berners Street London
Postcode:	W1T 3JS
<b>Directors, Partners, Owners and Managers</b>	
You must provide details of all DIRECTORS (if the applicant is a company), all PARTNERS (if it is a partnership), and all MANAGERS of the business or organisation, including day-to-day MANAGERS OF THE PREMISES.	
Have there been any changes to the directors, partners or managers involved with the premises?	Yes <input type="checkbox"/> (please see below) No <input checked="" type="checkbox"/>
If yes, please provide details of the changes on a separate sheet, including the full name, private address and capacity of each director, partner and manager involved with the operation of the premises.	

### Other Business Interests

Is the applicant, or any person named in this application, involved in any way with any other sex establishment (e.g. sexual entertainment venue, sex shop, sex cinema, hostess bar)?

Yes  (please complete below) No

Please provide details, including the name and address of the establishment and the nature and extent of the interest. (If necessary please provide a separate sheet).

## PART 2 – Premises Details

Premises name:	The Windmill
Premises address:	17-19 Great Windmill Street, London
Postcode:	W1D 7LQ
Premises telephone number:	020 7439 3558
Email:	
Website address:	www.windmillinternational.com
Where the licence is for a vehicle, vessel or stall, state where it is used as a sexual entertainment venue:	n/a
Have there been any changes to the nature of the relevant entertainment since the licence was last granted / renewed?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please provide details below.

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### **PART 3 – Convictions / Disqualifications**

Have you, or any person named in or associated with this application, been convicted of any crime or offence?
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, please provide details on a separate sheet
Have you been refused the renewal of a licence for this premises, vehicle, vessel or stall within the last 12 months?
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, has the refusal been reversed on appeal?
Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you had a sex establishment licence revoked in Westminster within the last 12 months?
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

### **PART 4 - Checklist**

Please tick as appropriate:

All relevant sections of the application form have been completed in full	<input checked="" type="checkbox"/>
Payment of the fee has been made in full (refer to Part 6 of this form)	<input checked="" type="checkbox"/>
Notice of this application has been published in a local newspaper / will be published in a local newspaper within the next 7 days, a full copy of the newspaper to be provided to the Licensing Authority as soon as possible	<input checked="" type="checkbox"/>
Notice of this application has been displayed at the premises	<input checked="" type="checkbox"/>

The application has been served on the Metropolitan Police Service	<input checked="" type="checkbox"/>
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### **PART 5 - Declaration**

APPLICANTS ARE WARNED THAT ANY PERSON WHO, IN CONNECTION WITH AN APPLICATION FOR THE RENEWAL OF A LICENCE MAKES A FALSE STATEMENT WHICH HE KNOWS TO BE FALSE IN ANY MATERIAL RESPECT, OR WHICH HE DOES NOT BELIEVE TO BE TRUE, IS GUILTY OF AN OFFENCE AND LIABLE ON SUMMARY CONVICTION TO A FINE NOT EXCEEDING TWENTY THOUSAND POUNDS (£20,000).

I, [REDACTED] declare that the information given above is true and complete in every respect.

Signed	<span style="background-color: black; color: black;">[REDACTED]</span>
Date:	
Capacity:	

For joint applications:

Signed	
Date:	
Capacity:	

**Agent Details**

Are you an authorised agent acting on behalf of the applicant?

Yes  No

If yes, please provide the following:

Agent name:	<span style="background-color: black; color: black;">[REDACTED]</span>
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Agent Address:	
Postcode:	
Agent Telephone Number:	
Agent Email:	

**Correspondence Details**

Please provide the details to which all correspondence should be sent:

Name:	
Address:	
Postcode:	
Telephone Number:	
Email:	

**PART 6 – Payment**

If applying by post you can pay by cheque, postal order or credit / debit card. Please make cheques and postal orders payable to 'City of Westminster'.

If you would like to pay by credit / debit card please complete this section:

Type of credit / debit card:	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard
	<input type="checkbox"/> Solo <input type="checkbox"/> Maestro <input type="checkbox"/> Delta
Card number:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Issue date:	<input type="text"/> / <input type="text"/> (mm/yy)
Expiry date:	<input type="text"/> / <input type="text"/> (mm/yy)
Issue number:	(for Maestro / Solo)
Name on card:	<input type="text"/>
Amount (£):	<input type="text"/>

**THIS APPLICATION SHOULD BE COMPLETED IN FULL AND RETURNED TO THE LICENSING SERVICE, PREMISES MANAGEMENT, WESTMINSTER CITY HALL, 64 VICTORIA STREET, LONDON, SW1E 6QP.**



Notice of Objection to Sexual Entertainment Venue (SEV) Licence at

The Windmill 17-19 Great Windmill Street

London

W1D 7JZ.

We the following object to the renewal of the SEV licence at the above venue.



We believe in women's rights. We do not believe in the objectification of women and lap-dancing clubs do not have an easy fit within most types of feminist thinking but simultaneously, dance is universal and a beautiful form of self-expression and requires strength, sensuality and stamina with tension and intelligence within the choreography and should not play part in rape culture, sexual manipulation or abuse in any shape or form.

Professional dancing is a cross between art and sport. These women are artists and athletes, much the same as a Victoria Secrets model, but vulnerable without high-profile agents and some struggling to pay their mortgage. They are within control of a management who could be pushing the boundaries and even prostituting them. A law designed to regulate clubs exists and The Windmill club needs to be shut down as a matter of urgency to stop the gropes, pinching and slaps and even more importantly to stop those managers who in the pursuit of profit are pressuring their dancers into lewd acts and legally speaking, are in fact encouraging the sexual assault of their dancers. These women need to be treated with respect, with restricted rights and conditions, not as pieces of meat, forced, coerced and bullied.

If those clubs are not punished or shut down over these practises then it also means that customers get used to treating all dancers abusively. They will have an ill-gotten expectation of getting more than a dance and they will bring that disrespectful attitude to properly run clubs. This directly impacts the whole industry and threatens all dancers.

We have subsequently employed covertly, ex police officers to observe what exactly happens within the venue and provide ourselves with statements re. what they have seen.

The statements provided and attached have shown quite clearly that the performers within breach strict conditions on the premises licence and SEV held at the venue, particularly those that concern contact between customer and performer and the conduct of performers.

Rather worrying is the fact that security expect payment to look the other way and ignore such breaches.

These breaches of conditions, the actions of performers, the contact between performer and customer show that the current owners and management are not fit and proper persons to hold an SEV licence in Westminster.

There are further breaches re touting and CCTV.

WITNESS STATEMENT (CJ Act 1967, s. 9, MC Act 1980, s.s.5A (3a) and 5B MC Rules 1981, r70)

Witness Statement of [REDACTED]

1. I have been instructed to conduct independent observations on the venue The Windmill 17-19 Great Windmill Street London W1D 7LQ. The venue is known as a 'gentlemen's' club or lap dancing venue'. The premises benefits from a Premises Licence (No. 09/02935/LIPV) and Sexual Entertainment Venue (SEV) Licence (No. 16/09992/LISEVR) both issued by Westminster City Council. These were both viewed by myself prior to my visit. I had been tasked to investigate the conduct of the dancers and entertainment practices. This was my second visit to this establishment.

2. I am a former Police Officer having retired from the Metropolitan Police Service after completing 30 year's exemplary service. I served for 13 years within the Central Clubs & Vice Unit where I dealt with preventing the distribution of hardcore pornography, street prostitution, brothels, massage parlours, illegal gaming/casino crime and both licensed and unlicensed venues for the sale of alcohol. I helped create the role of Field Intelligence Officer (FIO) within CO14 Clubs & Vice, primarily engaged in covert policing and surveillance operations aimed at disrupting the activities of organised crime within the remit of the unit. I was trained in both ANACAPA and i2 intelligence charting methods. I became a drugs test purchasing officer working primarily in the night club economy specialising in nightclubs and bars. I was also trained as a covert surveillance officer, which enabled me to not only engage in covert surveillance within nightclubs etc, but also to be able to follow subjects without them realising they were under observation. I was also trained as a covert surveillance photographer. I was then posted within CO14 to the position of Local Intelligence Officer (LIO) responsible for collating all intelligence gathered within the remit of the unit and developing it to a sufficient standard that the FIO could target the associated subject. Other responsibilities included keeping the units intelligence database updated, complying with the DataProtection Act, distributing relevant information to other, police services UK wide, Interpol, security services, the military, local government and other international police forces. I then transferred to the Central London Major Incident Team (MIT1) to manage the way intelligence was utilised in major incidents on live fast paced ever changing investigations. The primary role of MIT1 was the investigation Homicide. Whilst there I was promoted to the position of Detective Constable and moved from my intelligence role to that of a proactive investigator of homicide and other major incidents - such as the re-investigation into the sinking of the Marchioness ordered by the then deputy Prime Minister. I was then selected to help create a new homicide unit to directly target gun murder within London's Black communities. Working in this field I was further trained in specialised interviewing techniques, as a Family Liaison Officer (liaising with the families of the deceased), Firearms Make-safe Officer and as an Advanced Exhibits Officer, enabling me to manage major crime scenes, search crime scenes and collect and handle evidence within a crime scene. For the last four years of my career I specialised in the investigation of rape and serious sexual offences.

3. At approx. 12:10hrs on Thursday 7th September 2017. I along with my colleague [REDACTED] were walking along Rupert Street W1 near the junction with Archer Street W1, an Asian male, 5'10", stocky build, with short black hair, stubble, wearing a brown overcoat approached us and asked us if we wanted a drink and the company of pretty women. I asked him where he had in mind he pointed along Archer St and said that

the Windmill was just here. He asked us to follow him, we did so as he led us to the venue, as we walked he told us his name was Jess and when we left later he could take us elsewhere to get a more intimate experience.

He led us to the door of the Windmill, a white male of large build wearing a long dark overcoat who had short collar length brown hair with a full beard and a waxed moustache was stood behind a rope barrier that stretched across the entranceway. He unhooked the barrier asked if we wished to enter. He clearly had his Security Industry Authority (SIA) badge displayed. We entered the reception. On our right-hand side was an entrance counter with a dark haired female sat behind. She said it would be £30 for us both to enter. We paid. I was then told i had to put my jacket downstairs in the cloakroom, I did so. [REDACTED] and I then walked up a small set of stairs, through a door and into the venue.

4. At the bar and I ordered drinks. Whilst waiting for the drinks [REDACTED] was approached by a white female with long blonde hair whom he engaged in conversation. I was approached by a dark haired female who was wearing a see through dressing gown and red bra, suspender belt, and knickers and high heeled shoes. She told me her name was Summer and that she had recognised me. I bought her a white wine and a Malibu and coke for the performer talking to [REDACTED]

Summer and I had a general conversation which culminated in her offering me a dance in the VIP area upstairs for £150 and an additional £10 for the security to look the other way. I agreed and at approx 00:30hrs she led me to the VIP area that I have described in a previous statement. When we entered the VIP area I saw that it was crowded with approx 20 men who were partying with a similar amount of performers. I commented that it was busy up here to which Summer said it was a private party who had hired the VIP suite and lots of dancers. Summer led me through the party to the centre of the VIP area to a booth area in the centre that had two booths facing each other the booth to the right was occupied and the booth to the left was empty so that's where I sat. I gave Summer £170 with 6x £20 and 1x £50 notes. She left the booth and I saw her hand a £10 note to the security, a white male, slim build approx. 6'0" in height. She returned and placed the £10 in her purse.

She began her dance during which she removed all of her clothing until she was fully naked, as she performed she rubbed herself up and down my groin area with her backside and vagina, stroked my penis with her hand, rubbed her fingers up and down her vagina, rubbed her breasts into my face, she would take hold of my hands which were positioned by my side and placed them onto her backside and breasts. When I immediately took my hands away she said touching was ok, I said I wasn't comfortable doing that. She grabbed my left wrist with both of her hands and forcefully pulled my hand towards her vagina, she placed my palm onto her vagina she ground her vagina on my hand and attempted to force my ring and forefinger inside her. I with drew my hand when she loosened her grip, she then stood very close to me and placed her left leg on the chair I was sitting on, her vagina was inches from my face, Summer then pulled my face towards her vagina pressing it against her lower abdomen and pubic region for a second or two.

I also had a clear view of the opposing booth, and saw a white male in a suit have a dance from a blonde performer, at one point she was sat fully naked on his lap facing me as he clearly masturbated her vagina with his right hand, another member of the party was watching him from the steps that led to the booths and he was berating him in a mock tone for being "so naughty".

Once the dance was complete Summer redressed and we left the booth. Summer left me and joined in the private party, I returned to the bar and waited for [REDACTED] whom I had seen waiting for a booth with the blonde female he had been talking with. As I stood at the bar a black male who was sporting a goatee beard and wearing a tuxedo stood next to me (I believe he worked there) he called over one of the bar men and mouthed the word police to him. When [REDACTED] returned I informed him of what I had witnessed.

Summer then rejoined me at the bar and told me she had tried to join the private party, but all the girls were selected when the party was paid for, she then said the party was going to last three days. I said "I thought this place closed soon!" Summer said "Money talks they have paid lots and have cocaine and girls to keep them happy". Summer then said she had to go and walked away, I then conversed with [REDACTED] and a short blonde female who he was talking to. Summer rejoined us shortly after and claimed she had told off by the management stating she had been told off for being rude to the people in the private party, as when she tried to join them she was told to go away as she had not been selected to be part of the party, she also stated the party had now ended. She then bent down and placed her face at my groin level and bobbed her head up and down, she stood up and laughed saying that it would look like I had got a blowjob at the bar on cctv, then walked away.

Shortly after this I was approached by a tall blonde female who introduced herself as Loretta, who told me she was an eastender she was wearing what she described as a naughty secretary outfit. I bought her a soda and lime, and she asked me if I wanted a very intimate dance I asked how much and she stated £100 for the VIP room. I agreed and we went back to the VIP at approx 01:10hrs, I noticed that the private party had indeed gone. She led me to the centre booths where I had been earlier, she led me to the right hand booth I paid her £100 with 5 x £20. She did not give any money to the security. She began her dance and got fully nude, as she danced she placed her hands on my shoulders and rubbed her breasts against my face. She also rubbed my crotch area with her shoes. She had many body piercings in her intimate area. She then sat on my lap and talked to me about sharks. After the dance finished she in I went back downstairs where we parted company.

Shortly after that I was joined by [REDACTED] and as we were talking I was approached by a tall Asian female who was very softly spoken and had a very thick accent she told me her name but I could not pronounce it it sounded like Anksukshi, she was dressed in a black bra, knickers, stockings and a see through short dressing gown, she asked for a glass of champagne which I bought her, we then had a conversation where she offered me a VIP dance for £160 where I could touch her I agreed and we went back to the VIP lounge.

We entered the lounge and she led me into the first booth on the left, I gave her the money £160 in 8 x £20. She took the money and then started to dance then looked beyond me towards the sofa area of the VIP lounge, she placed her hand between her legs and said she had to go to the toilet and left the booth, returning a minute later to ask me to leave the booth. She led me to the sofas where I sat as she went behind the curtained area at the far end of the VIP lounge. About five minutes later she returned and apologised and led me to the booth at the far end of the lounge.

At 02:10hrs once there she began her dance, she stripped fully nude and danced, at no time was there any physical contact with me. Once the dance had ended and she had redressed we went back downstairs, where we parted company and I rejoined [REDACTED] We decided that it was time to leave, as we were about to depart Summer approached me and

said "You have traveled the world tonight! You have been to Colombia, had a dominatrix and a sex change person".

5. At approx 02:40hrs we left the venue. None of the women I danced with offered to meet outside the premises, or offered me their phone numbers nor did they ask for mine. I did not see any overt drug consumption either.

6. With regards to the conduct of dancers and observations, I note the following in relation to the Premises Licence and SEV.

**Premises Licence 09/09235/LIPV**

Condition 17 – There shall be no physical contact between the customer and any performer during the performance or when the performer has completed the performance other than the placing of bank notes by the customer in a garter worn by a topless performer for that purpose. Notices outlining this shall be clearly displayed at every table and shall be on display at the entrance of the premises and in all the male toilets.

Breached. Contact between dancer and customer.

Condition 51- There shall be no indecent conduct between the performers and customers. Breached. Indecent conduct occurred.

Condition 65- There shall be no indecent conduct between the customer and hostess. Breached.

Condition 67- At all times customers will behave in a decent and appropriate manner. Any customers not acting in accordance with these codes of conduct will (at the managements discretion) be asked to leave the premises. Breached.

**SEV Licence 16/09992/LISEVR**

Condition 22. Whenever Relevant Entertainment is being provided there shall be no physical contact between Performers and customers or between customers and Performers except for the exchanging of money or tokens at the beginning or conclusion of the performance and only for the purpose of that performance. Clearly legible notices to this effect shall clearly be displayed in each private booth and in any performance area. Breached. Full contact. I saw no notice. If they were there, they are not clearly legible.

7. Throughout the night I purchased numerous drinks including bottled beer and champagne. Of these I consumed in total one bottle of beer and two rum and cokes, leaving the other purchased drinks at various locations throughout the venue.

10. I understand that my duty is to the court and/or any such hearing and this statement has been completed in compliance with that duty. All matters relevant to the issues on which my expert evidence is given have been included within my statement. I believe the facts and statements are honest and true and that the opinions I have expressed are correct to the best of my judgement. The fee for my independent service is not conditional on the outcome of the case in any way whatsoever.

[REDACTED]

**WITNESS STATEMENT (CJ Act 1967. s. 9, MC Act 1980, s.s.5A (3a) and 5B MC Rules 1981, r70)**

**Witness Statement of** [REDACTED]

1. I have been instructed to conduct independent observations on the venue The Windmill 17-19 Great Windmill Street London W1D 7LQ. The venue is known as a 'gentlemen's' club or lap dancing venue'. The premises benefits from a Premises Licence (No. 09/02935/LIPV) and Sexual Entertainment Venue (SEV) Licence (No. 16/09992/LISEVR) both issued by Westminster City Council. I had been tasked to investigate the conduct of the dancers and entertainment practices.

2. I am a former Police Officer having retired after completing 27 year's exemplary service. My last role was as an Inspector in the Criminal Justice Department of Northamptonshire Police. I have also been in charge of a county wide investigation unit and been trained as a firearms incident commander. For several years I performed duty as the designated 'Nightsafe Commander', leading 'Operation Nightsafe' – Northamptonshire Police's longstanding night time economy operation – dealing with disorder, vice and licensing issues for the County of Northamptonshire. I have also served as a constable and sergeant in the West End of London and as a constable in the Merseyside force.

3. At approx. 12:10hrs on Thursday 7th September 2017. I along with my colleague [REDACTED] were walking along Rupert Street W1 near the junction with Archer Street W1, an Asian male, 5'10", stocky build, with short black hair, stubble, wearing a brown overcoat approached us and asked us if we wanted a drink and the company of pretty women. [REDACTED] asked him where he had in mind he pointed along Archer St and said that the Windmill was just here. He asked us to follow him, we did so as he led us to the venue, as we walked he told us his name was Jess and when we left later he could take us elsewhere to get a more intimate experience. He led us to the door of the Windmill, a white male of large build wearing a long dark overcoat who had short collar length brown hair with a full beard and a waxed moustache was stood behind a rope barrier that stretched across the entranceway. He unhooked the barrier asked if we wished to enter. He clearly had his Security Industry Authority (SIA) badge displayed. We entered the reception. On our right-hand side was an entrance counter with a dark haired female sat behind. She said it would be £30 for us both to enter. We paid. [REDACTED] was then told to put his jacket downstairs in the cloakroom, he went downstairs. I was wearing a business suit of light material and no coat. I remained in the lobby area.

We both then then walked up a small set of stairs, through a door and into the venue, which consisted of a bar, a lounge area with tables and chairs with a stage at the far end. Stairs led up to two further levels above the lounge area. On the bar top were a number of laminated notices, loosely placed, detailing the conduct expected of customers in the venue. The club was not very busy on this occasion and there were very few performers in the bar area. Loud music was playing in the club. It was dimly lit.

4. At the bar we ordered drinks. I was approached by a white female with long blonde hair wearing a black and gold loose fitting dress and fishnet stockings. We engaged in conversation. She spoke English with a heavy accent, said she was from Romania and gave the name 'Carmen'. She had a tattoo on the inside of one wrist. [REDACTED] was approached by a dark-haired female who gave the name 'Summer' [REDACTED] purchased drinks for the

performers and spoke to Summer. [REDACTED] and Summer left the bar area after a few minutes. During my conversation with Carmen she suggested we go to an upstairs 'VIP' area where she was dance for £150. I asked her what would be different about a dance in the VIP area. She grabbed hold of my penis through my suit trousers and said 'This.'

She then led me upstairs, passing one upper level where there were a number of booths, onto a further level part of which was laid out as a lounge with tables and chairs and part of which consisted of a line of booths to the left. The booths were a step down from the lounge area and shielded by thick curtains attached to a rail. From the outside edge of the booths it was possible to see down into the main lounge area and stage below. The layout indicates the club was formerly used as a theatre. On entering this area I saw that there were a number of men with a group of performers seated around the tables apparently involved in a private party. A security guard was present, a white male about 6'0 tall who walked up and down the area. Carmen then said that the best booths were occupied. She indicated the first booth in the VIP area and the furthest booth. I asked why these were better and she replied 'No cameras.' We waited some time for an available booth. At one point I noticed [REDACTED] and the female Summer leaving the VIP area. Carmen then led me to an area in the centre of the booths consisting of two booths facing each other. We entered the left hand one of these.

Carmen asked for £150 which I gave her in notes consisting of one £50 note and five £20 notes. She asked for an additional ten pounds which I gave her. She explained that this was so the security guard would not look. She went up to the lounge level, I did not see her pass any money to the guard although he was not visible to me during the performance.

I sat with my hands placed on the arms of the chair. She began her dance during which she removed all of her clothing until she was fully naked, as she performed she rubbed herself up and down my groin area with her backside and vagina' She took hold of my penis through my clothing periodically. She rubbed her fingers up and down her vagina, rubbed her breasts into my face, she would take hold of my hands which were positioned by my side and placed them onto her backside and breasts. She kissed me on the cheeks a number of times. At one point while facing me she took my right hand and placed it on the clitoral area of her vagina and moved my fingers up and down in contact with her body. I withdrew my hand. She then turned away from me. She took hold of my right index finger and placed it inside her vagina moving it back and forth. I again withdrew my hand.

Once the dance was complete Carmen got dressed and we returned to the downstairs lounge area. I returned to the bar where I rejoined [REDACTED] who informed me that someone had indicated we may be police officers. I had a conversation with [REDACTED] On one or two occasions the female Summer returned and spoke to [REDACTED]

5. At about 1:20 hrs I was joined by a female with dark blonde hair who was about 5'0 tall wearing high heels and a dark dress. She gave the name Lisa and said she was from Hungary and was living currently in Purley. A general conversation ensued.

After a period of time we went to the VIP area and again the outer booths were occupied. Lisa asked me if I wanted to wait until one became available. I asked what would be the benefit of these booths. She indicated it would be a more intimate experience. After some time we went into a central booth where Lisa requested I pay her £150. I gave her eight



£20 notes. She said she had no change and would get the outstanding ten pounds from the bar later.

She then began a strip dance where she was fully naked. She placed her hands on my chest and rubbed my nipples through my shirt. Periodically she placed her head against my groin area and rubbed the top of her head against my penis. She also placed her backside against my groin and rubbed up and down. She cupped her breasts and placed them in contact with my mouth.

After the dance she dressed and we returned to the bar. She tried to give the bar man a £20 note to change but he stated he had no smaller notes. I then took the note and purchased two drinks with it. I sat with Lisa at a table at the far end of the bar. She stated we should have waited for an end booth to become available as it would have been a better experience. I left her to visit the gentleman's toilets. After that I returned to the bar and joined [REDACTED]. A tall female of SE Asian appearance approached and spoke to [REDACTED]. I gained the impression she was from Laos. At some point [REDACTED] and her left the bar area.

6. I was then approached by a female with dark bobbed hair who had a birthmark or beauty spot on one cheek. She said her name was Carmen. I said 'You're Carmen too?' She then said that her stage name was 'Ophelia'. She was Romanian. She asked if I would be interested in a dance in the VIP area. I again asked what this would entail and she replied, 'Well no fucking or blowjobs but everything else.' I declined her offer. I was later joined by [REDACTED] and we decided to leave. The female Summer approached and spoke briefly to [REDACTED]. We left the venue at approximately 02:40 hrs.

7. None of the women I danced with offered to meet outside the premises, or offered me their phone numbers nor did they ask for mine. I did not see any overt drug consumption either.

8. With regards to the conduct of dancers and observations, I note the following in relation to the Premises Licence and SEV.

#### **Premises Licence 09/09235/LIPV**

Condition 17 – There shall be no physical contact between the customer and any performer during the performance or when the performer has completed the performance other than the placing of bank notes by the customer in a garter worn by a topless performer for that purpose. Notices outlining this shall be clearly displayed at every table and shall be on display at the entrance of the premises and in all the male toilets.

Breached. Contact between dancer and customer.

Condition 51- There shall be no indecent conduct between the performers and customers. Breached. Indecent conduct occurred.

Condition 65- There shall be no indecent conduct between the customer and hostess. Breached.

**SEV Licence 16/09992/LISEVR.**

Condition 22. Whenever Relevant Entertainment is being provided there shall be no physical contact between Performers and customers or between customers and Performers except for the exchanging of money or tokens at the beginning or conclusion of the performance and only for the purpose of that performance. Clearly legible notices to this effect shall clearly be displayed in each private booth and in any performance area. Breached. Full contact. There were no notices displayed in booths.

9. Throughout the night I purchased numerous drinks including one bottled beer which I consumed. The other drinks were cola. The only spirits I purchased were for other people.

10. I understand that my duty is to the court and/or any such hearing and this statement has been completed in compliance with that duty. All matters relevant to the issues on which my expert evidence is given have been included within my statement. I believe the facts and statements are honest and true and that the opinions I have expressed are correct to the best of my judgement. The fee for my independent service is not conditional on the outcome of the case in any way whatsoever.



**WITNESS STATEMENT (CJ Act 1967, s. 9, MC Act 1980, s.s.5A (3a) and 5B MC Rules 1981, r70)**

**Witness Statement of** [REDACTED]

1. I have been instructed to conduct independent observations on the venue The Windmill 17-19 Great Windmill Street London W1D 7LQ. The venue is known as a 'gentlemen's' club or lap dancing venue'. The premises benefits from a Premises Licence (No. 09/02935/LIPV) and Sexual Entertainment Venue (SEV) Licence (No.16/09992/LISEVR) both issued by Westminster City Council. I had been tasked to investigate the conduct of the dancers and entertainment practices.

2. I am a former Police Officer having retired after completing 27 year's exemplary service. My last role was as an Inspector in the Criminal Justice Department of Northamptonshire Police. I have also been in charge of a county wide investigation unit and been trained as a firearms incident commander. For several years I performed duty as the designated 'Nightsafe Commander', leading 'Operation Nightsafe' – Northamptonshire Police's longstanding night time economy operation – dealing with disorder, vice and licensing issues for the County of Northamptonshire. I have also served as a constable and sergeant in the West End of London and as a constable in the Merseyside force.

3. At approx. 00:20hrs on Thursday 9th September 2017. I along with my colleague [REDACTED] were walking along Gt Windmill St W1 when we were approached by an Asian male about 60 years of age, He was standing approximately ten yards away from the entrance of the Windmill Club. He engaged us in conversation and asked if we wanted to visit the Windmill, the 'original' strip club. He led us to the club steps where he spoke to a doorman, a white male with a waxed moustache I had seen on a previous occasion when visiting the club. He clearly had his Security Industry Authority (SIA) badge displayed.

We declined the offer to visit the club and walked around the area for a few minutes before returning at about 00:30 hrs. We entered the reception. On our right-hand side was an entrance counter with a dark-haired female sat behind. She said it would be £30 for us both to enter. We paid. I was then told to put my jacket downstairs in the cloakroom which I did. I was wearing trousers of light material and a shirt. [REDACTED] remained in the lobby area.

We both then then walked up a small set of stairs, through a door and into the venue, which consisted of a bar, a lounge area with tables and chairs with a stage at the far end. Stairs led up to two further levels above the lounge area. On the bar top were a number of laminated notices, loosely placed, detailing the conduct expected of customers in the venue. The club was reasonably busy and a number of performers were walking around. Loud music was playing in the club. It was dimly lit.

4. At the bar we ordered drinks. We were soon joined by a number of females. I engaged in conversation with a female who gave the name 'Jamie'. She wore a dark dress and had black rimmed

spectacles and black hair. She had an English accent and claimed that she was from Wilmslow in Cheshire. She asked if I wanted a dance in one of the booths for £50. We moved to the sunken lounge area and passed a security guard at the foot of a flight of stairs. She then took me to an upper area where booths are situated in a sort of gallery from which point the sunken lounge area and the stage can be clearly seen. A further flight of stairs led off this but we did not go up there on this occasion. These booths are open and I noticed a naked female dancing in one of them, although the other occupant was hidden. We entered the second booth from the staircase end. I agreed to pay only £40 for the dance and handed Jamie two £20 notes. She then performed a strip dance during which she placed her naked back next to me and rubbed up against me. She did not touch herself intimately and there was no other physical contact. Jamie dressed and we returned to the bar area.

5. At about 01:30 hrs I was involved in a general conversation with [REDACTED] and some females including a blonde woman, aged early thirties, who stated her name was 'Michelle' and said she was from Essex. [REDACTED] left the bar area with a female and I engaged in conversation with Michelle for a few minutes and she invited me to join her for a dance in the VIP area.

We went upstairs passing a security guard and entered an area one level up from the booths I had previously visited which was laid out as a lounge with tables and chairs and part of which consisted of a line of booths to the left. The booths were a step down from the lounge area and shielded by thick curtains attached to a rail. From the outside edge of the booths it was possible to see down into the main lounge area and stage below. The layout indicates the club was formerly used as a theatre.

All the booths were busy and we went to the far end where I sat near a table and Michelle pulled a chair close to me. We subsequently moved to a sofa while we waited. Michelle indicated that we should wait until an end booth was available as these are not scrutinized. While we waited she placed her hand on my groin and rubbed my penis through my clothing. Eventually she went to the booth nearest the stairs and spoke to a dancer who was present with a customer and told them to leave, stating it was her turn. They left. On entering the booth I sat down and paid Michelle £160 in £20 notes which included £20 for the security guard not to look. She then stripped off.

During the course of the dance Michelle sat on a chair opposite me and ran her fingers over her vagina. At one point she kissed me on the lips and crouching between my thighs took hold of my penis between her teeth through my clothing. She pressed her breasts against my lips. She rubbed her backside against my groin and took my hands clasping them to her breasts. She also took one of my fingers, placed it in her mouth and then traced it down to her vagina area. I withdrew my hand. She later again took my hand and placed one of my fingers in her mouth and then placed the finger on her nipples. At one point she straddled the arms of the chair and pushed her vagina into my face. Michelle has a tattoo of a heart with word 'Love' on one buttock. At the conclusion of the dance she dressed and at about 02.20 hrs we returned to the bar area where Michelle recognized another customer and engaged him in conversation.

6. I was joined briefly by [REDACTED]. He then went with a female to the lounge area. At about 0300 hrs I noticed a one female in her early twenties with dark hair at the bar. She wore a brown shirt tied at waist over black knickers and bra. I engaged her in conversation. She stated it was her first time and that she had never even been in a strip club before. She was English and said her stage name was 'Dior' but that her real name was Edie and she was from Cheshunt in Hertfordshire.

I agreed with her a price of £50 for a private dance in one of the upstairs booths. I spoke to RF briefly on the way. We passed a security guard at the foot of the stairs. We then entered the second booth on the penultimate level which is arranged as a sort of gallery. The booths are open to view. I paid Dior £50 consisting of two £20 notes and one £10 note. She then performed a strip dance. There was no contact and she did not touch herself intimately. At the conclusion of the dance she dressed and we then returned to the bar area.

Some minutes later I joined [REDACTED] and two Romanian females, Susanna and Irma, at the end of the bar where we engaged in conversation for some time. Susanna was asking [REDACTED] to take Irma for a dance. After some time [REDACTED] went with Irma to the lower upstairs level. I remained at the bar with Susanna who tried to persuade me to ask her to dance, I declined. We were joined by [REDACTED] and Irma. We remained for a while talking [REDACTED] and I left the club at 04:25 hrs.

7. None of the women who performed dances for me offered to meet outside the premises, or offered me their phone numbers nor did they ask for mine. I did not see any overt drug consumption either.

8. With regards to the conduct of dancers and observations, I note the following in relation to the Premises Licence and SEV.

Premises Licence 09/09235/LIPV

Condition 17 – There shall be no physical contact between the customer and any performer during the performance or when the performer has completed the performance other than the placing of bank notes by the customer in a garter worn by a topless performer for that purpose. Notices outlining this shall be clearly displayed at every table and shall be on display at the entrance of the premises and in all the male toilets.

Breached. Contact between dancer and customer.

Condition 51- There shall be no indecent conduct between the performers and customers.

Breached. Indecent conduct occurred.

Condition 65- There shall be no indecent conduct between the customer and hostess.

Breached.

SEV Licence 16/09992/LISEVR.

Condition 22. Whenever Relevant Entertainment is being provided there shall be no physical contact between Performers and customers or between customers and Performers except for the exchanging of money or tokens at the beginning or conclusion of the performance and only for the purpose of that performance. Clearly legible notices to this effect shall clearly be displayed in each private booth and in any performance area.

Breached. Full contact. There were no notices displayed in booths.

9. Throughout the night I purchased numerous drinks for myself and others. I purchased a number of gin and tonics for myself which I part consumed and left in various locations around the club. I alternated alcoholic drinks with just tonic water.

10. I understand that my duty is to the court and/or any such hearing and this statement has been completed in compliance with that duty. All matters relevant to the issues on which my expert evidence is given have been included within my statement. I believe the facts and statements are honest and true and that the opinions I have expressed are correct to the best of my judgement. The fee for my independent service is not conditional on the outcome of the case in any way whatsoever.

[REDACTED]

**WITNESS STATEMENT (CJ Act 1967, s. 9, MC Act 1980, s.s.5A (3a) and 5B MC Rules 1981,  
r70)**

**Witness Statement of** [REDACTED]

1. I have been instructed to conduct independent observations on the venue The Windmill 17-19 Great Windmill Street London W1D 7LQ. The venue is known as a 'gentlemen's' club or lap dancing venue'. The premises benefits from a Premises Licence (No. 09/02935/LIPV) and Sexual Entertainment Venue (SEV) Licence (No.16/09992/LISEVR) both issued by Westminster City Council. I have been tasked to investigate the conduct of the dancers and entertainment practices.

2. I have retired from the Metropolitan Police Service, completing 30 year's exemplary service. For my last 18 years I served as a Detective Constable where I dealt with investigations into minor and serious crime. For 13 of those years I was employed within the Homicide Department proactively and reactively investigating murders. This work involved covert policing and surveillance operations. For ten of these years I was employed as a Gatekeeper to ensure that such homicide investigative policing and covert activities conducted by members of the Metropolitan Police Service were administered correctly from the outset to their conclusion. This work entailed advising on, and ensuring that, the strict legal requirements of the Regulatory of Investigatory Powers Act 2000, were administered and adhered to. This role was fundamental in supporting Homicide Investigation Teams in gathering significant intelligence, data and information that was key to directing the prompt and safe apprehension of suspects and capturing vital evidence that would support the successful conviction of such suspects at court.

3. At approx. 00.20hrs on Saturday 9<sup>th</sup> September 2017, I along with my colleague [REDACTED] were walking along Great Windmill Street, London, W1, when we were approached by a 60-year-old Asian male. He was stood about ten yards from the entrance to The Windmill Club. He said hello to us and then asked if we wanted to visit the Windmill stating it was 'the original strip club'. He then led us to the bottom of the entrance steps to the club and spoke to the doorman, a white male who was sporting a prominent waxed moustache.

We declined the offer and walked around the area for about ten minutes before returning and entering the venue. We spoke to a dark haired white lady on the reception who told us it was £30 for us to enter. We paid and [REDACTED] went down some steps and put his jacket in a cloakroom. We then ascended a small flight of steps and walked through the double doors into the venue.

Off to the left from the lounge area was a set of stairs which led up to upper levels, the lower one with open booths and the upper a private lounge with private curtained booths. Laminated notices were placed around the venue particularly on the bar informing customers about their expected conduct. The venue was reasonably busy and there were a lot of girls in the immediate vicinity of the bar.

4. We went to the bar and ordered some drinks. We were both immediately approached by females one informed me her name was Sonia. She was wearing a light coloured tight fitting outfit and high heels. She threw her arms around me and kissed me on the side of my right cheek and asked me how I was. She asked me if I wanted a dance but I said I was going to have a drink first. She then walked away. I noticed that [REDACTED] was talking to a female who I later found out was called Jamie. She was wearing a black dress and sporting dark rimmed glasses. She had dark hair. [REDACTED]



then walked off with Jamie. I was then approached by a white blonde-haired female who was wearing a short red dress and who told me her name was Susanna. She told me she was 29 years old and from Romania. We spoke for a while and she asked me if I was ready for a special dance. I asked what she meant and she said that we could go to the VIP area where we could do everything. I said it was a bit early and agreed we would go to the VIP later. We then walked over to the stairs where we passed a member of security. Susanna led me up the stairs and into the booth area below the VIP area. We walked along and into an empty booth where she told me to sit down. She then asked for £50. I said I thought that dances were £20 but she said that they were private dances so £50. I handed over £50 to her and she then started to dance, removing her clothes as she did so. She was totally naked and dancing with her bottom facing me. She then bent over in front of me, placed her fingers onto her vagina. She then turned around and leant forward towards me placing her hands either side of me and swept both her breasts across my face slowly allowing her breast and nipples to contact my face and lips. After the dance, she got dressed and said that I could have a VIP dance for £120 where I could touch her and she would touch her too. I said that I may have one later.

5. We returned to the bar area where I rejoined [REDACTED] It was about 0130 hrs. We spoke for a while and were again joined by different girls asking if we wanted a dance. I asked how much a dance was and was told it was only £20 in the seated area, so I accepted a dance from a dark-haired girl who said her name was Tammy. We went down the steps in the seated area, I handed her £20 and she performed a strip dance for me for the period of one song. At no time did she touch me or nor touch herself intimately. She got dressed and left and I remained in the seated area for a while before going to the bar. When I saw [REDACTED] return to the bar I went and joined him

before I left the area with Sonia who I had spoken to earlier. In the lounge area, I was approached by Jamie, the girl I had seen with [REDACTED] earlier. She was English and said she was from Cheshire. She asked me if I wanted a private dance for £50 and I said yes and we walked over to the stairs, passed the security guard and to the lower level with the open booths. I sat down on a seat and Jamie asked me for the money. I handed over £50 cash. She then started to strip and dance until she was totally naked. I commented on her muscular thighs and she said that she was a fitness instructor and trained a lot. She then turned her back to me and moved her bottom towards me. She then turned to face me and placed both her hands on her breasts squeezing and cupping them together as she leant into my face with her chest. At no time did she touch me. She finished her dance and got dressed.

6. I returned to the bar area where I ordered another drink and was approached again by Susanna. She asked me if I wanted a VIP dance. I asked how much it would be and said £130 for the dance and £20 for the security guard so that he would not watch us. I agreed and we walked across the lounge and past the security guard and up the stairs, this time to the top level where the private booths are. They were all taken so we walked to the far end and sat on a comfortable sofa to the right. Susanna sat very close to me to my right and our legs were touching. She then leant into me and kissed my right cheek with her lips and at the same time placed her right hand between my legs and grabbed my penis through my jeans, rubbing it as she did so. She asked me if I liked it as she grabbed my penis again through my jeans. We were sat chatting for some time as the booths were still busy. She told me that she was off back to Romania in two weeks to see her family and that she was single. She asked if I had ever been to Romania and I said no but would like to go. I said that she could take me and she said that she would and we spoke about meeting up

over the coming weeks and going out. I said how would that happen as I couldn't contact her and she said that she would give me her number. I asked her if she would get into trouble and she said she would give me her number in the booth. The booth to our right on the end then became available and she ushered me in. I sat against the side of the booth and handed over £150. I asked if she had given the money to the security guard in the VIP area and she said that was okay.

She then began to strip naked and dance. She leant backwards thrusting her hips forwards towards me and placed her fingers on and rubbed her vagina. She then leant forward and over me so that my head was between and touching both her breasts and she moved herself from left to right and back again so that both her breasts were in contact with my face and my lips. She then moved back slightly and leant down and kissed me hard on the lips with a closed mouth. She then was stood slightly to my right and had her left leg on the chair I was sat on so that her legs were apart. She placed her left hand down and her fingers onto her vagina, pulling it slightly apart. She then took my right hand and pulled it gently towards her vagina. My fingers came into contact with her inner thigh and I gently pulled my hand away. She continued to dance and turned her back to me and then sat down on my lap, thrusting her bottom into and touching my groin area. She then placed her right hand down and grabbed my penis through my jeans and squeezed it hard. She then got up to face me and leant in and again placed her breasts into my face so that they touched my face and lips. The dance finished and Susanna started to get dressed. As she did so I asked her for her telephone number so that we could meet. She told me her number was [REDACTED] and I typed this into my mobile phone along with her name.

7. We then returned to the bar, where Susanna met up with another Romanian girl with dark hair wearing a mesh type light see through dress. She said her name was Irma. [REDACTED] joined us and we stood and spoke to the two girls. Susanna was asking me to take Irma for a dance. Initially I declined and after a while I went with Irma to the lower upstairs level where she performed a strip dance for me after I handed her £50. There was no physical contact and she did not touch herself intimately. We returned to the bar where [REDACTED] was with Susanna. We stood and talked for a while. Eventually [REDACTED] and I left the club at 0425 hrs.

8. During our visit, Susanna was the only girl to provide me with a mobile contact number and agreed to meet at some time in the future. I saw no evidence of drug consumption on the premises.

9. Throughout the night I purchased a number of drinks including bottled beer. Of these I consumed in total one bottle of beer and two gin and tonics leaving the other purchased drinks at various locations throughout the venue.

10. I understand that my duty is to the court and/or any such hearing and this statement has been completed in compliance with that duty. All matters relevant to the issues on which my expert evidence is given have been included within my statement. I believe the facts and statements are honest and true and that the opinions I have expressed are correct to the best of my judgement. The fee for my independent service is not conditional on the outcome of the case in any way whatsoever.

[REDACTED]

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CITY OF WESTMINSTER

PREMISES LICENSING INSPECTOR

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MEMORANDUM

TO [REDACTED]  
Licensing Service  
22<sup>nd</sup> Floor Portland Place

LI REF 17/10780/LISEVR

FROM [REDACTED]  
020 7641 4427  
City Inspectors  
Public Protection and Licensing  
23<sup>rd</sup> Floor Portland Place  
[REDACTED]

REF 17/33330/ELREAC

RE The Windmill, 17-19 Great Windmill Street

I refer to the application for the renewal of the SEV Licence.

I would respectfully raise an objection to this renewal on the basis of recent submissions, received at WCC on the 13<sup>th</sup> of October.

Following these submissions, there will be an investigation into the conduct of the management of this venue.

I will update you with further information, or to withdraw this objection, as soon as reasonably practicable

**Yours faithfully**

[REDACTED]

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CITY OF WESTMINSTER

PREMISES LICENSING INSPECTOR

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MEMORANDUM

TO [REDACTED]  
Licensing Service  
22<sup>nd</sup> Floor Portland Place

LI REF 17/10780/LISEVR

FROM [REDACTED]  
020 7641 4427  
City Inspectors  
Public Protection and Licensing  
23<sup>rd</sup> Floor Portland Place  
[REDACTED]

REF 17/33330/ELREAC

Date 19 December 2017

RE The Windmill, 17-19 Great Windmill Street

Further to my original memo dated the 14<sup>th</sup> of October 2017, regarding the renewal of the SEV Licence.

I wish to retain my objection on the following grounds.

As a result of the submissions dated the 13<sup>th</sup> of October, I arranged for contact be made with The Windmill on the 14<sup>th</sup> of October in order for me to obtain CCTV images as referred to in the statements (7<sup>th</sup> and 9<sup>th</sup> of September); however, this was beyond the 31 day period as required by the Licence and the ordinary working practices of most organisations, and the images were no longer available.

Contact was made with the venue on the 17<sup>th</sup> of October to progress an investigation of the written evidence supplied by the objectors. In order to include all interested parties, a meeting with the venue was not possible until the 31<sup>st</sup> of October.

The attendees of this meeting included; the Club owner, the DPS, their legal representative, a Police Officer from the Westminster Licensing team; two officers from the WCC Licensing service and myself.

A broad discussion took place around the objection, the contents of the statements and the likelihood of a LSC hearing; how the management have already responded to the contents of the statements and their future remedial actions intended to address any issues identified.

As part of my investigations, I requested sample images of CCTV, on dates within the current 31 day period, (the 1<sup>st</sup> and 5<sup>th</sup> of October), from two of the cameras covering the private dance areas. I collected a memory stick containing those images on the 2<sup>nd</sup> of November.

I viewed the CCTV images from the cameras numbered 9 and 14 over a two day working period; on the 3<sup>rd</sup> and 6<sup>th</sup> of November.

In my opinion, I witnessed conduct that reflected clear breaches of conditions; 17, 21 and 22 of the Licence 16/09992/LISEVR.

Specifically; clear and prolonged contact between the customer and the performer, inappropriate contact between the performer and the customer; as well as little, or no supervision of the dance areas by the SIA staff placed and employed for that purpose.

I witnessed conduct very similar to that described in the statements of those objecting to the renewal application; although not necessarily the same performers.

In excess of 50% of the dances would reflect breaches, or cause for concern.

I also witnessed private dances, where the performers acted completely properly, within the conditions and spirit of the Licence.

As a result of the failings I identified, I attended the club on the night of the 8<sup>th</sup> of November and spoke with the DPS / named responsible person to request a further meeting with the management together with their legal representative. A meeting was arranged for the 14<sup>th</sup> of November.

I also requested more CCTV recordings from the night of the 6<sup>th</sup> into the 7<sup>th</sup>, this time I asked for all the cameras that cover the private dance areas.

The further images were required to show the situation now; following the receipt of the objection, as well as our meeting and the remedial measures put into place.

On the 14<sup>th</sup> of November, I met the DPS / named responsible person, the owner and the solicitor in the manager's office. We reviewed the images that I believed from my previous viewings, reflected the more serious breaches of the Licence.

There was a common consensus among us all, that the dances reflected poorly on behalf of the management and the performers. Remedial action had already been taken in some instances and further action was required. I asked to be included in the specifics of all the actions undertaken by the club. I also collected the CCTV images from the 7<sup>th</sup> of November.

I reviewed the images from the 7<sup>th</sup> of November on the 18<sup>th</sup>; cameras 9,10, 13, 14 and 15 showed that a number of dances took place, without any breach taking place. The images also showed interventions by the DPS and the SIA staff present. In my opinion the interventions were prior to an offence being committed, but reflected good management. It also showed that the club were conducting live monitoring of these dance areas via CCTV.

However, during this process, I noticed that camera 15 did not show the dance area adequately, it appeared that the position of the camera had been moved since its original fitting.

On the 23<sup>rd</sup> November, I returned to the club and spoke with the DPS, when I pointed out the camera blind spot, I was informed that this had already been identified and addressed.

We viewed the camera monitor together; I could see that all the areas were adequately covered, I could also see that there had been an overhaul of all CCTV cameras; with some numbers now changed, but the images were comprehensive.

I was also given a bundle of documents which showed a variety of actions undertaken by the management since the first meeting on the 31<sup>st</sup> of October.

In order to ensure a continuing course of management, I allowed a short period, with no contact between WCC and The Windmill, before I requested another set of images from the 8<sup>th</sup> of December, 01.00 until 03.00, again including all 5 cameras covering the private dance areas.

Subsequently, I have reviewed all the CCTV images from cameras 2,4,6,10 and 14. In excess of 40 private dances take place; all of which complied with the conditions of the SEV Licence.

There is a marked improvement in the activity of SIA staff patrolling, responding to instructions and talking to customers, as well as performers. There was no contact between the customer and the performer. Some furniture has been removed from the dance areas, which is a measure of management intervention, to ease their own regulation of the dances.



As an enforcement officer, I have not yet finalised my investigation of the breaches identified on the 1<sup>st</sup> and 5<sup>th</sup> of October, and intend to take the outcome of the forthcoming renewal hearing into account when making an enforcement decision.

I intend to attend the renewal hearing, in the event the licensing sub-committee have any questions in relation to the information contained in this memorandum.

**Yours faithfully**

A black rectangular redaction box covering the signature area.

## Licensing Authority objection

Appendix B5

Dear [REDACTED]

Please accept this email as a formal objection on behalf of the Licensing Authority against the SEV renewal application for the above premises.

The licence holder, Big Country Ltd, has applied to renew the Sexual Entertainment Venue licence for The Windmill, 17-19 Great Windmill Street, London, W1D 7LQ under Schedule 3 of the Local Government (Miscellaneous Provisions) Act 1982. Under paragraph 10(15) of that schedule, the Licensing Authority objects to this renewal application on the following grounds:

- Allegations of multiple breaches of conditions on the SEV licence, namely conditions 5, 7, 10, 18, 21 & 22
- Allegations of criminal activity taking place at the premises

Paragraph 12(3)(a) of Schedule 3 states that the Licensing Authority may refuse to renew the SEV licence on the grounds that the applicant is unsuitable to hold the licence by reason of having been convicted of an offence or **for any other reason** (emphasis added).

The Licensing Authority has received information from the public alleging multiple breaches of licence conditions and criminal activity. It is the Licensing Authority's assertion that, pending an investigation into the allegations above, the licence holder / applicant is unsuitable to hold a licence having allegedly permitted multiple breaches of licence conditions and having allegedly permitted criminal activity from taking place at the premises. The nature and severity of the alleged breaches raises serious concerns with the Licensing Authority regarding the licence holder's ability to operate the premises in line with the conditions attached to the SEV licence.

As a direct consequence of these allegations, the Licensing Authority raises this objection to the SEV licence renewal. Pending the outcome of an investigation into these allegations, the Licensing Authority reserves the right to enhance or amend this objection.

Kind regards,

[REDACTED]  
Senior Licensing Officer

CITY OF WESTMINSTER LICENSING SERVICE MEMORANDUM

TO [REDACTED] Licensing Service  
REFERENCE 17/10780/LISEVR  
FROM [REDACTED] Senior Licensing Officer  
DATE 4 January 2018

The Windmill, 17 – 19 Great Windmill Street (17/10780/LISEVR)

Further to my objection to the renewal of the above Sexual Entertainment Venue licence dated 20 October 2017, please accept this as further submissions on behalf of the Licensing Authority.

The current licence (16/09992/LISEVR) expired on 30 September 2017. However, this licence remains in force by virtue of the fact that a valid renewal application has been made. Any reference to licence conditions below, therefore, relate to that licence.

The Licensing Authority attended a meeting at the premises on Tuesday 31 October 2017, during which the nature of the allegations were discussed with the operator. The operator accepted at this stage that breaches of licence conditions had taken place at the premises and had already begun a process to remedy these breaches. However, the operator flatly denied any criminal activity had taken place at the premises. The Licensing Authority has not found any evidence to support allegations of criminal activity at the premises.

The SEV licence for this premises was originally granted upon conversion in 2012. The Licensing Sub-Committee minutes from the hearing which took place on 12 June 2012 contain the following paragraph:

*[REDACTED] explained the breach of 31<sup>st</sup> May 2012 when CCTV images had been reviewed and there had been significant contact between performers and customers. He stated that the necessary disciplinary action had been taken in respect of the performers and the security. The CCTV would in future be monitored more closely and the company was in the process of employing someone to view the CCTV continuously. Currently there was a receptionist employed full time and [REDACTED] the Designated Premises Supervisor was also viewing CCTV for 15 to 20 minutes each hour in reception.*

Although the original hearing was more than five years ago, the investigations conducted by the Licensing Authority in relation to this renewal application indicate that the same problems are prevalent at the premises.

Standard conditions were established by Westminster City Council in relation to SEV premises in 2012 to ensure a level playing field for all SEV operators. Operators do have the ability to vary licences to remove or amend standard conditions (they are not mandatory) but in this case they have not. The onus is on the operator to create an operation which complies with the standard conditions and impose these restrictions into the practical running of the premises.

With regards to this application and resulting investigation, the Licensing Authority's concerns relate to breaches of the following conditions on the SEV licence:

- |                      |   |
|----------------------|---|
| <b>Condition 17:</b> | There shall be no physical contact between performers whilst performing.  |
| <b>Condition 20:</b> | Customers must remain fully clothed at all times. The Performer must not remove any of the customer's clothing at any time.   |
| <b>Condition 22:</b> | Whenever Relevant Entertainment is being provided there shall be no physical contact between Performers and customers or between customers and Performers except for the exchanging of money or tokens at the beginning or conclusion of the performance and only for the purpose of that performance. Clearly legible notices to this effect shall clearly be displayed in each private booth and in any performance area. |
| <b>Condition 23:</b> | Performers must redress fully immediately after each performance.   |

The Licensing Authority has, throughout the course of its investigation, observed the following:

- 8 hours worth of CCTV taken from 1 October 2017. 23 performances were observed in this footage during which Condition 17 was breached twice, Condition 22 was breached 23 times and Condition 23 was breached 3 times. 100% of the performances observed breached one or more licence conditions.
- 8 hours worth of CCTV taken from 5 October 2017. 21 performances were observed in this footage during which Condition 22 was breached 21 times. 100% of the performances observed breached one or more licence conditions.

- 15 hours worth of CCTV taken from 7 November 2017. 5 performances were observed in this footage during which Condition 22 was breached 5 times and Condition 20 was breached once. 100% of the performances observed breached one or more licence conditions.
- 10 hours worth of CCTV taken from 8 December 2017. 69 performances were observed in this footage during which Condition 17 was breached twice, Condition 22 was breached 19 times and Condition 23 was breached 4 times. 35% of the performances observed breached one or more licence conditions.

There has been a significant improvement over the course of the footage from October to December 2017. However, strictly conditions are still being breached. To clarify, the nature of the breaches of conditions is significantly different. Where contact between performers and customers was excessive in October 2017, contact is limited to touching of the shoulder or brushing against a customer's leg in December's footage. The effectiveness of the security team is also apparent and there are much greater levels of intervention by security staff where breaches are spotted either directly or by live-monitored CCTV. Performers also are clearly seen attempting to avoid contact with customers and dancing further away from seated customers. On several occasions performers can be seen remonstrating with customers who make or attempt to make contact.

It is apparent that the operator has made a real effort to become compliant with the licence conditions. However, more recent 'soft' breaches of licence conditions should still be considered as breaches. It is the Licensing Authority's position that, especially where an operator is trying to restore the authority's trust in their operation, we would expect full compliance with conditions and suitable measures in place to ensure such compliance. Ignoring 'soft' breaches at this stage could easily result in future declining standards once more.

It is clear from the footage that an expectation has been created amongst customers of the premises that contact can be expected from performers. This is very clear in later CCTV footage when frustration is clearly visible amongst some customers when contact is not forthcoming. The premises is likely going through a transition phase where customers still expect to receive contact and will likely face difficulties in changing this behaviour and managing this expectation out. It is for the operator to convince the Licensing Sub-Committee that this can be achieved through their management team and security.

Therefore, the Licensing Authority is of the opinion that the onus is upon the operator to convince Members of their ability to operate in line with licence conditions. I am aware that the operator has taken a number of measures to attempt

to rectify the issues identified. However, the Licensing Authority remains in doubt as to their effectiveness.

As such, the Licensing Authority maintains its objection at this stage.

IN THE MATTER OF THE LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1982

AND IN THE MATTER OF THE WINDMILL, 17-19 GREAT WINDMILL STREET, W1D 7JZ

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WITNESS STATEMENT OF [REDACTED]

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I [REDACTED] of 17-19 Great Windmill Street London W1D 7JZ will say as follows:

1. I am a director of Big Country Limited. I make this statement in support of my company's application to renew the sexual entertainment venue licence ("SEVL") in respect of the Windmill, 17-19 Great Windmill Street, London, W1D 7JZ (the "Premises").
2. The facts and matters addressed in this witness statement are within my own knowledge. Where they are not and/or constitute my belief, I say so and identify the source of my knowledge and/or the reasons for my belief.

## Introduction

3. My father, [REDACTED] entered a lease for the Premises with [REDACTED] in the 1990's. My family and I have operated the Premises as a gentleman's club providing striptease entertainment since this time.
4. The Premises historically operated as a variety and revue theatre. It is best known for its nude *tableaux vivants*. This entertainment was provided at the Premises between 1932 and 1964. The Premises is also famous for its motto "We Never Closed" during the Second World War, where the Premises remained open, even at the height of the Blitz. My family has continued

this long historical use of the Premises as an iconic adult entertainment venue in the heart of Soho for over 20 years.

5. The City Council granted my company an SEVL in 2012 following a change in the licensing regime. Previously striptease entertainment was authorised by the City Council under the Licensing Act 2003. We have operated under these licences for many years without any complaint. All our previous SEVL renewal applications have been granted without objection.
6. The last year has been extremely difficult for my family. My father has been seriously ill. He sadly passed away on 2 December 2017. I spent a lot of time caring for him prior to his death. Regrettably, I acknowledge that I have diverted my attention from running the business during this challenging time.
7. My father and I managed the Premises together before he became ill. This shared responsibility made the day to day running of the Premises more manageable. Caring for him and managing the Premises by myself at the same time was extremely difficult.
8. My father had a very strong personality. His career in the licensed industry spanned 60 years. Some of his operational practices were old fashioned. Various aspects of his management differed to my preferred methods. Since his passing, I have taken complete control of the business and identified various operational failings. This has allowed me to introduce changes to the business operation and implement a modern operational management regime supported by the latest technology. For example, we now use an updated CCTV system to constantly monitor the private booth areas (see below) and have replaced members of the SIA supervisor team I had inherited from my father.
9. Throughout this year we have also experienced problems with unauthorised touts hassling our customers outside the Premises. This means my team and I had been focussing attention on activity outside the Premises. In the meantime, there has been a number of operational failings inside the Premises.
10. I have read the statements submitted with the objections to our renewal application and attended a meeting with the City Council's officers. I have also reviewed the operation of the



business with independent retired police officers. This whole process has highlighted a number of failings, for which I apologise.

11. I have been working tirelessly to make wide-ranging changes to the business to ensure we are fully compliant with our SEVL going forward. I outline the steps we have taken below.

**Instruction of Retired Police Chief Inspector [REDACTED]**

12. I instructed retired police Chief Inspector [REDACTED] to undertake a random visit to the Premises during operational hours on the evening of 2-3 November 2017. The visit was undertaken without prior notice to my staff or myself. Retired Chief Inspector [REDACTED] made various recommendations to improve our compliance with the SEVL. I summarise his main recommendations below. We have implemented numerous changes to the business consistent with Retired Chief Inspector [REDACTED] recommendations. I provide further detail in respect of these measures later in this statement.

- (a) **Customer expectations:** explicitly informing all customers of the “no touching” rule upon entry to the Premises supported by clearer and improved signage throughout;
- (b) **Dancer code of conduct:** implementation of a stricter and clearer code of conduct, including disciplinary procedures and backed up with written records.
- (c) **Payment for dances:** implementation of a transparent and consistent pricing policy overseen by a designated staff member. This includes set fees for single track dances and fees for set periods in VIP dance areas, with all fees agreed with customers in advance.
- (d) **Monitoring of dances:** improved supervision of dances by management, SIA registered supervisors and a CCTV operative.
- (e) **Door supervisors:** replacement of SIA supervisor team and more supervisors on duty trained in new policies and SEVL compliance.
- (f) **Notices involved:** larger and clearer notices emphasising the club rules displayed throughout the Premises, with rule cards displayed on all tables.
- (g) **CCTV sampling:** CCTV footage “dip-sampling” on a daily basis by a member of management independent of the SIA registered supervisor team.
- (h) **Management Structure:** an improved management structure made clear to all staff, with everyone aware of their roles and responsibilities and a clear chain of command.

(i) **Disciplinary action:** disciplinary action taken in respect of dancers found in breach of SEVL conditions.

13. I am pleased to report that Retired Chief Inspector [REDACTED] observed a number of improvements following a recent visit to the Premises during the evening of 14-15 December 2017 (also undertaken without prior notice to my staff or myself).

14. I have instructed Retired Chief Inspector [REDACTED] to perform regular unannounced compliance checks during operational hours in the future. The purpose of these visits will be to check progress and identify any further areas in need of addressing.

#### **Management**

15. I am now able to focus more time on the day to day management of the Premises. I usually work 6 nights a week at the Premises.

16. The Designated Premises Supervisor, [REDACTED] has been allocated a new dedicated CCTV monitoring role and oversees our new disciplinary procedures. [REDACTED] has also been given greater responsibility to ensure compliance with the SEVL and Premises Licence.

17. I have moved 2 floor managers to the private booth areas. They are specifically tasked with supervising and monitoring private dances alongside the new SIA supervisor team. Additional waiters have been employed to ensure the main bar area and seating area remain adequately supervised by staff.

#### **Retired Police Inspector [REDACTED] Training**

18. I arranged for retired police Inspector [REDACTED] to attend the Premises on 30 November 2017 to deliver a licence compliance training course to staff and dancers. The training was devised specifically to address the various concerns raised, with a focus on the City Council's vision for safe and well-managed premises using Retired Inspector Ironside's experience managing the Westminster Police Licensing Team.

19. The training session finished with an open forum where dancers were able to engage with Retired Inspector [REDACTED] about licence compliance and enforcement. This developed into a particularly useful discussion. By the end of the session the dancers had a much better understanding of the importance of SEVL compliance from a responsible authority's perspective. I believe the dancers are learning that a fully compliant Premises provides a much safer and fairer working environment. Retired Inspector [REDACTED] and I were then able to deliver a message that a fully compliant Premises meant dancers did not have to compete with colleagues who were breaching the SEVL conditions.
20. I intend to employ Retired [REDACTED] to visit the Premises in the future to deliver regular refresher training.

#### **Replacement of SIA Registered Door Team**

21. I replaced the SIA registered door team within 24 hours of receiving the objections to the SEVL renewal application (with the exception of our front door SIA supervisor, who has no involvement in the internal supervision of the Premises).
22. All new SIA supervisors have been thoroughly briefed on our expectations and the importance of complying with the SEVL. We now have at least 1 dedicated SIA supervisor on duty at the entrance to the Premises. A further 3 SIA supervisors are on duty inside the Premises. One of our managers is in the process of renewing his SIA licence. I also hold an SIA licence. This means we have approximately 4 SIA registered supervisors plus 2 SIA registered managers on duty when the Premises is open to members of the public. Additional SIA supervisors are employed during particularly busy periods.
23. Between 2 and 3 supervisors are specifically tasked with continually monitoring the private booths (depending how busy we are). Their duties will be overseen by management and checked using new CCTV "dip sampling" (see below).
24. All new SIA registered door supervisors have been provided with copies of our new training manual for door supervisors. This document sets out the SEVL conditions together with general security policies and procedures. All SIA supervisors are required to read the document and confirm their understanding.

25. During a transitional period, the new SIA team identified dancers engaged in activity that breached the SEVL. This has resulted in disciplinary action, as set out below.

#### **SIA CCTV Monitoring Registration & CCTV Improvements**

26. On 20 November 2017 to 22 November 2017 we arranged for a member of staff, [REDACTED] [REDACTED] to attend a 3 day SIA CCTV operator course. This course trains persons monitoring CCTV ahead of SIA CCTV operator registration.
27. This training has resulted in enhanced CCTV monitoring at the Premises, particularly the private booth areas. This involves constant live monitoring during opening hours, together with daily "dip sampling" by management as recommended by Retired Chief Inspector [REDACTED]. The "dip sampling" takes place the day after each night of operation.
28. Our CCTV contractors have recently visited to service and re-position each camera to ensure unrestricted views of each private booth. The contractors re-positioned the CCTV monitors at [REDACTED] desk. This allows her to constantly monitor CCTV footage during operational hours. I also arranged for a new computer to be installed at my desk. The computer monitor provides a live feed of the CCTV footage. During busy periods a member of staff will constantly monitor this screen (as well as [REDACTED] monitoring her screens).
29. All staff monitoring the CCTV are connected via radio and telephone to management and the SIA team. This enables a real time reporting system allowing SIA supervisors and/or management to take appropriate action within seconds of a potential breach being spotted. The dancers are of course aware this monitoring is taking place. This has made a vast improvement on SEVL compliance.
30. Finally, the new CCTV system allows me to monitor CCTV footage from my mobile phone and, on the rare occasions I am not on duty at the Premises, from my computer at home.
31. The new CCTV monitoring procedures have proved particularly successful in identifying dancers committing breaches of the SEVL. This evidence has supported our wide ranging disciplinary action taken over the last few weeks (see below).

### **Dancer Code of Conduct**

32. A new code of conduct has been implemented. All dancers have been required to read the new code of conduct and confirm their agreement to comply in writing. This followed various briefings and training sessions held for all dancers. All new dancers will be trained in the code of conduct and regular refresher briefings will take place going forward.

### **Incident Reporting**

33. We have implemented improved incident reporting. This helps to record and re-enforce our stricter rules and code of conduct. This was particularly effective during a transitional period following the implementation of our new disciplinary procedures. It has resulted in various written and verbal warnings supported by copies of the incident log. The number of incidents reported was relatively high in early-mid November. The number of incidents is now decreasing, which I am sure demonstrates that our new procedures are working. Towards the end of December, we have been operating with no breaches identified by CCTV, management or SIA supervisors.

### **Signage**

34. New signage is on display in the main entrance lobby. We have also displayed permanent signage fixed to the walls of all the private booths. All this signage stresses our strict rules preventing customers touching dancers, and vice versa. The signage is supported by rule cards placed on all tables, which set out the dance prices and club rules.

### **Pricing**

35. Rule cards are placed on all tables and in private booths setting out the pricing structure for dances.
36. Customers must pay for dances in advance via our cashier. The cashier is under new instructions to ensure customers understand our pricing structure and query any customer wishing to pay unusually large amounts. The cashier then completes a new record detailing all payments received for each dancer. This has allowed us to keep a more accurate check on

payments to dancers and reduce the risk of unauthorised payments being made direct to dancers or SIA supervisors.

#### **Disciplinary Action**

37. We have dismissed 6 dancers; suspended 10 dancers; sent dancers home during the night on approximately 10 occasions; and issued a number formal warnings to dancers since receiving the objections to our SEVL renewal application. Any breach of the 'no touching rule' results in immediate dismissal, even for a first time offence. Activity associated with a potential breach of the SEVL, for example dancing too close to a customer, usually results a formal warning, being sent home or suspension (depending on the seriousness of the offence).
38. This disciplinary action has delivered a clear message to all dancers, staff and SIA supervisors that breaches of the SEVL will not be tolerated. I have witnessed a vast improvement to the business following the disciplinary action we have taken.

#### **Ongoing Compliance**

39. The action we have taken over October, November and December has resulted in significant improvement to the operation of the Premises. Most importantly, I am now confident the entire team are committed to ensuring compliance with our SEVL. We will continue to work tirelessly to ensure no future lapses. I am keen to work in partnership with the City Council and Police to continually review and update our procedures so that the Premises operates to the highest possible standards of compliance.
40. I believe the Premises is now a safer and fully compliant working environment for the dancers. The dancers are commanding greater respect from our customers and benefitting from the level playing field created by the dismissal of a number of dancers and the wide ranging action we have taken to improve compliance.
41. I look forward to updating the City Council further following a successful and compliant festive period.

**STATEMENT OF TRUTH**

I believe that the facts stated in this witness statement are true.

Signed: .....



Dated: .....

# Current Licensing Act 2003 Premises Licence

# Appendix C1



**City of Westminster**

64 Victoria Street, London, SW1E 6QP

Schedule 12  
Part A

WARD: West End  
UPRN: 999000051201

Premises licence

Regulation 33, 34

Premises licence number:

09/02935/LIPV

Original Reference:

05/10246/LIPC

## Part 1 – Premises details

### Postal address of premises:

The Windmill  
17-19 Great Windmill Street  
London  
W1D 7LQ

Telephone Number: Not Supplied

### Where the licence is time limited, the dates:

Not applicable

### Licensable activities authorised by the licence:

Performance of Dance  
Provision of facilities for Dancing  
Exhibition of a Film  
Provision of facilities for making Music  
Performance of Live Music  
Playing of Recorded Music  
Provision of facilities for entertainment of a similar description to making music or dancing  
Anything of a similar description to Live Music, Recorded Music or Performance of Dance  
Performance of a Play  
Late Night Refreshment  
Private Entertainment consisting of dancing, music or other entertainment of a like kind for consideration and with a view to profit  
Sale by Retail of Alcohol

### The times the licence authorises the carrying out of licensable activities:

<b>Performance of Dance</b>	
Monday to Saturday:	09:00 to 05:00
<b>Provision of facilities for Dancing</b>	
Monday to Saturday:	09:00 to 05:00
<b>Exhibition of a Film</b>	
Monday to Saturday:	09:00 to 05:00
Sunday:	09:00 to 00:00

Provision of facilities for making Music



Monday to Saturday:	09:00 to 05:00
<b>Performance of Live Music</b>	
Monday to Saturday:	09:00 to 05:00
<b>Playing of Recorded Music</b>	Unrestricted
<b>Provision of facilities for entertainment of a similar description to making music or dancing</b>	
Monday to Saturday:	09:00 to 05:00
<b>Anything of a similar description to Live Music, Recorded Music or Performance of Dance</b>	
Monday to Saturday:	09:00 to 05:00
<b>Performance of a Play</b>	
Monday to Saturday:	09:00 to 05:00
Sunday:	14:00 to 03:00
<b>Late Night Refreshment</b>	
Monday to Saturday:	23:00 to 05:00
<b>Private Entertainment consisting of dancing, music or other entertainment of a like kind for consideration and with a view to profit</b>	
	Unrestricted
<b>Sale by Retail of Alcohol</b>	
Monday to Saturday:	10:00 to 05:00
Sunday:	12:00 to 22:30
<i>For times authorised for Christmas, New Year and Good Friday see conditions at Annex 2</i>	

**The opening hours of the premises:**

Monday to Saturday:	09:00 to 05:30
Sunday:	09:00 to 03:00

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

Alcohol is supplied for consumption both on and off the Premises.

**Part 2**

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

Big Country Limited  
58 - 60 Bemers Street  
London  
W1T 3JS  
*Telephone Number: Not Supplied*

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

02863204

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

Name: Anette Leahy

*Please note: It is the policy of the Licensing Authority not to display the address details of a designated premises supervisor.*

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

Licence Number: PERS-LIC/908  
Licensing Authority: London Borough of Camden

Date: 10 August 2012



Signed: pp Operational Director - Premises Management

#### Annex 1 – 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 shall take all reasonable steps to 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 in a manner which carries a significant risk of leading or contributing to crime and disorder, prejudice to public safety, public nuisance, or harm to children—
    - (a) games or other activities which require or encourage, or are designed to require or encourage, individuals to—
      - (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
      - (ii) drink as much alcohol as possible (whether within a time limit or otherwise);
    - (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic (other than any promotion or discount available to an individual in respect of alcohol for consumption at a table meal, as defined in section 159 of the Act);
    - (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;
    - (d) provision of free or discounted alcohol in relation to the viewing on the premises of a sporting event, where that provision is dependent on—
      - (i) the outcome of a race, competition or other event or process, or
      - (ii) the likelihood of anything occurring or not occurring;
    - (e) 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.
5. The responsible person shall ensure that no alcohol is dispensed directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of a disability).
6. The responsible person shall ensure that free tap water is provided on request to customers where it is reasonably available.

7. (1) The premises licence holder or club premises certificate holder shall ensure that an age verification policy applies to the premises in relation to the sale or supply of alcohol.
  - (2) The 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 a holographic mark.
8. The responsible person shall ensure that—
    - (a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures—
      - (i) beer or cider: ½ pint;
      - (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and
      - (iii) still wine in a glass: 125 ml; and

customers are made aware of the availability of these measures.

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.

9. 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
10. 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.

## Annex 2 – Conditions consistent with the operating Schedule

11. This licence is subject to all the former rules of management for places of public entertainment licensed by Westminster City Council, in force from 4 September 1998 and incorporating amendments agreed by the council on 25 October 1999, 30 June 2000, 16 January 2001 and 1 October 2001.
12. On New Years Eve the premises can remain open for the purpose of providing regulated entertainment from the time when the provision of regulated entertainment must otherwise cease on New Years Eve to the time when regulated entertainment can commence on New Years Day (or until midnight on New Years Eve where no regulated entertainment takes place on New Years Day).
13. An attendant shall be on duty in the cloakroom the whole time it is in use.
14. The control levels on the limiters or other means of control shall be set so as to produce on the dance floor a volume of sound no more than 95 decibels.
15. No music shall be performed at the premises except through a system with limiters or other means of automatic control of volume.
- 16.\* The striptease and tableside dancing performances will only be provided by the performers and the audience shall not participate.
- 17.\* There shall be no physical contact between the customer and any performer during the performance or when the performer has completed the performance other than the placing of bank notes by the customer in a garter worn by a topless performer for that purpose. Notices outlining this shall be clearly displayed at every table and shall be on display at the entrance of the premises and in all the male toilets.
- 18.\* The audience shall be provided with tables and chairs and there shall be no cinema style seating.
- 19.\* A minimum of two door supervisors shall be positioned by the stage to ensure that the audience does not go on to the stage. A door supervisor shall be positioned at the entrance to the premises in Great Windmill Street. A door supervisor shall be positioned in/around the balcony.
20. The premises shall install and maintain a comprehensive CCTV system as per the minimum requirements of a Metropolitan Police Crime Prevention Officer. All entry and exit points will be covered enabling frontal identification of every person entering in any light condition. The CCTV system shall continually record whilst the premises is open for licensable activities and during all times when customers remain on the premises. All recordings shall be stored for a minimum period of 31 days with date and time stamping. Recordings shall be made available immediately upon the request of Police or authorised officer throughout the preceding 31 day period.
21. Substantial food shall be available.
22. No person under the age of 18 shall be allowed to enter or remain on the licensed premises and a clear notice shall be displayed at each entrance to the premises in a prominent position so that it can be easily read by persons entering the premises in the following terms.
- 23.\* The licensee, performer and any person concerned in the organisation or management of the performers shall not encourage, or permit encouragement to be made, for the audience to throw money or otherwise seek to give gratuities to the performers.

24. There shall be a minimum charge for admission to the premises of £5.
25. Members of public shall not be allowed on or near the adjustable stage area when it is being raised or lowered. In addition no member of the public shall be permitted on stage when in the raised position.
26. A minimum of 14 days notice shall be given to the Environmental Health Consultation Team and District Surveyor of any intention to use scenery on either stage area.

27.*	The creation of an enclosed area adjacent to the stage shall be provided in order to allow the performers and area in which they can get properly covered up without passing through or in close proximity to the audience. The construction of the changing area to include fire proof materials as necessary.
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28. A sign to indicate "emergency exit only" in a green sign shall be provided to the door leading to the rear of the basement changing areas next to the public male sanitary accommodation.
29. The door leading to the side of the stage from the public ladies sanitary accommodation shall have a "no entry" sign applied.
30. A member of security shall be at the side of the stage during the times of the performance.
31. WCs for the sole use of members of staff and performers shall be provided and the appropriate signage shall be applied.
32. Intoxicating drinks may be served in the auditorium at all times other than when the maintained lighting is below the normal level.
33. Any scenery to be kept or used on the premises shall be constructed only from such materials as the council accepts for use on open stages and such scenery shall be restricted as necessary for the current performance and shall be used on stage only.
34. Intoxicating liquor shall not be sold or supplied on the premises otherwise than to:
  - (a) persons paying a minimum admission fee of £5.00 (not to be credited against consumables) music dancing or entertainment; or
  - (b) bona fide guests of the proprietor specially invited prior to admission (a list of whom shall be kept at reception); or
  - (c) artistes or persons employed on the premises;
  - (d) persons attending a private function which has been booked at least 24 hours in advance in writing (a list of whom shall be kept at reception for inspection by the relevant authority).
35. Substantial food and suitable beverages other than intoxicating liquor (including drinking water) shall be available during the whole of the permitted hours in all parts of the premises where intoxicating liquor is sold or supplied.
36. There shall be no payment made by or on behalf of the licensees to any person bringing customers to the premises.

37.*	Whilst striptease entertainment is taking place no person under the age of 18 shall be on the licensed premises and a clear notice shall be displayed at each entrance to the premises in a prominent position so that it can be easily read by persons entering the premises in the following terms: NO PERSONS UNDER 18 WILL BE ADMITTED.
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38.\* No notices, posters or other material shall be displayed at the premises that advertise adult entertainment when persons under 18 are on the premises.

39. Notwithstanding the provisions of rule of management number 6 the premises may remain open for the purposes of this licence from 11.00 pm on each of the days Monday to Saturday to 5.00 am on the day following.

40.\* The striptease performers (females who remove all their clothes and are totally nude) shall take place only on the stage area and/or to seated customers.

41. Notwithstanding the provisions of the rules of management number 6 the premises may be kept open for the purposes of this licence from midnight on each of the days Monday to Saturday to 5.00 am on the days following and on Sunday to 3.00 am on the day following.

42. (i) Monday to Saturday

(a) Subject to the following paragraphs, the permitted hours on weekdays shall commence at 10:00 and extend until 05:00 on the morning following, except that-

(i) the permitted hours shall end at 00:00 midnight on any day on which music and dancing is not provided after midnight; and

(ii) on any day that music and dancing end between 00:00 midnight and 05:00, the permitted hours shall end when the music and dancing end;

(b) In relation to the morning on which summer time begins, paragraph (a) of this condition shall have effect-

(i) with the substitution of references to 06:00 for references to 05:00.

(c) The sale of alcohol must be ancillary to the use of the premises for music and dancing and substantial refreshment.

(d) The permitted hours on New Year's Eve will extend to the start of permitted hours on the following day 00.00 on 31st December.

(ii) Sunday

(a) On Sundays, other than Christmas Day or New Year's Eve, 12.00 noon to 22.30.

(b) On Christmas Day, 12.00 to 15.00 and 19.00 to 22.30.

(c) On New Year's Eve on a Sunday, 12.00 to 22.30.

(d) On New Year's Eve from the end of permitted hours on New Year's Eve to the start of permitted hours on the following day (or, if there are no permitted hours on the following day, 00.00 midnight on 31st December).

NOTE - The above restrictions do not prohibit:

(a) during the first thirty minutes, twenty minutes on a Sunday after the above hours the consumption of the alcohol on the premises;

(b) during the first twenty minutes after the above hours, the taking of the alcohol from the premises unless the alcohol is supplied or taken in an open vessel;

(c) during the first thirty minutes on a Sunday after the above hours the consumption of the alcohol on the premises by persons taking table meals there if the alcohol was supplied for consumption as ancillary to the meals;

(d) the sale or supply of alcohol to or the consumption of alcohol by any person residing in the licensed premises;

(e) the ordering of alcohol to be consumed off the premises, or the despatch by the vendor of the alcohol so ordered;

- (f) the sale of alcohol to a trader or registered club for the purposes of the trade or club;
- (g) the sale or supply of alcohol to any canteen or mess, being a canteen in which the sale or supply of alcohol is carried out under the authority of the Secretary of State or an authorised mess of members of her Majesty's naval, military or air forces;
- (h) the taking of alcohol from the premises by a person residing there;
- (i) the supply of alcohol for consumption on the premises to any private friends of a person residing there who are bona fide entertained by him at his own expense, or the consumption of alcohol by persons so supplied;
- (j) the supply of alcohol for consumption on the premises to persons employed there for the purposes of the business carried on by the holder of the licence, or the consumption of liquor so supplied, if the liquor is supplied at the expense of their employer or of the person carrying on or in charge of the business on the premises.

In this condition, any reference to a person residing in the premises shall be construed as including a person not residing there but carrying on or in charge of the business on the premises.

**\*CODE OF CONDUCT FOR PERFORMERS**

**Definitions**

Performer, means any person giving a performance that would require a Rule 4(a) waiver.  
 Performance means any performance which requires a Rule 4(a) waiver.

Club, The Windmill

**General Points and Attire**

43.\* Performers must always sign in with the club management prior to commencing each shift.

44.\* At any time, performers arriving or departing the Club must be fully dressed in clean, neat and smart attire. Performers must endeavour always to arrive at and depart from the Club quietly, particularly during the evening and early morning.

45.\* After arriving at the Club and entering the dressing room, performers are to change into appropriate attire as required by the Club, which must be decent and remain so dressed unless providing a striptease performance.

46.\* The performers shall be responsible as agents of the Licensee for bringing to the attention of the Licensee any customer who is displaying the normal symptoms of drunkenness, i.e. slurred speech, smelling of alcohol, reddening / watery eyes and unsteadiness. Similar symptoms may be due to drug misuse or illness and in any case brought to the attention of the Licensee.

**Conduct**

47.\* Performers may not give out any personal information, including telephone numbers or contact details. Performers may provide a customer of the days and shifts they or other performers work at the Club.

48.\* Performers may not accept any telephone number, address or any other contact information from any customer, except in the form of a business card, but may not make use of that information to contact the customer. Before leaving the premises, performers must permanently surrender all such cards to a member of management (without copying any of the information).



49.\* Performers are not to be in the company of a customer except in an area open to the public within the Club.

50.\* Customers must remain fully clothed at all times. The performer must not remove any of the customers clothing at any time.

51.\* There shall be no indecent conduct between the performers and customers.

52.\* Performers are not to engage in an act of prostitution (the receiving of gratuities or payments in return for any form of sexual favour or offer of such).

53.\* Performers may not accept a customers offer of payment in return for sexual favours (solicitation). Any such offers will be reported to the management immediately.

54.\* Performers must not engage in communications that could be deemed as acts of prostitution or solicitation, even if the performer has no intention of carrying out the act.

55.\* Performers are not to intentionally meet any customer outside the Club.

56.\* Performers must not engage in any unlawful activity within the Club.

57.\* Performers may never leave the premises during a shift, except in case of emergency and then only with the express permission of the duty manager. In that event, performers must sign out before leaving and if a performer leaves early for any reason re-admission shall not be permitted.

58.\* Performers may consume alcohol only in moderation.

59.\* Performers may dance with the customers they are entertaining. Such activity should be restricted to the dance floor provided in accordance with the operation of the Special Hours Certificate, and any dancing should be conducted in a decent and appropriate manner. Any indecent or inappropriate contact by the customer should be brought to the attention of the Licensee or floor supervisor.

60.\* Any performer found to be in breach of any of the above rules may be subject to a disciplinary procedure.

Customers Code of Conduct

61.\* Customers may dance with the hostess. Such activity will be restricted to the dance floor provided and in accordance with the operation of the Public Entertainment Licence. Any dancing should be conducted in a decent and appropriate manner. Any indecent or inappropriate contact by the customer will be brought to the attention of the Licensee or floor supervisor.

62.\* Hostesses will not accept any telephone number, address or any other contact information from any customer.

63.\* Customers will not be in the company of the hostess except in an area open to the public within the Club.

64.\* Customers must remain fully clothed at all times. The hostess must not remove any of the customers clothing at any time.

65.\* There shall be no indecent conduct between the customer and hostess.

66.\* Customers will not offer any payment in return for sexual favours.

67.\* At all times customers will behave in a decent and appropriate manner. Any customers not acting in accordance with these codes of conduct will (at the managements discretion) be asked to leave the premises.

68. No licensable activities shall take place after 4.00 am unless the premises are not being used for the purposes of striptease or tableside dancing.

69. The capacity of the premises to be 150 persons (excluding staff).

*\* Conditions indicated shall not apply when a Sexual Entertainment Licence is in effect at the premises*

**Annex 3 – Conditions attached after a hearing by the licensing authority**

None

**Annex 4 – Plans**

**Attached**



**City of Westminster**  
64 Victoria Street, London, SW1E 6QP

Schedule 12  
Part B

WARD: West End  
UPRN: 999000051201

Premises licence  
summary

Regulation 33, 34

Premises licence number:

09/02935/LIPV

**Part 1 – Premises details**

**Postal address of premises:**

The Windmill  
17-19 Great Windmill Street  
London  
W1D 7LQ

**Telephone Number:** Not Supplied

**Where the licence is time limited, the dates:**

Not applicable

**Licensable activities authorised by the licence:**

Performance of Dance  
Provision of facilities for Dancing  
Exhibition of a Film  
Provision of facilities for making Music  
Performance of Live Music  
Playing of Recorded Music  
Provision of facilities for entertainment of a similar description to making music or dancing  
Anything of a similar description to Live Music, Recorded Music or Performance of Dance  
Performance of a Play  
Late Night Refreshment  
Private Entertainment consisting of dancing, music or other entertainment of a like kind for consideration and with a view to profit  
Sale by Retail of Alcohol

**The times the licence authorises the carrying out of licensable activities:**

<b>Performance of Dance</b>	
Monday to Saturday:	09:00 to 05:00
<b>Provision of facilities for Dancing</b>	
Monday to Saturday:	09:00 to 05:00
<b>Exhibition of a Film</b>	
Monday to Saturday:	09:00 to 05:00
Sunday:	09:00 to 00:00

**Provision of facilities for making Music**

Monday to Saturday:	09:00 to 05:00
<b>Performance of Live Music</b>	
Monday to Saturday:	09:00 to 05:00
<b>Playing of Recorded Music</b>	Unrestricted
<b>Provision of facilities for entertainment of a similar description to making music or dancing</b>	
Monday to Saturday:	09:00 to 05:00
<b>Anything of a similar description to Live Music, Recorded Music or Performance of Dance</b>	
Monday to Saturday:	09:00 to 05:00
<b>Performance of a Play</b>	
Monday to Saturday:	09:00 to 05:00
Sunday:	14:00 to 03:00
<b>Late Night Refreshment</b>	
Monday to Saturday:	23:00 to 05:00
<b>Private Entertainment consisting of dancing, music or other entertainment of a like kind for consideration and with a view to profit</b>	
	Unrestricted
<b>Sale by Retail of Alcohol</b>	
Monday to Saturday:	10:00 to 05:00
Sunday:	12:00 to 22:30
<i>For times authorised for Christmas, New Year and Good Friday see conditions at Annex 2</i>	

<b>The opening hours of the premises:</b>	
Monday to Saturday:	09:00 to 05:30
Sunday:	09:00 to 03:00

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

Alcohol is supplied for consumption both on and off the Premises.

**Name and (registered) address of holder of premises licence:**

Big Country Limited  
58 - 60 Bemers Street  
London  
W1T 3JS

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

02863204

**Name of designated premises supervisor where the premises licence authorises for the supply of alcohol:**

**Name:** Anette Leahy

**State whether access to the premises by children is restricted or prohibited:**

Prohibited

**Date:** 10 August 2012



**Signed:** pp Operational Director - Premises Management

**SEX ESTABLISHMENT LICENCE**  
Sexual Entertainment Venue

Premises licence number:	16/09992/LISEVR
Original Reference:	12/02708/LISEVN

The CITY OF WESTMINSTER, under the provisions of the Local Government (Miscellaneous Provisions) Act 1982 as amended by the Policing and Crime Act 2009

hereby licences:  
to use the premises: **BIG COUNTRY LTD**  
**THE WINDMILL**  
**17-19 GREAT WINDMILL STREET**  
**LONDON**  
**W1D 7LQ**

as a Sexual Entertainment Venue.

This licence commences from the 01 October 2016 and will expire on the 30 September 2017.

Relevant Entertainment (namely striptease, pole dancing and table dancing including full nudity) may be provided during the following times:

Monday to Saturday	09:00 to 05:00
Sunday	14:00 to 03:00

Relevant Entertainment may only be provided in the permitted areas outlined in red shown on the plans attached at Appendix 1.

This licence is granted subject to the conditions attached at Appendix 2.



DATE: 28.03.2017

SIGNED:

On behalf of the Operational Director -  
Premises Management





## **Appendix 2 – Conditions**

### Standard conditions

1. Whilst Relevant Entertainment is taking place no person under the age of 18 shall be on the licensed premises and a clear notice to that effect shall be displayed at the entrance in a prominent position so that it can be easily read by persons entering the premises.
2. Whenever persons under the age of 18 are admitted to the premises there will be no promotional or other material on display within the premises which depicts nudity or partial nudity.
3. The licence or a clear copy shall be prominently displayed at all times so as to be readily and easily seen by all persons using the premises.
4. No provision of relevant entertainment, or material depicting nudity or relevant entertainment, shall be visible from outside the premises.
5. Menus and drinks price lists shall be clearly displayed at the front entrance of the club, reception area, tables and bar at such a position and size as to be easily read by customers. This price list shall show all consumable items and any minimum tariff including charges and fees applicable to Performers.
6. Except with the consent of the Licensing Authority, no advertisements of any kind (including placard, poster, sticker, flyer, picture, letter, sign or other mark) shall be inscribed or affixed at the premises, on the surface of the highway or on any building, structure, works, street furniture, tree or any other property or be distributed in the street to the public that advertises or promotes the relevant entertainment at the premises.
7. The licence holder or other person concerned in the conduct or management of the premises shall not seek to obtain custom by means of personal solicitation or touting, nor enter into any agreement with a third party to do so.
8. Adequate toilets, washing and changing facilities for use by the Performers shall be provided.
9. Either the licence holder or a named responsible person shall be present throughout the time the Relevant Entertainment takes place.
10. The premises will install and maintain a comprehensive CCTV system as per the minimum requirements of a Metropolitan Police Crime Prevention Officer that ensures all areas of the licensed premises are monitored including all entry and exit points will be covered enabling frontal identification of every person entering any light condition. All cameras shall continually record whilst the premises is open for licensable activities and during all times when customers remain on the premises. All recordings shall be stored for a minimum period of 31 days with date and time stamping. Recordings shall be made available immediately upon the request of Police or authorised officer throughout the preceding 31 day period together with facilities for viewing.
11. A staff member from the premises who is conversant with the operation of the CCTV system shall be on the premises at all times when the premises is open to the public and this staff member should be able to show Police recent data and footage with the absolute minimum of delay of the request.

continued..

12. An incident log shall be kept at the premises, and made available on request to the Licensing Authority or the Police, which will record the following:
  - (a) all crimes reported to the venue;
  - (b) all ejections of patrons;
  - (c) any complaints received;
  - (d) any incidents of disorder;
  - (e) seizures of drugs or offensive weapons;
  - (f) any faults in the CCTV system or searching equipment or scanning equipment;
  - (g) any refusal of the sale of alcohol;
  - (h) any visit by a relevant authority or emergency service;
  - (i) any breach of licence conditions reported by a Performer
13. The licence holder shall produce a Code of Conduct setting out rules and obligations between the licence holder and performers whilst performing. All Performers shall sign the Code of Conduct in their proper name acknowledging that they have read, understood and are prepared to abide by the said Code of Conduct, and a copy so signed shall be retained by the licence holder and shall be readily available for inspection by the Police and/or authorised persons upon reasonable request.
14. Individual records shall be kept at the premises of the real names, stage names and addresses of all Performers working at the premises. The record will include either a copy of their birth certificate, current passport, EU driving licence or national identity card and shall be made immediately available for inspection by the Police and/or the Licensing Authority upon request.
15. Details of all work permits and/or immigration status relating to persons working at the premises shall be retained by the licence holder and be readily available for inspection by the Licensing Authority, a Police Officer or Immigration Officer.
16. Relevant Entertainment shall be given only by Performers and the audience shall not be permitted to participate in the relevant entertainment.
17. There shall be no physical contact between Performers whilst performing.
18. Performers will not request or give out any telephone number, address or any other contact information from or to any customer. Any such information given by a customer shall be surrendered to the premises manager as soon as is practicable.
19. Relevant Entertainment shall take place only in the designated areas approved by the Licensing Authority as shown on the licence plan. Arrangements for access to the dressing room shall be maintained at all times whilst Relevant Entertainment is taking place and immediately thereafter.
20. Customers must remain fully clothed at all times. The Performer must not remove any of the customer's clothing at any time.
21. Where Relevant Entertainment is provided in booths, or other areas of the premises where private performances are provided, the booth or area shall not have a door or other similar closure, the area shall be constantly monitored by CCTV, and access to the booth or other area shall be adequately supervised.

continued..

22. Whenever Relevant Entertainment is being provided there shall be no physical contact between Performers and customers or between customers and Performers except for the exchanging of money or tokens at the beginning or conclusion of the performance and only for the purpose of that performance. Clearly legible notices to this effect shall clearly be displayed in each private booth and in any performance area.
23. Performers must redress fully immediately after each performance.

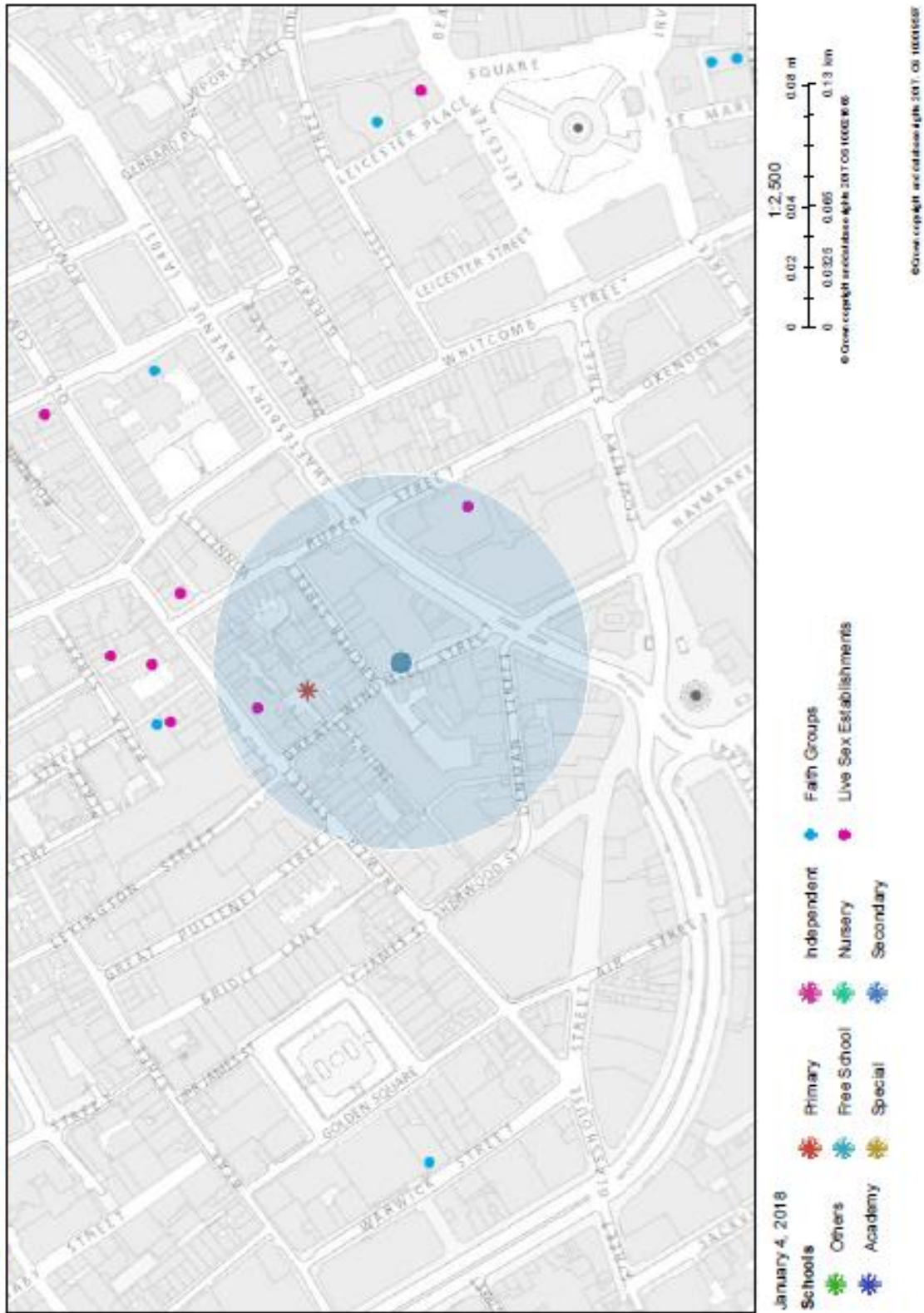
Additional Conditions

24. The audience shall be provided with tables and chairs and there shall be no cinema style seating.
25. A minimum of two door supervisors shall be positioned by the stage to ensure that the audience does not go on to the stage. A door supervisor shall be positioned at the entrance to the premises in Great Windmill Street. A door supervisor shall be positioned in/around the balcony.
26. The creation of an enclosed area adjacent to the stage shall be provided in order to allow the performers and area in which they can get properly covered up without passing through or in close proximity to the audience. The construction of the changing area to include fire proof materials as necessary.
27. The maximum number of persons accommodated at any one time (excluding staff) shall not exceed 150 persons.
28. All emergency doors shall be maintained effectively self closing and not held open other than by an approved device.
29. The edges of the treads of steps and stairways shall be maintained so as to be conspicuous.
30. Curtains and hangings shall be arranged so as not to obstruct emergency signs.
31. The approved arrangements at the premises, including means of escape provisions, emergency warning equipment, the electrical installation and mechanical equipment, shall at all material times be maintained in good condition and full working order.
32. The means of escape provided for the premises shall be maintained unobstructed, free of trip hazards, be immediately available and clearly identified in accordance with the plans provided.
33. All exit doors shall be available at all material times without the use of a key, code, card or similar means.
34. Any special effects or mechanical installations shall be arranged and stored so as to minimise any risk to the safety of those using the premises. The following special effects will only be used on 10 days prior notice being given to the Licensing Authority where consent has not previously been given.
  - i. pyrotechnics including fire works
  - ii. firearms
  - iii. lasers
  - iv. explosives and highly flammable substances.
  - v. real flame.
  - vi. strobe lighting.

continued..

35. No noise shall emanate from the premises nor vibration be transmitted through the structure of the premises which gives rise to a nuisance.

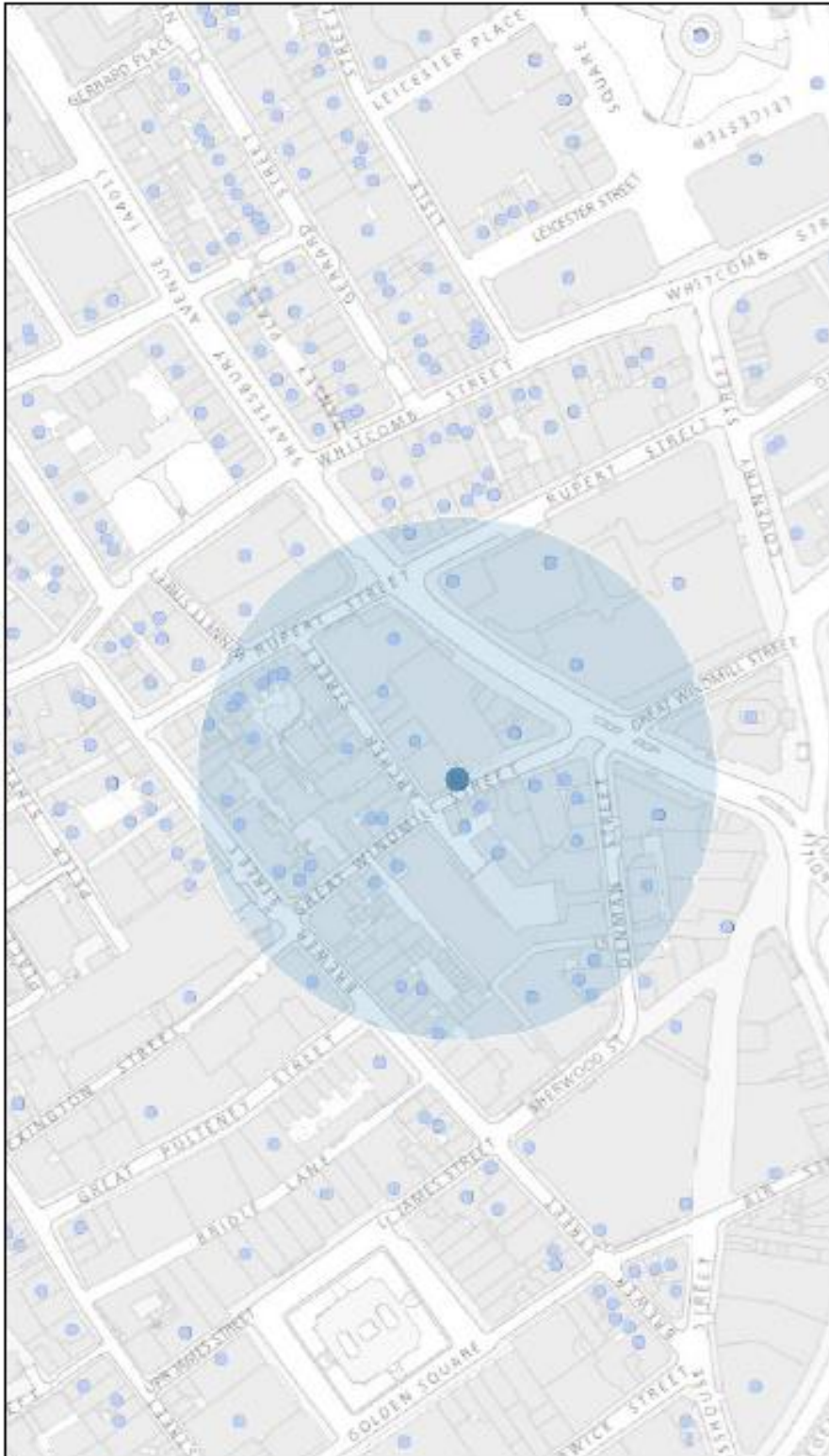
Sexual Entertainment Venues, faith groups and schools within a 100m radius of the premises



# Map of the locality

# Appendix D2

Map of the locality



1:2,000  
0 0.015 0.03 0.045 0.06 miles  
0 0.0275 0.055 0.11 km  
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January 4, 2018  
● Live Licensing Act

Resident count = 253